

**FIRST AMENDMENT TO THE CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY
AND KESSLER CONSULTING, INC.**

THIS AMENDMENT to that certain 30 day of April, 2018 Contract for Consulting/Professional Services (the "Agreement"), is dated effective as of the ____ day of _____, 2018, (the "Effective Date") and is agreed to between the City of Hollywood, Florida, ("City"), and Kessler Consulting, Inc., a corporation authorized to do business in the State of Florida ("Consultant"). It is hereby mutually covenanted and agreed by and between the parties hereto that said Agreement is amended upon the terms, covenants, and conditions hereinafter set forth.

RECITALS

WHEREAS, on April 30, 2018 the City and Consultant entered into an Agreement for the Consultant to provide services relating to the development phase of the Solid Waste Disposal Services Bid process; and

WHEREAS, pursuant to Article 1 of the Contract, the Consultant was to complete all services for Tasks 1, 2 and 3 as set forth in the Scope of Services within 90 calendar days of execution of the Contract; and

WHEREAS, pursuant to Article 1, Tasks 4, 5, 6 & 7 as set forth in the Scope of Services were to be developed as part of Task 1, and the schedule may need to be altered based upon decisions made by the City Commission during the project; and

WHEREAS, on October 17, 2018, the Consultant presented its preliminary findings to the City Commission at a solid waste workshop and the City Commission directed staff to move forward with bid specifications as well as in conjunction with the Consultant negotiate long term extensions for solid waste and recycling processing agreements and prepare a cost analysis relating to the City providing residential and commercial collection services in-house; and

WHEREAS, based upon the City Commission's direction from the workshop, the additional analysis and contract negotiations requires that the Consultant to expand its Scope of Services at an additional cost; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties hereby agree as follows:

1. That Article 1 entitled "Services/Consultant and City Representative is amended as follows:

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the development phase of Solid Waste

Collection and Disposal Services Bid process which is attached hereto and incorporated herein by reference as Exhibit "A". The CONSULTANT shall also perform the additional services outlined in the attached Exhibit "B".

* * *

2. That Article 2 entitled "Schedule/Term" is amended as follows:

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 the attached Exhibit "A". ~~attached hereto and incorporated herein by reference.~~

Further, the CONSULTANT shall commence services of the additional Tasks set forth in the attached Exhibit "B" entitled Additional Scope of Services within 30 days of the execution of this First Amendment to the Contract.

3. That Article 3 A. entitled "Payments to Consultant" is hereby amended as follows:

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 subcontracts shall not exceed a total contract amount of ~~\$130,000.00~~ \$180,000.00. 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 Exhibits "A" and "B" for services rendered toward the completion of the Scope of Services ~~Work~~. 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" and

Exhibit "B" for the total compensation in the amount or less than the guaranteed maximum stated above.

4. All other provisions of the April 30, 2018 Contract shall be and remain in full force and effect.

EXECUTION

IN WITNESS WHEREOF, City and Consultant intending to be legally bound, have executed this First Amendment to the Contract as of the day and year first above written.

CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

JOSH LEVY, MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF .
HOLLYWOOD, FLORIDA, ONLY.

Approved: _____
CINTYA RAMOS, DIRECTOR
OF FINANCIAL SERVICES

DOUGLAS R. GONZALES, CITY ATTORNEY

KESSLER CONSULTING, INC.

BY: _____
MITCH KESSLER
Title: President