

**RESOLUTION NO. 17-04-25**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AND ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Agreement for Residential and Commercial Solid Waste, Yard Waste and Recycling Collection and Disposal Services between Islamorada, Village of Islands, Florida and Advanced Disposal Services Solid Waste Southeast, Inc. (the "Solid Waste Agreement") was approved by the Village Council on November 14, 2013 and became effective on January 1, 2014; and

**WHEREAS**, at the time the Solid Waste Agreement was negotiated and approved, there was no equipment that compacts small containers in service in Islamorada; and

**WHEREAS**, one local businesses will soon begin to utilize equipment that compacts small containers and additional businesses have expressed interest in utilizing the same type of compacting equipment; and

**WHEREAS**, Advanced Disposal Services Solid Waste Southeast, Inc. ("Advanced") considered the commercial pricing sheet and determined appropriate pricing for collection of equipment that compacts small containers; and

**WHEREAS**, the Village prepared the First Amendment based upon the pricing proposed by Advanced Disposal; and

**WHEREAS**, the Village Council finds that approval of the First Amendment to the Solid Waste Agreement 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 First Amendment to the Agreement between Advanced and the Village to provide residential and commercial solid waste, yard waste and recycling collection and disposal services, a copy of which is attached as Attachment "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, is approved.

**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 First Amendment.

**Section 4.**     **Execution of Amendment.**     The Village Manager is authorized to execute the First Amendment on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Amendment, subject to the approval as to form and legality by the Village Attorney.

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

Motion to adopt by Vice Mayor Chris Sante, second by Councilwoman Deb Gillis.

FINAL VOTE AT ADOPTION

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

**PASSED AND ADOPTED this 20<sup>th</sup> day of APRIL, 2017.**

  
\_\_\_\_\_  
JIM MOONEY, MAYOR

ATTEST:

  
\_\_\_\_\_  
KELLY TOTH, VILLAGE CLERK

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

  
\_\_\_\_\_  
ROGET V. BRYAN, VILLAGE ATTORNEY

**FIRST 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 "First 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 desire to enter into this First Amendment to modify Exhibit "B" to the Agreement to add pricing for equipment that compacts small containers.

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

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

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT "B"**  
**COMMERCIAL PRICING SCHEDULE**

As amended April 20, 2017<sup>1</sup>

<b>COMMERCIAL RATES:</b>	<b>Original Rate</b>	<b>2017 Rate</b>	<b>Service</b>
Container rental/maintenance	\$20.00	<u>\$20.32</u>	Per month
Rate per <u>non-compacted</u> cubic yard*	\$14.66	<u>\$15.32</u>	Billed per month
Lock/chain set up	\$65.00	<u>\$65.00</u>	One-time fee
Extra Collection	\$19.50	<u>\$20.19</u>	One-time fee
Compacted Yard Trash	\$18.00	<u>\$18.00</u>	Per cubic yard
Rolling out of container	\$3.95	<u>\$4.01</u>	Each roll-out includes unlocking and locking container, if applicable, and returning container to original location.
<u>Rate per compacted cubic yard (2-6 cubic yard, non-roll off)</u>		<u>\$30.07</u>	<u>Billed per month</u>
Garbage compactor, <u>roll off</u> (compacted yardage*)	\$81.60	<u>\$85.83</u>	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.

<b>COMMERCIAL RECYCLING:</b>	<b>original rate</b>	<b>2017 rate</b>
Cardboard collection per loose cubic yard	<del>\$10.35/cub yd</del>	<u>\$10.72/cub yd</u>
96-gallon commingled Recycling Containers serviced 1x per week	<del>\$29.10/month</del>	<u>\$30.13/month</u>
65-gallon commingled Recycling Containers serviced 1x per week	<del>\$19.36/month</del>	<u>\$20.04/month</u>
35-gallon commingled Recycling Containers serviced 1x per week	<del>\$9.69/month</del>	<u>\$10.03/month</u>
One (1) cubic yard dumpster – commingled materials (1x per week)	<del>\$58.20/month</del>	<u>\$60.25/month</u>
Two (2) cubic yard dumpster – commingled materials (1x per week)	<del>\$116.40/month</del>	<u>\$120.51/month</u>

Commercial Customers will receive recycling credit monthly base on anticipated future Mandatory Commercial Recycling Ordinance (FY 2013-2014) 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.

<sup>1</sup> ADDITIONS TO EXISTING TEXT ARE SHOWN BY UNDERLINE; DELETIONS ARE SHOWN BY ~~STRIKETHROUGH~~

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

**Section 3. Effective Date.** This First Amendment shall be effective on April 21, 2017.

**IN WITNESS WHEREOF**, the parties execute this First 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: 4-24-17


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

By:

  
Signature

COO  
Title

4/28/17  
Date

  
Witness