

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** May 21, 2018

**FROM:** Douglas R. Gonzales, City Attorney

**SUBJECT:** Authorizing execution of the attached First Amendment to the agreement with Progressive Waste Services for Solid Waste Disposal 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 – First Amendment
- 3) Method of Procurement (RFP, bid, etc.) – Original Bid No. F-4365-13-IS. **As the proposed First Amendment is for an interim term, this item is being considered as best interest pursuant to Section 38.40(C)(8), this item requires a 5/7ths vote.**
- 4) Term of Contracts
  - a) initial – Contract commences on May 8, 2014 and expires on July 2, 2018. **This First Amendment provides for an interim term from July 3, 2018 to July 31, 2018.**
  - b) renewals (if any) – under original agreement there are two (2) additional five (5) year terms. **For purposes of the First Amendment, in the event that the City determines it is in its best interest to retain the services of Vendor beyond the interim term, then the City may exercise on or more of the two remaining five year renewal options under the existing agreement's terms.**
  - c) who exercises option to renew – Yes, at the option of the City and with the concurrence of the respective Vendor, subject to City Commission approval.
- 5) Contract Amounts – Pursuant to the First Amendment, the Solid Waste Disposal Fee will increase from \$41.08 per ton to \$45.82 per ton during the interim term. **If the City determines to retain the services of the Vendor beyond said term as set forth above, the Disposal Fees, subjects to any CPI Adjustments, will revert back to the rates applicable at the time the renewal decision was made in July of 2018.**
- 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 – Vendor will provide solid waste disposal services.

Term Sheet for First Amendment to the Solid Waste Disposal Services Agreement with Progressive Waste Solutions of FL, Inc.

- 9) City's prior experience with Vendor (if any) – yes
- 10) Other significant provisions – All other terms and conditions of the July 3, 2013 Agreement shall remain in full force and effect.

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