

25.4 Within thirty (30) calendar days of receiving the list provided by the City, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for Base Services for Residential Service Units for the prior month. The City shall remit to the Contractor payment, less any Billing fees, Franchise Fees, disputed amounts, administrative charges, and payments withheld in accordance with this Agreement, for services rendered by Contractor to Residential and Commercial Cart Service Units within thirty (30) calendar days after receipt of invoice.

25.5 Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall remit to the City payment for any Franchise Fees, and other payments in accordance with this Agreement, for services rendered by Contractor or payments due within thirty (30) calendar days after receipt of invoice.

26. MODIFICATION TO RATES:

The Contractor may submit a written request for modification to fees on or before July 1st, 2019 and every July 1st thereafter. If Contractor fails to submit a written request for modification to rates on or before July 1st, Contractor waives the right for a modification to rates.

All fees in Exhibit "1" shall remain fixed from the execution of this Contract through October 1st, 2020.

26.1 Base Rate Adjustment. Contractor shall attempt to maintain rates herein during the term of this Agreement. Compensation payable to Contractor for all solid waste collection and disposal services hereunder shall be at the rates set forth, and adjusted for the next fiscal year, as follows: For the annual periods of this Agreement, the Contractor shall adjust rates reflective of the Consumer Price Index ("CPI-U") Water, Sewer and Trash Collection Services (CUSR0000SEHG) as published by the U.S. Department of Labor for the immediate preceding 12-month period. Commencing October 1, 2020, 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 using May's CPI numbers. 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. CPI can increase/decrease each year. If there is a decrease in CPI, Belle Isle can request for a reduction in rates. However, if there is an increase in CPI, the vendor can request a change in rates providing evidence in a letter to the City of Belle Isle. If a CPI adjustment is not requested by May 31st each year, the rate adjustment for that particular 12-month period shall be deemed **waived** and shall not be taken into consideration in the future rate adjustments. The City, upon receipt of the rate adjustment, shall ratify all rate adjustments by resolution within 15 days of the CPI increase notification.

26.2 Pass-through of Increased Governmental Costs or increased Landfill Disposal Costs.
The Contractor may request and City will approve an increase in the monthly rate

hereunder if, during the term of this Agreement, the Contractor's costs increase solely as a result of an increased or new fee, charge, or assessment imposed by any relevant governmental authority including, a city, county, municipality or the Federal or State government on the Contractor's business capital or operations or due to increased disposal costs (including landfill and alternative disposal or recycling facility costs) after the date of this Agreement, provided that the fee, charge, or assessment was not imposed due to the Contractor's violation of any applicable legal requirement. Such adjustment will not be limited by the 3% maximum adjustment related to any CPI based adjustment. To obtain an increase in the monthly rate under this subparagraph, the Contractor must submit documentation confirming the amount of or increase in the fee, charge, or assessment and the effective date of the increase, and must provide the City proportionate share of the increased cost. No pass-through will be effective until the City has approved the increase and made an appropriate adjustment to its rate order; however, City will not unreasonably condition or delay any such pass-through increase.

27. LICENSE AND TAXES:

Contractor shall obtain, at its sole expense, all licenses and permits required by the local, state, and federal government, and shall maintain same in full force and effect. The City is exempt from sales and use taxes, and if necessary, the Contractor shall obtain an exemption certificate from the City.

28. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with any and all Applicable Law including all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

29. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. Furthermore, Contractor shall have all rights and remedies available to it under Florida law to collect delinquent payment of fees by City and/or Commercial Service Unit Customers.

30. ADMINISTRATIVE CHARGES:

Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Agreement or violates any provision of this Agreement, City will suffer