

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** August 15, 2016  
**FROM:** Jeffrey P. Sheffel, City Attorney  
**SUBJECT:** Second Amendment to the Agreement with Waste Management Inc. of Florida for Commingled Waste Disposal 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 – n/a
- 3) Method of Procurement (RFP, bid, etc.) – Bid No. F-4365-13-IS/ Amendment pursuant to Section 38.42(E)(1) of the Purchasing Ordinance.
- 4) Term of Contracts
  - a) initial – 5 years
  - 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 – The Second Amendment proposes to increase the fee from \$682,500.00 to \$862,000.00 for the remainder of the five year term (July 14, 2018). This is an increase of \$179,500.00 based upon a 26,650 tons at the rate of \$32.34 per ton.
- 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 – Waste Management, Inc. of Florida at its designated receiving facility will accept from the City's Contractor (Waste Pro) commingled waste.

Term Sheet for IFB F-4365-13-IS (Solid Waste Disposal Services, Commingled Waste Services and Recyclables Processing Services). Second Amendment.

- 9) City's prior experience with Vendor (if any) – yes.
- 10) Other significant provisions – The proposed cost increase is due to a change in estimated tonnage from 21,000 to 26,650.

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