

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners  
**FROM:** Jeffrey P. Sheffel, City Attorney  
**DATE:** May 6, 2014  
**SUBJECT:** Authorizing execution of the attached agreement with Progressive Waste Services for Recyclables Processing Services.

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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 – Public Works
- 2) Type of Agreement – n/a
- 3) Method of Procurement (RFP, bid, etc.) – Bid No. F-4365-13-IS
- 4) Term of Contracts
  - a) initial – Contract commences on May 8, 2014 and expires on July 2, 2018.
  - b) renewals (if any) – two (2) additional five (5) year terms
  - c) who exercises option to renew – Yes, at the option of the City and with the concurrence of the respective Contractor, subject to City Commission approval.
- 5) Contract Amounts – in an estimated annual revenue of \$226,560.00.
- 6) Termination rights – City has right to terminate with or without cause.
- 7) Indemnity/Insurance Requirements – Vendor shall comply with applicable City requirements.
- 8) Scope of Services – Progressive Waste Services will provide recyclables processing services.

Term Sheet for IFB F-4365-13-IS Recyclables Processing Services

9) City's prior experience with Vendor (if any) – Vendor currently provides Solid Waste Disposal Services to the City.

10) Other significant provisions - City acknowledges that Vendor is only entering into this Agreement based on the City's representation that its contract for the Recyclable Processing Services with Ecological Paper Recycling, Inc. will terminate on May 7, 2014 and that Vendor shall not be liable for any revenues or liabilities owed to City prior to the Effective Date for the Recyclable Processing Services. City agrees, to the extent allowed by law, to indemnify, defend, and hold harmless Vendor from any and all causes of action, liabilities or damages arising out of City's award of this Agreement and the Recyclable Processing Services to Vendor.

cc: Cathy Swanson-Rivenbark, City Manager