

RESOLUTION NO. 18-09-95

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC. AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES (EXCLUDING COMMERCIAL RECYCLING AND ROLL-OFF SERVICES); AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has retained the services of Advanced Disposal Services Solid Waste Southeast, Inc. ("Advanced Disposal") for residential and commercial solid waste, yard waste and recycling collection and disposal services (excluding commercial recycling and roll-off services); and

WHEREAS, the Village Attorney has prepared a Second Amendment to the Agreement between Advanced Disposal and the Village (the "Amendment") to provide a rate increase for disposal costs and to revise the allowable increases based on the Consumer Price Index (CPI); and

WHEREAS, the intent of the Amendment is to revise Section 12.4 and to revise the residential and commercial account fee schedule reflected on Exhibits A, B and C of the Agreement between Advanced Disposal and the Village; and

WHEREAS, Advanced Disposal has agreed to provide the services described in the Amendment; and

WHEREAS, the Village Council finds that approval of the Amendment attached hereto is in the best interest of the Village.

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 Amendment. The Village Council hereby approves the Second Amendment to the Agreement between Advanced Disposal and the Village (the “Agreement”) to revise Section 12.4 and to revise the residential and commercial account fee schedule reflected on Exhibits A, B and C of the Agreement, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Amendment.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Amendment.

Section 5. Execution of Amendment. The Village Manager is authorized to execute the Amendment on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Amendment and to execute any extensions and/or amendments to the Amendment, subject to the approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilwoman Cheryl Meads, second by Councilman Jim Mooney.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

Mayor Chris Sante	YES
Vice Mayor Deb Gillis	YES
Councilman Mike Forster	YES
Councilman Cheryl Meads	YES
Councilman Jim Mooney	YES

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2018.



CHRIS SANTE, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

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



ROGET V. BRYAN, VILLAGE ATTORNEY

SECOND AMENDMENT
TO AGREEMENT FOR
RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND
RECYCLING COLLECTION AND DISPOSAL SERVICES

BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.

THIS AMENDMENT to the Agreement (the “Second Amendment”) is made between **ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.**, a Florida corporation (“Advanced Disposal”), and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the “Village”).

WHEREAS, Advanced Disposal and the Village entered into a certain Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the “Agreement”) effective January 1, 2014; and

WHEREAS, the parties entered into a First Amendment to modify Exhibit “B” to the Agreement effective April 20, 2017; and

WHEREAS, the parties desire to enter into this Second Amendment to modify Exhibits “A,” “B,” and “C” to the Agreement to update pricing to reflect increases for prior CPI adjustments, to revise pricing for increased disposal costs and to revise language relating to CPI increases effective October 1, 2018, October 1, 2019, October 1, 2020 and future years.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Second Amendment, Advanced Disposal and the Village agree as follows.

Section 1. Amendment to Agreement. The Agreement is amended to read as follows:

12.4 **Cost of Living Adjustments.** Beginning on October 1, 2014, and annually thereafter on the anniversary thereof, **CONTRACTOR’S FEES, WHETHER PAID BY THE Village** or billed directly to the customer, shall be automatically adjusted to reflect the increase or decrease in the cost of doing business, measure by the fluctuation in the Consumer Price Index (CPI) (All Urban Consumers, Miami-Fort Lauderdale, Florida) for all items, as published by the U. S. Department of Labor, Bureau of Labor Statistics or its success agency, using the percentage change in the CPI from the previous June to June of the year in which the adjustment is effected, or the closest annual period, should the statistics for the June to June period cease to be published.

Notwithstanding the foregoing, no CPI adjustment to rates will occur effective October 1, 2018. Beginning on October 1, 2019, should an increase in CPI be published by the U S Department of Labor pursuant to the aforementioned parameters, the CPI adjustment to rates will not exceed one (1) percent. Beginning on October 1, 2020, should an increase in CPI be published by the U S Department of Labor pursuant to the aforementioned parameters, the CPI adjustment to rates will not exceed two (2) percent. Beginning October 1, 2021, and annually thereafter on the anniversary thereof, the annual CPI adjustment shall not exceed an increase or decrease of more than three (3) percent.

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 on October 1, 2018.

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

Attest:

ISLAMORADA, VILLAGE OF ISLANDS



Kelly Toth, Village Clerk

By: 

Seth Lawless, Village Manager

Date: 9/28/18

**ADVANCED DISPOSAL SERVICES
SOLID WASTE SOUTHEAST, INC.**


By: 

Signature
PRESIDENT

Title

10/11/18

Date



Witness

EXHIBIT "B"
COMMERCIAL PRICING SCHEDULE
As amended September 27, 2018

COMMERCIAL RATES:	2018 Rate	Service
Container rental/maintenance	\$20.73	Per month
Rate per <u>non-compacted</u> cubic yard*	\$17.11	Billed per month
Lock/chain set up	\$65.00	One-time fee
Extra Collection	\$22.76	One-time fee
Compacted Yard Trash	\$21.01	Per cubic yard
Rolling out of container	\$4.09	Each roll-out includes unlocking and locking container, if applicable, and returning container to original location.
Rate per compacted cubic yard (2-6 cubic yard, non-roll off)	\$33.34	Billed per month
Garbage compactor, roll off (compacted yardage*)	\$95.26	Per cubic yard

* *Transportation and disposal only*

Note: Based on once per week service. If additional collections are at a reduced

If a Commercial Customer requests three (3) extra collections or more in one (1) month, CONTRACTOR and the Village retain the right to implement additional service.

COMMERCIAL RECYCLING:	2018 Rate
Cardboard collection per loose cubic yard	\$11.12/cubic yard
96-gallon commingled Recycling Containers serviced 1x per week	\$31.25/month
65-gallon commingled Recycling containers serviced 1 x per week	\$20.79/month
35-gallon commingled Recycling containers serviced 1x per week	\$10.41/month
One (1) cubic yard dumpster – commingled materials (1x per week)	\$62.50/month
Two (2) cubic yard dumpster – commingled materials (1x per week)	\$125.00/month

Commercial Customers will receive recycling credit monthly based on anticipated future Mandatory Commercial Recycling Ordinance and according to then current cardboard market prices. Contractor shall provide customer with receipt as part of credit documentation.

General Conditions

All of the above prices include collection, disposal, permits, transportation, and licenses required for providing services to Islamorada, Village of Islands.

Notwithstanding any requirements of this RFP, Florida Statutes prohibit the granting of an exclusive commercial recycling franchise to any one Proposer.

EXHIBIT "C"
COMMERCIAL CONTAINER PRICING SCHEDULE
As amended September 27, 2018

COMMERCIAL SOLID WASTE CONTAINERS:

Frequency in collections per week

Size	1x	2x	3x	4x	5x	6x
1 yd	\$94.77	\$168.82	\$242.86	\$316.90	\$390.95	\$464.99
2 yd	\$168.82	\$316.90	\$464.99	\$613.07	\$761.16	\$909.25
3 yd	\$242.86	\$464.99	\$687.12	\$909.25	\$1,131.38	\$1,353.50
4 yd	\$316.90	\$613.07	\$909.25	\$1,205.42	\$1,501.59	\$1,797.76
5 yd	\$464.99	\$909.25	\$1,353.50	\$1,797.76	\$2,242.02	\$2,686.28
6 yd	\$613.07	\$1,205.42	\$1,797.76	\$2,390.11	\$2,982.45	\$3,574.79

Note: The above prices are provided as monthly rates.

COMMERCIAL SOLID WASTE CONTAINER OPTIONS:

Compacted ≤ 6 yd³

Frequency in collections per week

Size	1x	2x	3x	4x	5x	6x
1 yd	\$144.36	\$288.72	\$433.09	\$577.45	\$721.81	\$866.17
2 yd	\$288.72	\$577.45	\$866.17	\$1,154.90	\$1,443.62	\$1,732.35
3 yd	\$433.09	\$866.17	\$1,299.26	\$1,732.35	\$2,165.43	\$2,598.52
4 yd	\$577.45	\$1,154.90	\$1,732.35	\$2,309.80	\$2,887.24	\$3,464.69
6 yd	\$866.17	\$1,732.35	\$2,598.52	\$3,464.69	\$4,330.87	\$5,197.04

Frequency in collections per week

Size	1x	2x	3x	4x	5x	6x
*96-gallon container	\$37.05	\$74.10	\$111.15	\$148.20	\$185.25	\$222.30
*65-gallon container	\$24.70	\$49.40	\$74.10	\$98.80	\$123.50	\$148.20
**35-gallon container	\$13.51	\$27.02	\$40.53	\$54.04	\$67.55	\$81.06

* Purchase of the above containers required.

** Customer may use existing container.

Note: The above prices are per container per month regardless of container size.

COMMERCIAL CONSTRUCTION AND DEMOLITION DEBRIS:

Roll-off service: Market price may vary

Note: All construction & demolition debris service shall be conducted in accordance with Islamorada, Village of Islands, Florida Code of Ordinances, Chapter 46 – Solid Waste, Sec. 46-33.

Notwithstanding any requirements of this RFP, Florida Statutes prohibit the granting of an exclusive commercial recycling franchise to any one Proposer.