

RESOLUTION NO. 24-02-10

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

WHEREAS, Islamorada, Village of Islands, Florida (the "Village") provides residential and commercial solid waste, yard waste and recycling collection and disposal services ("Solid Waste Services") to all developed properties in the Village; and

WHEREAS, the Solid Waste Services are outsourced through a Contractual Services Agreement with an independent contractor; and

WHEREAS, through the adoption of Resolution No. 23-07-66 on July 17, 2023, the Village Council approved the Contractual Services Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services (the "Agreement") with Island Disposal Company (the Contractor") to become effective January 1, 2024; and

WHEREAS, prior to implementation of the Solid Waste Services, the Contractor identified an error in Exhibit "B" to the Agreement, Pricing Sheet 5 Commercial Pricing Schedule; and

WHEREAS, the Contractor requested the line item for "Garbage Compactor (compacted yardage) be amended to reflect the amount the Contractor intended to propose, \$121.77; and

WHEREAS, the Village Council finds that approval of the First Amendment to the Agreement with the Contractor is in the best interest of the Village and its residents and businesses.

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 First Amendment.** The Village approves the First Amendment to the Contractual Services Agreement for Solid Waste, Yard Waste and Recycling Collection and Disposal Services with Island Disposal Company in the form provided hereto as Exhibit "A".

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designees and the Village Attorney are authorized to take all necessary actions to implement the terms and conditions of the First Amendment to the Contractual Services Agreement with Island Disposal Company.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Mark Gregg, seconded by Sharon Mahoney.

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 13th DAY OF FEBRUARY, 2024.

DocuSigned by:
Joseph B. Pinder III
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JOSEPH B. PINDER III, MAYOR

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:

DocuSigned by:
John J. Quick
302BFAA7FDD417...
JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



FIRST 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 FIRST AMENDMENT to the Agreement (the “First 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 First Amendment to modify the garbage compactor (compacted yardage) rate on Pricing Sheet 5 from \$49.00 to \$121.77.

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 5 is amended as 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 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 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.

VILLAGE:

ISLAMORADA, VILLAGE OF ISLANDS

Attest:



Marne McGrath, Village Clerk

By: 

Kimberly Matthews
Interim Village Manager

Date: 2/22/24


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




John J. Quick, Village Attorney


CONTRACTOR:

ISLAND DISPOSAL COMPANY



Witness


Witness

By: 

Signature

Brian Lindback, President

Title

2/21/24
Date

Exhibit "1"

PRICING SHEET 5

COMMERCIAL PRICING SCHEDULE (10 YEAR)

COMMERCIAL RATES:

	<u>Rate</u>	<u>Service</u>
Container rental/maintenance	\$ 25.00	Per month
Rate per non-compacted cubic yard*	\$ 23.17	Per month
Lock/chain set up	\$ 100.00	One-time fee
Extra Collection	\$ 75.00	One-time fee
Compacted Yard Trash	\$ 24.79	Per cubic yard
Rolling out of container	9.19	Each roll-out includes unlocking and locking container, if applicable, and returning container to original location
Garbage compactor, roll off (compacted yardage*)	\$ 121.77	Per cubic yard

* *Transportation and disposal only*

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

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:

Cardboard collection per loose cubic yard	\$ 13.03 /cubic yard
96-gallon commingled Recycling Containers serviced 1x per week	\$ 78.71 /month
65-gallon commingled Recycling containers serviced 1 x per week	\$ 52.47 /month
35-gallon commingled Recycling containers serviced 1x per week	\$ 26.24 /month
One (1) cubic yard dumpster – commingled materials (1x per week)	\$ 91.26 /month
Two (2) cubic yard dumpster – commingled materials (1x per week)	\$ 182.52 /month

Commercial Customers will receive recycling credit monthly based on 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.