

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** October 26, 2017  
**FROM:** Alan Fallik, Acting City Attorney  
**SUBJECT:** Authorization to negotiate and execute a franchise agreement between FLSC, LLC and the City to provide a textile recycling and collection services program

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

- 1) Department/Division involved – Police
- 2) Type of Agreement – Franchise Agreement
- 3) Method of Procurement (RFP, bid, etc.) – **Town of Davie Bid No. B-14-92.** 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.
- 4) Term of Contract
  - a) initial – 4 years
  - b) renewals (if any) – yes.
  - c) who exercises option to renew – both.
- 5) Contract Amount – Estimated general guaranteed revenue per year is \$100,000.00 (amount is based upon up to 50 bins at \$2,000 per bin). Any additional bins over 50, Vendor shall pay \$2,000 per year per bin. After 1<sup>st</sup> year of agreement, starting on October 1, 2018, guaranteed revenue will be adjusted in accordance with CPI-All Urban Consumers’ (Series IDCUURA320SA0 and CUUSA320SA0) for Miami-Fort Lauderdale.
- 6) Termination rights – With or without cause
- 7) Indemnity/Insurance Requirements – Yes
- 8) Scope of Services – Vendor will provide a textile recycling and collections services program.

- 9) City's prior experience with Vendor – n/a
- 10) Other significant provisions – a) The Vendor will remit \$5,000.00 once a year to the City for use as \$25 vouchers to be distributed to people in need of purchasing clothing at the vendor's retail store in Lauderdale Lakes. These vouchers could be used for crime victims, needy families, or homeless people participating in the Homeless Family Reunification Program; (b) the Vendor will provide textile collection bins whenever the City sponsors the Quarterly Hazardous Waste collections days or "Shred-A-Thon" events and will pay the City an additional separate fee of .10 cents per pound collected at these events. The City will receive the check from these events within two weeks after the conclusion of the event. These funds will go into the Community Endowment Trust Fund; and (c) **There is a most favored nation clause in the agreement.**

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