

**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 d/b/a Waste Connections of FL, Inc. for Recyclables Processing Services.

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. **The First Amendment proposes an interim term from July 3, 2018 to July 31, 2019.**
 - b) renewals (if any) – none
 - c) who exercises option to renew – n/a
- 5) Contract Amounts – **For the interim term, said services shall be provided to the City at no cost, and any City Program Recyclables Revenue that was to be received by the City under the current existing agreement is hereby suspended, and not accrued.**
- 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 recyclables processing services.

Term Sheet for First Amendment to the Agreement with Progressive Waste Solutions of
Fl, Inc. d/ba/ Waste Connections of Florida for Recyclables Processing Services

- 9) City's prior experience with Vendor (if any) – Yes
- 10) Other significant provisions – All other terms and conditions of the May 8, 2014 Agreement shall remain in full force and effect.

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