

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: October 1, 2018

FROM: Douglas R. Gonzales
City Attorney

SUBJECT: Proposed Second Amendment to the Settlement Agreement with Broward County for the litigation styled *CITY OF SUNRISE ET. AL. V. BROWARD COUNTY* relating to the portion of the settlement for the parcel of land known as Alpha 250 by extending the sale delay period until October 11, 2019.

I have discussed the above Agreement with the participating Department/Office, and the general business terms and other significant provisions which are proposed are as follows:

- 1) Department/Office involved – City Attorney/Public Works
- 2) Type of Agreement – Second Amendment to Settlement Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – n/a
 - b) renewals (if any) –n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – n/a
- 6) Termination rights – n/a
- 7) Indemnity/Insurance Requirements – n/a
- 8) Scope of Services - n/a
- 9) City's prior experience with Vendor (if any) –n/a
- 10) Other significant provisions – The First Amendment to the Settlement Agreement set forth that Broward County and the Settling Municipalities agree that the sale of the Alpha 250 shall be delayed for a period of one (1) year from the Amendment Effective Date. The Sale Delay Period may be further extended for an additional period of up to one (1) year upon written approval of the County Administrator and the Mayors of Coconut Creek, Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston. During the Sale Delay Period the County will procure a study in

an amount not to exceed \$200,000 with the County paying the upfront cost of the Study, and the County shall recover 50% of the cost of the study (Municipal Share) as follows if the either of the following circumstances occur: (a) if Alpha 250 is sold to a third party with the closing of the sale occurring within 5 years after the study completion date, the County shall deduct the Municipal Share from the Alpha 250 sales proceeds before the County deposits the net proceeds of the sale into a trust account described in Section 4D of the Settlement Agreement; or (b) if the County, within 5 years after the study completion date, exercises its right under the Settlement Agreement to pay the net sales amount and retain the Alpha 250, the County shall deduct the Municipal Share from the net sales amount the County deposits into the trust account as described in Paragraph 4D of the Settlement Agreement.

The Study shall evaluate and provide recommendations regarding the following general areas:

(a) How a 75% County-wide recycling goal may be reached; (b) Whether retaining public ownership of Alpha 250 would facilitate the meeting of that recycling goal or would provide other benefits in connection with solid waste disposal within Broward County; and (c) General solid waste disposal issues as determined by the Working Group (consisting of three (3) municipal staff members selected by the Mayors, three (3) County staff members selected by the County Administrator), which may include options regarding flow control and potential governance or contractual structures for collaborative management of solid waste disposal.

In August 2018, the Arcadis Team concluded the study and issued its Solid Waste and Recycling Issues Study Interim Final Report, which summarizes the Arcadis Team's findings based on the study and includes its final evaluations and recommendations. In order to analyze the Interim Final Report and address the final evaluations and recommendations, the County and the Settling Municipalities desire to amend the Settlement Agreement to further extend the Sale Delay Period to October 11, 2019 under the terms and conditions set forth in the attached Second Amendment.

On September 13, 2018, Broward County approved the attached Second Amendment to the Settlement Agreement and executed same, which now requires all of the Settling and Consenting Municipalities to approve and execute the attached Second Amendment.

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