

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** June 3, 2019

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Second Amendment to the Recyclables Processing Services Agreement with Waste Connections of Florida f/k/a Progressive Waste Solutions of Florida

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Dept. of Public Works
- 2) Type of Agreement – Second Amendment to the Agreement
- 3) Method of Procurement (RFP, bid, etc.) – **Best Interest. Section 38.40(C)(8) of the Purchasing Ordinance requires a 5/7ths vote.**
- 4) Term of Contract:
 - a) initial – from July 3, 2018 to July 2, 2023.
 - b) renewals (if any) – Yes, one additional five year term.
 - c) who exercises option to renew – mutual
- 5) Contract Amount – Estimated annual amount of \$430,000.00.
- 6) Termination Rights – with or without cause.
- 7) Indemnity/Insurance Requirements –Vendor will comply with all applicable City requirements.
- 8) Scope of Services – Vendor will provide recyclable processing services pursuant to the terms in conditions set forth in the original agreement pursuant to Bid No. 4365-13-IS and as amended in the proposed Second Amendment.
- 9) Other Significant Provisions: Any and all revenue from the Vendor shall be calculated and remitted to the City based upon the Revenue requirements set forth in Exhibit “A” to the proposed Second Amendment. The City shall remit any amounts, if any, due to the Vendor based upon the calculations set forth in Exhibit “A”.

cc: Dr. Wazir Ishmael, City Manager