

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** June 18, 2015

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: First 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
- 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 First Amendment proposes to increase the fee from \$487,000 to \$682,500.00 for the remainder of the five year term (July 14, 2018). This is an increase of \$195,000.
- 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).

- 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 the initial estimate of 15,000 to 21,000 (a 6,000 ton increase).

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