

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
PROGRESSIVE WASTE SOLUTIONS OF FL, INC. F/K/A WASTE
SERVICES OF FLORIDA, INC.
FOR
SOLID WASTE DISPOSAL SERVICES**

This Agreement made and entered into this 3 day of July, 2013, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and Progressive Waste Solutions of Fl, Inc. f/k/a Waste Services of Florida, Inc., a Delaware corporation authorized to do business in the State of Florida (hereinafter "Vendor").

WHEREAS, City issued Invitation for Bid No.4365-13-IS (hereinafter the "IFB") for Solid Waste Disposal Services; and

WHEREAS, Vendor submitted a proposal in response to the IFB;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The IFB, including any addenda thereto, the proposal submitted by Vendor, and the Purchase Order, if applicable, (hereinafter, collectively, the "IFB Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the IFB Documents. In the event of conflict, the terms of the IFB and any addenda thereto, shall prevail.

**ARTICLE II
TERM**

The Effective Date of this Agreement shall commence upon execution of this Agreement by the parties. The term of this Agreement shall be for a five (5) year term commencing on July 3, 2013 and expiring on July 2, 2018. This Agreement may be renewed at the option of the City with the concurrence of the Vendor, for two (2) additional terms of five (5) years under the same terms and conditions as the initial term, including amendments. Any and all renewals are subject to City Commission approval.

**ARTICLE III
SCOPE OF WORK**

In accordance with the IFB Documents, Vendor shall perform any and all Solid Waste Disposal Services as set forth in the IFB Documents and as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**ARTICLE IV
COMPENSATION**

In accordance with the IFB Documents, City shall pay Vendor a Solid Waste Disposal Fee in the amount of \$39.49 per ton for the First Contract Year. Payment of said Fee shall be pursuant to the IFB Documents and the Fee shall be adjusted pursuant to the IFB Documents.

**ARTICLE V
REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

**ARTICLE VI
SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE VII
ENTIRETY OF CONTRACTUAL AGREEMENT**

This Agreement, and the IFB Documents, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE VIII
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Cathy Swanson-Rivenbark, City Manager
City of Hollywood
2600 Hollywood Boulevard, Room 401
Hollywood, Florida 33020

with a copy to: Jeffrey P. Sheffel, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

and if sent to Vendor, such notices shall be mailed to:

Area Manager
Waste Services of Florida, Inc.
3840 NW 37th Court
Miami, Florida 33142


with a copy to: Legal Counsel
Waste Services of Florida, Inc.
2301 Eagle Parkway, Suite 200
Fort Worth, Tx 76177

ARTICLE IX
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:


Patricia A. Cerny, MMC
City Clerk

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

By: 
Peter Bober, Mayor

AGREEMENT BETWEEN CITY OF HOLLYWOOD AND PROGRESSIVE WASTE SOLUTIONS OF FL, INC. F/K/A WASTE SERVICES OF FLORIDA, INC. FOR SOLID WASTE DISPOSAL SERVICES

DEPARTMENT OF FINANCIAL SERVICES

Matthew Lalla

Matt Lalla, Director of Financial Services

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the City of
Hollywood, Florida only.

Jeffrey P. Sheffel *DR*

Jeffrey P. Sheffel, City Attorney

PROGRESSIVE WASTE SOLUTIONS OF
FL, INC. f/k/a WASTE SERVICES OF
FLORIDA, INC, a Florida corporation

By: *Damian Ribar*

Signature
Damian Ribar, Area Manager

Print or Type Name

ATTEST:

Thomas J. Fowler

Corporate Secretary
Thomas J. Fowler

EXHIBIT "A"
SCOPE OF WORK

TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES FOR
SOLID WASTE DISPOSAL SERVICES

2.1 CONTRACTOR'S SOLID WASTE DISPOSAL RESPONSIBILITIES

2.1.1. Designated Facilities

- (i) Contractor shall utilize the Designated Solid Waste Receiving Facility and Designated Solid Waste Disposal Facility as specified on its Bidder Response Form for Solid Waste Disposal.

**THE DESIGNATED SOLID WASTE RECEIVING FACILITY SHALL BE
WSI'S CHOICE RECYCLING SERVICES OF BROWARD, INC.
LOCATED AT 1899 SW 31ST AVENUE, PEMBROKE PARK, FL 33009**

- (ii) The Designated Solid Waste Receiving Facility and Designated Solid Waste Disposal Facility may be changed only with prior written approval by the Contract Administrator. The Contractor shall not take the City's Solid Waste to any other disposal facility than the Designated Solid Waste Disposal Facility unless prior written approval is given by the Contract Administrator.
- (iii) The Contractor shall be fully responsible for all aspects of the management, operations, and maintenance of the Designated Solid Waste Receiving Facility and Designated Solid Waste Disposal Facility.
- (iv) The Contractor shall ensure that the Designated Solid Waste Receiving Facility and Designated Solid Waste Disposal Facility are operated at all times in full compliance with all applicable local, State and Federal laws, regulations, permits and similar requirements.
- (v) The City shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices of the Designated Solid Waste Receiving Facility and Designated Solid Waste Disposal Facility. Operating practices shall include, but not be limited to, the receipt, loading, storage, transport, and disposal of Solid Waste. The Contractor shall reasonably accommodate the City's inspection rights described herein, provided it does not create a safety hazard.

2.1.2. Solid Waste Acceptance and Disposal

- (i) Beginning on the Commencement Date, the City shall direct the City's Contract Hauler and Permitted Commercial Haulers to deliver all Solid Waste collected within the City to the Designated Solid Waste Receiving Facility during the scheduled receiving hours specified herein. The City makes no assurances or guarantees regarding the quantity of Solid Waste that will be delivered to the Designated Solid Waste Receiving Facility.
- (ii) Beginning on the Commencement Date, the Contractor shall accept deliveries of Solid Waste at the Designated Solid Waste Receiving Facility between the hours of 6:00 a.m. and 6:00 p.m. Monday through

Friday and 6:00 a.m. and 4:00 p.m. on Saturday or other hours, approved in writing, by the Contract Administrator. The Designated Solid Waste Receiving Facility may be closed on Holidays as defined herein. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.

- (iii) The Designated Solid Waste Receiving Facility shall be operated to facilitate delivery vehicle access during operations. The daily average delivery vehicle turnaround time from arrival at the Designated Solid Waste Facility site to exit from the facility site shall not exceed twenty (20) minutes. Delays caused by equipment failure not due to negligence of the Contractor or other fault of the delivery vehicle shall not be included in the turn-around time computation. The Contractor will provide the City with access to its records to verify vehicle turnaround time within twenty-four (24) hours' notice.
- (iv) The Designated Solid Waste Receiving Facility shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming Solid Waste delivery vehicles. Such scales shall be permitted and in compliance with Section 531.60, Florida Statutes. Contractor shall calibrate and certify scales no less frequently than annually.
- (v) The Contractor shall weigh all trucks transporting Solid Waste generated within the City that enter the Designated Solid Waste Receiving Facility, record such weights separate from all other materials as specified herein, and generate reports of incoming Solid Waste as required herein or requested by the City. The Contractor shall take all reasonable efforts to ensure that Solid Waste generated within the City is correctly documented. The Contractor may use tare weights. If the Contractor chooses to do so, all tare weights must be recalibrated at least every sixty (60) calendar days.
- (vi) Upon acceptance of Solid Waste at the Designated Solid Waste Receiving Facility, the Contractor shall assume ownership of such Solid Waste. The Contractor shall bear all costs associated with transporting and disposing of the City's Solid Waste, including transport to the Designated Solid Waste Disposal Facility, if applicable.
- (vii) If Unacceptable Waste is found within a load of Solid Waste delivered by the City's Contract Hauler to the Designated Receiving Facility, the Contractor shall immediately notify the Contract Administrator and note the incident by taking a photograph of the Unacceptable Waste and the truck, including the truck number, that delivered the Unacceptable Waste. The Contractor is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all applicable laws. The cost of managing and disposing of such Unacceptable Waste shall be borne by the City, provided that the Contractor has adequately documented that such waste was delivered by or on behalf of the City.
- (viii) If Unacceptable Waste is found within a load of Solid Waste delivered by a Permitted Commercial Hauler, the Contractor is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all applicable laws. The cost of managing and disposing of such Unacceptable Waste shall be decided between the Contractor and the Permitted Commercial Hauler.

2.1.3. Record Keeping

- (i) The Contractor shall create, maintain, and make available records as defined herein; as required by all applicable local, State, and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to this Contract.**
- (ii) The Contractor shall maintain records of the amounts of the City's Solid Waste received at the Designated Solid Waste Receiving Facility. Such records shall be kept separate and apart from all other records maintained by the Contractor. Records shall distinguish between residential Solid Waste and commercial Solid Waste, and shall provide delivery date and time, hauler name, vehicle number, and net weight.**
- (iii) The Contractor shall maintain such records in accordance with generally accepted management principles and practices. The City shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.**
- (iv) The Contractor will maintain and allow access to books, records, data, documents, and reports relating to this Contract for five (5) years following the conclusion or termination of this Contract.**

2.1.4. Reporting

- (i) Prior to the fifteenth (15th) calendar day of each month during the term of this Contract, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall provide the total tonnage of residential Solid Waste and commercial Solid Waste received at the Designated Solid Waste Receiving Facility during the previous month, as well as a breakdown by delivery date and time, hauler name, vehicle number, and quantity. If applicable, the report should include any tonnage diverted from disposal by the Contractor.**
- (ii) Within thirty (30) days after the end of each Contract Year, the Contractor shall provide the Contract Administrator with a report summarizing the total Tons of residential Solid Waste and commercial Solid Waste delivered, broken down by hauler, to the Designated Solid Waste Receiving Facility during the Contract Year and total tonnage diverted from disposal (if applicable).**
- (iii) At least thirty (30) days prior to the end of each Contract Year during the term of this Contract, the Contractor shall ensure and certify to the City that all required documents are current and on file with the City. Such documents include, but are not limited to, certificates of insurance and performance bond.**

2.1.5. Solid Waste Disposal Fee

- (i) The per-Ton fee for receipt, management, and disposal of the City's residential and commercial Solid Waste, and providing all related services as specified herein, is as specified in the Bidder Response Form for Solid**

Waste Disposal of this IFB. This fee is hereinafter referred to as the "Solid Waste Disposal Fee."

- (ii) The Solid Waste Disposal Fee shall remain the same through the first Contract Year. At the beginning of the second Contract Year and each subsequent Contract Year during the term of the Contract, the Solid Waste Disposal Fee shall be adjusted based on eighty percent (80%) of the annual percentage change in the Consumer Price Index, rounded to the nearest tenth, for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the South Region (series ID #CUUR0300SA0) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, for the twelve (12) month period ending on the last day of the month of April. In no event shall the annual Solid Waste Disposal Fee adjustment exceed three percent (3%) of the Solid Waste Disposal Fee paid by the City during the previous Contract Year. The fee(s) in any subsequent term(s) shall be calculated in the same manner as in the initial term.
- (iii) The City shall be responsible for payment of the Solid Waste Disposal Fee for residential Solid Waste, as specified in Section 2.1.6. The Contractor shall collect payment for disposal of commercial Solid Waste from the City's Permitted Commercial Haulers. The City will not be responsible for payment of disposal of Solid Waste delivered by any hauler other than the City's Contract Hauler, regardless of whether such hauler identifies the Solid Waste as generated by City residents.

2.1.6. Invoicing and Payment

- (i) The Contractor shall submit a monthly invoice, in a form acceptable to the City, detailing the total fees due to the Contractor for disposal of residential Solid Waste during the previous month.
- (ii) The City shall remit payment within thirty (30) days of invoice receipt.

RESOLUTION NO. R-2013-168

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO CONSIDER THE FOLLOWING OPTIONS: (A) NEGOTIATE AND EXECUTE AGREEMENTS BETWEEN WASTE SERVICES OF FLORIDA, INC. AND THE CITY OF HOLLYWOOD FOR SOLID WASTE DISPOSAL SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$1,579,600.00, BETWEEN WASTE MANAGEMENT INC. OF FLORIDA AND THE CITY OF HOLLYWOOD FOR COMMINGLED WASTE DISPOSAL SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$487,500.00, AND BETWEEN ECOLOGICAL PAPER RECYCLING INC. AND THE CITY OF HOLLYWOOD FOR RECYCLABLES PROCESSING SERVICES FOR AN ESTIMATED ANNUAL REVENUE IN THE ESTIMATED AMOUNT OF \$510,560.00; AND REJECTING WASTE MANAGEMENT'S BID FOR DROP OFF COMMINGLED WASTE SERVICES; OR (B) EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY AND BROWARD COUNTY FOR SOLID WASTE SUPPORT SERVICES BY ELECTING TO USE (1) WHEELABRATOR AS THE SOLID WASTE AGREEMENT CONTRACTOR FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE SERVICES ONLY IN THE ESTIMATED ANNUAL AMOUNT OF \$1,659,200.00 AND AUTHORIZING BROWARD COUNTY TO PROVIDE CENTRALIZED BILLING SERVICES ON BEHALF OF THE CITY IN THE ESTIMATED ANNUAL AMOUNT OF \$6,000.00 FOR A TOTAL AGGREGATE ANNUAL AMOUNT OF \$1,665,200.00; OR (2) SUN-BERGERON AS THE SOLID WASTE AGREEMENT CONTRACTOR FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE SERVICES ONLY IN THE ESTIMATED AMOUNT OF \$1,730,000.00 AND AUTHORIZING BROWARD COUNTY TO PROVIDE CENTRALIZED BILLING SERVICES ON BEHALF OF THE CITY IN THE ESTIMATED ANNUAL AMOUNT OF \$6,000.00 FOR A TOTAL ANNUAL AGGREGATE AMOUNT OF \$1,736,000.00; NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY AND WASTE MANAGEMENT INC. OF FLORIDA FOR COMMINGLED WASTE DISPOSAL SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$487,500.00; NEGOTIATE AND EXECUTE AN AGREEMENT WITH ECOLOGICAL PAPER RECYCLING, INC. FOR RECYCLABLES PROCESSING SERVICES FOR AN ESTIMATED ANNUAL REVENUE IN THE ESTIMATED AMOUNT OF \$510,560.00; AND REJECTING THE SOLID WASTE DISPOSAL SERVICES PORTION OF BID NO. F-4365-13-1S; AND REJECTING WASTE MANAGEMENT'S BID FOR DROP OFF COMMINGLED WASTE SERVICES; OR (C) EXECUTE AN AGREEMENT WITH SUN-BERGERON SOLID WASTE SERVICES JV FOR SOLID WASTE SERVICES PURSUANT TO THE CITY OF MIRAMAR'S RFP NO. 11-03-10 (PIGGYBACK) IN AN ESTIMATED AMOUNT OF \$1,810,000.00 WITH AN ESTIMATED ANNUAL REVENUE SHARE OF \$60,000.00 FOR A TOTAL ESTIMATED CONTRACT AMOUNT OF \$1,750,000.00; AND REJECTING THE SOLID WASTE DISPOSAL SERVICES PORTION OF BID F-4365-13-IS;

NEGOTIATE AN EXECUTE AN AGREEMENT BETWEEN THE CITY AND WASTE MANAGEMENT INC. OF FLORIDA FOR COMMINGLED WASTE DISPOSAL SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$487,500.00; NEGOTIATE AND EXECUTE AND AGREEMENT WITH ECOLOGICAL PAPER RECYCLING, INC. FOR RECYCLABLES PROCESSING SERVICES FOR AN ESTIMATED ANNUAL REVENUE IN THE ESTIMATED AMOUNT OF \$510,560.00; AND REJECTING WASTE MANAGEMENT INC'S BID FOR DROP-OFF COMMINGLED WASTE SERVICES.

WHEREAS, twenty-six (26) communities and unincorporated Broward County entered into an Interlocal Agreement (ILA) in 1987 for the provision of solid waste services and also established a Resource Recovery System, including two waste to energy plants; and

WHEREAS, a Resource Recovery Board made up of elected officials from member communities was established to provide oversight; and

WHEREAS, the Interlocal Agreement will sunset on July 2, 2013, ending the governance of the Resource Recovery Board, and terminating the disposal services agreement, the recyclables processing agreement, and ancillary services agreement for household hazardous waste, residential drop off and Keep Broward Beautiful Program; and

WHEREAS, the Department of Public Works requested Procurement Services to issue a bid to include Solid Waste Disposal Services, Commingled Waste Disposal Services, Drop-Off Household Hazardous Waste Services, Drop-Off Commingled Waste Services and Recyclables Processing Services; and

WHEREAS, due to the complexity in the area of solid waste disposal services and the various services relating to solid waste, the Department of Public Works solicited the expertise of Kessler Consulting, Inc.; and

WHEREAS, Kessler Consulting, Inc. provided technical specifications, vendor qualifications, participated in various meetings and assisted with technical bid evaluation; and

WHEREAS, Notifications of Bid F-4365-13-IS were mailed on March 8, 2013, and the bid was advertised online via the City's website and DemandStar in accordance with the City's Purchasing Ordinance, Section 38.42(A)(1); and

WHEREAS, Bid No. F-4365-13-IS was opened at 3:00 P.M. on April 18, 2013, and resulted in three (3) responses for Solid Waste Disposal Services, two (2) responses for Commingled Waste Disposal Services, one (1) response for Drop-Off Household Hazardous Waste Services, one (1) response for Drop-Off Commingled Waste Services and four (4) responses for Recyclables Processing Services:

Solid Waste Disposal Services (\$/ton)

Sun Bergeron	\$43.25
Waste Management Inc. of Florida	\$41.48
Waste Services of Florida, Inc.	\$39.49

Commingled Waste Disposal Services (\$/ton)

Sun Bergeron	\$42.00
Waste Management Inc. of Florida	\$32.50

**Recyclables Processing Services
(% of Average market Value minus Contractor's fee)**

Ecological Paper Recycling, Inc.	80.0%	
Sun Bergeron	40.0%	
Waste Management Inc. of Florida	13.0%	
Waste Services of Florida, Inc.	35.5%	; and

WHEREAS, Clean Harbors Environmental Services, the only bidder for Drop-Off Household Hazardous Waste Services, was deemed non-responsive because they took exception to the minimum level of insurance coverage as required in the bid document; and

WHEREAS, pursuant to Section 38.51(A) of the City's Purchasing Ordinance, any actual or prospective bidder who is aggrieved in connection with the pending award of the bid, or any element of the process leading to the award of the Bid, may protest to the Director within five (5) business days after posting or any right to protest is forfeited; and

WHEREAS, on May 23, 2013, Waste Management Inc. of Florida did file a timely protest and the City Attorney reviewed the protest submitted by Waste Management Inc. of Florida and determined that it was not legally sufficient and therefore the protest was dismissed; and

WHEREAS, on May 24, 2013, Sun-Bergeron, JV did file a timely protest and the City Attorney reviewed the protest submitted by Sun-Bergeron, JV and determined that it was sufficient and therefore a protest hearing was scheduled; and

WHEREAS, the protest committee comprised of the City Manager's designees: the Director of Parking and Intergovernmental Affairs, the Director of Planning and Development Services, and the Committee Chairperson: the Director of Public Utilities, met to review, settle and resolve the protest received from Sun-Bergeron, JV; and

WHEREAS, the protest committee determined that the pending award or an element of the process leading to the award did not involve a significant violation(s) of law or applicable rule(s) or regulation(s) and therefore the protest was not decided in the Protester's favor; and

WHEREAS, the Public Works Department determined that the sole bid response received for Drop-Off Commingled Waste Disposal Services from Waste Management Inc. of Florida should be rejected because the bid exceeds the City's budgeted funding for these services; and

WHEREAS, after all Bids received were thoroughly reviewed, the Director of Public Works and the Director of Procurement Services recommend that the City Commission approve awards to the lowest responsive, responsible bidders as follows (Option A):

Waste Services of Florida, Inc.
(for Solid Waste Disposal Services)

Waste Management Inc. of Florida
(for Commingled Waste Disposal Services)

Ecological Paper Recycling Inc.
(for Recyclables Processing)

; and

WHEREAS, the term of these agreements are for an initial five (5) year period, beginning on the commencement dates, with the right to renew for two (2) additional five (5) year periods under the same terms and conditions as the initial term, including amendments; and

WHEREAS, award is subject to the City receiving all insurance required and approved by the City's Risk Manager, along with signed statements of Hold Harmless and Indemnity to the City; and

WHEREAS, funding has been provided in the fiscal year 2013 budget in the Public Work's Sanitation Fund (Fund 45) and will be budgeted in subsequent fiscal years; and

WHEREAS, since the Resource Recovery District will sunset on July 2, 2013, and in order to make available to all Broward County municipalities a regional, economic and environmentally sound method of solid waste disposal to commence on July 3, 2013, Broward County negotiated with both Wheelabrator and Sun-Bergeron to provide alternatives for solid waste disposal services, including Broward County offering to provide Centralized Billing and Flow Control Enforcement services to the municipalities,

and the municipalities have the option to enter into an Interlocal Agreement with Broward County (Option B) and choose to have Wheelabrator and/or Sun-Bergeron provide certain solid waste support services; and

WHEREAS, the proposed Interlocal Agreement with Broward County for solid waste support services utilizing either Wheelabrator or Sun-Bergeron allows the City to select from the following services: Residential Waste and Commercial Waste, Yard Waste, Bulk Trash, and Construction and Demolition Debris from either company or a combination of both; and

WHEREAS, in the event that the City Commission chooses to execute the Interlocal Agreement with Broward County, the Public Works staff is recommending that the City only elect to have Broward County provide Centralized Billing Services as the Flow Control Enforcement will be handled internally by the Department of Public Works; and

WHEREAS, Purchasing Ordinance 38.40(C)(8) provides that Purchases of, and contracts for, supplies or contractual services, when the City Commission declares by unanimous vote that competitive bidding is not in the best interest of the City are exempt from the competitive bidding process; and

WHEREAS, if the City Commission desires to have the City's solid waste disposal services provided by Wheelabrator, then City staff is recommending that only residential and commercial waste services be chosen under Price Option C in the estimated annual amount of \$1,659,200.00 plus the centralized billing services to be provided by Broward County in the estimated amount of \$6,000.00; and

WHEREAS, if the City Commission desires to have the City's solid waste disposal services provided by Sun-Bergeron, then City staff is recommending that only residential and commercial waste services be chosen in the estimated annual amount of \$1,730,00.00 plus the centralized billing services to be provided by Broward County in the estimated amount of \$6,000.00; and

WHEREAS, the City of Miramar approved and authorized the award of RFP No. 11-03-10 to Sun-Bergeron Solid Waste Services IV for the provision of solid waste disposal services for a five (5) year period with the option to renew for three (3) additional five (5) year terms; and

WHEREAS, Section 38.40(C)(5) of the City's Purchasing Ordinance allows the Director to procure, without following formal procedures, all goods and services which are subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, provided however, the goods and services are: (i) the subject of a price schedule negotiated by the state or the United States government, or (ii) the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental

entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby selects Option A and authorizes the appropriate City Officials to negotiate and execute the applicable agreement(s) for solid waste disposal services embodying the terms and conditions set forth in Bid F-4365-13-IS and as approved by the City Commission this date between Waste Services of Florida, Inc. and the City of Hollywood, in a form acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 2: That it hereby selects Option A and authorizes the negotiation and execution, by the appropriate City Officials, of an Agreement embodying the terms and conditions as set forth in Bid F-4365-13-IS and as approved by the City Commission this date between Waste Management Inc. of Florida and the City of Hollywood for Commingled Waste Disposal Services, in a form acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: That it hereby selects Option A and authorizes the negotiation and execution, by the appropriate City Officials, of an Agreement embodying the terms and conditions as set forth in Bid F-4365-13-IS and as approved by the City Commission this date between Ecological Paper Recycling Inc. and the City of Hollywood for Recyclable Processing Services, in a form acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 4: That it hereby authorizes the rejection of Waste Management's bid for Drop off Commingled Waste Services.

Section 5: That this resolution shall be in full force and effect immediately upon its passage and adoption.

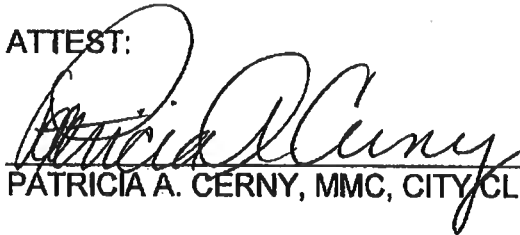
RESOLUTION FOR SOLID WASTE SERVICES IFB F-4365-13-IS

PASSED AND ADOPTED this 19 day of June, 2013.



PETER BOBER, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.



JEFFREY P. SHEFFEL, CITY ATTORNEY *pn*

