

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: February 21, 2019

FROM: Douglas R. Gonzales
City Attorney

SUBJECT: Proposed Interlocal Agreement with Broward County for Billing Services Related to the Broward County Landfill

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Public Utilities
- 2) Type of Agreement – Interlocal Agreement
- 3) Method of Procurement (RFP, bid, etc.) - Pursuant to Section 38.40(C)(8) of the City's Code of Ordinances, the City Commission may, when in the best interests of the City, by a **5/7th vote**, waive competitive bidding and competitive proposal requirements for the purchase of, and contracts for, supplies or services.
- 4) Term of Contract
 - a) initial – Commences upon the Effective Date and continues until termination by either party.
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a.
- 5) Contract Amount – Estimated Cost is \$50,000.00.
- 6) Termination rights- Either party may terminate upon written notice.
- 7) Indemnity/Insurance Requirements - City indemnifies pursuant to Subsection 9.1, however, City does not waive sovereign immunity under Section 768.28, Florida Statutes. City's contractor will also be required to indemnify County.
- 8) Scope of Services – Dept. of Public Utilities utilizes Broward County's Landfill to deliver the solid waste accumulated from the Stormwater Infrastructure for processing. In order to utilize the landfill, Broward County requires payment by a charge account and execution of the proposed agreement.
- 9) City's prior experience with Vendor (if any) - yes

cc: Wazir A. Ishmael, Ph.D., City Manager

