

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** August 28, 2018

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Second Amendment to the Curbside Recycling Collection Services Agreement to extend the agreement for an interim period with rate increases

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 – Second Amendment
- 3) Method of Procurement (RFP, bid, etc.) – Initial Procurement was pursuant to Bid No. F-44457-15-RD. This item is a **Best Interest pursuant to Section 38.40(C)8 of the Purchasing Code and requires a 5/7ths vote.**
- 4) Term of Contracts
 - a) initial – Agreement expires on January 31, 2019. This First Amendment extends the term until July 31, 2019.
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amounts – The proposed amendment will increase the City's weekly cost from \$23,914.71 to \$27,134.88 whereby the total cost for the six month interim period will not exceed \$704,964.06. **The increase is effective on January 31, 2019.**
- 6) Termination rights – City has right to terminate with or without cause.
- 7) Indemnity/Insurance Requirements – Waste Pro shall comply with applicable City requirements.
- 8) Scope of Services - The proposed amendment will extend the current agreement for an interim period and Waste Pro will continue to provide curbside collection services under the same terms and conditions of the initial contract.
- 9) City's prior experience with Vendor (if any) – Yes.
- 10) Other significant provisions – n/a

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