

RESOLUTION NO. R-2018-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED CONSULTING/PROFESSIONAL SERVICES AGREEMENT WITH KESSLER CONSULTING, INC. FOR SOLID WASTE CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$130,000.00.

WHEREAS, the City's current solid waste collection, solid waste disposal, commingled collection, commingled disposal, recycling collection and recycling processing agreements are scheduled to expire, pending some necessary contract extensions, on July 31, 2019; and

WHEREAS, the Department of Public Works is interested in conducting a solid waste analysis, researching various options for these same services that include but are not limited to solid waste collection and disposal, commingled collection and disposal, recycling collection and processing, current program evaluation, evaluating in-house collections versus contractor collections, evaluating alley collection versus curbside collection, developing contract/bid specifications, bid evaluations to include fee and rate study for impacts of recommendations and assist with implementation after award; and

WHEREAS, due to the complexity in the area of solid waste collection and disposal, as well as recycling collection and processing, current study and evaluation of the Alpha 250 site performed by Broward County, utilizing a Solid Waste Working Group and the various options relating to solid waste collection and disposal, recycling collection and processing, that will result from this study, including the possibility of creating a countywide Solid Waste Authority, the City has determined that it is in its best interest to obtain third party assistance in conducting this analysis; and

WHEREAS, Kessler Consulting, Inc. specializes in consulting and procurement services in the area of solid waste and is a current participant in the Broward County Solid Waste Working Group; and

WHEREAS, Kessler Consulting, Inc. has performed solid waste disposal consulting services for the City in the past, and performance was satisfactory; and

WHEREAS, pursuant to Section 38.40(C)(2) of the City's Purchasing Code, contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding or competitive proposals, and are exempt from the Code; and

WHEREAS, funding for the attached agreement has been appropriated and exists in account number 45.5121.00000.534.004361.


NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached agreement with Kessler Consulting, Inc., together with such non-material changes as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 4 day of April, 2018.



JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.



DOUGLAS R. GONZALES, CITY ATTORNEY *DR*

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2018, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "City"), and Kessler Consulting Inc., a corporation authorized to do business in the State of Florida, whose principal office is located at 14620 N. Nebraska Ave., Bldg. D, Tampa, FL, whose Federal I.D.number is _____ (hereinafter referred to as "CONSULTANT").

WHEREAS, the City's current solid waste collection, solid waste disposal, commingled collection, commingled disposal, recycling collection and recycling processing agreements are scheduled to expire, pending some necessary contract extensions, on July 31, 2019; and

WHEREAS, the Department of Public Works is interested in conducting a solid waste analysis, researching various options for these same services which include, but are not limited to, solid waste collection and disposal, commingled collection and disposal, recycling collection and processing, current program evaluation, evaluating in-house collections versus contractor collections, evaluating alley collection versus curbside collection, developing contract/bid specifications, bid evaluations to include fee and rate study for impacts of recommendations and assist with implementation after award; and

WHEREAS, due to the complexity in the area of solid waste collection and disposal, and recycling collection and processing, current study and evaluation of the Alpha 250 site performed by Broward County, utilizing a Solid Waste Working Group and the various options relating to solid waste collection and disposal, recycling collection and processing, that will result from this study, including the possibility of creating a countywide Solid Waste Authority, the City has determined that it is in the best interest to develop a bid for such services; and

WHEREAS, CONSULTANT specializes in consulting and procurement services in the area of solid waste and is a current participant in the Broward County Solid Waste Working Group; and

WHEREAS, CONSULTANT has provided various municipalities and counties with skilled research, analysis, valuation and strategic advice in the area of solid waste collection and disposal; and

WHEREAS, the City requires the expertise of CONSULTANT for the development phase of the procurement development, negotiation phase, and the implementation process.

NOW, THEREFORE, in consideration of the mutual promises herein, the CITY and the CONSULTANT hereby agree as follows:

ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the development phase of the Solid Waste Collection and Disposal Services Bid process which is attached hereto and incorporated herein by reference as Exhibit "A".

The CONSULTANT'S Representative shall be Mitch Kessler
Telephone No.: (813) 971-8333

The City's Representative shall be Sylvia Glazer
Telephone No. 954-967-4526

ARTICLE 2 – SCHEDULE/TERM

The CONSULTANT shall commence services upon receipt of the executed contract and complete all services for Tasks 1, 2, & 3 set forth in the Scope of Services within 90 calendar days of execution of this Contract, contingent upon timely provision of requested information and timely decisions by the City. Task 4, 5 6, & 7 as set forth in the Scope of Services will be developed as part of Task 1; and this schedule may need to be altered based on decisions made by the City Commission during the project as more specifically set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the City under this Contract for all services, materials, out-of-pocket expenses and also including any approved subcontracts shall not exceed a total contract amount of \$130,000.00. For purposes of this Contract, out-of-pocket expenses are for such items as travel, copying, postage, and express mail. The CONSULTANT shall notify the City's Representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the City on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work and as outlined in Attachment "1" of Exhibit "A". All invoices submitted to the City must be itemized to indicate the number of hours incurred by each category of personnel. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the CONSULTANT that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, CITY'S obligation to pay CONSULTANT but does not include a limitation upon CONSULTANT'S duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.
- B. Invoices received by the City from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the City Representative's approval, provided however, that the City will retain ten (10) percent of each monthly payment as security for final contract completion. In addition to detailed invoices,

upon request of the City's Representative, CONSULTANT will provide City with detailed periodic Status Reports on the project.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the City. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service based on CONSULTANT'S 2018 rate schedule. Should the CITY determine that said rates and costs were significantly increased due to incomplete, non current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the City's Representative in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative to the CONSULTANT. Unless the CONSULTANT is in breach of its Contract, the CONSULTANT shall be paid for services rendered to the City's satisfaction through the date of termination. Ten (\$10.00) Dollars paid to the CONSULTANT, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City. This contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Article 1, must be made known to the City's Representative and written approval must be granted by the City's Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

CONSULTANT shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 8 - FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the CONSULTANT authorized to use the City's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the FY 13 Operating Budget for this contract.

ARTICLE 10 - INSURANCE REQUIREMENTS

The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the CONSULTANT allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the Subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

REQUIRED INSURANCE

1. Commercial General Liability

Commercial General Liability Insurance to cover liability for bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and contractual. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

A. Single Limit Bodily Injury & Property Damage

1. General Aggregate	\$ 300,000
2. Products-Comp/Op Aggregate	\$ 300,000
3. Personal and Advertising Injury	\$ 300,000
4. Each Occurrence	\$ 300,000
5. Fire Damage	\$ 50,000

2. Professional Liability

Professional Liability with minimum limits of \$1,000,000.00 for each claim. If coverage is provided on a claims made basis then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

CONSULTANT shall notify the CITY Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

.3. Worker's Compensation Insurance

Workers' Compensation Insurance shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his Subcontractors shall maintain during the life of this Contract Employer's Liability Insurance. The following must be maintained.

A.	Workers' Compensation	\$100,000
B.	Employer's Liability	\$500,000

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the CONSULTANT shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the CONSULTANT.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notice by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notice and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the City shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - DEBT

The CONSULTANT shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the City's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

ARTICLE 18 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract or until completion of any audit, whichever is later. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 20 - INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 21 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the CONSULTANT agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 24 - MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the City's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the CITY, and if such amendment is in excess of \$25,000 it must also first be approved by the CITY Commission and signed by the appropriate City Official authorized by the City Commission.

The City shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

Director of Public Works
Attn: Sylvia Glazer
1600 S. Park Road
Hollywood, FL. 33020

and if sent to the CONSULTANT shall be mailed to:

Mitch Kessler
Kessler Consulting Inc.
14620 N. Nebraska Ave., Bldg. D.
Tampa, FL 33613

ARTICLE 26 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by CONSULTANT in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by CONSULTANT to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

City of Hollywood, a municipal
Corporation of the State of Florida

Patricia A. Cerny, MMC, City Clerk

By: _____
Wazir Ishmael, Ph.D., City Manager

Approved as to form & legal sufficiency
For the use and reliance of the City of Hollywood,
Florida, only.

Approved by: _____
Cintya Ramos, Director of
Financial Services

Douglas R. Gonzales, City Attorney

Exhibit "A"

Scope of Services

Scope of Services

Outlined below are the tasks and activities KCI will complete to assist the City in developing and implementing a sound strategy for future solid waste and recycling services. Input and guidance from City staff, decision-makers, and stakeholders is critical throughout the process to ensure the City's objectives are met.

PHASE 1

Task 1 – Project Kick-off

Participate in a project kick-off meeting with City staff to discuss and clearly define the City's objectives and information needed by KCI to complete the project.

Prepare a schedule for completion of the scope of services.

Task 1 Deliverables:

- Kick-off meeting within one week of receiving Notice to Proceed.
- Project schedule within two weeks of kick-off meeting.

Task 2 – Review Existing Documents

Request from City staff relevant documents for review. These include, but are not limited to, exclusive and non-exclusive franchise agreements, processing and disposal agreements, recycling incentive agreement, City and County Ordinances, current contractor fees, current customer counts and service fees, financial data, relevant surveys and comparisons with neighboring municipalities, and other relevant information.

Review relevant documents to gain an understanding of the City's existing solid waste management system, including collection, disposal and recycling programs; operations processes; contracts currently in place; fee structures; and current revenues, expenses and budget.

Task 3 Evaluate Alternatives and Options for Improvement in Collection Services

Discuss and confirm with City staff that the commingled collection options to be evaluated are as follows:

- Frequency of commingled collection – 1 time per week, 1 time per month, 1 time per month with option of collecting carted vegetative material weekly, and on-call service.
- Quantity of commingled materials – unlimited pile size versus limited pile size, e.g., 4 cubic yards per collection.
- Collection point – alley service versus curbside service.
- Private versus public collection – maintain contractor system or establish City crews for all commingled collection services or for limited services such as illegal dumping and collection of violation issues/material.
- Integration of food waste and other organic materials collection.

Discuss and confirm with City staff that the garbage and recycling collection options to be evaluated are as follows:

- Combine solid waste, recycling and commingled collection into single contract.
- Combine disposal and materials processing into single contract.
- Combine all collection, disposal and materials processing services into single contract.
- Incorporate commercial and multi-family collection services into the exclusive franchise, in accordance with Florida Statute §403.70605, in lieu of 13 non-exclusive franchise agreements.
- Separate cart purchase and maintenance contract versus include it in collection contract.
- Separate recycling incentive contract versus include it in collection contract.
- Incorporate diversion incentives for collection contractor.

Discuss and confirm with City staff that the garbage and recycling collection options to be evaluated are as follows:

- Frequency of garbage collection – 2 times per week versus 1 time per week.
- Pay As You Throw (PAYT) system for garbage collection.
- Collection point – alley service versus curbside service.
- Private versus public collection – maintain contractor system or establish City crews for all garbage and recycling collection services or some combination.

Discuss and confirm with City staff that the various contracting options to be evaluated are as follows:

- Combine solid waste, recycling and commingled collection into single contract.
- Combine disposal and materials processing into single contract.
- Combine all collection, disposal and materials processing services into single contract.
- Incorporate commercial and multi-family collection services into the exclusive franchise, in accordance with Florida Statute §403.70605, in lieu of 13 non-exclusive franchise agreements.
- Separate cart purchase and maintenance contract versus include it in collection contract.
- Separate recycling incentive contract versus include it in collection contract.
- Incorporate diversion incentives for collection contractor.

Evaluate existing collection operations/contracts and possible future collection and contracting options as agreed upon above. The evaluation will include the following:

- Operational impacts including program and/or collection efficiencies.
- Service delivery cost implications including potential impact to rate payers.
- Service quality implications.

- Customer service considerations.
- Pros and cons of each option.

Prepare a draft report for review by City staff, review and discuss with City staff, and revise the report accordingly.

Prepare a PowerPoint presentation summarizing results of the evaluation.

Discuss the findings in one-on-one meetings with City Commissioners, as requested.

Present the findings at a City Commission Workshop to obtain guidance and direction regarding how to structure and implement future solid waste programs, contracts, service delivery and cost recovery.

Revise and finalize the report.

Task 3 Deliverables:

- Draft report
- Revised draft report based on City staff review.
- PowerPoint presentation for Commission Workshop.
- Participation in one-on-one meetings with City Commissioners, scheduled over a two-day period.
- Presentation at City Commission Solid Waste Workshop.
- Final report.

The budget provided in this scope of work is based on the number of meetings and assumptions outlined above. KCI is available to participate in more meetings and is willing to adjust the budget as needed to accommodate additional meetings.

Task 4 – Household Verification

The purpose of this task is to verify the number of households serviced by the City's exclusive collection franchisee. This scope of work assumes this will be a desktop verification process based on available records and documents.

Anticipated activities include the following:

- Request and review contractor records, utility bills and other relevant records.
- Evaluate available records to verify the number of households serviced.
- Prepare a technical memorandum summarizing the evaluation process and findings.

Task 4 Deliverables:

- Technical memorandum

Task 5 – Procurement Documents

Based on direction provided by the City Commission during the Workshop, KCI will assist the City with procuring collection, disposal and processing services. KCI will work hand-in-hand with City solid waste, purchasing and legal staff to conduct a defensible procurement process that meets the City's needs and objectives. This scope

of work assumes that a single RFP will be prepared, and a single procurement process conducted. Because of the multiple services to be provided, this will be a complex RFP and contract. If multiple procurements or contracts are desired, each process will follow the steps outlined below but the budget will need to be adjusted to reflect the additional level of effort required.

Anticipated activities to complete Task 5 include the following:

- Develop an RFP document that is consistent with the City's template and that includes submittal requirements, minimum vendor qualifications, schedule, evaluation criteria, and price form.
- Develop a separate price form for the collection of violation issues (i.e., oversized piles, illegal dumping, etc.).
- Develop a draft contract that includes technical specifications, minimum resource requirements (i.e., number of routes, number of trucks, missed collection sweep vehicle, etc.), performance requirements, increased liquidated damages, and contractor funding for related activities (e.g., funding for alley resurfacing and Sanitation Code Enforcement and Recycling Coordinator staffing).
- Revise the RFP and draft contract based on client's technical review and comments and submit revised documents.
- Revise the RFP and draft contract based on client's legal review and comments and submit revised documents.
- Work interactively with City staff to finalize the RFP and draft contract.
- Prepare a list of vendors to be notified of the RFP release.
- Provide technical support and assist with responding to vendor questions during the pre-proposal meeting.
- Review any written questions or comments received by the City from vendors.
- Work jointly with City solid waste, purchasing, and legal staff to assist in drafting any necessary addenda in response to vendor questions.

Task 5 Deliverables:

- Draft RFP and contract
- Revised RFP and contract to address technical review comments.
- Final RFP and contract to address legal review comments.
- List of potential vendors and contacts.
- Draft and final addenda.
- Participation in pre-proposal meeting, with additional calls (by telephone or Skype) as needed.

Task 6 – Proposal and Price Evaluation; Assessment Estimate

KCI will provide technical assistance to the City in evaluating proposals and price submittals. Based on the evaluation committee's findings, KCI will estimate a non-ad valorem assessment to assist the City in evaluating such an assessment in lieu of

invoicing for service on monthly utility bills. KCI will assist in presenting results to elected officials. This scope of work assumes that no more than five proposals will be received.

Anticipated task activities to complete Task 6 include the following:

Review the technical aspects of proposals received and prepare a price summary spreadsheet.

- Provide technical assistance as needed during the evaluation committee meeting.
- In addition to contract service fees, obtain from City staff any additional solid waste fees and costs to be included in the non-ad valorem assessment to identify the full cost of providing solid waste services.
- Estimate the non-ad valorem assessment based on the evaluation committee's recommendation for award, unit counts provided by the City, total costs and fees to be assessed, and fair apportionment of those costs and fees.
- Prepare a PowerPoint presentation summarizing RFP pricing, evaluation committee's recommendations, and estimated non-ad valorem assessment.
- Discuss the results in one-on-one meetings with City Commissioners, as requested.
- Present the findings at a City Commission meeting.
- Assist in finalizing the contract based on the award decision by the City Commission.

Task 6 Deliverables:

- Price summary sheet.
- Non-ad valorem estimate.
- PowerPoint presentation summarizing RFP pricing, evaluation committee's recommendations, and estimated non-ad valorem assessment.
- Participation in one-on-one meetings with City Commissioners, scheduled over a two-day period.
- Presentation at City Commission meeting.
- Modifications to the final contract, as needed.

Task 7 – Implementation Assistance

KCI will assist the City in implementing any service or program changes following contract award. A more detailed scope and budget for this task will be provided once the exact nature of these changes is known.

Specific task activities will be determined based on any service changes selected by the City and the contract awarded. Task activities might include, but would not be limited to, the following:

- Prepare a detailed implementation schedule and checklist.
- Coordinate and participate in transition meetings with the selected vendor(s).
- Provide onsite oversight of transition activities.

- Assist in developing outreach and education materials.
- Other activities as requested to ensure a smooth transition in service.

Compensation

Because of potential unknown factors associated with this project, KCI proposes to conduct this scope of work on a time-and-materials basis for an amount not to exceed \$128,874.00, including labor and expenses, without the City's prior approval. A budget breakdown by task is attached. Labor will be invoiced at the rates provided in the attachment and expenses will be billed at cost without mark-up.

The level of effort required to successfully complete the tasks outlined above is variable based on various factors, such as the number of service options evaluated, number of meetings, number of proposals, extent of service transition, etc. This budget is based on assumptions as specified throughout this scope of work but can be revised to reflect any changes in these assumptions. The City will only pay for actual work performed.

Schedule

KCI will complete Tasks 1 through 3 within 90 calendar days of receiving Notice to Proceed. A tentative schedule for completing Tasks 4 through 7 will be developed as part of Task 1; however, this schedule may need to be altered based on decisions made by the City Commission during the project.

**ATTACHMENT A
HOLLYWOOD, FL
PROPOSED BUDGET
SOLID WASTE CONSULTING SERVICES**

LABOR										
Task #		1	2	3	4	5	6	7		
CATEGORY (NAME)	HOURLY RATE	Kick-Off Meeting & Schedule	Review Existing Documents	Evaluate Collection Alternatives & Options	Household Verification	Procurement Documents	Proposal & Price Evaluation; Assessment	Implementation Assistance	TOTAL HOURS	TOTAL DOLLARS
Project Director	\$210.00	10.0	2.0	41.0	2.0	16.0	44.0	4.0	119.0	\$24,990
Project Manager	\$170.00	16.0	16.0	60.0	8.0	90.0	74.0	8.0	272.0	\$46,240
Senior Consultant II	\$160.00			40.0			0.0	20.0	60.0	\$9,600
Senior Consultant I	\$140.00						16.0		16.0	\$2,240
Consultant II	\$105.00								0.0	\$0
Consultant I	\$95.00		24.0	100.0	24.0			80.0	228.0	\$21,660
Research Analyst II	\$85.00								0.0	\$0
Research Analyst I	\$65.00		30.0	36.0	12.0	140.0	18.0	16.0	252.0	\$16,380
Administrative Support	\$65.00	2.0	2.0	8.0	2.0	10.0	6.0	2.0	32.0	\$2,080
SUBTOTAL LABOR HOURS		28.0	74.0	285.0	48.0	256.0	158.0	130.0	979.0	\$123,190
SUBTOTAL LABOR DOLLARS		\$4,950	\$7,500	\$37,570	\$4,970	\$28,410	\$25,620	\$14,170		\$123,190

DIRECT COSTS										
Travel		\$812		\$1,624		\$812	\$1,624	\$812		\$5,684
SUBTOTAL DIRECT COST		\$812	\$0	\$1,624	\$0	\$812	\$1,624	\$812		\$5,684

TOTAL PROJECT BUDGET										
LABOR + DIRECT COST		\$5,762	\$7,500	\$39,194	\$4,970	\$29,222	\$27,244	\$14,982		\$128,874

Additionally, the CITY agrees to pay CONSULTANT and CONSULTANT agrees to accept at the above hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of CONSULTANT'S involvement in these services and assignments, whether subpoenaed by the client or any other party.

AS TO CONSULTANT

Attest:

Kessler Consulting, Inc.

Corporate Secretary

Mitch Kessler
Title: _____

Additionally, the CITY agrees to pay CONSULTANT and CONSULTANT agrees to accept at the above hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of CONSULTANT's involvement in these services and assignments, whether subpoenaed by the client or any other party.