

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE SECOND AMENDMENT TO THE SOLID WASTE DISPOSAL AGREEMENT WITH WASTE CONNECTIONS OF FLORIDA, INC. FOR AN ESTIMATED ANNUAL AMOUNT OF \$1,867,800.00.

WHEREAS, on July 1, 2013, the City and Progressive Waste Solutions of FL, Inc., f/k/a Waste Services of Florida, Inc., d/b/a Waste Connection of Florida ("Waste Connections"), entered into an agreement for Solid Waste Disposal Services, in accordance with Bid F-4365-13-IS, for an initial five year term for an annual estimated annual expenditure of \$1,579,600.00, with the option to renew for two additional five year periods; and

WHEREAS, on June 6, 2018, the City Commission passed and adopted Resolution No. R-2018-192, which approved and authorized the execution of a First Amendment to the Agreement to allow for an interim contract term and revised compensation in order to allow the City to evaluate its Solid Waste Disposal Services, and the term of the agreement was extended to July 31, 2019; and

WHEREAS, the solid waste disposal fees set forth in the interim Agreement increased from \$41.08 per ton to \$45.82 per ton during the extension term only; and

WHEREAS, the parties executed the First Amendment on July 16, 2018, providing that "in the event that the City determines that it is in the City's best interest to retain the services of the Vendor beyond the interim term, the City may exercise one or more of the remaining renewal options under the existing agreement's terms and conditions, and the Disposal Fees, subject to CPI Adjustments, will revert back to the rates applicable at the time the renewal decision was made in July of 2018"; and

WHEREAS, on October 17, 2018, a Solid Waste Workshop was conducted and the City Commission supported Public Works' recommendation to negotiate with Waste Connections for a solid waste disposal agreement and a recyclables processing services agreement; and

WHEREAS, City staff, along with the City's Consultant, have determined that it is in the City's best interest to retain the Vendor, and the Vendor has agreed to be retained; and

WHEREAS, under the proposed Second Amendment to the Agreement, the solid waste disposal fees shall revert back to \$41.08 per ton, and will be subject to a CPI

adjustment for July 2018 of 1.9% or \$0.78 per ton, and July 2019 of 1.4% or \$0.59 per ton for a new solid waste disposal rate of \$42.45 per ton, or \$1,867,800.00 annually; and

WHEREAS, under the proposed Second Amendment to the Agreement, the term will expire on July 2, 2023 and the City will have one, five year renewal option remaining; and

WHEREAS, City Code Section 38.40(C)(8) provides that when the City Commission declares by a 5/7ths vote that competitive bidding and competitive proposals are not in the best interest of the City, such purchases are exempt from the competitive bidding and competitive proposal requirements; and

WHEREAS, funding for this service has been provided in the FY 2019 budget in the Department of Public Works Budget Account Number 445.520101.53400.543610.000000.000.000.

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

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached Second Amendment to the Solid Waste Disposal Agreement with Waste Connections of Florida, Inc., together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption

PASSED AND ADOPTED this _____ day of _____, 2019.

JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC, CITY CLERK

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

DOUGLAS R. GONZALES, CITY ATTORNEY