

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** March 29, 2023

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Interlocal Agreement with Broward County for Biosolids Solutions Study

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed 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.) – The Dept. of Public Utilities followed the procedures established in Florida Statute Section 163.01, Florida Interlocal Cooperation Act.
 - 4) Term of Contract:
 - a) Perpetual, until study is completed or terminated as provided in section 6 below.
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
 - 5) Contract Amount – Not to exceed amount of \$78,720.36
 - 6) Termination Rights – The agreement may be terminated by City for cause or convenience by providing 30 days advance written notice prior to execution of the Study Contract between the County and third party consultant.
 - 7) Indemnity/Insurance Requirements – The agreement Contains a provision requiring the City to indemnify the County for all damages resulting from County's disclosure of any City confidential information including Trade Secrets or Proprietary Information. Both County and City are self-insured up to statutory caps per Section, 768.28, Florida Statutes.
 - 8) Scope of Services – The Biosolids Study is intended to provide the Biosolids Solutions Working Group with information concerning the feasibility of constructing a regional biosolids management facility, biosolids processing and disposal, biosolids technologies, process improvements, and holistic alternatives that incorporate both sludge treatment, co-treatment of organics, and energy generation and reuse.
 - 9) Other Significant Provisions: n/a
- cc: George R. Keller, City Manager