

ORDINANCE NO. 18-09

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA RENEWING THE FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION, RECYCLING, AND RELATED SERVICES BETWEEN THE CITY AND REPUBLIC SERVICES OF FLORIDA; PROVIDING FOR AUTHORIZATION TO CITY MANAGER AND CITY MANAGER'S DESIGNEE(S); PROVIDING FOR SEVERABILITY, CONFLICTS, NONCODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, in 2013 the City adopted Ordinance 13-08 authorizing an exclusive franchise agreement between the City and Republic Services of Florida, a Limited Partnership (hereinafter the "Contractor") for solid waste collection, recycling, and related services; and

WHEREAS, the City and Contractor subsequently executed that certain Solid Waste Service Agreement dated September 25, 2013, a copy of which is attached hereto as **Exhibit "A"** (hereinafter the "Franchise Agreement"), which provides for a five-year term expiring on September 30, 2018 with five subsequent one-year renewals at the option of the City; and

WHEREAS, the City finds that it is in the interests of the public health, safety, and welfare to renew the Franchise Agreement for a period of one year; and

WHEREAS, this Ordinance is adopted in accordance with Section 3.12 of the City Charter, which requires an ordinance to "grant, renew, or extend a franchise."

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA:

SECTION 1: RECITALS. The foregoing recitals are ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2: FRANCHISE RENEWAL. The Franchise Agreement shall be renewed for a period of one year beginning October 1, 2018 and ending September 30, 2019. The City Manager and the City Manager's designee(s) are authorized to take such actions as are necessary to effect such renewal of the Franchise Agreement.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. CONFLICTS. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 5. NONCODIFICATION. This Ordinance shall not be codified.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Belle Isle, Florida.

FIRST READING: _____, 2018

SECOND READING: _____, 2018

ADOPTED this ____ day of _____, 2018, by the City Council of the City of Belle Isle, Florida.

CITY COUNCIL
CITY OF BELLE ISLE

Lydia Pisano, Mayor

ATTEST:

Yolanda Quiceno, City Clerk

Date

Exhibit "A"

SOLID WASTE SERVICE AGREEMENT

This Agreement made and entered into on this 29th day of Sept. 2013, by and between the City of Belle Isle, acting by and through its City Council (hereinafter referred to as "City"), and Republic Services of Florida, Limited Partnership d/b/a Republic Services of Orlando (hereinafter referred to as "Contractor"),

WITNESSETH

WHEREAS, City made a Request for Proposal, RFP #13-01, for solid waste collection and recycling services; and

WHEREAS, the Contractor submitted the lowest and best proposal in response to the City's Request for Proposal; and

WHEREAS, City enacted Ordinance No. 13-09 granting the Contractor an exclusive solid waste collection and recycling service franchise; and

WHEREAS, the Contractor desires to provide solid waste collection and recycling service for the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

Section 1. COMMENCEMENT OF WORK

The refuse collection work outlined in this Agreement shall commence no later than October 1, 2013.

Section 2. TERM

The term of the Agreement shall be for a period of five (5) years, beginning October 1, 2013 and terminating September 30, 2018. This Agreement may be renewed for five (5) consecutive one (1) year periods at the option of the City and upon its notice of intent to renew at least 120 days prior to the end of the initial term or any renewal term.

The City reserves the right to terminate this Agreement, upon ninety (90) days' written notice to Contractor, if Contractor fails to perform in accordance with the terms of this Agreement and does not cure such failure to perform as provided in Section 12 more than twelve (12) times in any twelve (12) month period. In the event that the City terminates this Agreement pursuant to this paragraph, the City shall be liable only for amounts due for services provided by Contractor through the date of termination.

Section 3. DEFINITION OF TERMS

3.1 Biohazardous Waste. Shall mean any solid waste or liquid waste which is defined as biohazardous pursuant to Chapter 62-701, F.A.C.

3.2 Commercial Service. Shall herein refer to the service provided to business establishments, City owned property, churches, schools, Multiple Dwelling Units, office buildings, industrial facilities and other commercial establishments.

3.3 Commercial Trash. Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.

3.4 Construction, and Demolition Debris. Shall mean materials defined as such from time to time by the Department and Chapter 62-701, F.A.C.

3.5 Agreement. Shall mean this Solid Waste Service Agreement and its Attachment(s), the terms and conditions specified in the City of Belle Isle Request for Proposal, RFP #13-01, and Contractor's proposal in response to the RFP.

3.6 Contractor. Shall mean Republic Services of Florida Limited Partnership, a Delaware limited partnership d/b/a Republic Services of Orlando.

3.7 Department. Shall mean the Florida Department of Environmental Protection.

3.8 Disposal Costs. Shall mean the "tipping fees" or other costs charged to the Contractor at the Disposal Site for disposal of the Refuse collected by the Contractor.

3.9 Garbage. Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials and any bottles, cans or other containers, utilized in normal household use, which due to their ability to retain water may serve a breeding place for mosquitoes and other insects.

3.10 Garbage Receptacle. Shall mean a garbage can owned and provided by a homeowner, not to exceed thirty-two (32) gallons in capacity or fifty (50) pounds in weight, or such other receptacle approved by the City and Contractor.

3.11 Garden and Yard Trash. Shall mean vegetative matter resulting from residential yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches. All yard trash must be tied and bundled, must not exceed 5 feet in length, and must not exceed fifty (50) pounds in weight.

3.12 Hazardous Waste. Shall mean any waste or material (even though it may be part of a delivered load of waste) which:

(a) Is required to be accompanied by a written manifest or shipping document describing the waste as "Hazardous Waste", pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 7901, et seq. as amended and the regulations promulgated thereunder; or

(b) Contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq. as amended and the regulations promulgated thereunder; or

(c) Contains, a "reportable quantity" of one or more "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and regulations promulgated thereunder or as defined under Chapter 62-701, F.A.C. and regulations promulgated thereunder; or

(d) Contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

3.13 Household Trash. Shall herein refer to accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Garden and Yard Trash, which are usual to housekeeping and to the operation of residences. Special Waste, furniture, White Goods, and construction material is not Household Trash.

3.14 Landfill. Shall mean any solid waste, land disposal area for which a permit, other than a

general permit, is required by Chapter 403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.

3.15 Mechanical Container. Shall mean and include, any detachable metal container designed, or intended, to be mechanically dumped into a loader/packer type of Garbage truck used by the Contractor.

3.16 Multiple Dwelling Units. Shall mean any building containing four (4) or more permanent living units, not including motels and hotels.

3.17 City. Shall mean the City of Belle Isle.

3.18 Recyclable Materials. Shall mean any newspaper, cardboard, plastic, aluminum and other commercially viable recyclables as designated by Contractor that are generated within the Service Area.

3.19 Refuse. Shall mean Garbage, Commercial Trash and Household Trash. Construction and Demolition Debris, Garden and Yard Trash, Hazardous Waste, Biohazardous Waste, Special Waste and Recycled Material are excluded.

3.20 Residential Service. Shall herein refer to the Refuse collection service provided to persons occupying dwelling units within the designated area who are not receiving Commercial Service.

3.21 Service Area. Shall mean the City.

3.22 Special Waste. Shall mean those wastes as defined in Chapter 62-701-200, F.A.C.

3.23 White Goods. Includes inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic and commercial large appliances. All appliances must be freon- free prior to collection, and all gasoline-powered waste must be free of gasoline and oil prior to collection.

3.24 Disposal Site. Shall mean any licensed solid waste facility at which the Contractor disposes of the City's waste.

Section 4. GRANT OF RIGHT: GENERAL CONDITIONS

4.1 Exclusive Right. The Contractor shall provide collection of Garbage, Household Trash, Commercial Trash and Garden and Yard Trash within the Service Area. The Contractor shall have and is hereby granted the exclusive right to provide residential Refuse collection service in the Service Area in accordance with the terms hereof and with the terms and conditions of the City of Belle Isle Request for Proposal, RFP #13-01 ("RFP"), which terms are incorporated herein by reference. In the event the terms and conditions of the RFP or Contractor's proposal conflict with the terms and conditions stated herein, the terms as stated herein shall prevail. In the event the terms and conditions of the RFP conflict with Contractor's proposal, Contractor's proposal shall prevail.

The Contractor shall have and is hereby granted the exclusive right to provide commercial refuse collection service, subject to the enactment of Ordinance 13-02. In furtherance of such grant, and subject to the enactment of Ordinance 13-02, and the City shall take any and all actions which may be necessary or desirable to enforce the provisions of said Ordinance and the grant of such exclusive right to Contractor.

4.2 Independent Contractor. Contractor shall be an independent contractor and shall provide, at his own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to provide the service required herein. Contractor shall be responsible for compliance with all laws, rules and regulations involving

employment or labor, including but not limited to hours of labor, working conditions, payment of wages and payment of taxes such as unemployment compensation, workers' compensation, social security and other payroll taxes, including applicable contributions from such persons when required by law.

4.3 Spillage. Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. Contractor may refuse to collect any Refuse that has not been placed in a receptacle, as provided herein.

4.4 Disposal Site. All Refuse shall be hauled to a Disposal Site.

4.5 Equipment; Spillage; Personnel. In the event that Contractor's equipment breaks down or ceases to function properly while Contractor is providing services under this Agreement, or in the event that there is a loss of personnel or a spill/damage during operations within the City, Contractor shall respond within one (1) hour with sufficient manpower and equipment to provide the required service or remedy the damage.

4.6 Response Time. In the event of a missed pickup, if City notifies Contractor of such missed pickup prior to 3:00 P.M., the pickup will be made on the same day.

Section 5. RESIDENTIAL COLLECTION SERVICE

5.1 Duties. Contractor shall collect and dispose of all Refuse from all residential single-family homes, Multiple Dwelling Units and mobile homes in the Service Area. Contractor shall not be obligated to collect and dispose of Hazardous Waste, White Goods, Biohazardous Waste and other Special Wastes.

5.2 Frequency of Collection. Contractor shall collect Garbage and Bulk Waste from places of residence within the Service Area twice per week on Tuesdays and Fridays unless authorized by the City to change collection days. Contractor shall collect recycling from places of residence within the Service Area once every week. Contractor shall collect Garden and Yard Trash from places of residence within the Service Area once per week on Mondays. Garden and Yard Trash must be tied and bundled.

5.3 Point of Pickup of Residential Refuse. Collection of residential Refuse shall be at curbside, with the exception of those homes designated by the City as back door or side door accounts due to health issues of the homeowners.

5.4 Recyclable Materials. Contractor shall transport Recyclable Materials to a licensed facility and shall undertake reasonable efforts to ensure that such Recyclable Materials are used for beneficial reuse; however, Contractor may dispose of rejects and residue, and any Recyclable Materials which by virtue of contamination or otherwise are not suitable for re-use, and Contractor shall be entitled to make such determinations at its sole discretion.

Section 6. COMMERCIAL COLLECTION SERVICE

6.1 Duties. Contractor shall collect and dispose of Refuse from or generated by any commercial or industrial use, and any use not included within residential service.

6.2 Frequency of Collection. Commercial waste may be collected any day except Sundays, at any time after 7:00 AM and before 7:00 PM, unless otherwise authorized by the City. Refuse shall be collected not less than once per week and at a greater frequency if required to protect the public health. Collection service for customers using containers emptied by mechanical means, will be available up to seven (7) times per week, and the frequency of service will be as mutually agreed upon by the customer and Contractor. Should Contractor find that the customer's container is frequently or regularly overfilled or that waste overflow exists, Contractor will notify the customer and the City that additional service is needed. In the event that the customer refuses to agree to additional service, the City shall determine the level of service. Contractor shall notify the City of violations of the minimum service level and the City

shall enforce such minimum service level requirements.

6.3 Point of Pickup of Commercial Refuse. Commercial Refuse customers shall accumulate Refuse at locations that are mutually agreed upon by the customer and Contractor.

6.4 Method of Collection of Commercial Refuse. Contractor shall make collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled a result of Contractor missing a pick-up, shall be picked up promptly by Contractor, unless spillage is caused by overloaded containers in which case the customer shall be responsible for picking up the spillage.

6.5 Exclusions. Contractor's obligation to collect and dispose of Commercial Refuse shall not include any obligation to collect and/or dispose of Special Waste, Hazardous Waste, Biohazardous Waste, Recyclables, Construction and Demolition Debris, Garden and Yard Trash, and White Goods.

6.6 Franchise Fee. Contractor shall pay to City, on a quarterly basis, a franchise fee of fifteen percent (15%) of all amounts paid by customers to Contractor for Contractor's collection of Commercial Trash.

6.7 Most Favored Nation. If after the date of this Agreement the Contractor enters into a new franchise agreement with any municipality within Orange County, Florida that requires the Contractor to provide similar services and service levels as those provided to the City (the "Comparison Municipality"), and under such new franchise agreement the Contractor charges lower collection and disposal rates or pays a higher franchise fee percentage to the Comparison Municipality, then the Contractor shall adjust the rates charged to or franchise fee percentage paid to the City to match the rates or franchise fee percentage of the Comparison Municipality.

Section 7. SCHEDULES AND ROUTES

7.1 Schedules. Contractor shall provide City with schedules for all residential collection routes. There shall be no commercial or residential garbage collection on Saturday or Sunday without the approval of the City. Contractor shall not begin residential collection before 7:00 AM and shall make its best efforts to complete the collection by 4:00 PM. City recognizes that on some occasions (after Holidays, extremely heavy volume yard waste days, and or equipment breakdowns) the contractor may go beyond 4:00 PM but must complete the collection route or otherwise provide good cause to the City why the routes cannot be completed. In the event that routes cannot be completed on the scheduled day, the Contractor shall complete the collection on the next day.

7.2 Holidays. Contractor will not provide service on the following holidays: Memorial Day, Independence Day, Labor Day, New Years Day, Thanksgiving Day and Christmas Day. If the regular collection day falls on any of the aforementioned holidays, Contractor shall collect the Refuse and Recyclable Materials on the next regularly scheduled collection day for the subject route.

Section 8. SPECIAL WASTE COLLECTION

Contractor may offer Special Waste, including White Goods, collection and disposal services to customers in the Service Area upon terms and conditions acceptable to Contractor and the customer generating the Special Waste or White Goods.

Section 9. CONTRACTOR'S OFFICE

Contractor shall provide, at its expense, a suitable office located in the vicinity of the Service Area with local telephone service where any complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls. Contractor shall keep a record of all complaints received and the disposition thereof for a period of one year after the termination or expiration of this Agreement and City shall be provided a copy of Contractor's records regarding the receipt and handling of complaints on

a quarterly basis.

Section 10. PAYMENT AND BILLING

10.1 (a) Residential Billing. Contractor shall invoice the City for services to be provided during the month and City shall pay Contractor within thirty (30) days of receipt of such invoice. The rates for such service shall be initially as set forth in Attachment A. City shall remit payment to the Contractor for those services within thirty (30) days of receipt of invoice from Contractor.

10.1 (b) Commercial Billing. Commercial billing shall be the responsibility of Contractor. Contractor shall invoice the customer at the rates set forth in Attachment A for the frequency of service agreed upon between the commercial customer and Contractor at the beginning of each month and Contractor shall collect payment directly from the commercial customer.

10.2 Adjustments to Rates.

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted annually to reflect changes in the consumer price index for all urban consumer items as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"). Commencing October 1, 2014, and thereafter annually, on the anniversary date of this Agreement, both residential and commercial collection rates shall be adjusted to reflect changes in CPI for the preceding calendar year. Any increases in rates shall be capped annually at the amount of the increase in the CPI or three percent (3%), whichever is lower; such cap shall be calculated separately for residential and commercial rates.

(b) Changes in Disposal Costs. The parties acknowledge that the current Disposal Cost is \$33.60 per ton. However, it is recognized that, from time to time, the actual Disposal Cost charged to Contractor for disposal of waste collected pursuant to this Agreement will change. In the event of such change in the Disposal Cost (including any fees, taxes or other charges or adjustments), the collection rates shall be increased or decreased in such amount as will compensate Contractor for the actual change of Disposal Cost. Decreases in Disposal Cost shall be cause for a like dollar decrease in the collection rates. The adjustments to the per unit rates shall include a landfill disposal portion based on each resident generating 1.6 tons of Refuse per year. The density of commercial dumpster service shall be 120 lbs. per cubic yard.

(c) Change in Law. The compensation shall be increased to offset the increased costs of Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of waste pursuant to this Agreement. No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to Section 10.4(c).

(d) Change in Disposal Site. Should the City designate a disposal site other than the Orange County Landfill, Contractor shall be entitled to an equitable adjustment in rates to take into consideration distance, tipping fees, transportation costs, time and other relevant factors. Contractor shall provide City with supporting documentation for such adjustment and City shall respond to such claim within thirty (30) days of receipt of the documentation.

(e) Fuel Adjustment. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted upward or downward monthly to reflect changes in fuel cost, and such adjustment shall be determined by referencing the peak weekly-published price per gallon from the United States Department of Energy Retail Rate

(\$/Gallon) identified in the "Total U.S. Average Retail Rate On Highway Diesel Prices" taken from the Energy Information Administration website (www.eia.doe.gov).

Section 11. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor makes the following representations and warranties:

11.1 Organization, Power and Authority. Contractor is a corporation duly organized, and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 Due Authorization; Binding Obligation. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of Contractor. This Agreement has been duly executed and delivered by Contractor and is a valued and binding obligation of Contractor enforceable in accordance with its terms.

Section 12. DEFAULT

In the event either party defaults in the performance of any obligations to be performed by it hereunder, the non-defaulting party shall give the other written notice of each default, specifying with particularity the default complained of. In the event that the defaulting party fails or refuses to cure each default, or to commence the cure of each default, within thirty (30) days from receipt of such notice, then the non-defaulting party may, at its option, sue for specific performance, sue for damages, terminate this Agreement, or otherwise pursue all its legal and available remedies.

Section 13. PERMITS AND LICENSES

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 14. INSURANCE REQUIREMENTS AND PERFORMANCE BOND

14.1 Certificate. During the life of this Agreement, Contractor shall procure and maintain insurance of the types and to the limits specified below. Contractor shall provide City with a certificate of insurance evidencing the required coverage and naming the City as an additional insured on all but the Workers' Compensation coverage. Cancellation of said insurance shall not be effected without thirty (30) days prior written notice to City. In the event of a cancellation of any insurance, Contractor shall replace, reinstate or otherwise procure insurance for the minimum limits as provided by this Agreement, to be effective no later than the effective date of said cancellation. Contractor shall require each of its subcontractors, if any are used, to procure and maintain, until completion of that subcontractor's services, insurance of the types and to the limits specified below, unless the subcontractor's work is covered by the protection afforded by Contractor's insurance. It shall be the responsibility of Contractor to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements:

14.2 Workers' Compensation. Contractor shall provide and maintain during the life of this Agreement, at its own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance with a limit of \$100,000 each accident.

14.3 Comprehensive General Liability. Contractor shall provide and maintain during the life of the Agreement, at its own expense, Comprehensive General Liability and shall have City as additional

insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of One Million Dollars per person/Two Million Dollars per occurrence combined for bodily injury liability and property damage liability.

Premises, and/or operations. Independent contractors.
Products and/or completed operations.

14.4 Business Automobile Policy. Contractor shall provide and maintain during the life of the Agreement, at its own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 bodily injury/\$500,000 property per occurrence.

Owned vehicles.
Hired and non-owned vehicles. Employer's non-ownership.


14.5 Contractor shall supply a performance bond in an amount not less than three (3) months of the accrued contract price, to insure a faithful performance and delivery of service.

Section 15. BOOKS AND RECORDS

The City shall have the right upon reasonable notice to inspect and review Contractor's books and records regarding Contractor's performance of services hereunder. The City shall maintain such records in a confidential manner to the extent permitted by law. The City shall have the right to have an annual audit, at the City's sole cost and expense, of Contractor's commercial services rendered under this Agreement performed by a Florida Certified Public Accountant of its choice, such audit may include a visual inspection of the services actually provided to each commercial customer. In the event the annual audit determines that Contractor was deficient in the payment of the previous four (4) quarterly franchise fees, the City shall notify Contractor of the deficiency and Contractor shall be liable for payment of such deficiency.

Section 16. NOTICES

Notice sent certified mail return receipt requested to a party at its business address shown herein shall be sufficient notice whenever required for any purpose under the Agreement.

City of Belle Isle
1600 Nela Avenue
~~P.O. Box 593135~~ 
Orlando, FL 32809

Republic Services of Orlando
11255 Rocket Boulevard
Orlando, FL 32824

Section 17. INDEMNIFICATION

Contractor shall indemnify and hold harmless the City of Belle Isle and its employees, officers, attorneys, agents and contractors from and against all claims, losses, damages, personal injuries), or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post-judgment, and appellate proceedings) directly arising from the Contractor's negligence or willful misconduct during its operations in the City of Belle Isle; except that Contractor shall have no duty to indemnify for the negligence or willful misconduct of the City or its employees, officers, attorneys, agents and contractors.

Section 18. SEVERABILITY

If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 19. COMMUNITY CLEANUP

The City may, from time to time, require special event or community cleanup services, not to exceed four (4) times per year. Contractor shall provide such services, within reason, which shall include personnel, equipment and disposal of materials at no charge to the City. Compensation to Contractor for additional services may be negotiated between Contractor and the City at any time during the term of this Agreement.

Section 20. CITY BUILDINGS OR PARKS

Contractor shall provide collection service to the following City facilities at no cost to the City: City Hall, the Police Department, Cornerstone Charter School, and the Maintenance Facility.

Section 21. COMPLAINTS

Contractor shall use its reasonable best efforts to resolve complaints on the same day as received, before 5:00 PM from the City or customer. Should a legitimate complaint go unresolved for forty-eight (48) hours after notification, Contractor shall pay to the City an administrative penalty of \$50.00 per day for each day that such complaint remains unresolved.

Section 22. HOUSE COUNT

Contractor shall cooperate with the City in the City's efforts to conduct annual house counts on Contractor's routes. Such counts shall be done in August or September of each year. Contractor shall allow a City employee to accompany Contractor to perform such counts, or the City and Contractor may agree upon another method to ensure correctness.

SECTION 23. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. In any dispute between the parties relating to this Agreement, exclusive jurisdiction shall be in the trial courts of Orange County, Florida.

SECTION 24. AMENDMENT

This Agreement may be modified or amended only by a written Agreement duly executed by the parties.

SECTION 25. ATTORNEYS' FEES

In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including fees and costs for appeal.

SECTION 26. SUCCESSORS, ASSIGNS, AND CHANGES IN OWNERSHIP

This Agreement shall be binding upon the parties, their successors and assigns. Neither this Agreement nor any portion thereof shall be assigned except with the prior written consent of the City Council, which may be withheld for any reason. Any such consent will not be construed as making the City a party of or to such transfer or assignment of this Agreement. No assignment or subcontract shall, under any circumstances, relieve the Contractor of the liabilities and obligations under this Agreement.

SECTION 27. FORCE MAJEURE

If either the City or Contractor is prevented from performing its duties under this Agreement by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party in writing when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term Force Majeure does not include, and a party shall not be excused from performance under this Agreement for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance, or other expenses of performing the services hereunder; and no Force Majeure condition shall excuse the City from its obligation to make prompt payment of monies due and owing to Contractor.


SECTION 28. ENTIRETY

This Agreement and any exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.


[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

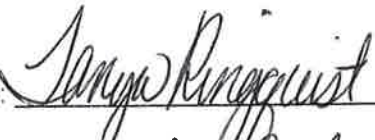
ATTEST:

By: 
Title: City Clerk 9/25/13

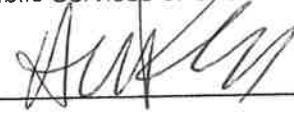
City of Belle Isle

By:  9/25/13
Title: City Manager

ATTEST:

By: 
Title: Admin. Asst.

Republic Services of Florida GP, Inc.,
the General Partner of Republic Services
of Florida, Limited Partnership dba
Republic Services of Orlando

By: 
Title: Vice President

ATTACHMENT A

Monthly Unit Collection Rate	Residential Collection Services
\$12.07 per month per unit without disposal	\$ 15.40 per month per unit with disposal

Commercial Collection Services
Proposal rates for Commercial Solid Waste Service.
Hand load rate to include monthly hauling and disposal fees:

SIZE OF CONTAINER							
Pick ups per Week	64 gal.	90 gal.	2 cu. yd.	3 cu. yd.	4 cu.yd.	6 cu.yd.	8 cu.yd.
1x	\$ 18.12	\$ 18.12	\$ 66.91	\$ NA	\$ 117.26	\$ 170.97	\$ 216.40
2x	\$ 36.24	\$ 36.24	\$ 117.26	\$ NA	\$ 224.64	\$ 320.47	\$ 416.31
3x	\$ 54.35	\$ 54.35	\$ 169.31	\$ NA	\$ 328.73	\$ 501.20	\$ 647.73
4x	\$ 72.47	\$ 72.47	\$ 223.01	\$ NA	\$ 431.84	\$ 647.73	\$ 863.62
5x	\$ 90.59	\$ 90.59	\$ 269.88	\$ NA	\$ 539.77	\$ 809.47	\$ 1079.55
6x	\$ NA	\$ NA	\$ 323.84	\$ NA	\$ 647.73	\$ 971.59	\$ 1295.45
7x	\$ NA	\$ NA	\$ 377.84	\$ NA	\$ 734.48	\$ 1133.55	\$ 1511.38

Commercial Roll-Off Rates:

Container Size	Haul Rate	Container Rate	Disposal Charge
10 yd.	\$128.00	\$2.00 per day	\$33.60 per ton
20 yd.	\$131.00	\$2.00 per day	\$33.60 per ton
30 yd.	\$134.00	\$2.00 per day	\$33.60 per ton



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME:		
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):	
E-MAIL ADDRESS:certificateteam@ccmsi.com			
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: OLD REPUBLIC INSURANCE COMPANY		24147
	INSURER B: ILLINOIS UNION INSURANCE COMPANY		27960
	INSURER C: NATIONAL FIRE & MARINE INSURANCE COMPANY		20079
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 375170

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MWZY 60248	06/30/2013	06/30/2014	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____			MWTB 21945	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 118477 00 AOS MWXS 1024 Excess WC OH MWXS 1023 Excess NSWC TX	06/30/2013 06/30/2013 06/30/2013	06/30/2014 06/30/2014 06/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 3778 - Named Insured Includes: Republic Services of Florida, Limited Partnership - Db: Republic Services of Orlando - Rocket Boulevard TS

CERTIFICATE HOLDER

CITY OF BELLE ISLE, FLORIDA
 1900 NELA AVENUE
 ORLANDO, FL 32809
 United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 1023) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.