

RESOLUTION NO. 24-10-120

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING SECOND AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT FOR SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES WITH ISLAND DISPOSAL COMPANY; AUTHORIZING VILLAGE MANAGER AND VILLAGE ATTORNEY TO ENTER INTO THE SECOND AMENDMENT TO AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE SECOND AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Island Disposal Company (the "Contractor") and the Village of Islamorada Village of Islands (the "Village") entered into a certain Contractual Services Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the "Agreement") effective January 1, 2024; and

WHEREAS, the parties desire to enter into the Second Amendment to the Agreement (the "Second Amendment") to modify both the residential and commercial rates per Exhibit 1 and Exhibit 2 attached to the Second Amendment which is attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that approval of the Second Amendment is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Second Amendment. The Village Council of Islamorada, Village of Islands, hereby approves the increase in rates as set forth in Exhibit 1 and Exhibit 2 to the Second Amendment and approves the Second Amendment attached hereto as Exhibit "A."

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized execute and deliver the Second Amendment in substantially the same form as set forth in Exhibit A hereto.

Section 4. Authorization of Implementation. The Village Manager is authorized to implement the terms and conditions of the Second Amendment to the Agreement.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption

Motion to adopt by Mark Gregg, seconded by Elizabeth Jolin.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

PASSED AND ADOPTED THIS 8th DAY OF OCTOBER, 2024.

Signed by:

F8EB3A68BD794EF
JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

008BA9A9B2704D5...
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

Signed by:

362BF-AA7FDD417...
JOHN J. QUICK, VILLAGE ATTORNEY



SECOND AMENDMENT
TO CONTRACTUAL SERVICES AGREEMENT
FOR
RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND
RECYCLING COLLECTION AND DISPOSAL SERVICES
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
AND
ISLAND DISPOSAL COMPANY

THIS SECOND AMENDMENT to the Agreement (the “Second Amendment”) is made between **ISLAND DISPOSAL COMPANY**, a Florida corporation (“CONTRACTOR”), and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the “VILLAGE”).

WHEREAS, CONTRACTOR and VILLAGE entered into a certain Contractual Services Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the “Agreement”) effective January 1, 2024; and

WHEREAS, the parties desire to enter into this Second Amendment to modify both the residential and commercial rates per Exhibit 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this First Amendment, CONTRACTOR and VILLAGE agree as follows.

Section 1. **Amendment to Agreement.** Pricing sheet is reflected on Exhibit “1.”

Section 2. **No Further Modifications.** All other terms and conditions of the existing Agreement not in conflict or superseded by this Second Amendment shall remain in full force and effect as if set for the herein.

Section 3. **Effective Date.** This Second Amendment shall be effective upon full execution by all parties.

IN WITNESS WHEREOF, there parties execute this First Amendment on the respective dates under each signature: VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and by CONTRACTOR by and through its principal.

Attest:

DocuSigned by:
Marne K. McGrath
008BA9A9B2704D5...
Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS,
FLORIDA, ONLY

Signed by:
[Signature]
362BFAA7FDDD417...
John J. Quick, Village Attorney

Witness

Witness

VILLAGE:

ISLAMORADA, VILLAGE OF ISLANDS

DocuSigned by:
Rob Cole
70DC6F73F08C460...
By: Rob Cole
Village Manager

Date: 10/18/2024

CONTRACTOR:

ISLAND DISPOSAL COMPANY

By: [Signature]
Signature

Brian Lindback, President
Title

10/11/24
Date

Island Disposal Services, LLC
Rate Increase Calculation Effective 1/1/2025
As of July 17, 2024

Residential

	Current			Proposed 1/1/2025				
	<u>Collection</u>	<u>Disposal</u>	<u>Total</u>	<u>CPI -</u>	<u>CPI -</u>	<u>Collection &</u>	<u>Disposal</u>	<u>Total</u>
	<u>& Hauling</u>			<u>& Hauling</u>	<u>Disposal</u>	<u>Hauling</u>		
Solid waste 2x/wk	\$ 16.66	\$ 7.97	\$ 24.63	3.50%	27.14%	\$ 17.24	\$ 10.13	\$ 27.38
Yard waste 1x/wk	\$ 7.39	\$ 2.35	\$ 9.74	3.50%	3.50%	\$ 7.65	\$ 2.43	\$ 10.08
Recycle 1x/wk	\$ 4.53	\$ 2.11	\$ 6.64	3.50%	24.55%	\$ 4.69	\$ 2.63	\$ 7.32
Total/month	<u>\$ 28.58</u>	<u>\$ 12.43</u>	<u>\$ 41.01</u>			<u>\$ 29.58</u>	<u>\$ 15.19</u>	<u>\$ 44.77</u>

CPI based on Miami-Fort Lauderdale-West Palm Beach, FL CPI-U, all items index as of June 2024 3.50%

Disposal Increase (actual per County rates, No profit)

	<u>Current</u>	<u>New</u>	<u>Increase</u>	<u>% Increase</u>
Residential	\$ 103.04	\$ 131.00	\$ 27.96	27.14%
Yard	\$ 2.35	\$ 2.43	\$ 0.08	3.50%
Recycle	\$ 89.12	\$ 111.00	\$ 21.88	24.55%

NOTE: This is an estimate

	<u>Current</u>	<u>Proposed</u>
Special Collections of Yard Trash(Oversize)	\$ 49.95	\$ 51.70
Blended increase for Residential Yardwaste		

Hazardous Waste Disposal Event

Annual 3.5% CPI	\$40,000.00	\$ 41,400.00
Quarterly 3.5% CPI	\$10,000.00	\$10,350.000

Commercial

	<u>Current</u>	<u>Proposed</u>
Container Rental/Maintenance(no disp, only 3.5% CPI)	\$ 25.00	\$ 25.88
Rate per non-compacted cubic yard	\$ 23.17	\$ 25.75
Lock/Chain set up 3.5% increase	\$ 100.00	\$ 103.50
Extra Collection	\$ 75.00	\$ 83.36
Compacted Yard trash (per cubic yard)	\$ 24.79	\$ 27.55
Rolling out of container (per roll out) 3.5% increase	\$ 9.19	\$ 9.51
Garbage compactor, roll off(compacted yardage)	\$ 121.77	\$ 135.34

Please note: Solid waste disposal increased 27.14% from the county, Using the blended collection CPI of 3.5% and the disposal increase, the average is 11.15% which is the increase in the proposal as discussed at contract inception. The only increase for the disposal portion is the increase from the County, there is no CPI in addition to the County increase.

Commercial Recycling

Cardboard collection per loose yard	\$ 13.03	\$ 14.36
96-gallon Commingled Recycling 1x/wk	\$ 78.71	\$ 86.73
65-gallon commingled Recycling 1x/wk	\$ 52.47	\$ 57.82
35-gallon commingled Recycling 1x/wk	\$ 26.24	\$ 28.91
one (1) cubic yard dumpster-commingled materials 1x/wk	\$ 91.26	\$ 100.56
two (2) cubic yard dumpster-commingled materials 1x/wk	\$ 182.52	\$ 201.12

Please note: Recycling disposal increased 24.55% from the county. Using the blended collection CPI of 3.5% and the disposal increase, the average is 10.19% which is the increase in the proposal as discussed at contract inception.