

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: May 21, 2018

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Third 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 – Third Amendment
- 3) Method of Procurement (RFP, bid, etc.) – Initial 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 – 5 years. **The First Amendment proposes an interim term from July 15, 2018 to July 31, 2019.**
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amounts – Estimated contract cost \$908,090.00 (this is inclusive of the CPI Adjustment).
- 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 Third Amendment with Waste Management, Inc. for Commingled Waste Disposal Services

9) City's prior experience with Vendor (if any) – yes.

10) Other significant provisions – n/a

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