



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers, 1600 Nela Ave, Belle Isle FL
Held the 1st and 3rd Tuesday of Every Month
Tuesday, February 18, 2025 * 6:30 PM

AGENDA

City Council

Nicholas Fouraker, Mayor

Vice-Mayor – Jason Carson, District 4

District 1 Commissioner – Frank Vertolli | District 2 Commissioner – Holly Bobrowski |
District 3 Commissioner – Danny Otterbacher | District 5 Commissioner – Beth Lowell |
District 6 Commissioner – Stan Smith | District 7 Commissioner – Jim Partin

Welcome to the City of Belle Isle City Council meeting. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Comm Bobrowski, District 2
3. **Presentations**
4. **Public Comments & Announcements** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form, limited to three (3) minutes, with no discussion. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body.
5. **Consent Items** - These items are considered routine, and one motion will adopt them unless a Council member requests before the vote on the motion that an item be removed from the consent agenda and considered separately.
 - a. Approval of the City Council Meeting Minutes - January 21, 2025
 - b. Approval of the City Council Meeting Minutes - February 4, 2025
 - c. Proclamation: Arbor Day Celebration 2025
6. **Unfinished Business**
 - a. 3904 Arajo Court Condemnation and Demolition Quotes
 - b. Girl Scouts Bat Shelter Project
 - c. Review and Approval of JJ's Solid Waste and Recycling Services Agreement First Amendment
7. **New Business**
 - a. Review and Approval of Fisher Planning and Development Services, Inc. Contract
 - b. Approval of Conway Groves MOU Private Streets Enforcement Agreement
 - c. 2025-2026 SRO Agreement CCA/COBI
 - d. Approval of OCSO Dispatching Services Continued Services 2024-2026
8. **Attorney's Report**
9. **City Manager's Report**
 - a. City Manager's Task List Update
 - b. Chief's Report
 - c. Public Works Report
10. **Mayor's Report**
11. **Commissioners Report**
12. **Adjournment**



**CITY OF BELLE ISLE, FL
CITY COUNCIL MEETING**

Tuesday, January 21, 2025 * 6:30 PM
MINUTES

Present was:

- District 4 Vice Mayor – Jason Carson**
- District 1 Commissioner – Frank Vertolli**
- District 2 Commissioner – Holly Bobrowski**
- District 3 Commissioner – Danny Otterbacher**
- District 5 Commissioner – Beth Lowell**
- District 6 Commissioner – Stan Smith**
- District 7 Commissioner – Jim Partin**

Absent was:

Mayor - Nicholas Fouraker

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:30 pm, and the Clerk confirmed quorum. City Manager Rick Rudometkin, Attorney Dan Langley, Chief Grimm, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were also present.

2. Invocation and Pledge to Flag - Commissioner Jim Partin, District 7

Comm Partin gave the Invocation and led the Pledge to the Flag. Vice Mayor Carson called for a motion to excuse Mayor Fouraker for today’s meeting.

**Comm Partin moved to excuse Mayor Fouraker from the meeting.
Comm Otterbacher seconded the motion, which passed 6:1 with Comm Smith, nay.**

Vice Mayor Carson announced that Comm Lowell will be attending via phone.

3. Presentations

a. PD - Good Citizen Award, Richard (Rick) Baines
Chief Grimm presented resident Richard Baines with the Good Citizen Award for his fundraising efforts to purchase an ice maker for the Police Department. He also thanked those present who donated to the cause.

4. Public Comments & Announcements

Vice Mayor Carson opened for public comments. There being no comment, Vice Mayor Carson closed public comments.

5. Consent Items

- a. Approval of January 7, 2025, Meeting Minutes
- b. Approval of the 2025 OC Supervisor of Elections (SOE) Office Facility Use Agreement
**Comm Bobrowski moved to approve the consent items as presented.
Comm Otterbacher seconded the motion.**

**Comm Partin asked to move item b for discussion.
Vice Mayor Carson said the item will be pulled and added for discussion under new business.
Comm Bobrowski amended the motion to approve the minutes as presented. The motion was unanimously approved 7:0.**

6. Unfinished Business

a. Approval of Tree Board Ordinance and Fee Proposed Revisions-Continued, Richard Weinsier
City Manager Rudometkin gave a brief presentation on the Tree Board's two-prong approach to tree canopy management, which included changes to the ordinance, application, fee, and resident program.

Comm Smith shared his concern and said he favors protecting the trees and raising the fees; however, the increase in the cost of removing a tree without a permit is a bit excessive. Mr. Weinsier said it is a penalty to have residents think twice before removing a tree and make an effort to know the Code.

Comm Partin said some residents may be unaware of the Code and how this change coincides with the State law and residential property. Mr. Weinsier said that might be true, but isn't it true for any law; a penalty will still be imposed. Mr. Rudometkin noted the City has taken a proactive approach to outreach via social media, which may be problematic initially. Discussion ensued on tree height and width.

Attorney Langley said the State statute applies to removing a dangerous tree, and removal is allowed without a permit to eliminate the danger; however, they must submit a report from a certified arborist. The proposed change will apply to all other permits in all other cases.

Comm Bobrowski asked if this applies to new development or construction. Attorney Ardman said it applies when a tree creates a dangerous circumstance on an existing developed property.

Comm Vertolli said he does not favor the idea of providing a flash drive. Discussion ensued on proposed fines, permitted/non-permitted tree removals, and funding of new trees.

After discussion, Comm Smith moved to continue the discussion in March to allow the Board to summarize the proposed changes and list them separately. Comm Carson seconded the motion which passed unanimously, 7:0.

b. ORDINANCE NO. 24-03: SECOND READING AND ADOPTION

AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE TEXT OF THE CITY OF BELLE ISLE COMPREHENSIVE PLAN TO AMEND THE FUTURE LAND USE ELEMENT, CAPITAL IMPROVEMENT ELEMENT, CONSERVATION ELEMENT, HOUSING ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, INFRASTRUCTURE ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, RECREATION AND OPEN SPACE ELEMENT, PRIVATE PROPERTY RIGHTS ELEMENT, AND TRANSPORTATION ELEMENT; AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BELLE ISLE COMPREHENSIVE PLAN AND A SERIES OF MAPS WITHIN THE COMPREHENSIVE PLAN PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

City Manager Rudometkin read the Ordinance by Title.

Alexis Crespo, City Comp Plan Consultant, presented the preliminary Comprehensive Plan policies for consistency with State law and relevancy. After the presentation, at the Council's discretion, the historical preservation language must be approved with a motion to reinstate it in the update. In addition, the adoption of an updated Water Supply Facilities Work Plan to move away from septic will be presented.

Ms. Crespo provided a presentation for discussion. She summarized the updates from the Departments of Commerce, St. Johns River Water Management, Environmental Protection and Transportation, Future Land Use, Capital Improvements, Housing, Infrastructure, and Conservation Element. Ms. Crespo requested approval to Adopt the Update. She noted that she has 10 business days to transmit the documents to the State. After this process, she said the City would be required to review the Comp Plan again 7 years after this submittal is finalized.

Ms. Crespo addressed the historic Preservation policy 1.6.1 for consideration. The Council can move to adopt or leave out and will still comply. The Council shared some opposition from residents they received regarding removing this section from the update. Comm Vertolli shared his concerns and spoke in opposition to the language presented. After discussion, the changes discussed were the following changes,

Current: Policy 1.6.2 through 1.6.6 should be stricken and condensed into one policy.

Change: POLICY 1.6.1: The City may evaluate establishing a Historic Preservation Board or similar organization and any other mechanisms and tools in efforts to identify and protect historically significant housing within the City."

After discussion, Comm Otterbacher moved to accept the changes to section 1.6.1 as discussed. Comm Lowell seconded the motion, which passed unanimously 7:0.

Comm Smith moved to adopt Ordinance 24-03 as presented. Comm Otterbacher seconded the motion, which passed unanimously 7:0.

- c. Approval of the 2025 OC Supervisor of Elections (SOE) Office Facility Use Agreement
Comm Partin discussed the request to move to one location. He is not convinced that it will not go without some challenges. He asked that staff ensure the residents are informed of the change. Council requested that the electronic message boards be placed at the voting location to inform them of the location change.

Comm Bobrowski moved to consolidate the precincts to one voting location at City Hall, 1600 Nela Avenue, for the March 11 election. Comm Lowell seconded the motion, which passed 6:1 with Comm Partin, nay.

After the discussion, Comm Smith moved to approve the 2025 Orange County Supervisor of Elections Use Agreement, which includes canvassing criteria for the mayoral election.

Comm Otterbacher seconded the motion, which passed 6:1 with Comm Partin, nay.

7. New Business

- a. Request for Sponsorship of Code Enforcement Officer Patrick Albery to Police Academy and Creation of a Police Cadet Position
With its approval, Chief Grimm presented the Council with a proposed new Police Cadet position to give the department greater flexibility in filling an open position in the agency. The Cadet position will serve in a civilian capacity; upon completion, the cadet will transition into the role of an officer and be ready to fill the position once it is available. The academy costs \$5,000-6,000 for a six-month training program with a three-year commitment.

Comm Partin moved to approve the creation of the Police Cadet position within the Belle Isle Police Department, with a starting salary of \$46,000 annually, contingent upon the availability of a vacant and budgeted Police Officer position, and with cadets required to attend the next available police academy. This motion includes the approval of total academic costs and associated fees.

Comm Smith seconded the motion, which passed unanimously 7:0.

Chief Grimm requested approval to sponsor employee Patrick Albery to the Police Academy using funds obtained from citations. Once he completes the academy, if there is no position open at the Agency, he will remain a Code Enforcement Officer.

Comm Smith moved to sponsor Code Enforcement Patrick Albery for enrollment into the Police Academy. Comm Partin seconded the motion, which passed unanimously 7:0.

- b. Approval of Bing Grant Application for Windsor PL HOA for Flock Safety Security Cameras/Readers
City Manager Rudometkin presented the Windsor Place application for Flock Safety Readers, totaling \$5,950.

Comm Partin moved to approve the \$5,950 Bing Grant for Windsor Place for Flock Safety Security Cameras and Readers from District 7 and the Mayor's discretionary fund.

Comm Smith seconded the motion, which passed unanimously 7:0.

The Council commented that if any other homeowners' associations are interested in this system, they should refer them to Windsor Place because their presentation was exemplary.

- c. Discussion on Wallace Field Interlocal Agreement
The council tabled the discussion for a later meeting date to allow all Council members and the Mayor to be present.
- d. Discuss and Approve Fishback Dominick's Attorney Fees
City Manager Rudometkin presented the City Attorney Retainer Agreement Amendment for Legal Services for approval. Attorney Langley said it is an honor to have the firm serve the City for decades, and the history shared is very significant. The rates are necessary increases for the firm. The proposal is for the retainer rate to cover costs; the hourly rate will remain the same at this time. He noted that the rates have remained unchanged for the last seven years.
Comm Partin moved to amend the agreement with Fishback Dominick LLP. for the monthly retainer, hourly rates, and language included in the amendment document. Comm Carson seconded the motion, which passed unanimously 7:0.

e. Approval of Storm Water Rate Study Contract with Willdan Financial Services
 City Manager Rudometkin asked for an extension of the current contract date from December 30, 2024, to September 30, 2025, with Willdan to continue and finalize the stormwater rate study. Comm Smith asked if the survey would be available for the budget discussions in June. Mr. Rudometkin said yes. Comm Lowell said she would like staff to be more diligent in reviewing contracts before expiration and amendments to be brought forward before they expire.
Comm Partin moved to extend the current contract with Willdan for the stormwater rate study until September 30, 2025. Comm Otterbacher seconded the motion, which passed unanimously 7:0.

f. RESOLUTION 25-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, TO ADOPT STANDARDS TO SAFEGUARD AGAINST CYBERSECURITY THREATS; ADOPTING THE METHODS AND STANDARDS SET FORTH IN VERSION 1.1 OF THE FRAMEWORK FOR CYBERSECURITY ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

City Manager Rudometkin read Resolution 25-01 by Title.

Comm Partin moved to adopt Resolution 25-01 - Cybersecurity Standards Resolution required by this subsection and HB 7055 for the City of Belle Isle as presented. Comm Carson seconded the motion, which passed unanimously 7:0.

g. RESOLUTION NO. 25-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE PURCHASING POLICY FOR THE CITY OF BELLE ISLE ADOPTED BY RESOLUTION NO. 20-08 AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Rudometkin read Resolution 25-02 by Title.

Comm Partin moved to adopt Resolution 25-02- Waiver to Formal Procurement Resolution to clarify the council’s authority when procuring a particular good, material, equipment, or service if the city council deems such waiver to be in the best interest of the city. Comm Bobrowski seconded the motion, which passed unanimously 7:0.

8. **Attorney's Report** – No report.

9. **City Manager's Report**

a. City Manager's Report

The City Manager presented

- City Manager’s Task List
- Brief report on the walkthrough of the Arajo property. The staff is working on an assessment to clear the property and bring the cost and timeline to the Council.
- The staff continues to research the findings regarding Hurricane Ian with the vendors, who have been very cooperative in presenting them to the Council.

b. Chief's Report

Chief Grimm reports that the Event on January 11th was a success for the City, Agency, and residents. He spoke briefly about the DUI event and other agencies’ participation—7 DUI arrests and 173 citations were issued throughout the County.

c. Public Works Report

Phil Price reported that the Trimble Park project would commence once the weather permits. The landscaping has been completed at City Hall. The council asked to clarify the new OC street sweeping company name – SCA.

10. **Mayor’s Report** – No report.

11. **Commissioners Report**

- Comm Vertolli presented the creation of a Youth Council for consideration and will bring a formal presentation at a future meeting
- Comm Bobrowski reminded all of the upcoming GOAA meeting requiring residents to RSVP.

12. **Adjournment**

There being no further business, Vice Mayor Carson called for a motion to adjourn the meeting, which passed unanimously at 8:37 pm.



**CITY OF BELLE ISLE, FL
CITY COUNCIL MEETING**

Tuesday, February 4, 2025 * 6:30 PM
MINUTES

Present was:

- Mayor - Nicholas Fouraker**
- District 4 Vice Mayor – Jason Carson**
- District 1 Commissioner – Frank Vertolli**
- District 2 Commissioner – Holly Bobrowski**
- District 3 Commissioner – Danny Otterbacher**
- District 5 Commissioner – Beth Lowell**
- District 6 Commissioner – Stan Smith**
- District 7 Commissioner – Jim Partin**

Absent was:

1. Call to Order and Confirmation of Quorum

Mayor Fouraker called the meeting to order at 6:30 pm, and the Clerk confirmed quorum. City Manager Rick Rudometkin, Attorney Brandon Pownall, Chief Grimm, Public Works Director Phil Price, and City Clerk Yolanda Quiceno were also present.

2. Invocation and Pledge to Flag - Commissioner Frank Vertolli, District 1
Comm Vertolli gave the Invocation and led the Pledge to the Flag.

City Manager asked to rearrange agenda items as follows,

- -Item 7c to be removed from the agenda and
- -move item 3a after the PD presentations.

Comm Holly Bobrowski moved to approve the reorder of agenda items.
Comm Lowell seconded the motion, which passed unanimously 7:0

3. Presentations

a. PD Swear In New Officer Nick Trendafilov

Mayor Fouraker welcomed Officer Trendafilov and performed the swear-in ceremony.

b. PD Award Presentation – Officer Mathews

Chief Grimm presented Officer Mathews with the Life Saving and Purple Heart Award.

c. CCA Board Meeting Update – Charlene Cross

Charlene Cross, a CCA Board member, briefly updated the CCA meeting agenda topics, events, greenhouse, and construction updates. All updates can be found by visiting the school’s website at www.cornerstonecharter.com. Comm Bobrowski said CCA should consider a traffic study before utilizing the Masonic Lodge parking area to avoid further traffic on Hoffner.

d. Proclamation – Pine Castle Pioneer Days – Celebrating Citrus

Mayor Fouraker presented a proclamation for Pine Castle Pioneer Days.

Comm Lowell moved to approve the Proclamation.

Comm Vertolli seconded the motion, which passed unanimously 7:0.

Mayor Fouraker read the proclamation for the record.

4. Public Comments & Announcements

Mayor Fouraker opened for public comments.

- Antony Carugno, residing on Hoffner Avenue, said he favored adding a stop sign at the end of Wallace to help with traffic. He further noted that he would like the City to consider adding a stop sign on Venetian at the curb for safety purposes.

There being no further comment, Mayor Fouraker closed public comments.

5. Consent Items

- a. Resolution 25-03: A Resolution of the City Council of the City of Belle Isle, Florida, urging the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a city and providing for an effective date.
- b. Approval of the First Amendment to the Memorandum of Understanding (MOU) for the Orange County Intergovernmental Radio System Encryption Key
- c. Approval of the Edward Byrne Memorial Justice Assistance Grant (JAG)
Comm Smith moved to approve the consent items as presented.
Comm Lowell seconded the motion, which passed unanimously 7:0.

6. Unfinished Business

- a. Discussion on Wallace Field Interlocal Agreement
 City Manager Rudometkin said the City has an interlocal agreement with CCA to renovate Wallace Field, and at the mayor's request, it is on the agenda for discussion. Mr. Rudometkin said the latest update was that the City adjusted the initial plans and is waiting for CCA's response. He said Chairman Brooks stated that the costs had risen considerably and would have an update on the site plan at the April CCA Board meeting.

Mayor Fouraker said he had received numerous comments from residents that the field had not been completed and had not been put into action within a reasonable time frame as the City had hoped. He further noted that the entire City does not have access to Wallace Field, which is a City park. He asked the Council if they would like to go back to negotiations and request that the City build out the field to assist CCA staff in moving the project forward.

The Council discussed the shared use agreement with CCA, the delayed process of the approved site plan, and modest improvements for residents' use of the city park. Council consensus was to have the City Manager schedule a meeting with the CCA Chairman, Mr. Brooks, to ask for some deliverables and a proposed addendum if necessary. Comm Smith shared his concern about the costs and that it is not prudent for the City to commit to the buildout of a City park with the added fees to the City's budget. Moving forward, the Council agreed to include project deadlines in future agreements.

7. New Business

- a. **ORDINANCE 25-02 - First Reading And Consideration: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING CHAPTER 26 ENTITLED "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES" OF THE CITY OF BELLE ISLE CODE OF ORDINANCES TO ADD A NEW ARTICLE III ENTITLED "OFFENSES INVOLVING PUBLIC PEACE AND ORDER," TO PROHIBIT URINATING AND DEFECATING IN PUBLIC, TO PROHIBIT PUBLIC CAMPING, TO PROHIBIT SITTING OR LYING ON SIDEWALKS AND BICYCLE PATHS, AND TO PROVIDE FOR TRESPASS WARNINGS ON PUBLIC PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

City Manager Rudometkin read the Ordinance by Title.

Chief Grimm introduced the ordinance for consideration.

After discussion, Comm Vertolli moved to advance Ordinance 25-02 to second reading and adoption.

Comm Lowell seconded the motion, which passed unanimously upon roll call 7:0.

- b. Approval of CCA Sponsorship – Viva Las Vegas
Comm Bobrowski moved to sponsor Royal Flush for the CCA Viva Las Vegas event for \$1,500.
Comm Otterbacher seconded the motion, which passed 7:0.

- a. Approval of Hearts Against Hunger 5K Sponsorship
Comm Partin moved to approve the silver sponsorship Hearts Against Hunger 5K in the amount of \$1,000.
Comm Bobrowski seconded the motion, which passed 7:0.

- b. Approval of Memorandum of Understanding (MOU) Gated Private Communities
 Chief Grimm said the agency has been approached by some HOA, and the MOU presents an opportunity to explore similar partnerships with the City's gated communities. He introduced a draft template for consideration and said he does not foresee a significant cost to the City. As a note, Chief Grimm said if the community is not gated, Public Works and the Police Department have authority and can conduct regular activity.
Comm Otterbacher moved to authorize the Police Department to engage with gated communities to explore and formalize a Memorandum of Understanding MOU for traffic enforcement on private streets.
Comm Vertolli seconded the motion, which passed unanimously 7:0.

c. Special Events Committee Recruitment/Members – Removed from Agenda.

d. Discuss and Approve the Belle Isle Youth Council Participation Program

City Manager Rudometkin presented the Youth Council Program as requested by Comm Vertolli.

**Comm Vertolli moved to approve the implementation and legal review of the presentation form and program.
Vice Mayor Carson seconded the motion, which passed unanimously at 7:0.**

e. Appointment of Canvassing Board Member for March 11, 2025, Election

City Manager Rudometkin presented at the Clerk’s request to appoint a Council member to the Canvassing Board and approve the Supervisor of Elections Office (SOE) to start opening ballots on March 11, 2025, at 9 a.m.

**Comm Partin moved to appoint Comm Vertolli to the Canvassing Board and approve the SOE to start the ballot opening on March 11, 2025, at 9 a.m.
Comm Smith seconded the motion, which passed unanimously 7:0.**

8. Attorney's Report – No report.

9. City Manager's Report

a. City Manager's Report

The City Manager presented,

- City Manager’s Task List
- The staff continues to research the findings regarding Hurricane Ian with the vendors, gathering ticket information and will report at a later date.
- Reported that the CCA Bondholders had given their 51% vote in carving out the Lancaster House to return it to the City. He and the City Attorney will provide an agreement for Council approval.
- Announced that the City Planner Raquel Lozano has submitted her resignation. He wishes her all the success.

b. Chief's Report

- Chief Grimm announced that Friday, February 7th, is Crossing Guard appreciation day; please reach out and thank them!
- Chief Grimm announced that CE Albery, unfortunately, suffered a heart attack on his second day of training. He is doing well and will return as a CE shortly.
- Chief Grimm shared the new “Coin” used by the PD for motivational purposes.

c. Public Works Report

Phil Price reported that the Trimble Park pipe project is complete, city landscaping and electrical have been finalized, and the underdrain on Colleen and Stafford is underway for completion. Nela Bridge and some City signs are scheduled to be repainted in the following weeks. He announced that the Belle Isle Boat Dock had received their permits and that the project was underway.

10. Mayor’s Report

Mayor Fouraker asked for a volunteer to attend the MetroPlan meeting in his absence. Comm Smith volunteered to attend at 9:30 a.m. Mayor Fouraker shared a brief update on his attendance in Tallahassee and thanked staff for the great landscaping around City Hall.

Mayor Fouraker thanked the City Manager for completing his first year in the City and asked the Council to consider scheduling a meeting for the Manager’s evaluation. The City Clerk will circulate a survey, deliver the results to the Mayor, and discuss them at a scheduled workshop Council meeting to allow for dialogue.

11. Commissioners Report

- The council thanked Raquel Lozano for her commitment as a City Planner and wished her well.
- Comm Bobrowski thanked the City Clerk for the electronic Newsletter and condolences to the Meloon Family.
- Comm Otterbacher asked the Council to be mindful of equal time for all residents during citizen comments.
- Comm Smith attended the Institute for Elected Officials and encourages all members to take advantage of all the information they provide.

12. Adjournment

There being no further business, Vice Mayor Carson called for a motion to adjourn the meeting, which passed unanimously at 8:37 pm.

CITY OF BELLE ISLE



Celebrating Tree City USA Communities, Arbor Day, and our Commitment to Effective Urban Forestry in the City of Belle Isle - 2025

Whereas, in 1872, the Nebraska Board of Agriculture established a special day dedicated to the planting of trees; and

Whereas, this day, known as Arbor Day, was first celebrated with the planting of over one million trees in Nebraska; and

Whereas, Arbor Day is now a cherished observance, recognized not only across the United States but also globally; and

Whereas, trees play a crucial role in preserving our environment by preventing soil erosion, reducing heating and cooling costs, moderating temperature fluctuations, purifying the air, producing oxygen, and providing essential habitats for wildlife; and

Whereas, with Tree City USA recognition, the City of Belle Isle has demonstrated a commitment to effective urban forest management and its part to help address these challenges for its residents now and in the future.

Therefore, I, Nicholas Fouraker, Mayor of the City of Belle Isle, do hereby celebrate Tree USA communities and commit to the residents of the City of Belle Isle for their efforts to protect our trees, woodlands, and environmental initiatives.

Further, I urge all residents to plant trees and promote the well-being of this and future generations, celebrated on March 8, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Belle Isle to be affixed this 18th day of February, in the year two thousand twenty-five.

Attest _____

Yolanda Quiceno, City Clerk



Mayor Nicholas Fouraker

CITY OF BELLE SLE, FLORIDA CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: February 18th, 2025
To: Honorable Mayor and City Council Members
From: Rick J. Rudometkin, City Manager
Subject: 3904 Arajo Court Condemnation and Demolition

Background:
The City of Belle Isle has issued a condemnation order (Official Records Document #20240601626, recorded October 22, 2024) for the property located at 3904 Arajo Court, Belle Isle, FL 32812-2801 (Orange County Tax Parcel ID: 20-23-30-1646-01-050). The residential structure upon the property will be demolished by the City and a lien placed against the property for the expenses incurred.

We are attaching quotes for the council and possibly approve one of the quotes to provide funding for the demolition.

Staff Recommendation:
Approve the quote with “I’m your demo guy” in the amount of \$19,800.00 to demo the 3904 Arajo home including the slab, inside items, vegetation and grading.

Suggested Motion:
I move to approve the quote with “I’m your demo guy” in the amount of \$19,800.00 to demo the 3904 Arajo home including the slab, inside items, vegetation and grading.

Alternatives: Do not approve

Fiscal Impact: \$19,800.00 for the project. This is not budgeted.

Attachments:
3 quotes
Notice of Condemnation



City of Belle Isle



1600 Nela Ave. Belle Isle, FL 32809
407.851.7730 | FAX: 407.240.2222

Date: 2-12-2025

**Reference: 3904 Arajo Court
Belle Isle, Florida 32812**

Mr. Rudometkin,

Under the direction of the council members, I reached out to demolition contractors to solicit bids to demolish the 3904 Arajo Court existing residence. We received three proposals for the requested scope of work.

Scope of Work – Demolish the entire structure including the concrete floor slab, and all materials inside the dwelling.

The following are the submitted proposals.

I'm Your Demo Guy -\$19,800.00

CL Green -\$27,000.00

Mid-Florida Services -\$44,943.00

My recommendation is to award the demolition project to I'm Your Demo Guy for the submitted amount of \$19,800.00.

Phil Price
Director of Public Works
City of Belle Isle

Outlook

3904 Arajo Court, Belle Isle

From Dan Langley <dlangle@fishbacklaw.com>
Date Thu 1/23/2025 2:15 PM
To Yolanda Quiceno <yquiceno@belleislefl.gov>
Cc Phil Price <pprice@belleislefl.gov>; Rick Rudometkin <rickr@belleislefl.gov>

*** Published on 1/27/25*

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yolanda:

Please publish the following advertisement in the Orlando Sentinel. Thank you.

NOTICE OF CONDEMNATION AND ABANDONED PROPERTY

The City of Belle Isle has issued a condemnation order (Official Records Document #20240601626, recorded October 22, 2024) for the property located at 3904 Arajo Court, Belle Isle, FL 32812-2801 (Orange County Tax Parcel ID: 20-23-30-1646-01-050). The residential structure upon the property will be demolished by the City and a lien placed against the property for the expenses incurred.

Pursuant to the condemnation order, the City has inspected the property and discovered personal property inside the structure, including clothing, electronics, furniture, décor, appliances, kitchen equipment, and other miscellaneous household items. Based on the City’s determination, no individual items have a value exceeding \$500.

The owner of the property, Lizer Stovall, or any party with a legal interest in the personal property, must claim and remove the personal property **within 30 days from the date of this publication**. To arrange for the removal of personal property, please contact the City Manager’s Office at (407) 851-7730.

If the personal property is not claimed and removed within this period, the City will declare the items abandoned and dispose of it pursuant to applicable law, including Section 715.109, Florida Statutes. Because each item of personal property is believed to have a value of less than \$500, it may be kept, donated, sold, thrown away or destroyed without further notice.

City of Belle Isle
Attn: Rick J Rudometkin
1600 Nela Avenue
Belle Isle, FL 32809

Daniel W. Langley
Fishback Dominick
1947 Lee Road
Winter Park, Florida 32789
Telephone (407) 262-8400

I'm Your Demo Guy, Inc.

Sanford, FL 32771
+14077575404
admin@imyourdemoguy.com
www.imyourdemoguy.com



Estimate

City of Belle Isle
1600 Nela Ave
Belle Isle, FL 32809

Phil Price
3904 Arajo Ct.
Belle Isle, FL 32812

456
11/18/2024

Arajo

ITEM	DESCRIPTION	AMOUNT
Demolition:House	-demolition & removal of entire house structure, slab included. -removal of small landscaping around perimeter for work area access. -driveway to remain. -grade lot with existing dirt at completion.	18,000.00
Debris Removal:Debris Removal	removal of furniture and general household goods throughout house.	1,800.00
		\$19,800.00

CL Green, Inc.
P.O. Box 868
Windermere, FL 34786-0868



Contract

a.

Date	Estimate #
2/7/2025	1232

Name / Address
City of Belle Isle. Attn: Phil Price 1600 Nela Avenue Belle Isle, FL 32809

Job Site

3904 Arajo Ct. Belle Isle

Item	Description	Cost	Total
Demolition	Demolition of family residence 2,641 sf. and slab, small brush around house, also includes machine time, labor, trucking, dump fees.	25,000.00	25,000.00
Permit	Permit fee, and to pull permit		
Demo Prep Fees	Disconnects for water and/or sewer		
Seeding	Seed & straw where existing house was		
silt fencing	Silt fencing to protect environment (if required)		
Dumpsters	Dump for C & D, Household debris, (30 yrd) 4 loads	2,000.00	2,000.00
Authorized Signature: _____ Date _____ Print Name & Title: _____ *No asbestos survey or abatement removal *No sprinkler repair *No concrete sidewalk-curb-driveway apron repair *Nothing unforeseen underground *No tree work *No sod/grass *No import or export of fill dirt			

Estimate good for 30 days! Thank you.

Total

\$27,000.00

Phone #	E-mail	Web Site
407-909-0900	clg@clgreeninc.com	www.clgreeninc.com

Mid-Florida Services LLC.
2083 Edgewater Canal Rd
New Smyrna Beach Florida 32168
Russell Barclay 407-409-4110



INVOICE

PROPOSAL DATE: 2/12/2025
ATTENTION: Phil Price
SUBMITTED TO: Director Of Public Works

PHONE: 689-500-4373
CELL:
FAX:

PROJECT/LOCATION: House Demo
3904 Arajo Ct
Belle Isle

SCOPE OF WORK

2046 sqft Multi Material Home x \$20.5 = \$41,943
Driveway Removal - \$1,500
Utility Disconnect - \$1,500
All Shrubs & Small Trees Next To House Removed
Permit Included
Silk Fence Included - 1 Row
Properly Clean Site
Not Responsible For Sidewalk Damage
Driveway Apron To Be Left Intact

Proposed Amount: \$44,943

We propose to furnish all labor, materials, equipment and insurance necessary for the removal and disposal of construction materials per scope of work, located at the above referenced project location. All work to be done in compliance with EPA and OSHA rules, regulations and guidelines and to be done in a timely and workmanlike manner

All construction materials will be properly disposed of in an authorized landfill.

EXCLUSIONS - ASBESTOS ABATEMENT,, TEMP POWER, TEMP SHORING/BRACING, TEMP PROTECTION, SALVAGE FOR OWNER, DISPOSAL

Payment to be made as follow: 25% upon signing 75% upon completion

Any alteration, deviation from above specifications involving extra cost will be executed only upon orders. And will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents delays beyond our control. Note: This proposal may withdrawn by us within 30 days.

RESPECTFULLY SUBMITTED BY: Russell Barclay

Mid-Florida Services LLC.
2083 Edgewater Canal Rd
New Smyrna Beach Florida 32168
Russell Barclay 407-409-4110

a.

ACCEPTANCE OF PROPOSAL

*THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.
YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE*

Accepted by: _____

Date: _____

**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: February 18th, 2025
To: Honorable Mayor and City Council Members
From: Rick J. Rudometkin, City Manager
Subject: Bat Appreciation Day and Bat House Construction project

Background:
On 10/15/24 the council supported a proclamation for Belle Isle Bat Appreciation Day. There was support for the construction of a bat house at a Belle Isle Park, or another location suitable for this project. The project would include the building of a bat house that can support the bats in our community while working with the city to ensure it matches the City's desires as well.

The costs of the bat house, labor, planning, etc., would be covered by fundraising efforts through the Girl Scouts. The request is for the City to agree to have the bat house constructed on city property and agree to take maintenance of the house.

Staff Recommendation:
Staff would like to discuss the location of this house, the size of the house, and taking over the maintenance of the house.

Suggested Motion: **I move to approve...**

Alternatives: Do not approve

Fiscal Impact: Unknown

Attachments:
Email documents

Re:Fw: Gold Award - Bat House

From Eli <amelialindahorwitz@gmail.com>

Date Fri 2/7/2025 9:48 AM

To Rick Rudometkin <rickr@belleislefl.gov>

Cc Phil Price <pprice@belleislefl.gov>; Yolanda Quiceno <yquiceno@belleislefl.gov>; gstroop114fl@gmail.com <gstroop114fl@gmail.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Rudometkin,

My original project was to build individual bat houses to offer to Belle Isle residents to provide living space for our bat community. During the Council meeting when we established Belle Isle Bat Day, Commissioner Bobrowski mentioned that she would like to see a larger bat house installed on City property and mentioned potentially working together. After the meeting, I thought through it and discussed with my Gold Award Advisory Team, and I would love to work with the City to build a larger bat house.

Commissioner Bobrowski mentioned the bat houses on UF's campus as examples. Here is a picture of it:



I would work with the City to make sure it matches the City's desires for appearance. My mom is a professional Civil Engineer, and my cousin is a Professional Architect, and they are part of my Advisory team to help with any needed design.

Here is another example:



My project would include the purchase of materials, design, plans, etc. as well as the construction. My grandfather worked in construction his entire career and is part of my advisory team as well. Once it is constructed, I would anticipate the ownership and maintenance of the house (probably won't be too much) would be the City.

I was thinking Wallace Field might be a good place to construct the bat house. It is in a place where our City residents can visit to watch the bats fly out at sunset (just like at UF's campus!). It is also close to Lake Conway for the bats to be able to hunt for bugs. Another member of my Advisory Team is my Aunt, Katy Strobl, who has a degree in Animal Science from UF and worked in animal care here in Orlando. She suggested that location would be good for bats.

Please let me know your thoughts on this, as I hope to get working on the project this month if we can. Thank you!

On Tue, Feb 4, 2025 at 9:34 AM Rick Rudometkin <rickr@belleislefl.gov> wrote:

Hi Eli,

Thank you for reaching out! Can you send us a picture or a plan of what is intended to be installed/built? When you spoke of the construction, we assumed you would build and supply the bat house, and the city would be involved in the placement. I do not know or remember if we talked about or if we can be responsible for the maintenance or the construction of the bat house. We can talk more about it.

Let us know.

We appreciate it.

Rick J Rudometkin, CPM, ICMA-CM
City Manager
City of Belle Isle
407-851-7730
rickr@belleislefl.gov



From: Yolanda Quiceno <yquiceno@belleislefl.gov>
Sent: Friday, January 31, 2025 12:10 PM
To: Rick Rudometkin <rickr@belleislefl.gov>
Subject: FW: Gold Award - Bat House

See below

From: Eli <amelialindahorwitz@gmail.com>
Sent: Friday, January 31, 2025 11:37 AM
To: Holly Bobrowski <district2@belleislefl.gov>; Yolanda Quiceno <yquiceno@belleislefl.gov>
Cc: gstroop114fl@gmail.com
Subject: Gold Award

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Commissioner Bobrowski,

I really appreciate your support at the 10/15/24 City Council meeting where you moved to approve the proclamation I worked with the Mayor on for Belle Isle Bat Appreciation Day! I was moved when you said you would like to support the construction of a bat house at a Belle Isle park, and I was hoping we could work together to accomplish that.

If we can collaborate on it, I would propose the construction of the bat house to occur the week of my spring break (03/17-03/21/25) so I can engage my classmates, community members, friends, and family in the construction. I would like to build a bat house that can support the bats of our community, but would like to work with the City to ensure it matches the City's desires as well.

b.

Would you please let me know if you can support this work I propose? The costs of the bat house, labor, planning, etc would be covered by my fundraising efforts through Girl Scouts. I would only need the City to agree to have the bat house constructed on City property and agree to take maintenance of the house.

Please let me know if you have any questions or thoughts on this. Thank you so much for your consideration!

Thank you,

Eli Horwitz

**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: February 18th, 2025
To: Honorable Mayor and City Council Members
From: Rick J. Rudometkin, City Manager
Subject: JJ's First Amendment to their solid waste & recycling services agreement.

Background:

JJ's has had our waste Hauling contract for the last 5 years and have 3 one year extensions currently.

The council already approved a new 5-year agreement, with a financial hold placed on the increase in rates for the **residential portion** of the contract & this to be held for a period of 3 years, the remaining 2 years of the new contract to incur an annual increase of CPI noted by the Bureau of Statistics or 5% whichever is the greater, with a guarantee that this to be a single increase annually for the remaining 2 year period. guarantee that the Commercial Businesses within the City of Belle Isle shall also only receive a single increase annually, starting with the new agreement until the end of September 30th, 2030.

This new 5-year contract first amendment needed some language changes/additions to finalize the approval that the council has already made.

Staff Recommendation:

Approval on the new 5-year contract first amendment with the language changes/additions.

Suggested Motion: **I move to approve the new 5-year contract first amendment with JJ's Disposal with the language changes/additions as presented.**

Alternatives: N/A

Fiscal Impact: No change to the current budgeted contracted amount.

Attachments:

- First Amendment
- Original Contract

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

This Solid Waste and Recycling Services Agreement (“Agreement”) is entered into on this 30th day of September, 2019, between the City of Belle Isle, a Florida municipal corporation whose address is 1600 Nela Avenue, Belle Isle, Florida 32809 (“City”), and JJ’s Waste and Recycling, LLC (“Contractor”), a limited liability corporation, whose address is 3905 El Rey Road, Orlando, Florida 32808. Sometimes, herein, the City and Contractor shall be collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, City issued a Request for Proposals for Solid Waste and Recycling Services (“the RFP”); and

WHEREAS, Contractor submitted a proposal in response to the RFP on or before July 23, 2019; and

WHEREAS, City received and evaluated proposals from vendors in response to the RFP; and

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

WHEREAS, City has the power to execute this Agreement; and

WHEREAS, Contractor has the power to execute this Agreement; and

WHEREAS, City desires to hire Contractor to provide those services specified hereinafter and as set forth in the RFP relating to solid waste and recycling services; and

WHEREAS, Contractor desires to provide those services specified hereinafter and as set forth in the RFP relating to solid waste and recycling services.

NOW, THEREFORE, in consideration of the above premises and of the mutual obligations undertaken herein, and such other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS:

As used herein, the capitalized terms, phrases, words, and their derivations shall have the meanings as set forth herein.

1.1. **Acceptable Solid Waste:** Acceptable Solid Waste shall mean Solid Waste which is not Unacceptable Waste and which is Collected within the City pursuant to this Agreement.

12. **Agreement:** Agreement shall mean this document, including any written amendment thereto, as agreed upon by City and Contractor and executed by the Parties.

13. **Agreement Year:** Agreement Year shall mean the period beginning October 1st of each year and ending on September 30th of the subsequent year for the term of the Agreement.

- 14. **Applicable Law:** Applicable Law shall mean any permits, licenses and approvals issued for or with respect to Contractor, equipment utilized by Contractor, properties (or any component thereof) utilized by Contractor, or the performance of Contractor's obligations hereunder, and any statute, law constitution, charter, ordinance, resolution, judgment, order, in any case, that shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects City, Contractor, any of their equipment or any properties (or any component thereof) utilized by Contractor or the performance of Contractor's obligations hereunder.
- 15. **Basic Service:** For Residential Services, Basic Service shall mean the following: (1) twice per week unlimited Solid Waste and Bulky Waste Services; (2) once per week Program Recyclable Materials Services; (3) once per week Yard Waste Services
- 16. **Brush:** Brush shall mean Yard Trimmings that cannot be easily contained in a Yard Trimmings Can, Yard Trimmings Bag or Bundle.
- 17. **Bulky Waste:** Bulky Waste shall mean Acceptable Solid Waste composed of materials not easily contained in a Solid Waste Bag or Can such as, but not limited to White Goods, furniture, Brush, carpet, and other Acceptable Solid Waste not easily contained in a Solid Waste Bag or Can.
- 18. **Bulky Waste Services:** Bulky Waste Services shall mean the Collection and Disposal of Bulky Waste.
- 19. **Bundle or Bundles:** Bundle or Bundles shall mean Yard Trimmings securely tied together forming a package that may be easily handled, not to exceed four (4) feet in length or fifty (50) lbs. in weight.
- 1.10. **Business Day:** Business Day shall mean any day, Monday through Friday, from 8:00 AM, Eastern Time until 5:00 PM, Eastern Time, which is not a holiday designated as such in the Agreement.
- 1.11. **Can:** Can shall mean a receptacle owned by the Customer used for Solid Waste, including Yard Trimmings, Set-outs.
- 1.12. **City:** City shall mean the City of Belle Isle, Florida.
- 1.13. **City Facility:** City Facility shall mean any City owned or operated facility designated by the Contract Administrator as a City Facility to receive City Services. The City has the sole authority to add or eliminate City Facilities to receive City Services. Solid Waste or Bulky Waste for transport to a Disposal Site or the act of removing Program Recyclable Materials for transport to a Processing Facility.
- 1.14 **Commencement Date:** Commencement Date shall mean October 1, 2019, the date on which the Contractor shall begin performing Solid Waste Services and Recycling Services in

accordance with this Agreement.

- 1.15. **Commercial Container:** Commercial Container shall mean a Cart, Dumpster, Dumpster Compactor, Roll-off, or Roll-off Compactor.
- 1.16. **Commercial Cart Service Unit:** Commercial Cart Service Unit shall mean a Commercial Service Unit which Set-outs no more than two (2) Solid Waste Carts per calendar week.
- 1.17. **Commercial Service Unit:** Commercial Service Unit shall mean all establishments other than Residential Service Units within the corporate limits of the City.
- 1.18. **Construction and Demolition Debris:** Construction and Demolition Debris shall mean waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.
- 1.19. **Contamination:** Contamination shall mean the existence of any material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials.
- 1.20. **Contract Administrator:** Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.21. **Contractor:** Contractor shall mean JJ’s Waste and Recycling, LLC.
- 1.22. **Contractor’s Representative:** Contractor’s Representative shall mean an employee of the Contractor designated in charge of Contractor’s operations under the Agreement and who is authorized to make decisions and act on Contractor’s behalf.
- 1.23. **Curbside:** Curbside shall mean a location designated by the Contract Administrator for Collection of Solid Waste and Recyclable Materials from a Residential Service Unit. The location shall be within four (4) feet of the curb or traveled portion of any roadway and outside any fence.
- 1.24. **Customer:** Customer shall mean (i) the City; or (ii) the owner or tenant of a Residential Service Unit or Commercial Service Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.25. **Dead Animals:** Dead Animals shall mean animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.26. **Dispose or Disposal:** Dispose or Disposal shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or hazardous waste (whether containerized or non-containerized) into or on any land or water so that such Solid Waste or hazardous waste or any constituent thereof may enter the environment or be emitted into

the air or discharged into any waters, including groundwater. Contractor shall Dispose of materials at a Disposal Site.

- 127. **Disposal Site:** Disposal Site shall mean a Landfill or other Solid Waste management facility permitted under all applicable local, state, and federal laws and regulations for Disposal of Solid Waste. The Disposal Site shall be selected by Contractor.
- 128. **Dumpster:** Dumpster shall mean a metal receptacle with a tight-fitting lid and a minimum capacity of two (2) cubic yards, a maximum capacity of eight (8) cubic yards, and designed to be lifted and emptied mechanically.
- 129. **Dumpster Compactor:** Dumpster Compactor shall mean any Dumpster, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 130. **Effective Date:** Effective Date shall mean the date set forth in the first sentence of this Agreement.
- 131. **Eligible Disaster Debris:** Eligible Disaster Debris shall mean Solid Waste qualifying for and meeting the most current stipulated requirements for debris removal reimbursement as stipulated by Federal Emergency Management Agency.
- 132. **Garbage:** Garbage shall mean Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.
- 133. **Hazardous Waste:** Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 134. **Handicapped Residential Unit:** Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by Service Provider.
- 135. **Landfill:** Landfill shall mean a Solid Waste management unit where Solid Waste is placed in or on land and which is not a pile, a land treatment unit, a surface impoundment, an injection well, a salt dome formation, a salt bed formation, an underground mine, a cave, or a corrective action management unit.
- 136. **Missed Collection:** Missed Collection shall mean a Collection that was not provided as scheduled.
- 137. **May:** Something that is not mandatory but permissible.

- 138. **Medical Waste:** Medical Waste shall mean treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bulk human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in state law, as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5).
- 139. **Multi-family Property:** Multi-family Property shall mean a property (A) located within the City; (B) with more than four separate units for residential dwellings; and (C) designated by the City to receive Solid Waste collection via Dumpster or Roll-off.
- 140. **Party:** Party shall mean Contractor or City.
- 141. **Process or Processed or Processing:** Recovery of Recyclable Materials, treatment into Recovered Materials, and marketing of Recovered Materials to end markets. Recovery of Program Household Hazardous Waste and Electronics, treatment of Program Household Hazardous Waste and Electronics, and marketing of Recovered Materials to end markets.
- 142. **Processing Facility:** Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials and/or Program Household Hazardous Waste and Electronics. The Processing Facility shall be selected by the Contractor.
- 143. **Program Introduction Notice:** Program Introduction Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and distributed by the Contractor.
- 144. **Program Recyclable Materials:** Program Recyclable Materials shall include those Recyclable Materials listed in Orange County Think 5 Program for Recycling:

The definition for Program Recyclable Materials will be updated based on the Orange County Think 5 Program.
- 145. **Recovered Materials:** Recovered Materials shall mean Recyclable Materials.
- 146. **Recyclable Material:** Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or Disposing of such material.
- 147. **Recycling:** Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is,

composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

- 148. **Recycling Services:** Recycling Services shall mean the Collection and Processing of Program Recyclable Materials.
- 149. **Refuse:** Refuse shall mean Rubbish.
- 150. **Residential Service Unit:** Residential Service Unit shall mean a residential dwelling within the service area of the City occupied by a person or group of persons excluding separate units on Multi-Family Properties. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, not on a Multi-Family Property, shall be treated as a Residential Service Unit, except that each single-family dwelling within any such Residential Service Unit shall be billed separately as a Residential Service Unit.
- 151. **Roll-off:** Roll-off shall mean a metal receptacle with a minimum capacity of approximately ten (10), a maximum capacity of forty (40) cubic yards, intended for high-volume generation of Solid Waste, and designed to be transported to a Disposal Site by loading of receptacle onto rear of transporting vehicle.
- 152. **Roll-off Compactor:** Roll-off Compactor shall mean any Roll-off, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 153. **Rubbish:** Rubbish shall mean no putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible Rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, Yard Trimmings, leaves, or similar materials; noncombustible Rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 154. **Scheduled Collection Day:** Scheduled Collection Day shall mean the specific day or days of the week on which Collection shall be provided by Contractor to Customer.
- 155. **Services:** Services shall mean Solid Waste Services and Recycling Services.
- 156. **Set-out:** Set-out shall mean material(s) placed by a Customer for Collection by Contractor.
- 157. **Shall:** Something that is mandatory and not merely discretionary.
- 158. **Single Stream:** Single Stream shall mean commingled and not required to be subdivided by the Customer prior to collection.
- 159. **Solid Waste:** Solid Waste shall mean Garbage, Rubbish, Refuse, and other discarded

material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Florida Code;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; or Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by state or federal government, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*).

- 1.60. **Solid Waste Bag:** Solid Waste Bag shall mean a Non-dissolvable plastic sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store Solid Waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Solid Waste Bag and its contents shall not exceed fifty (50) pounds.
- 1.61. **Solid Waste Services:** Solid Waste Services shall mean the Collection and Disposal of Acceptable Solid Waste, including Yard Trimmings, and Bulky Waste.
- 1.62. **Special Waste:** Special Waste shall mean waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) Containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Florida law, rule or regulation as "Special Waste".
- 1.63. **Unacceptable Set-out:** Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Agreement.
- 1.64. **Unacceptable Set-out Notice:** Unacceptable Set-out Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and distributed by the Contractor.
- 1.65. **Unacceptable Waste:** Unacceptable Waste shall mean any Solid Waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing fifty pounds (50 lbs.) or greater from Customers other than the City Facility, solid or dissolved material in domestic

sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.

- 166. **White Goods:** White Goods shall mean refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.
- 167. **Yard Trimmings:** Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Yard Trimmings specifically excludes Eligible Disaster Debris.
- 168. **Yard Trimmings Bag:** Yard Trimmings Bag shall mean Kraft bag or other sack authorized by the Yard Trimmings Processing Facility, designed to store Yard Trimmings with sufficient wall strength to maintain physical integrity when lifted. Total weight of a Yard Trimmings Bag and its contents shall not exceed fifty (50) pounds.

2. GRANT OF EXCLUSIVE FRANCHISE:

Contractor is hereby granted for the term of this Agreement, as defined in Section 3 unless sooner terminated, the exclusive right and privilege and sole obligation within the corporate limits of the City to operate and conduct business for the following:

- a) Collection and Disposal of Acceptable Solid Waste for Residential Service Units;
- b) Collection and Processing of Program Recyclable Materials for Residential Service Units;
- c) Collection and Disposal of Solid Waste for Commercial Service Units except for roll-off services; and
- d) Collection and Disposal of Yard Waste.

Contractor is hereby granted for the term of this Agreement, as defined in Section 3 unless sooner terminated, a nonexclusive right and privilege within the corporate limits of the City to conduct business for the following:

- a) Collection and Processing of Program Household Hazardous Waste and Electronics for Residential Service Units;
- b) Collection and Processing of Program Recyclable Materials for Commercial Service Units;
- c) Collection and disposal of Special Waste; and
- d) Roll-off services.

3. TERM:

3.1 **Initial Term:** Unless sooner terminated in accordance with the Agreement, the initial term of this Agreement shall commence October 1st, 2019 at 12:00 AM, Eastern Time, ("Commencement Date") and shall continue in effect until September 30th, 2024 at 11:59 PM, Eastern Time.

3.2 **Optional Renewal Terms:** The parties may renew this Agreement for up to three (3) additional one (1) year optional renewal terms by mutual agreement in writing. The City must advise the Contractor at least nine (9) months from expiration of the initial term or a renewal term. If Contractor does not agree to the renewal within one (1) month of such notification, it will be assumed they do not agree. This provision in no way limits City’s right to terminate this Agreement at any time during the initial term or any optional renewal term thereof pursuant to the provisions in this Agreement.

4. **RESIDENTIAL SERVICE UNIT COLLECTION:**

4.1 **Acceptable Solid Waste Collection:** Contractor shall Collect from each Residential Service Unit, each scheduled collection day, all Acceptable Solid Waste, including Yard Trimmings, contained in Solid Waste Bags and Cans and all Yard Trimmings contained in Yard Trimmings Bags, Bundles, and Cans.

4.2 **Program Recyclable Materials Collection:** Contractor shall Collect from each Residential Service Unit, on the Scheduled Collection Day such Residential Unit receives Solid Waste Collection, all Program Recyclable Materials in, under, or adjacent to that Residential Service Unit’s Recycling Cart per Scheduled Collection Day.

4.3 **Bulky Waste Collection:** Contractor shall Collect from each Residential Service Unit, one day per week on a Scheduled Collection Day, the greater of one item or two (2) cubic yards of Bulky Waste per Scheduled Collection Day. Contractor shall Collect additional Bulky Waste per request of a Residential Service Unit Customer.

4.4 **Program Household Hazardous Waste and Electronics Collection:** Twice each contract year the Contractor, in coordination with the City, shall conduct a one-day Program Household Hazardous Waste and Electronics Collection event developed by Contractor and approved by Contract Administrator. Contractor will be responsible for obtaining all permits and regulatory approvals.

4.5 **Roll-off Collection:** Upon request of a Residential Service Unit Customer, Contractor may provide Roll-off Collection in accordance with Commercial Service Unit Collection described in Section 5.1(c).

4.6 **Provision of Service:** The residential services of the Contractor, and all labor, equipment and other matters required to provide said service, are agreed to be provided by Contractor for the monthly Base Fee identified in Exhibit “1.”

5. COMMERCIAL SERVICE UNIT COLLECTION:

5.1 Acceptable Solid Waste Collection:

- a) Commercial Cart Service Unit: Contractor shall Collect from each Commercial Cart Service Unit, one day per week on a Scheduled Collection Day, all Acceptable Solid Waste contained in one (1) or two (2) Solid Waste Cart(s) per Scheduled Collection Day.
- b) Commercial Service Units Dumpster Collection: For Commercial Service Units requesting Acceptable Solid Waste Collection via Dumpster(s), Contractor shall Collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste in Dumpsters per Scheduled Collection Day. Contractor and Customer shall mutually decide upon the number, size, and location of Dumpsters. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- c) Commercial Service Units Roll-off Collection: For Commercial Service Units requesting Acceptable Solid Waste Collection via Roll-off(s), Contractor may Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Acceptable Solid Waste in Roll-off. Contractor and Customer shall mutually decide on the number, size, and location of Roll-offs.

5.2. Program Recyclable Material Collection: Upon Request of a Multi-family Property Customer, Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in or adjacent to Recycling Carts or Recycling Commercial Containers. Contractor shall provide such services at a rate equal to or less than the rate for Solid Waste Collection at the same service level (i.e. receptacle size, Collection frequency). Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

5.3 Provision of Service: The commercial services of the Contractor, and all labor, equipment and other matters required to provide said service, are agreed to be provided by Contractor for the monthly Base Fee identified in Exhibit "1" attached hereto.

6. CITY SERVICES

The Contractor shall provide City Services at the sole cost of Contractor and shall not bill the City or other person for City Service unless explicitly authorized in this Section.

6.1 City Facilities Solid Waste Collection: For all City Facilities, Contractor shall Collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste in Commercial Containers per Scheduled Collection Day.

6.2 City Facilities Program Recyclable Material Collection: For all City Facilities, Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in, under, or adjacent to Recycling Carts or Recycling Commercial Containers per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll- offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

6.3 City Services: Upon request of Contract Administrator, Contractor shall provide the City up to four (4) 8 CY dumpsters for Collection of Acceptable Solid Waste and/or Program Recyclable Materials throughout the contract year. City shall solely decide the location of the dumpsters. Contractor will provide 48 collections and disposals at no cost to the City. Thereafter, the City shall pay the Collection Fee and Disposal Fee for any pulls at then-current rate schedule as reflected in Exhibit 1.

7. EXCEPTION TO RESIDENTIAL SERVICES SET-OUT RESTRICTIONS:

The Contractor shall Collect all Acceptable Solid Waste, including excess Solid Waste Bags, a maximum of 2 cubic yards from each Residential Service Unit for the following days:

- a) first Collection following a holiday as defined by Section 17.2;
- b) first Collection following a move-out or move-in; and
- c) Monday of last full week in December to Saturday of first full week in January.

8. COLLECTION LOCATIONS:

8.1 Residential Service Unit Collection: Contractor shall Collect Solid Waste, Program Recyclable Materials, and Yard Waste Curbside for Residential Service Units excluding Residential Service Units that qualify for Handicapped Residential service. For Residential Service Units that qualify for Handicapped Residential service, Contractor shall collect Solid Waste and Program Recyclable Materials at a location designated by the Contract Administrator and agreed upon by the Contractor. For Handicapped Residential service, Contractor’s employees shall not be required to enter any gated areas or garages for Collection of Solid Waste and Program Recyclable Materials. Contractor shall return all Cans and Carts to approximately original location.

8.2 Commercial Service Unit Collection: The Commercial Container shall be located on or at a location reasonably acceptable to Contractor and Customer and subject to approval by Contract Administrator. Contractor shall open the enclosure for the Commercial Container and unlock the Commercial Container prior to Collection. Upon completion of Collection, Contractor shall return all Commercial Containers to approximately original location, lock the Commercial Containers, and close the enclosure for such Commercial Containers.

9. DISPOSAL AND PROCESSING SERVICES:

9.1 Disposal of Contractor Collected Materials. Excluding Roll-off, Contractor agrees that the then-current rate schedule as reflected in Exhibit “1” includes the costs for Disposal of Acceptable Solid Waste and Bulky Waste Collected by Contractor. Disposal of material Collected via Roll-off shall be in accordance with the then current Disposal Fee as reflected in Exhibit “1.”

9.2 Processing of Contractor Collected Materials.

a) Program Recyclable Materials. Customers may set-out Single Stream Program Recyclable Materials for Collection. Contractor agrees that the then-current rate schedule as reflected in Exhibit “1” includes the costs for Processing of Program Recyclable Materials, including Single Stream Program Recyclable Materials, Collected by Contractor.

9.3 Disposal and Processing Capacity: Contractor shall have and maintain during the term hereof, adequate Disposal and Processing capacity for the City’s needs.

10. DISPOSAL AND PROCESSING LOCATIONS:

The Contractor shall deliver materials Collected to the following locations selected by Contractor and operated in compliance with Applicable Law including rules stipulated by the local, state, and federal laws and regulations including Florida Department of Environmental Quality and/or the U.S. Environmental Protection Agency:

- a) Solid Waste to a Disposal Site;
- b) Program Recyclable Materials Collected to a Processing Facility for Program Recyclable Materials; and
- c) Contractor shall maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting the Disposal Site and Processing Facility. Contractor shall weigh, record, and tabulate materials from the City and other generators separately. Contractor shall test the scales as required by Applicable Law.

11. PROCESSING REQUIREMENTS:

Contractor commits to utilizing the Orange County Materials Recovery Facility (MFR), and will comply with its Current and Future Think 5 Program

12. ADDITION AND DELETION OF PROGRAM RECYCLABLE MATERIALS

City reserves the right to add other Recyclable Materials to the program or delete Recyclable Materials from the program if the Parties agree it is economically and technically feasible. An increase or decrease in fees, if any, for addition or deletion of Recyclable Materials may be negotiated and implemented as a change in rate schedule

by an amendment to this Agreement executed by the Parties.

13. COMMINGLING OF MATERIALS PROHIBITED:

Except, when approved in writing by the Contract Administrator, Contractor shall not commingle the following materials:

- a) Program Recyclable Materials from Residential Service Units Collected under this Agreement with yard waste materials;
- b) Program Recyclable Materials with other materials; or
- c) Program Household Hazardous Waste and Electronics from Residential Service Units Collected under this Agreement with recyclable materials.

14. DISPOSAL OF PROGRAM RECYCLABLE MATERIALS:

Contractor shall not dispose of any Program Recyclable Materials to markets that Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Materials except when approved in writing by the Contract Administrator. Disposal of such materials or marketing of such materials to markets that Contractor knows or reasonably should have anticipated will Dispose of such materials, except when approved in writing by the Contract Administrator, is a breach of this Agreement and may result in termination by City of this Agreement with Contractor. Failure of Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by City of this Agreement.

15. INSPECTION OF SET-OUTS AND UNACCEPTABLE SET-OUTS:

15.1 Contractor’s Right to Inspect Set-Outs: Contractor may inspect each Set-out prior to Collection for compliance with the requirements of this Agreement.

15.2 Unacceptable Set-outs: Prior to Collection of the Set-out, Contractor may designate a Set-out as an Unacceptable Set-out for the following reasons:

- a) Set-out of Program Recyclable Materials contains more than ten percent (10%) of non-Recyclable Materials by weight; or
- b) A Set-out contains Unacceptable Waste that cannot be easily separated, such as by manual efforts.

Contractor may not designate a Set-out as an Unacceptable Set-out for any reason other than those identified in this section.

If Contractor designates a Set-out or a portion of a Set-out as an Unacceptable Set-out for any of the reasons set forth in this section, Contractor shall:

- a) Collect the portion of the Set-out that is properly Set-out; and
- b) Immediately provide an Unacceptable Set-out Notice to the Customer stating the reason the Set-out or portion of the Set-out was designated as an Unaccepted Set-out.

For all Unacceptable Set-outs, Contractor shall provide a written report of the Unacceptable Set-outs including the address, reason Set-out was an Unacceptable Set-out, and other information as requested by Contract Administrator to the Contract Administrator by 10:00 AM, Eastern Time the next Business Day. If Contractor fails to provide a written report in accordance with this section, Contractor shall be subject to administrative charges as set forth in this Agreement.

16. RESIDENTIAL SERVICE UNITS COLLECTION ROUTES:

Contractor shall submit Residential Service Units Collection routes to the Contract Administrator for approval a minimum of sixty (60) calendar days prior to the Commencement Date. Contractor shall not amend, change, or alter the day without Contract Administrator’s approval.

17. HOURS OF OPERATION AND HOLIDAYS:

17.1 Hours of Operation: Contractor shall provide Collection to Residential Service Units from Monday through Friday. Collection from Residential Service Units and all other Customers adjacent to Residential Service Units shall begin no earlier than 7:00 AM, Eastern Time and shall not extend beyond 7:00 PM, Eastern Time unless approved by the Contract Administrator. Collection from Commercial Service Units not adjacent to Residential Service Units shall be collected at such hours as may be determined by Contractor. No Collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor and City. Contract Administrator reserves the right to restrict the hours of operation based on customer complaints.

18. DAMAGE TO PROPERTY:

Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Contractor shall repair or replace any private or public property which is damaged by Contractor. Contractor shall notify the property owner within forty- eight (48) hours of the the intent to review the damage and how the damage will be resolved.

Within fifteen (15) Business Days of the Effective Date, Contractor shall submit for approval to the Contract Administrator a procedure for management of property damage consistent with the requirements set forth in this Agreement.

19. COMPLAINTS AND OFFICE:

19.1 Complaints: Customer complaints shall be directed to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and

hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations cannot be disproved, Contractor shall arrange for Collection on the next Business Day after receipt of such complaint.

19.2 Local Office: Contractor shall maintain an office within forty (40) street miles of City Hall. Contractor shall ensure the local office may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 AM, Eastern Time and the later of 5:00 PM, Eastern Time or completion of Collection from Residential Service Units, Monday through Friday. For after office hours, the local office must have a voicemail system. Voicemails from Customers shall be returned on the next Business Day.

20. EQUIPMENT AND LABOR:

Contractor, at its sole cost and expense, agrees to furnish, all equipment, excluding equipment explicitly stated in this Agreement to be provided by City. Equipment shall include, but is not limited to, trucks, machines, and labor which are reasonably necessary to adequately, efficiently, and properly provide the services in accordance with this Agreement.

Excluding Roll-off Collection, Contractor shall provide Collection using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any materials. For Roll-off Collection, Contractor shall provide Collection using vehicles equipped with a cover which may be netted with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of materials. Contractor shall maintain such cover in good order and use such cover when going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Contractor shall not overload Collection vehicles as to scatter material.

Contractor shall maintain all vehicles and Collection equipment in a first class, safe, and efficient working condition throughout the term of this Agreement. Contractor shall maintain, including sanitizing and painting, all vehicles and Collection equipment as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. No third-party advertising shall be permitted on Contractor's vehicles or Collection equipment.

All Collection vehicles used in performance of the obligations herein created shall be less than ten (10) years old and clearly marked with the Contractor's name, telephone number, and unit number legible from 150 feet. Contractor shall maintain Collection vehicles in a neat and sanitary condition and are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Contractor agrees to collect all municipal solid waste using refuse bags, receptacles, containers, equipment and vehicles of safe design, solid construction, sanitary condition, good repair, and good and clean appearance. Contractor further agrees to use collection vehicles which are water

tight with a tight cover to prevent offensive odors from escaping and garbage from being scattered. Collection vehicles shall be of 30 cubic yard size or smaller, so as to minimize damage to City streets.

City may inspect Contractor’s equipment at any time to insure compliance with this Agreement. Upon notification from the City, Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for their intended purpose.

21. SPILLAGE AND LEAKAGE, LITTER, AND ODOR

21.1 Spillage and Leakage: Contractor shall clean up any materials including leakage of fluids spilled from Contractor’s vehicles, or by Contractor’s employees or subcontractors while performing services pursuant to this Agreement. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor, Contractor’s vehicles or Contractor’s employees or subcontractors. Contractor shall perform all clean-ups within two (2) hours of the earliest of either: the (i) notification of spillage or leakage; or (ii) knowledge of spillage or leakage by Contractor or Contractor’s employees or subcontractors.

21.2 Litter: Contractor shall be required to pick up any and all litter caused by the provision of services in connection with this Agreement.

21.3 Odor: Contractor shall maintain equipment used for purposes of this Agreement in a manner that eliminates odors. Contractor shall routinely clean equipment used for purposes of this Agreement by Contractor in a manner that eliminates odors.

22. RECORDS AND REPORTS:

Contractor agrees to maintain at the local office, see Section 19.2, adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the City. At a minimum, Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are agreeable to the Contract Administrator

Contractor shall provide the City with a quarterly report within fourteen (14) calendar days following the end of the quarter and an annual report within thirty (30) calendar days following the end of the agreement year summarizing the above information and identifying the number of Residential Service Units serviced in the previous time period.

23. INSPECTION RIGHTS:

23.1 City’s Right to Inspect Records, Books, Data and Documents: City shall have access, within one Business Day of advanced written notification to Contractor, to all books, records, data and documents of Contractor that are relevant or related to this contract for inspection, and audit, at City’s own expense.

23.2 City’s Rights to Inspect Facilities and Equipment and Audit Performance: City shall have access, within one business day of advanced written notification to Contractor, to inspect Contractor’s facilities and equipment as City deems reasonably necessary to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof. Additionally, City may perform field audits, including but not limited to route audits, without prior notice to Contractor, to assure that services required to be provided by Contractor under this Agreement are conducted in compliance with the terms of this Agreement, if applicable. City shall conduct the inspection of facilities and equipment and field audits, including route audits, during regular hours of operation. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment and field audits by City.

24. RECYCLABLE MATERIALS REVENUES, BILLING FEE, AND FRANCHISE FEE:

24.1 Recyclable Materials Revenues: Contractor shall retain all revenues from the sale of Recyclable Materials.

24.2 Franchise Fee: After passage of an ordinance by the City of Belle Isle, the City shall receive a five percent (5%) franchise fee (the "Franchise Fee") for all Residential Services and fifteen percent (15%) on Commercial Services and Roll-off Services. Contractor shall pay the City the Franchise Fee based on gross billings for services provided via the Agreement within the City within thirty (30) calendar days after the last day of the month Contractor provided such services.

25. BILLING:

25.1 A minimum of thirty (30) calendar days prior to the Commencement Date, Contract Administrator will provide Contractor with a then-current Customer List for Residential Service Units identifying each by address. City shall update the list each month from the Commencement Date until expiration or termination of the Agreement. Within five (5) Business Day(s) of receipt of a Customer List, Contractor will report in writing to the Contract Administrator the address of a Residential Service Unit where materials are placed at the curbside and that is not on the then current Customer List. Contract Administrator will thereafter update the Customer List as applicable. Regardless of the Customer List, Contractor shall provide services to all Residential Service Units in accordance with this Agreement.

25.2 City shall provide billing and bill Base Services for Residential Service Units during the term of this Agreement. Contractor shall provide billing and bill services for all services to Commercial Service Units and services other than Base Services to Residential Service Units, such as additional Bulky Waste services and Roll-off Services.

25.3 Contractor shall bill City and Customers in accordance with Agreement and the then-current rate schedule as reflected in Exhibit “1.” Contractor shall not bill City or Customers for any fees other than those specifically authorized in this Agreement.

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

damages which are difficult to determine and adequately specify.

The Contract Administrator shall notify Contractor in writing or electronically of each act or omission under the terms of this Agreement reported to or discovered by City or its designee.

Contractor and Contract Administrator will meet to discuss and agree on any administrative charges that may be applied by the City to the Contractor. For the purposes of this Agreement, Contractor shall not be deemed to be liable for such charges where its inability to perform Collection service is the result of an event of Force Majeure as set forth in this Agreement.,

Contractor’s obligations to make payments for such charges under this section occurring prior to the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

31. TERMINATION:

City may terminate this Agreement without liability to Contractor, except for conforming services provided to the date of termination which are due and unpaid, and pursue all of its legal, contractual and equitable remedies for default upon Contractor based upon the following:

- a) The filing of a voluntary petition for bankruptcy by or on behalf of the Contractor, or the filing of an involuntary petition for bankruptcy relief against the Contractor, which is not dismissed or otherwise Disposed of to the City’s satisfaction within thirty (30) days thereafter;
- b) The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty days (60) thereafter;
- c) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding;
- d) Committing an act of default of a provision of this Agreement and failing to correct such default to the satisfaction of the City, acting reasonably within 30 days’ notice of such default from the City;
- e) Failing to timely and fully pay any or all impositions pursuant to this Agreement and failing to remedy the such within 30 days’ notice of such failure to fully pay;
- f) Where there have been previous failures to perform in accordance with this Agreement that were cured after notice, but such breaches continue to occur on a frequency unacceptable to the City, on 30 days written notice regardless of cure; and/or
- g) As otherwise provided by this Agreement.

This Agreement shall further terminate upon any one of the following:

- a) The written agreement of the Parties;
- or b) The expiration of this Agreement.

32. DISPUTE RESOLUTION:

Any disputes, differences, claims, or counterclaims between City and Contractor arising out of or in connection with this Agreement which cannot be amicably resolved by the Parties through good faith negotiations shall first be submitted to nonbinding mediation for resolution. As a condition precedent to the filing of any suit or other legal proceeding, the Parties shall endeavor to resolve all claims, disputes, or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The Parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the Parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation; provided however, a lawsuit may be filed prior to the satisfaction of the mediation requirement in order to preserve a claim that will elapse due to an immediate forthcoming expiration of an applicable statute of limitation. In the event a lawsuit is filed prior to completion of the mediation requirement, the lawsuit shall be abated upon motion of either party until such time as the mediation requirement has been satisfied. The Parties shall share the mediator’s fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the Parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In the event these efforts are unsuccessful, the matter may be submitted to the Circuit Court in and for Orange County, Florida for trial and determination by the court sitting without jury. Said Parties hereby consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of any such court in any matter so to be submitted to it, and they expressly waive the right to a jury trial.

33. FORCE MAJEURE:

Except for any payment obligation by either Party, if the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of an event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for City or Contractor to correct the adverse effect of such event of Force Majeure.

An event of Force Majeure shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

- a) Acts of God, including but not limited to, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence, in whole or in part, of Contractor, its agents, or assigns), landslides, earthquakes, epidemics, quarantine, and pestilence; and
- b) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Section, time is of the essence. Notice of using this section will also require an estimate of the amount of time needed.

34. PERFORMANCE BOND:

Upon Contractor’s execution of this Agreement, Contractor shall make, execute, and deliver to City a good and sufficient performance bond in a form approved by the Contract Administrator, to secure the full, complete and faithful performance of the terms and conditions herein. For the first Agreement Year (“Initial Agreement Year”), Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond in an amount equal to the Contractor’s estimated amount of gross billings to the City pursuant to this Agreement for the year of commencement being October 1, 2019 to September 30, 2020. For each Agreement Year after the Initial Agreement Year, Contractor shall make, execute, and deliver to the City a good and sufficient Performance Bond in an amount equal to or greater than the amount of Contractor’s gross billings to the City, pursuant to this Agreement, from the prior Agreement Year. Contractor shall renew the Performance Bond in accordance with this Agreement each year throughout the term of the Agreement and any renewal periods. Contractor shall ensure the Performance Bond is signed by the president or authorized officer of Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal. The surety shall be a surety company duly authorized to do business in the State of Florida; have an “A” or better rating by either A. M. Best Company or Standard & Poor’s; be included on the list of surety companies approved by the Treasurer of the United States of America; and be acceptable to City.

35. INSURANCE:

35.1 No Insurance Provided by City: Contractor shall be solely responsible for any and all insurance coverage required under the terms of this Agreement and for any additional insurance that Contractor deems necessary. City does not, shall not, and shall not be required to carry insurance policies providing coverage for or on behalf of Contractor.

35.2 Contractor Insurance Requirements: Contractor shall procure and maintain, during the term of this Agreement and any extensions thereof, at its sole cost, the insurance coverage listed below. If Applicable Law requires a higher insurance limit, Contractor shall procure and maintain the policy limit as specified by the Applicable Law.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
<u>Commercial General Liability</u>	
BI & PD Each Occurrence	\$1,000,000
BI & PD General Aggregate	\$3,000,000
<u>Medical Expenses</u>	\$5,000
<u>Workers' Compensation</u>	Per Statutory Provisions \$100,000/accident
<u>Commercial Auto Liability</u>	
Bodily Injury Each Person	\$1,000,000
Bodily Injury Each Accident	\$3,000,000
Property Damage Each Occurrence	\$1,000,000
Combined Single Limit	\$5,000,000
<u>Umbrella Liability (Excess)</u>	
Over GL, Auto & Employers Liability	\$3,000,000

City must be an additional insured on liability policies, except workers' compensation. Such coverages must be PRIMARY and not merely contributory with reference to the City's own insurance coverages. Necessary endorsements must be obtained and provided to the City upon execution of the contract.

Waiver of subrogation against the County required on all insurance, including workers' compensation

30 day termination notice to additional insureds endorsement required.

Proof of insurance must be submitted within 10 business days of execution of the Agreement, and before any work begins.

Subcontractors either must carry workers' compensation insurance or be covered by the contractor's workers' compensation insurance.

Coverages must be provided by insurers authorized to provide that type of insurance in Florida, and who are acceptable to the City.

35.3 General Requirements. Contractor's and its subcontractors' insurers must be authorized to transact business in the State of Florida.

Contractor shall furnish City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing all required insurance before commencement of the work.

All policies required herein, unless specific approval is given by City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City. Additionally, all policies other than Workers' Compensation policies shall name the City as an additional insured.

Contractor shall ensure that the insurance coverage required under this Agreement is obtained and maintained by Contractor or its subcontractors for its subcontractors to cover their work hereunder. Contractor shall be held responsible for any modification, deviation, or omissions in these insurance

requirements as they apply to all subcontractors. Each insurance policy required by this Agreement shall meet each of the following requirements:

- a) Each policy shall apply separately to each insured against whom a claim is made and suit is brought, except with respect to the limits of the insurer's liability;
- b) Each policy except Workers' Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be

suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after twenty (20) calendar days' prior written notice by certified mail, return receipt requested, has been given to City. Workers' Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after at least ten (10) calendar days' prior written notice by certified mail, return receipt requested, has been given to City;

- c) City shall retain the right at any time to review coverage, form and amount of insurance;
- d) The procuring of each required policy or policies of insurance shall not be construed to limit Contractor's liability to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damages, injury or loss caused by the action or inaction of Contractor or its subcontractors in connection with this Agreement;
- e) Contractor shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not City is an insured under the policy;
- f) Claims made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of no fewer than two (2) years. If provided an option, Contractor agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year;
- g) Certificates of Insurance evidencing claims made or occurrence form coverage and conditions to this Agreement, as well as City's Agreement and description of work, are to be received and approved by City upon execution of this Agreement by Contractor and thirty (30) calendar days in advance of expiration of the insurance when applicable. All insurance certificates shall be received and approved by City before Contractor will be allowed to commence or continue work; and
- h) Notice of Accident (occurrence) and notice of claim shall be given to the insurance company and the Contract Administrator as soon as practicable after notice to the insured of any incident (occurrence) or claim.

The obligations of Contractor pursuant to this Section shall survive expiration or termination of this Agreement.

Failure to comply with any term of this Section is a breach of this Agreement and may result in termination by City of this Agreement at City's option.

36. INDEMNITY:

Contractor shall indemnify and hold the City and its officials, officers, employees, and agents harmless from all claims, losses, expenses, and damages, including, but not limited to, attorneys' fees and litigation costs at trial and appellate levels, for personal injury, sickness, disease, death, and real property damage, and personal property damages that may arise or arise solely from errors, omissions, negligent acts, recklessness, wrongful acts, or gross negligence of the Contractor or its employees, subcontractors, or agents during the performance of services under this Agreement. For purposes of compliance with Florida law, Contractor acknowledges that this provision shall be deemed a part of the specifications and the procurement documents for the work and services. The maximum monetary limit of indemnification under this section and other indemnifications contained in this Agreement is five million dollars (\$5,000,000) per occurrence, which the Parties agree bears a commercially reasonable relationship to the Agreement and the scope of work and services under this Agreement. This indemnification obligation remains separate and apart from the Contractor's obligation to obtain and maintain specified insurance coverages throughout the term of this Agreement. This paragraph survives expiration and termination of this Agreement, and nothing in this paragraph or this Agreement shall be considered or construed as a waiver of the City's sovereign immunity protections, including without limitation, those set forth in Section 768.28, Florida Statutes.

37. OWNERSHIP AND RISK OF LOSS:

Title and risk of loss to Solid Waste, Program Recyclable Materials, Yard Waste, and Program Household Hazardous Waste and Electronics shall pass to Contractor when placed in Contractor's Collection vehicle.

38. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

39. ATTORNEY'S FEES, VENUE, AND CHOICE OF LAWS:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Regardless of anything herein to the contrary, the sole and exclusive venue for any litigation arising out of or concerning this Agreement shall

be in Orange County, Florida. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO A TRIAL BY JURY. In the event any litigation or lawsuit is filed regarding this Agreement, the Parties agree that they shall be responsible for their own attorneys' fees regarding same except as otherwise set forth in this Agreement (i.e., indemnification, public records lawsuit).

40. MOST FAVORED NATIONS:

If during the term of this Agreement, Contractor enters into or amends a contract with another municipal customer in Orange County, Florida providing each of the following: (i) an initial term at least as long as the initial term of this Agreement, (ii) uninterrupted service, (iii) Collection and Disposal of a volume of Solid Waste at least equal to the volume of solid waste under this Agreement, for lower than rates per this Agreement, then the City and the Contractor shall meet to negotiate any applicable rates of such municipal customer per request of the City.

41. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) calendar days' notice to the other party in the manner set forth herein.

If to the City, at:

City of Belle Isle
City Manager
1600 Nela Ave
Belle Isle, Florida 32809

If to the Contractor at: JJ's Waste and Recycling
ATTN: Darrell Corbett
3905 El Rey Rd.
Orlando, FL 32808

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

42. DISCRIMINATION PROHIBITED:

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, gender, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, gender, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

43. NO CONTINGENT FEES:

Contractor warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

44. CONFLICT OF INTEREST:

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or governmental unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with City. Contractor agrees that it will neither take any action nor engage in any conduct that would cause any City employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. In the event that Contractor causes or in any way promotes or encourages a City officer, employee, or agent to violate Chapter 112, Florida Statutes, City shall have the right to terminate this Agreement.

45. SUBCONTRACTORS:

In the event that Contractor, during the course of the services under this Agreement, requires the services of any subcontractors or other professional associates in connection with the services covered by this Agreement, Contractor must first secure the prior written approval of City. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, Contractor shall remain fully responsible for the services of subcontractors or other professional associates. Notwithstanding the preceding, City reserves the right to accept the Contractor's use and selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to properly perform under this Agreement. Should a subcontractor fail to perform as required by this Agreement and it becomes necessary to replace the subcontractor, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

46. ALL PRIOR AGREEMENTS SUPERSEDED:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document or the RFP relating thereto. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

47. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS:

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

48. INDEPENDENT CONTRACTOR:

It is agreed that nothing herein is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the Parties or as constituting Contractor (including its officers, employees, and agents) as an agent, representative, or employee of City for any purpose, or in any manner, whatsoever. Contractor is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

49. EMPLOYEE STATUS:

Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to City's officers and employees either by operation of law or by City.

50. PUBLIC RECORDS LAW:

Contractor acknowledges and agrees that the City is a public entity that is subject to Florida’s Public Records Act (Chapter 119, Florida Statutes) and as such, records in Contractor or City’s control and possession generated or received concerning the services performed under this Agreement are subject to public inspection pursuant to Chapter 119, Florida Statutes, unless there is an applicable exemption or confidential provision under state law. Records, documents, computerized information and programs, e-mails, electronic files, memos, drawing, audio or video tapes, photographs, or other records of Contractor regardless of form are subject to Chapter 119, Florida Statutes, and applicable retention schedules, and may not be destroyed without the specific written approval of the City’s Clerk. While in the possession and control of Contractor, at Contractor’s expense, all public records shall be secured, maintained, preserved, and retained in the manner specified and pursuant to the Florida Public Records Act and Contractor must comply with all “Contractor” provisions of Section 119.0701(2), Florida Statutes, and further Contractor shall allow inspection of such records in accordance with the Public Records Act. Contractor hereby indemnifies and holds harmless the City concerning any claims, damages, suits, judgments, losses, expenses, and penalties arising out of or concerning Contractor’s violation of the Public Records Act or this provision, including for attorneys’ fees and costs at all trial and appellate levels. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Yolanda Quiceno, City Clerk, 1600 Nela Avenue, Belle Isle, Florida 32809; Telephone (407) 851-7730; e-mail yquiceno@belleislefl.gov.** This Section shall survive expiration and termination of this Agreement.

51. SOVEREIGN IMMUNITY:

Nothing contained in this Agreement or any record or communication arising out of or relating to this Agreement shall be considered or deemed a waiver of the City’s sovereign immunity protections or any other defenses or immunities afforded under law to the City and its officials, employees, and agents, including those set forth in Section 768.28, Florida Statutes.

52. RIGHTS AT LAW RETAINED AND NON-WAIVER:

The rights and remedies of the City provided for in this Agreement are in addition and supplemental to any other rights and remedies provided by law. Additionally, any failure by the City to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the City may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

53. ARREARS:

The Contractor shall not pledge the City’s credit or make it a guarantor of payment

or surety for any contract, debt, obligation, judgment, lien, or any of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

54. EXPRESS WAIVER OF CONSEQUENTIAL DAMAGES:

Accept as provided for in any other provisions of this Agreement, in no event shall either party be liable for any indirect, incidental, special or consequential or delay damages, including loss of profits, loss of revenue, or loss of use, or cost of coverage incurred by Contractor or any third parties arising out of this Agreement and/or concerning the performance of services under this Agreement.

55. NO LIENS.

Contractor acknowledges and agrees that the City is a Florida municipality, and as such, the City's public property and various work site(s) involved are not subject to construction or mechanic's liens pursuant to Chapter 713, Florida Statutes, and any other liens. Contractor and its subcontractors shall not file or record claims of lien or any other liens against any project or property owned by the City. Contractor hereby agrees to indemnify, defend, and hold the City harmless from all liens filed by the Contractor and its subcontractors and all others claiming through Contractor against any project, work, or property owned by the City, including for the City's attorneys' fees and costs.

56. PUBLIC ENTITTY CRIME:

Any Person or affiliate, as defined in 287.133, Florida Statutes, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the CITY obtained in violation of this Section shall be subject to termination for cause. A contractor or subcontractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a contractor or subcontractor acceptable to the City.

57. HEADINGS:

The headings of the Sections or Subsections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

58. NON-APPROPRIATION/NO PLEDGE:

Regardless of anything to the contrary contained in this Agreement, the City's payment and performance of obligations under this Agreement for each and every fiscal year of the City beyond the fiscal year when this Agreement is executed shall be subject to discretionary annual appropriation by the City's City Council of funds therefore. When sufficient funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were made or at such other time as the City may determine, without further cost, penalty, or obligation to the City; provided however, Contractor will be paid for services rendered prior to termination of this Agreement. In no event shall any obligation under this Agreement result in, be or constitute: (i) a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida, the City's charter and ordinances or any other applicable laws, (ii) a pledge of ad valorem taxes or taxing power, non-ad valorem revenue or any other revenue source of the City, or (iii) a lien on any real or personal property of the City.

59. FALSE CLAIMS:

If Contractor is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Contractor, Contractor shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Contractor's claim. The City and Contractor acknowledge that the "Florida False Claims Act" provides for civil penalties of not more than \$10,000 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Contractor agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

60. ELIGIBLE DISASTER DEBRIS:

Contractor and City understand and agree that also, in the event of a hurricane, tornado, major storm, natural disaster, Contractor shall have no obligation under this Agreement to Collect any Eligible Disaster Debris resulting therefrom, except as set forth in Agreement.

61. ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties hereto without the prior written consent of the other party and in such cases only by a document of

equal dignity herewith.

EFFECTIVE AS OF THIS 30th DAY OF September, 2019.

City of Belle Isle, a Florida municipal corporation

Nicholas Fouraker
Nicholas Fouraker, Mayor

Date: 9-30-19

Attest: Yolanda Quiceno
Yolanda Quiceno, City Clerk

CONTRACTOR
JJ's Waste and Recycling, LLC

[Signature]

By: DARREN CORBETT

Title: VICE PRESIDENT - NORTH AMERICA

Date: 09/30/2019

**FIRST AMENDMENT TO
SOLID WASTE AND RECYCLING SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO SOLID WASTE AND RECYCLING SERVICES AGREEMENT (hereinafter “First Amendment”) is made and entered into effective as of the 1st day of October, 2025, by and a Florida municipal corporation whose address is 1600 Nela Avenue, Belle Isle, Florida 32809 ("City"), and JJ's Waste and Recycling, LLC ("Contractor"), a limited liability corporation, whose address is 3905 El Rey Road, Orlando, Florida 32808. Sometimes, herein, the City and Contractor shall be collectively referred to as the "Parties."

WHEREAS, City and Contractor, entered into that certain Solid Waste and Recycle Services Agreement dated September 30, 2019 (hereinafter collectively the “Agreement”); and

WHEREAS, the City and Contractor desire to extend the term of the Agreement and to make amendments to the Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Defined Terms. Any defined term used in this First Amendment that is not specifically defined herein shall have the meaning given to such term in the Agreement.

3. Definitions. Section 1 of the Agreement is hereby amended to add the definition of “Annexation” as set forth below, with all subsequent definitions renumbered accordingly:

1.4 **Annexation**: the legal process of adding land to the jurisdictional limits of the city.

4. Grant of Exclusive Franchise. Section 2 of the Agreement is hereby amended to add the following new sentence to the end of the Section:

In the event of annexation, the City reserves the right to and may allow non-franchise pickup of trash, waste, and recyclables for newly annexed property in an exclusive agreement.

5. Amended Term. Paragraph 3 of the Agreement is hereby amended to be replaced with the following language:

3. TERM. The Initial Term of Agreement as previously extended expires on September 30, 2025. Unless sooner terminated in accordance with the Agreement, the Second Term of this Agreement shall commence October 1, 2025 and shall continue in effect until September 30, 2030 at 11:59 PM, Eastern Time. The parties may renew this Agreement for up to three (3) additional one (1) year optional Renewal Terms beyond the Second Term by mutual agreement in writing at the end of the Second Term. The City must advise the Contractor at least nine (9) months prior to expiration of the Second Term or a Renewal Term. If Contractor does not agree to renewal within one (1) month of notification, Contractor will be deemed to have rejected the renewal. This provision in no way limits City’s right to terminate this Agreement at any time during the Second Term or any optional Renewal Term pursuant to the provisions of the Agreement as hereby amended.

A financial hold shall be placed on the increase in rates for all Residential Service Units for a period of three (3) years. There shall be a single increase annually in the final two (2) years of the Second Term for Residential Service Units. Such annual increase will be calculated by the increase of CPI as noted by the Bureau of Statistics or five percent (5%), whichever is greater.

There shall be a single increase annually each year of the Second Term for Commercial Service Units. Such increase will be calculated by the increase of CPI as noted by the Bureau of Statistics or five percent (5%), whichever is greater, plus any disposal increases via landfills.

6. Modification to Rates. The intro paragraph of Paragraph 26 of the Agreement is hereby amended as follows:

The Contractor may submit a written request for modification to fees on or before July 1st, 2019~~25~~ 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 for that year. This will follow the term contract language and Exhibit 2 of the Agreement.

The remainder of Section 26 of the Agreement is otherwise unaltered and remains in effect.

7. Performance Bond. The Performance Bond required by Paragraph 36 of the Agreement shall be extended or a new one provided by the Contractor to the City covering the period of time during the Second Term of this Agreement.

8. Eligible Disaster Debris. Paragraph 60 of the Agreement is hereby amended to be replaced to read:

60. ELIGIBLE DISASTER DEBRIS. If and when requested by the City, Contractor hereby agrees to collect any Eligible Disaster Debris in the event of a hurricane, tornado, major storm, or

other natural disaster. City will pay an additional cost for such removal of Eligible Disaster Debris, such cost to be negotiated prior to the precipitating natural disaster, if possible, or else prior to Contractor's collection of Eligible Disaster Debris. Contractor must abide by the proper process for documenting Eligible Disaster Debris removal, load tickets and invoicing in compliance with FEMA requirements. Removal and disposal of Eligible Disaster Debris by the Contractor without City prior approval is not compensable under this Agreement.

9. No Further Changes. The foregoing terms and conditions and this First Amendment are hereby incorporated into the Agreement. Except as set forth in this First Amendment, the Agreement as modified by the First Amendment shall have full force and effect. In the event of any conflict or ambiguity between the Agreement and this First Amendment, this First Amendment controls. This First Amendment may be executed in one or more counterparts. Signed counterparts delivered by facsimile or electronic mail shall constitute originals and shall be binding.

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the date set forth above.

City of Belle Isle, a Florida
municipal corporation

By: _____

Rick Rudometkin, City Manager

Dated: _____

JJ's Waste and Recycling, LLC

By: _____

Print Name

Its: _____

Dated: _____

**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

a.

Meeting Date: February 18th, 2025

To: Honorable Mayor and City Council

From: Rick J. Rudometkin, City Manager

Subject: Fisher Planning and Development Services, Inc., new interim City Planner contract

Background:

Our city planner has resigned to take another position with the City of Orlando. We will transition her workload and prepare for an interim city planner while we look into hiring another person for that position. We have some ideas on that position that will be brought to the council in a future meeting.

This new contract with Fisher Planning and Development Services, Inc., addresses the temporary need for an interim city planner while we look into hiring options for that position. It will be for 3 months to start with options for another 3 months after as needed.

Staff Recommendation:

Approve the contract with Fisher Planning and Development Services, Inc., for the interim city planner position.

Suggested Motion:

I move to approve the contract with Fisher Planning and Development Services, Inc., for the interim city planner position as outlined in the new contract and amendment A.

Fiscal Impact:

Temporary monthly fee of \$5950.

Attachments:

New contract and Attachment A

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement"), is made and entered into this _____ day of _____, 2025 by and between the **CITY OF BELLE ISLE**, a municipal corporation of the State of Florida, whose address is 1600 Nela Avenue, Belle Isle, FL 32809 (hereinafter referred to as the "City") and **Fisher Planning and Development Services, Inc.** (herein "Firm").

1.0 SERVICES OF FIRM

1.1 Scope of Services.

During the term of this Agreement, April Fisher with the Firm will serve as the City's Interim City Planner and provide general planning services to the City. The scope of services to be provided by the Firm will include those matters set forth in **Attachment A** attached hereto and incorporated herein by this reference and other matters that are typical for the City's City Planner.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of CITY and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.3 Licenses, Permits, Fees and Assessments.

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Firm shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Firm's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against CITY hereunder.

1.4 Care of Work.

The Firm shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by CITY, except such losses or damages as may be caused by CITY's own negligence.

1.5 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

2.0 COMPENSATION

For the services rendered pursuant to this Agreement, the Firm shall be compensated by the City a fixed fee of **\$5,950.00** per month. The Firm will invoice the City no more than once per month. The City will make payments of invoices timely in accordance with Florida’s Local Government Prompt Payment Act.

3.0 TERM

The initial term of this Agreement shall commence on the date when the last of the parties execute this Agreement and end three (3) months thereafter. The City Manager shall have the right to extend the term of this Agreement for up to an additional three (3) months.

4.0 INDEPENDENT CONTRACTOR.

The Firm is an independent contractor. Neither CITY nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. CITY shall have no voice in the selection, discharge, supervision or control of Firm’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Firm shall perform all services required herein as an independent Firm of CITY and shall remain at all times as to CITY a wholly independent Firm with only such obligations as are consistent with that role. CITY shall not in any way or for any purpose become or be deemed to be a partner of Firm in its business or otherwise or a joint venturer or a member of any joint enterprise with Firm.

5.0 PUBLIC RECORDS.

Firm acknowledges and agrees that the City is a public entity that is subject to Florida’s public records laws and as such, records in Firm’s possession relating to Project(s) and work performed for the City are subject to inspection and copy pursuant to Chapter 119, Florida Statutes, unless otherwise exempt, deemed confidential, or excepted by applicable law. Firm shall comply with Chapter 119, Florida Statutes, and specifically with the “Contractor” requirements of Section 119.0701(2)(b), Florida Statutes concerning public records, which statutory requirements are hereby incorporated herein by this reference. **IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF BELLE ISLE, ATTN: CITY CLERK, TELEPHONE: 407-851-7730, EMAIL: yquiceno@belleislefl.gov; 1600 Nela Avenue, BELLE ISLE, FLORIDA 32809.**

6.0 RECORDS AND REPORTS

6.1 Reports.

Firm shall periodically prepare and submit to the City Manager such reports and status

updates concerning the performance of the services required by this Agreement as the City Manager shall require.

6.2 Release of Documents.

The reports, records, documents and other materials prepared by Firm in the performance of services under this Agreement shall not be released publicly without the prior written approval of the City Manager.

7.0 ENFORCEMENT OF AGREEMENT

7.1 Florida Law.

The parties acknowledge that this Agreement is governed by the laws of the State of Florida and is binding upon the parties’ successors and assigns.

7.2 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party’s right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit CITY’s or the Firm’s right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds.

Firm hereby authorizes CITY to deduct from any amount payable to Firm (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and (ii) all amounts for which CITY may be liable to third parties, by reason of Firm’s acts or omissions in performing or failing to perform Firm’s obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Firm, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of CITY to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Firm to insure, indemnify, and protect CITY as elsewhere provided herein.

7.4 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party’s consent to or approval of any act by the other party requiring the party’s consent or approval shall not be

deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. The sole and exclusive venue for any litigation shall be in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

7.7 Termination Prior to Expiration of Term.

CITY reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days' written notice to Firm. The Firm reserves the right to terminate this Agreement at any time, with or without cause, upon forty-five (45) days' written notice to CITY, except that where termination is due to the fault of CITY, the period of notice may be no less than ten (10) days. In the event of early termination of this Agreement, the Firm will be paid for services rendered prior to the effective date of the termination of this Agreement on a pro-rata basis, and will not receive payment for time after the effective date of termination.

7.8 Attorneys' Fees.

Each party shall bear their own attorneys' fees and costs in any litigation arising out of this Agreement.

7.9 Sovereign Immunity.

Nothing contained in this Agreement shall be considered or deemed a waiver of the City's sovereign immunity protections. In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

8.0 CONFLICTS OF INTEREST/NON-DISCRIMINATION

8.1 Conflict of Interest.

No officer or employee of CITY shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested, in violation of any State statute or regulation. The Firm warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Firm shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of CITY, to City Manager at the City's address specified in the opening paragraph of this Agreement along with a copy via email to rickr@belleislefl.gov; and in the case of the Firm, notice is to be sent to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Insurance.

The Firm shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

A. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00).

B. Workers compensation insurance for its employees and other applicable insurance as may be required by the State of Florida.

C. Errors and Omissions Insurance. A policy of professional liability issuance written on a claims made basis in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name City, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers.

Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.7 Entire Agreement. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms herein, and also as a complete and exclusive statement of such terms. There are no other provisions, terms, conditions

or obligations. Provided however, the terms of this Agreement may be subsequently modified in writing upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF BELLE ISLE

Fisher Planning and Development Services, Inc.

Nicholas Fouraker, Mayor

April Fisher, President

ATTEST:

Yolanda Quiceno, City Clerk

“Attachment A”

CITY OF BELLE ISLE
SCOPE OF WORK FOR GENERAL PLANNING SERVICES

I. PLANNING AND ZONING

- A. The CONSULTANT shall advise and assist the CITY in the preparation of small-scale and large-scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY initiated requests.

The CONSULTANT shall advise and assist the CITY on matters concerning the review of proposed large scale development projects on such subjects as, (a) the contents of proposed plans, (b) the processes for development review, (c) the integration of the development and its infrastructure plans into the CITY'S Comprehensive Plan, (d) coordination of review and identification of other technical/professional review services needed such as transportation engineering review, and (e) consistency with the Land Development Regulations and Comprehensive Plan.

- B. The CONSULTANT shall provide technical assistance to the elected officials, Planning and Zoning Board, and CITY staff members by reviewing and providing recommendations on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, zoning review of permits for items such as fences, accessory structures, single-family dwellings, commercial buildings and swimming pools).
- C. The CONSULTANT shall provide technical assistance on revisions to the Land Development Code regulations.
- D. The CONSULTANT shall attend and make presentations at Planning and Zoning Board meetings and City Council meetings as needed to carry out the duties identified in this Scope of Work.
- E. The CONSULTANT shall coordinate training sessions with the elected officials, Planning and Zoning Board and CITY staff members on State statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary and requested.

**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: February 18, 2025

To: Honorable Mayor and City Council Members

From: Travis Grimm - Chief of Police

Subject: Subject: Approval of Memorandum of Understanding (MOU) for Traffic Enforcement – Conway Groves

Background:

Conway Groves, a gated community within the City of Belle Isle, has completed the required MOU to allow the Belle Isle Police Department (BIPD) to conduct traffic enforcement on its private streets.

This agreement ensures that traffic laws within Conway Groves are enforced similarly to public roadways, enhancing safety and compliance. The MOU has been reviewed and is now presented to the City Council for final approval before execution.

Staff Recommendation and Council Discussion Points:

Staff recommends that the MOU between the City of Belle Isle and Conway Groves be approved. This MOU allows BIPD to provide traffic enforcement services within the community.

Discussion Points: N/A

Suggested Motion: "I move to approve the MOU between the City of Belle Isle and Conway Groves for traffic enforcement on private streets and authorize the City Manager to execute the agreement."

Alternatives: N/A

Fiscal Impact: No immediate fiscal impact. Any future financial considerations related to enforcement efforts will be addressed as needed.

Attachments: N/A

Private Streets Traffic Enforcement Agreement

THIS PRIVATE STREETS TRAFFIC ENFORCEMENT AGREEMENT ("Agreement") is made and entered into as of the 6th day of Nov, 2024 by and between the CITY OF BELLE ISLE, a Florida municipal corporation (hereinafter the "City"), and Conway Groves HOA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, organized under the laws of the State of Florida (hereinafter the "Association").

WHEREAS, the Association represents and warrants that it is the title owner of certain private roads or limited access roads lying within the Conway Isles subdivision, which are more particularly described as Francenia Dr, Belle Groves, Kesae, Cranmore, Bell Tower Book 36, Page 3, Public Records of Orange County, Florida and (hereinafter the "Private Roads"); and

WHEREAS, the Association desires the City's Police Department to enforce the traffic laws of the State of Florida on such Private Roads; and

WHEREAS, the Association by and through the undersigned corporate official, personally and individually represents that it does have the authority to enter into this Agreement covering the Private Roads and that the board of directors of the Association have duly voted to approve this Agreement and its execution by the undersigned corporate official of the Association; and

WHEREAS, Section 316.006(2)(b), Florida Statutes authorizes the City to enter into agreements such as this Agreement and requires the parties to enter into a written agreement for municipal traffic control jurisdiction over the Private Roads; and

NOW, THEREFORE, in consideration of the premises and receipt of ten dollars (\$10.00) and other valuable consideration, in hand paid, the parties hereto being first duly authorized and fully informed of the intentions herein expressed, do hereby affix their signatures and expressly state and agree the City's Police Department shall exercise municipal traffic control jurisdiction over the Private Roads of the Association.

1. **Recitals.** The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. **Jurisdiction.** City agrees to exercise jurisdiction over enforcement of the traffic laws upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(2)(b), *Florida Statutes*, and subject to the terms and conditions of this Agreement and subsequent agreement that the City and Association may enter into concerning compensation for law enforcement patrols and traffic enforcement within the Conway Isles subdivision. The City's exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by City over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The frequency and manner of traffic enforcement over the Private Roads pursuant to this Agreement shall be solely at the discretion of the City's Police Department. All revenue from the fines, costs, and penalties imposed by the traffic citations issued for violation

of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes; the Association shall not receive any portion of such fines, costs, and penalties.

3. **Labor Compensation Agreement.** This Agreement is not intended to address the compensation, scheduling and time commitments by the City's Police Department for traffic enforcement and patrols within the Conway Isles subdivision. The Association understands that this Agreement does not obligate the City or its Police Department to patrol the Private Roads or Conway Isles subdivision. If the Association would like specific time commitments for law enforcement patrols and traffic enforcement within the Conway Isles subdivision, it will need to negotiate and execute a separate agreement with the City in order to compensate the City for the City's Police Department's labor and equipment involved. Any such agreement will be subject to the availability of law enforcement officers and other commitments upon the City's Police Department.

4. **Signage.** The Association shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate FDOT approved signage. Further, the Association shall be responsible for posting and maintaining stop signs and other traffic signage along said Private Roads in accordance with applicable laws, specifications, rules and regulations.

5. **Liability not Increased.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the City or the City's Police Department or its officers than that which the City or the City's Police Department or its officers would ordinarily be subjected to when providing its normal police services. This Agreement does not impose any additional duty to the Association or its members upon the City and the City's Police Department. Nothing herein shall constitute or be deemed a waiver of the City's sovereign immunity or of any other privilege, protection, defense, or immunity afforded to the City or its employees, officials, officers and agents under the law.

6. **Indemnification.** To the fullest extent permitted by law, the Association shall indemnify, defend, and hold the City and the City's Police Department and its employees and officers harmless from any loss, cost, claim, damage or expense, including attorneys' fees and litigation expenses (at all trial and appellate levels and with lawyers selected by the City), for any action, claim, penalty, or judgment arising out of, related to, or stemming from, either directly or indirectly, (i) this Agreement, (ii) the City's enforcement of traffic laws on the Private Roads, (iii) the Association's operation, maintenance, repair and reconstruction of the Private Roads, drainage systems, signage or any other private subdivision improvements, or (iv) from any combination of the foregoing. The Association shall be responsible for obtaining and maintaining general liability insurance coverage for the Private Roads and Association's other properties during the term of this Agreement in commercially reasonable limits. This provision shall survive termination of this Agreement.

7. **Road Maintenance.** Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the City to operate, maintain, replace and repair the Private Roads, as such is the responsibility and obligation of the Association and its members.

8. **Term.** The term of this Agreement shall run from the Effective Date and end on _____, and this Agreement shall thereafter automatically continue for successive one fiscal year terms (running date to date) unless terminated by any party by thirty (30) days written notice to the other party. Further, this Agreement may be terminated at any time by either party upon written notice of termination to the other party; provided however, if the Association desires to terminate this Agreement, the Association shall give the City at least thirty (30) days prior written notice of termination. This Agreement shall be effective (the "Effective Date") upon the execution of this Agreement by the last of the parties to sign and after the City's City Commission has approved this Agreement.

9. **Notice.** All notices to be given under this Agreement shall be in writing and sent by U.S. Mail or by personal hand delivery to the following addresses:

To City: City of Belle Isle Police Department
Attn: Chief of Police
1521 Nela Avenue
Belle Isle, Florida 32809

To Association: *Conway Groves* Homeowners Association, Inc.
c/o Orlando County
PO Box 532811
Orl, FL 32853

Either party may change its address for notice purposes upon written notice of such change to the other party.

10. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner with approval by the City's City Commission.

[Signature Page on Next Page]

IN WITNESS WHEREOF, this Agreement was executed on the day and year above written.

CITY OF BELLE ISLE

ATTEST:

Nicholas Fouraker, Mayor

Yolanda Quiceno, City Clerk

Date: _____

Conway Groves HOMEOWNERS ASSOCIATION, INC.

Authenticated
Pete Orsaeo 11/06/24

BY: _____, as President/Director
Pete Orsaeo, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by physical presence this 6th day of Nov, 2024 by Pete Orsaeo, as President/Director of Conway Groves HOA, Inc Homeowners Association., Inc., a Florida Not For Profit Corporation.



Bridgette Ross
Signature of Notary
Bridgette Ross
Print Name

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Certificate ID: D1190D1B-539C-EF11-88CF-002248299057

Signing Information:

Signing Name: Conway Groves Roadway Traffic Enforcement - Conway Groves Belle Isle Traffic Enforcement Agreement-c

ID [Redacted]

Start Date: Nov 06, 2024 10:23:51 AM EST

End Date: Nov 06, 2024 10:53:37 AM EST

Signers: 1

Reviewers: 0

CC: 0

Creator: Bridgette Ross

Email: bridgetteross@gmail.com

Document Information:

Document Name: Conway Groves Belle Isle Traffic Enforcement Agreement-combined

ID [Redacted]

Pages: 4

Signature Blocks: 1

Initial Blocks: 0

Participant Activity:

Name: Pete Orsaeo, President

Type: Email:

Email: POrsaeo@gmail.com

TOS/STAESP/CCD: Accepted: Nov 06, 2024 10:53:10 AM EST [72.239.115.126]

EULA/TOS Version: https://secure.authentisign.com/assets/files/Authentisign_TOS_202106.pdf

STAESP Version: https://secure.authentisign.com/assets/files/Authentisign_STAESP_202106.pdf

CCD Version: https://secure.authentisign.com/assets/files/Authentisign_CCD_202106.pdf

Document: Signed And Accepted: Nov 06, 2024 10:53:33 AM EST [72.239.115.126]

Signature / Initials:

Signature:

Initials:

 *Pete Orsaeo*

 PO

Certificate ID: [REDACTED]

Consumer Consent Disclosure

By proceeding and selecting the "I Agree" button corresponding to the Consumer Consent Disclosure section on the Authentisign Terms of Service window you are agreeing that you have reviewed the following consumer consent disclosure information and consent to transacting business electronically, to receive notices and disclosures electronically, and to utilize electronic signatures instead of using paper documents. This electronic signature service ("Authentisign") is provided on behalf of our client ("Sender") who is listed with their contact information at the bottom of the Authentisign Signing Participant email ("Invitation") you received. The **Sender** will be sending electronic documents, notices, disclosures to you or requesting electronic signatures from you.

You are not required to receive disclosures, notices or sign documents electronically. If you prefer not to do so, you can make a request to receive paper copies and withdraw your consent to conduct business electronically at any time as described below.

Scope of Consent

You agree to receive electronic notices, disclosures, and electronic signature documents with all related and identified documents and disclosures provided over the course of your relationship with the **Sender**. You may at any point withdraw your consent by following the procedures described below.

Hardware and Software Requirements

To receive the above information electronically, you will need all of the following:

- a computer or tablet device with internet access
- a working individual email address
- a supported operating system and browser from list table below

Operating System	Apple Safari	Mozilla® Firefox	Edge	Chrome
Windows 7/8/10	N/A	60 or higher	84 or higher	80 or higher
Mac OS X 10.9 or higher	13.1 or higher	60 or higher	N/A	80 or higher
Android 7.0 or higher	N/A	N/A	N/A	80 or higher
Apple - IOS 10.0 or higher	13.5 or higher	N/A	N/A	80 or higher

JavaScript and Cookies must be enabled in the browser.

Certificate ID: [REDACTED]

Requesting Paper Copies

You have the ability to download and print or download any disclosures, notices or signed documents made available to you through **Authentisign** using the document print options located within the service. **Authentisign** can also email you a copy of all documents you sign electronically. You are not required to receive disclosures, notices or sign documents electronically and may request paper copies of documents or disclosures if you prefer. If you do not wish to work with electronic documents and instead wish to receive paper copies you can contact the **Sender** through the **Authentisign** document signing interface or request paper copies by following the procedures described below. There could be fees associated to printing and delivering the paper documents.

Withdrawal of Consent to Conduct Business Electronically

Consent to receive electronic documents, notices or disclosures can be withdrawn at any time. In order to withdraw consent you must notify the **Sender**. You may withdraw consent to receive electronic notices and disclosures and optionally electronically signatures by following the procedures described below.

Requesting paper documents, withdrawing consent, and/or updating contact information

To request paper copies of documents, withdraw consent to conduct business electronically and receive documents, notices, or disclosures electronically or sign documents electronically please contact the **Sender** by sending an email to **Sender's** email address located at the bottom of the **Invitation** requesting your desired action. Use one of the following email subject lines and insert the associated text into the body of the email:

- Email Subject line: "Request for Paper Documents"
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.
*Note: There could be per page and delivery fees required by the **Sender** to send the paper documents.*
- Email Subject line: "Withdraw Consent to Conduct Business Electronically"
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.
- Email Subject line: "Update Contact Information"
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email, along with the requested change(s) to your contact information

**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: February 18, 2025

To: Honorable Mayor and City Council Members

From: Travis Grimm - Chief of Police

Subject: Subject: Approval of 2025-2026 School Resource Officer (SRO) Agreement with Cornerstone Charter Academy (CCA)

Background:

The City of Belle Isle and CCA have maintained an agreement to place SROs within the school to enhance safety, security, and law enforcement presence on campus. This agreement has been reviewed and updated for the 2025-2026 school year.

Key changes:

- **Addition of a Second SRO:** The agreement now includes funding for a second SRO, which will allow for enhanced security and law enforcement services at K-8 and high school campuses.
- **Updated Cost Structure:** The program's total cost has been adjusted to reflect the salary, benefits, operational costs, training, and vehicle expenses for two officers.

Staff Recommendation and Council Discussion Points:

Staff recommends approval of the updated agreement and authorization for the City Manager to sign the contract on behalf of the City of Belle Isle.

Discussion Points: N/A

Suggested Motion: "I move to approve the MOU between the City of Belle Isle and Conway Groves for traffic enforcement on private streets and authorize the City Manager to execute the agreement."

Alternatives: N/A

Fiscal Impact: CCA will be responsible for covering the following costs associated with the SRO program for the 2025-2026 school year:

- **Salary:** \$141,391.81 (Two Officers)
- **Benefits:** \$70,881.30
- **Operating Costs:** \$5,000
- **Training:** \$2,000
- **Vehicle Costs:** \$22,222.22
- **Total Annual Cost:** **\$241,495.33**

Attachments: N/A

**SCHOOL RESOURCE OFFICER AGREEMENT
(CHARTER SCHOOL)**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2025, by and between: THE CITY OF BELLE ISLE, FLORIDA
a Florida municipal corporation
for The City of Belle Isle Police Department
1600 Nela Ave.
Belle Isle, FL 32809
(referred to as: "City")

and

CITY OF BELLE ISLE CHARTER SCHOOLS, INC.
a Florida not-for-profit corporation
for Cornerstone Charter Academy
906 Waltham Avenue
Belle Isle, FL 32809
(referred to as: "Academy")

WHEREAS, the City has established a School Resource Officer Program (from now on referred to as the "SRO Program") under applicable Florida law; and

WHEREAS, the Academy desires that the City provide a law enforcement officer to serve as its School Resource Officer (referred to as "SROs") at the Academy, and the City is willing to assign a law enforcement officer to serve as an SRO under the terms and conditions set forth herein; and

WHEREAS, the City and the Academy agree that the SRO Program is an excellent benefit to the school administration, the student body, and the community as a whole, and desire to enter into this School Resource Officer Agreement (referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the City and the Academy understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law, including assistance in preventing juvenile delinquency by providing programs specifically developed to respond to those factors and conditions that give rise to delinquency.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the preceding recitals are true and correct and are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** This Agreement shall take effect upon the signature of both parties. It shall remain in effect until terminated by either party by Section 3.04 of this Agreement (from now on referred to as the “Term”).

2.02 **Assignment of School Resource Officer.** The City, or its designee, shall assign two law enforcement officers to serve as an SRO at the Academy at the following school locations: Cornerstone Charter Academy K-8 and Cornerstone Charter Academy High School, located at 5903 Randolph Avenue, Belle Isle, FL 32809. The Chief of Police shall be considered a designee of the City for all purposes described herein. If the Academy has concerns with an SRO’s work performance, it may request a meeting with the Chief of Police to resolve the concerns within five business days. If unresolved, the Academy may request a replacement officer. In cases of misconduct, improper or unlawful behavior, or neglect of duties, the Chief of Police will assign a new SRO. The City may change SRO assignments at its discretion during the Term of this Agreement. The City has sole discretion to hire, discharge, and discipline SROs. Unless precluded by law enforcement requirements or emergency circumstances, the City will ensure that SROs are on duty during regular school hours and attend required training programs. If any assigned SROs are absent, the City will ensure that two officers always cover the school to maintain safety and security.

2.03 **Employment of School Resource Officer.** The law enforcement officers assigned as an SRO under this Agreement shall be an employee of the City and shall be subject to the administration, supervision, and control of the City. The City shall always be responsible for all aspects of the employment, control, and direction of the SROs. Nothing herein is intended to create an employment or agency relationship between the Academy and any law enforcement officers assigned by the City to participate in the SRO Program. All compensation, salaries, wages, benefits, and other emoluments of employment payable to the SRO shall be the City’s sole responsibility. The Academy will compensate the SROs for working after school or off-duty events at the current rate established by the City. The Parties agree that the City, or its designee, and the Academy, or its designee, will jointly participate in an annual pre-planning meeting before the commencement of the academic year to address operational needs, issues, and concerns.

- 2.04 **Qualifications of the SRO.** All SROs shall meet or exceed the following qualifications:
- A. Minimum of two years experience as a State of Florida certified law enforcement officer.
 - B. SROs will receive formal training (to include SRO Basic Certification Training) within 12 months of being assigned to the SRO program.
 - C. These requirements may be modified by mutual agreement between the City and Academy.

2.05 **Applicable Policies and Standards.** The City shall ensure that the exercise of law enforcement powers by the SROs shall comply with the authority granted by applicable law. The law enforcement officers assigned to the SRO Program shall perform their duties as an SRO by the Florida Association of School Resource Officer Training Standards and with applicable Florida law.

2.06 Duties of School Resource Officer. The SRO shall not function as a school disciplinarian or security officer, shall not intervene in the everyday disciplinary actions of the Academy which do not involve criminal acts, and shall not be used as a witness to any disciplinary procedures or actions at the Academy, excepting however, that SRO may be involved in disciplinary procedures or actions arising from those matters and incidents within the scope of SRO’s duties. The SRO shall always act within the scope of authority granted to the SRO by applicable law. The SRO work year will follow the schedule established by the Academy for its teachers and its academic calendar (approximately ten months). In the event the SRO is absent from work, the SRO shall notify their supervisor in the Police Department and shall also notify the Academy. The SRO shall perform duties including, without limitation, the following:

- a. the performance of law enforcement functions within the school setting;
- b. to serve as a liaison between the Academy (including Administration, Staff, parents, and students) and the City;
- c. to be visible on the Academy’s campus, serve as a role model and mentor for students, participate in campus activities, student organizations, and athletic events when possible;
- d. to routinely monitor the Academy’s campus and facilities to ensure a safe environment;
- e. to report and investigate crimes originating on Academy’s campus. When indicated, the SRO will investigate criminal incidents involving Academy (including Administration, Staff, parents, and students) which occurred off-campus and in the SROs jurisdiction;
- f. identifying and preventing juvenile delinquency (including substance abuse) through counseling and referral services. The SRO shall be a resource for staff, parents, and students dealing with individual problems or questions. The SRO shall be familiar with community resources and agencies, including but not limited to mental health, counseling, drug treatment, crisis management, etc., and shall make referrals as necessary;
- g. the enhancement of student knowledge of the law enforcement function and the fundamental concept and structure of law;
- h. the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- i. the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- j. the presentation of various topics, including, but not limited to, educational programs concerning crime prevention and the rights, obligations, and responsibilities of students as citizens to students, teacher conferences, parent groups, and other groups, as requested. The SRO will formulate educational crime prevention programs to reduce opportunities for crime against persons or property in the Academy. The SRO will seek permission, guidance, and advice from the Academy before enacting any new programs within the Academy;
- k. to perform traffic control duties before and after school;
- l. to share appropriate information with Academy administrators which presents a danger to the Academy (school, students, and staff). The SRO shall review the Academy Emergency Plan annually, provide feedback to Academy administrators regarding any potential deficiencies or improvements, and advise Academy on Police Department

- emergency planning. SRO and Academy administrators will collaborate to develop plans and strategies to prevent and minimize potential dangers; and
- m. SRO shall notify Academy administrators and attempt to notify a parent before interviewing a student regarding a criminal investigation or allegation.

2.07 Student Instruction. The City shall always maintain control over the content of any educational programs and instructional materials provided at the Academy by the SRO through the SRO Program. The SRO will provide instructional activities to the students at the Academy in areas of instruction within the SRO’s experience, education, and training. The SRO will formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the school. The SRO will seek permission, guidance, and advice before enacting any new programs within the school.

2.08 Academy Contact Person(s). The Principal at the Academy shall be the on-site contact person for the SRO assigned to the Academy. In addition, this Section confirms that the City has designated the Chief of Police to serve as the City’s contact person for the SRO Program.

2.09 Payment for SRO Program Services. The Academy agrees to compensate the City for services rendered by two SROs as outlined in Exhibit A. The annual payment will be invoiced in two equal installments in December and May.The City shall invoice the two (2) equal installments in December and May for SRO services rendered under this Agreement. Upon certification by the Academy’s Principal that the services rendered were satisfactory, payment for SRO services shall be made by the Academy within 30 days of receipt of the invoice for such services.

CCA Summer School SRO Services. The City agrees to provide one School Resource Officer (SRO) during summer school as part of this contract.

2.10 Indemnification.

Each party agrees to be fully responsible for its acts or omissions and its agents, contractors, servants, employees, licensees, or invitees, and any acts of negligence, or its agents’ acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Each Party shall indemnify and save the other Party harmless from and against and shall reimburse the indemnified Party for all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, whether founded in tort, contract, or otherwise, including attorney’s fees and costs for any act or neglect of the indemnifying Party in connection with the respective Party’s obligation under this Agreement. Nothing contained herein shall be deemed a waiver by the City or Academy of its immunities provided by law, including those outlined in Section 768.28, Florida

Statutes. ARTICLE 3 - GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the City or Academy.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that they do not intend to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither party intends to benefit a third party directly or substantially by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising from this or any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in performing the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by either party during the Term hereof upon 30 days written notice to the other party of its desire to terminate this Agreement. In accordance with paragraph 2.09, payment shall be prorated and made in full, up to and including the day of termination.

3.05 **Records.** Academy acknowledges that the public shall have access, at all reasonable times, to certain documents and information about City contracts, under the provisions of Chapter 119, Florida Statutes. Academy agrees to maintain public records in Academy’s possession or control in connection with Academy’s performance under this Agreement and to provide the public with access to public records by the record maintenance, production, and cost requirements outlined in Chapter 119, Florida Statutes, or as otherwise required by law. Academy shall ensure that public records exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any reports, surveys, and other data and documents provided or created in connection with this Agreement shall remain City’s property. In the event of termination of this Agreement by either party, any reports, photographs, surveys, and other data and documents and public records prepared by, or in the possession or control of, Academy, whether finished or unfinished, shall become the property of City and shall be delivered by Academy to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. All such records stored electronically by Academy shall be delivered to the City in a format compatible with the City’s information technology systems. Upon termination of this Agreement, Academy shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Academy shall be withheld until all documents are received as provided herein. **The** Academy’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel was necessary to form a complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language contained herein expresses their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.08 **Waiver.** The parties agree that each requirement, duty, and obligation set forth herein is substantial and essential to the formation of this Agreement and, therefore, is a material term of this Agreement. Any party’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.09 **Compliance With Laws.** Each party shall comply with all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations under this Agreement.

3.10 **Governing Law.** This Agreement shall be interpreted and construed by and governed by the laws of the State of Florida, and venue and jurisdiction shall lie in the courts of Orange County, Florida.

3.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3.12 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement, including, without limitation, the partial assignment of any right to receive payments from the Academy.

3.13 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by a hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other, labor disputes, riot or civil commotions, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.14 **Place of Performance.** All obligations of the City under this Agreement’s terms are reasonably susceptible to being performed in Orange County, Florida, and shall be payable and performable in Orange County, Florida.

3.15 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable, or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision. This Agreement shall be considered if such invalid, illegal, unlawful, unenforceable, or void provision has never been included.

3.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

City:
Rick J. Rudometkin
City Manager
1600 Nela Avenue
Belle Isle, FL 32809

Academy:
City of Belle Isle Charter Schools, Inc.
6340 Sunset Drive
Miami, FL 33143
ATTN: Governing Board Chair

3.17 **Captions.** The captions, section numbers, article numbers, title, and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement. They shall not be construed to create a conflict with the provisions of this Agreement.

3.18 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that they have the full legal power to execute this Agreement on behalf of the party they are signing and to bind and obligate such party concerning all provisions contained in this Agreement.

[SIGNATURES APPEAR BELOW]

IN WITNESS, the parties hereto caused these presents to be signed on the above date.

CITY OF BELLE ISLE, FLORIDA

By: _____
Nicholas Fouraker
Mayor

ATTEST:

Yolanda Quiceno, City Clerk

ACADEMY

By: _____
for City of Belle Isle Charter Schools, Inc.
Name:
Title:
Date:

ATTEST:

Name:
Title:

Exhibit A

The following annual costs associated with the School Resources Officer Program are:

Salary:	\$ 141,391.81(two Officers)
Benefits:	\$ 70,881.30
Operating Costs:	\$ 5,000
Training:	\$ 2,000
Vehicle:	<u>\$</u> 22,222.22(based on vehicle rotation every three years @ \$40,000 @ 0.833)
Total Annual Cost:	\$ 241495.33
SRO time	\$ 181,121.50(.75 FTE)

Salary: Self-Explanatory

Benefits: Retirement, Insurance (health, dental, vision, life, disability), FICA, Medicare Workers' Comp

Operating Costs: Uniforms, radio, weapon, auto maintenance, gas, consumable supplies

Training: Specialized training for SRO

Vehicle: Officer Vehicle

Before July 1 of each year of this Agreement, the Police Department will send a proposed budget for the SRO Program to the CCA for review. Should there be disagreement between the parties on the funding for the next budget year, the parties will meet to discuss the program's costs for the next fiscal year.

**CITY OF BELLE SLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: February 18, 2025

To: Honorable Mayor and City Council Members

From: Travis Grimm - Chief of Police

Subject: Subject: Agreement Extension for Dispatch Services with the Orange County Sheriff’s Office (OCSO)

Background:

The Belle Isle Police Department relies on the OCSO for essential dispatching services to ensure the effective and efficient coordination of law enforcement responses within the city. The current agreement for dispatching services expired on September 30, 2024. To maintain uninterrupted dispatch services, it is necessary to approve a new agreement extending the agreement through September 30, 2026. Attached to this request are the original agreement, the first addendum, and the proposed new agreement for review. The department’s legal team has reviewed and approved the agreement, which is now presented to the City Council for approval.

The continued partnership with OCSO is crucial for maintaining reliable communication services, emergency response coordination, and operational support for the Belle Isle Police Department. The proposed extension ensures stability and continuity of service for the next two years while upholding the city’s commitment to public safety. Additionally, the cost of the service has remained the same as in the previous contract.

Staff Recommendation and Council Discussion Points:

Approval of the second addendum to extend the dispatching services agreement with the OCSO through September 30, 2026.

Discussion Points: N/A

Suggested Motion: "I move to approve the second addendum extending the dispatching services agreement with the OCSO through September 30, 2026."

Alternatives: N/A

Fiscal Impact: N/A

Attachments:

- Original Dispatch Services Agreement
- First Addendum
- Proposed Second Addendum

AGREEMENT FOR DISPATCHING SERVICES

City of Belle Isle

This AGREEMENT (“Agreement”) is entered into by and between the City of Belle Isle, Florida, a municipal corporation existing under the laws of the State of Florida (referred to as “City”) and John W. Mina, as Sheriff of Orange County, a Constitutional Officer of the State of Florida (referred to as “the Sheriff”).

The Sheriff maintains an around-the-clock Communications Center which provides 911 call taking and dispatching services for the Orange County Sheriff’s Office; and

The police department for the City requires dispatching services; and

The Sheriff is willing to provide dispatching services to the City.

THEREFORE, the parties hereby agree as follows:

A. DEFINITIONS:

- 1. Base Cost – the minimum cost for communications services for any city during each fiscal year which includes a total of four- thousand (4000) Calls for Service for the fiscal year.
- 2. Base Services – a total of four-thousand (4000) Calls for Services during each fiscal year.
- 3. Calls for Service - all calls designated as the City’s, which come into the Orange County Communications Center, that are initiated within the City’s jurisdiction by either City’s employees or by citizens seeking assistance from within the City’s jurisdiction. These calls do not include any activity with an Orange County Sheriff’s Office designator for activity occurring within the City’s jurisdiction. Only the

primary unit's call will be counted and additional responding units will not be counted as additional calls for service.

4. Cap – the maximum cost for communications services provided to any city for a fiscal year.
5. Excess Calls for Service – Calls for Service in excess of those provided by the Base Services/Base Cost.
6. Fiscal Year - the period of time beginning October 1st of each year and ending September 30th of the following year.
7. Per Call Fee – the cost of each Call for Service for calls in excess of those provided in the Base Services.
8. Call for Service Report – report that shows officer activity provided to City weekly to monitor the weekly and fiscal year call count.

B. SERVICES TO BE PROVIDED BY THE SHERIFF:

The Sheriff agrees to:

1. Provide all police dispatching services required within the corporate limits of City's jurisdiction. Calls for such services are to be directed to telephone numbers provided by the Sheriff, in addition to 911 calls, and the Sheriff will dispatch City's police units in response to such calls.
2. Provide necessary instruction and training in the proper use of radios and other communications equipment utilized by the parties.
3. Maintain an appropriate means of identifying Calls for Service generated within the City's jurisdiction.

- 4. Keep adequate records, including the assignment of appropriate case/event numbers, in regard to the handling of calls for the City.
- 5. Agree to provide City with access 24 hours a day, 7 days a week, in accordance with state and federal laws and regulations and with various contractual agreements, to information contained in the Florida Crime Information Center System (FCIC), National Crime Information Center System (NCIC), National Law Enforcement Telecommunications System (NLETS), other state and national criminal justice information systems, motor vehicle registry, driver license registry, boat registry, and administrative information systems as required to perform their law enforcement functions. The City's access shall be as a Licensee as provided in accordance with the requirements contained in **Attachment A**, Conditions for Access, which is incorporated herein by reference. City shall agree to all terms and conditions in **Attachment A** and shall provide one or more Liaison names in **Attachment A** section 1.e.
- 6. Provide programming changes to the City's equipment to the extent such is available through the Sheriff's Office to ensure it remains functional and can interface with the Sheriff's Communication Center.
- 7. Provide a weekly Call for Service Report to designee within City's agency

C. CITY'S RIGHTS AND RESPONSIBILITIES:

The CITY agrees to:

- 1. Comply with the procedures and policies implemented by the Sheriff for the use of radios and for coordination of dispatching efforts under this Agreement.

2. Provide adequate radio equipment compatible with radio equipment utilized by the Sheriff for use by City's police units.
3. Supply the Sheriff's Communications Section with a list of persons who are authorized to direct the dispatching of police units for City's agency.

D. MUTUAL COOPERATION AND INDEMNIFICATION:

1. The Sheriff agrees, based upon the availability of resources, to dispatch the Sheriff's units into the City's jurisdiction when:
 - a. A felony-in-progress or life-threatening situation is reported, and
 - b. A unit from City's agency is unable to respond. Sheriff's units that have been so dispatched will do what is necessary upon arrival on the scene to assume control of the situation until the City's agents arrive and are able to assume control.

E. MUTUAL AID

This agreement does not provide City's sworn law enforcement officers with any authority to take law enforcement action within Orange County other than that provided pursuant to any separate Mutual Aid Agreement in effect between the parties.

F. INDEMNIFICATION

The Sheriff and City do not assume any liability for the acts, omissions, or negligence of the other. To the extent permitted by section 768.28, Florida Statutes, each shall indemnify and hold the other harmless from all claims, damages, losses, and expenses arising out of or resulting from the performance of their respective operations under this Agreement.

G. TERM OF AGREEMENT & TERMINATION

1. The term of this Agreement shall begin October 1, 2024, and end September 30, 2025, regardless of date of execution; and may upon written agreement of the parties renew for two (2) additional terms of one year each.
2. Either party may terminate this Agreement for convenience by providing advance written notification to the other party, at least sixty (60) days prior to any termination. In the event of such a termination, payment will be made on a pro rata basis to the date of termination.

H. COMPENSATION

1. During the term of this Agreement, the cost to the City, for Base Services as defined herein, shall be as follows:

BASE SERVICES ANNUAL FEES	
Fiscal Year	Annual Fee
2024-2025	\$43,275.60.

2. The City shall pay the Base Services fees in four (4) equal installments payable each quarter in accordance with the schedule of fees listed below.

BASE SERVICES FEES AND QUARTERLY INSTALLMENT COST			
Fiscal Year	Annual Base Fee	Quarterly Payment	Quarterly Due Dates
2024-2025	\$43,275.60	\$10,818.90	October 1 January 1 April 1 July 1

- 3. If City exceeds the number of calls provided as part of the Base Services, the City shall pay the following per call fees as follows; up to the Cap.

Excess Fees / Per Call Fee in Excess of Base Services	
Fiscal Year	Per Call Fee
2024-2025	\$17.05

- 4. If at any point during the Fiscal Year, the City exceeds five-thousand six hundred ninety-two (5,692) calls for service, the Sheriff will invoice the City for the remaining amount to reach the Cap. Said payment shall be due and payable within thirty (30) days of City’s receipt of the invoice.

Fees for Usage Above 5,692 Calls for Service	
Fiscal Year	Fee
2024-2025	\$28,850.39

- 5. If the City’s calls for service exceed four-thousand (4000) calls for the fiscal year, and the total costs for all excess fees exceeds the Cap for the fiscal year, the City’s total fees for the fiscal year shall be capped as follows:

Annual Fee Caps	
Fiscal Year	Annual Fee Cap
2024-2025	\$72,125.99

I. MISCELLANEOUS PROVISIONS

- 1. The services called for in this Agreement do not include telephone complaint report writing or walk-in complaint handling by the Sheriff.

2. The following individuals are hereby appointed by the respective parties to address and resolve any questions or complaints regarding matters covered under this Agreement.

ORANGE COUNTY SHERIFF'S OFFICE
2500 W. Colonial Drive
Orlando, FL 32804

Director, Emergency Communications
Manager, Research and Development

CITY
City of Belle Isle
Travis Grimm, Chief of Police
1600 Nela Ave.
Belle Isle, FL 32809

If the persons identified above cannot resolve the issue it will be forwarded to the Chief of Police and the Sheriff for further action.

3. All amendments to this Agreement shall be in writing and signed by all parties.
4. This written Agreement supersedes all previous agreements between the parties and is the total and complete agreement between the parties.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement on the date indicated below.

[Balance of page intentionally left blank.]

Signature page to follow.]

CITY OF BELLE ISLE

SHERIFF OF ORANGE COUNTY

By: _____
Mayor, Nicholas Fouraker

By: _____
John W. Mina, Sheriff

Date: _____

Date: 2.7.25

ATTEST BY:

Approved as to the form and legality, this 5
day of February, 2025, for reliance of
the Sheriff of Orange County, ONLY.

City Clerk

[Signature]
Assistant General Counsel

Conditions for Access

1. Technology considerations

- a. The Orange County Sheriff's Office ("OCSO") will notify the City ("Licensee") of the licenses and software that are needed to operate on OCSO system. The Licensee shall be responsible for ensuring that they have purchased or otherwise possess the legal right to utilize any such licenses or software. Should OCSO be required to pay any additional fees as a result of the Licensee's access or use of OCSO systems in accordance with these Conditions for Access ("Conditions"), the Licensee shall reimburse OCSO within thirty (30) days of OCSO providing Licensee with notice. Any licenses, costs, hardware or software identified by OCSO shall be listed in paragraph 5 of these Conditions. Licensee understands that said costs shall be borne by them.
- b. The Licensee acknowledges that OCSO is not responsible for and shall be immune from liability for any adverse impacts to Licensee's systems or data as a result of its connecting to OCSO system, whether or not known. This shall include but not be limited to interruptions in service, malware and third-party intrusions into Licensee's systems.
- c. The Sheriff does not guarantee or warrant any defined level of service will be provided to Licensee. The service levels and other terms and conditions relating to access shall be defined by the Agreement. Access, services and hours of operation provided to Licensee shall never exceed those that are currently available to OCSO employees and staff.
- d. Any access to OCSO systems will use OCSO's current connections and technology. Any costs needed to allow access for the Licensee shall be the responsibility of Licensee. This includes but is not limited to:
 - i. Licenses for any software accessed or needed by Licensee, either at the time of execution of the Agreement or in the future.
 - ii. Any costs incurred by OCSO in providing connectivity to Licensee, including but not limited to VPN costs.
 - iii. Hardware and software needed by Licensee to access or operate within OCSO's system, including but not limited to radios and laptops.
- e. The Licensee will designate at least one and no more than two employees who shall be the liaison and point of contact for the Licensee who have the requisite technical and law enforcement knowledge to make decisions on behalf of the Licensee in the development and maintenance of any such interface. All communication about service outages, changes, and support will be addressed through the liaisons. Licensee shall not permit non-liaison personnel to contact OCSO about these services. Licensee shall notify OCSO within 24 hours of any changes in Liaison personnel.

Liaison Name and email address: _____

Additional optional Liaisons: _____

- f. The Licensee will provide and maintain a network diagram and list of systems and devices including operating systems and applications installed on systems that access OCSO resources. These documents will be provided to OCSO on request. Licensee shall notify OCSO within 24 hours of any changes in to the network diagram
- g. All support needed to maintain the Licensee's connectivity shall be provided by Licensee's personnel. In the event that there is an interruption in service to Licensee, OCSO will verify that connectivity from OCSO to the Licensee is operational and that the system is accessible within OCSO. Any functions needed beyond that shall be the sole responsibility of Licensee. OCSO may provide documentation to setup, configure and install systems to access OCSO system but will not create Licensee specific documentation.
- h. Licensee shall ensure that any personnel who have previously been employed by OCSO or who have access to OCSO systems shall restrict their access to that provided to Licensee. Licensee shall immediately notify OCSO should it become aware that any employee or agent of Licensee has obtained access to OCSO's systems beyond the limits of the Agreement.
- i. The Licensee shall notify OCSO within 24 hours of any:
 - i. Computer incident where unauthorized access has been identified.
 - ii. Changes in users authorized to access system(s).
 - iii. Any other incidents which are not in compliance with CJIS protocols and regulations.
 - iv. Changes to the Licensee's environment.

2. Legal Requirements

- a. The Licensee must have a valid Criminal Justice Information Systems (CJIS) User Agreement with OCSO in place prior to the implementation of any access.
- b. Licensee agrees that records maintained or stored by them on OCSO system may be subject to disclosure in accordance with Ch. 119, F.S., commonly referred to as Florida's Public Record's Law. If OCSO receives a public records request for information stored in its system it may be obliged, in accordance with law, to permit the inspection or copying of these records. Any such disclosure shall be made in accordance with State law and OCSO's internal policies.
- c. The Licensee shall use any information or access solely for the purposes stated in the Agreement and for no other reason without expressed permission from OCSO.
- d. Nothing herein shall be construed to create a partnership, joint venture, or

agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

- e. Any of Licensee's personnel having access to OCSO network shall be subject to a background check and must be certified in accordance with CJIS Security Policy.

3. Warranty

In no event shall OCSO be liable for any indirect, incidental, special, or consequential damages including damages for loss of use, data or profit, arising out of or connected with the use of the software products, whether based on contract, tort, negligence, strict liability or otherwise, even if OCSO has been advised of the possibility of damages.

4. Hold Harmless

Both parties are government entities. Neither party waives any protection provided in s. 768.28, F.S. Each party shall be responsible for the acts, omissions, and conduct of their agents, offices and employees when accessing the OCSO network.

5. Attachments

In addition to any items already described herein, any additional documentation, software, hardware, or licenses required shall be attached hereto and listed below.

- i. Attachment 1: _____
- ii. Attachment 2: _____

AGREEMENT FOR DISPATCHING SERVICES

City of Belle Isle

This AGREEMENT is entered into by and between the City of Belle Isle, Florida, a municipal corporation existing under the laws of the State of Florida (referred to as “Contractor”) and **Jerry L. Demings, as Sheriff of Orange County**, a Constitutional Officer of the State of Florida (referred to as “the **Sheriff**”).

WHEREAS, the Sheriff maintains an around-the-clock Communications Center which provides 911 call taking and dispatching services for the Orange County Sheriff's Office; and

WHEREAS, the police department for the Contractor requires dispatching services; and

WHEREAS, the Sheriff is willing to provide dispatching services to the Contractor; and

WHEREAS, the Sheriff contracted with an independent consultant who has calculated the cost to the Sheriff of providing communication services; and

WHEREAS, the Sheriff has recalculated the cost of providing communications services to local municipalities based upon the consultant’s recommendations.

NOW, THEREFORE, the parties hereby agree as follows:

A. DEFINITIONS:

1. Base Cost – the minimum cost for communications services for any CONTRACTOR during each fiscal year which includes a total of four- thousand (4000) Calls for Service for the fiscal year.
2. Base Services – a total of four-thousand (4000) Calls for Services during each fiscal year.
3. Calls for Service - all calls designated as the Contractor’s, which come into the Orange County Communications Center, that are initiated within the Contractor’s

jurisdiction by either Contractor's employees or by citizens seeking assistance from within the Contractor's jurisdiction. These calls do not include any activity with an Orange County Sheriff's Office designator for activity occurring within the Contractor's jurisdiction. Only the primary unit's call will be counted and additional responding units will not be counted as additional calls for service.

4. Cap – the maximum cost for communications services provided to any Contractor for a fiscal year.
5. Excess Calls for Service – Calls for Service in excess of those provided by the Base Services / Base Cost.
6. Fiscal Year - the period of time beginning October 1st of each year and ending September 30th of the following year.
7. Per Call Fee – the cost of each Call for Service for calls in excess of those provided in the Base Services.
8. Call for Service Report – report that shows officer activity provided to Contractor weekly to monitor the weekly and fiscal year call count.

B. SERVICES TO BE PROVIDED BY THE SHERIFF:

The Sheriff agrees to:

1. Provide all police dispatching services required within the corporate limits of Contractor's jurisdiction. Calls for such services are to be directed to telephone numbers provided by the Sheriff, in addition to 911 calls, and the Sheriff will dispatch Contractor's police units in response to such calls.
2. Provide necessary instruction and training in the proper use of radios and other communications equipment utilized by the parties.

3. Maintain an appropriate means of identifying Calls for Service generated within the Contractor's jurisdiction.
4. Keep adequate records, including the assignment of appropriate case/event numbers, in regard to the handling of calls for the CONTRACTOR.
5. Agree to provide CONTRACTOR with access 24 hours a day, 7 days a week, in accordance with state and federal laws and regulations and with various contractual agreements, to information contained in the Florida Crime Information Center System (FCIC), National Crime Information Center System (NCIC), National Law Enforcement Telecommunications System (NLETS), other state and national criminal justice information systems, motor vehicle registry, driver license registry, boat registry, and administrative information systems as required to perform their law enforcement functions. Said access shall be provided in accordance with the requirements contained in **Attachment A**; which is incorporated herein by reference.
6. Provide programming changes to the Contractor's equipment to the extent such is available through the Sheriff's Office to ensure it remains functional and can interface with the Sheriff's Communication Center.
7. Provide a weekly Call for Service Report to designee within Contractor's agency

C. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:

The CONTRACTOR agrees to:

1. Comply with the procedures and policies implemented by the Sheriff for the use of radios and for coordination of dispatching efforts under this Agreement.

- 2. Provide adequate radio equipment compatible with radio equipment utilized by the Sheriff for use by Contractor's police units.
- 3. Supply the Sheriff's Communications Section with a list of persons who are authorized to direct the dispatching of police units for Contractor's agency.

D. MUTUAL COOPERATION AND INDEMNIFICATION:

- 1. The Sheriff agrees, based upon the availability of resources, to dispatch the Sheriff's units into the Contractor's jurisdiction when:
 - a. A felony-in-progress or life-threatening situation is reported, and
 - b. A unit from Contractor's agency is unable to respond. Sheriff's units that have been so dispatched will do what is necessary upon arrival on the scene to assume control of the situation until the Contractor's agents arrive and are able to assume control.

E. MUTUAL AID

This agreement does not provide Contractor's sworn law enforcement officers with any authority to take law enforcement action within Orange County other than that provided pursuant to any separate Mutual Aid Agreement in effect between the parties.

F. INDEMNIFICATION

The Sheriff and Contractor do not assume any liability for the acts, omissions, or negligence of the other. To the extent permitted by Section 768.28, F.S., each shall indemnify and hold the other harmless from all claims, damages, losses, and expenses arising out of or resulting from the performance of their respective operations under this Agreement.

G. TERM OF AGREEMENT

1. The term of this Agreement shall begin October 1, 2015 and end September 30, 2016 and shall automatically renew for two (2) additional terms of one year and shall end September 30, 2018.
2. Either party may terminate this Agreement for convenience by providing advance written notification to the other party, at least sixty (60) days prior to any termination. In the event of such a termination, payment will be made on a pro rata basis to the date of termination.

H. COMPENSATION

1. During the term of this Agreement, the cost to the Contractor, for Base Services as defined herein, shall be as follows:

BASE SERVICES ANNUAL FEES	
Fiscal Year	Annual Fee
2015-2016	\$40,791.40
2016-2017	\$42,015.14
2017-2018	\$43,275.60.

2. The Contractor shall pay the Base Services fees in four (4) equal installments payable each quarter in accordance with the schedule of fees listed below.

BASE SERVICES FEES AND QUARTERLY INSTALLMENT COST			
Fiscal Year	Annual Base Fee	Quarterly Payment	Quarterly Due Dates
2015-2016	\$40,791.40	\$10,197.85	October 1
2016-2017	\$42,015.14	\$10,503.79	January 1
2017-2018	\$43,275.60	\$10,818.90	April 1
			July 1

3. If a Contractor exceeds the number of calls provided as part of the Base Services, the Contractor shall pay the following per call fees as follows; up to the Cap.

Excess Fees / Per Call Fee in Excess of Base Services	
Fiscal Year	Per Call Fee
2015-2016	\$16.07
2016-2017	\$16.55
2017-2018	\$17.05

4. If at any point during the Fiscal Year, the Contractor exceeds five-thousand six hundred ninety-two (5,692) calls for service, the Sheriff will invoice the Contractor for the remaining amount to reach the Cap. Said payment shall be due and payable within thirty (30) days of Contractor's receipt of the invoice.

Fees for Usage Above 5,692 Calls for Service	
Fiscal Year	Fee
2015-2016	\$27,194.27
2016-2017	\$28,010.09
2017-2018	\$28,850.39

5. If the Contractor's calls for service exceed four-thousand (4000) calls for the fiscal year, and the total costs for all excess fees exceeds the Cap for the fiscal year, the Contractor's total fees for the fiscal year shall be capped as follows:

Annual Fee Caps	
Fiscal Year	Annual Fee Cap
2015-2016	\$67,985.67

2016-2017	\$70,025.23
2017-2018	\$72,125.99

I. MISCELLANEOUS PROVISIONS

- 1. It is understood that the services called for in this Agreement do not include telephone complaint report writing or walk-in complaint handling by the Sheriff.
- 2. The following individuals are hereby appointed by the respective parties to address and resolve any questions or complaints regarding matters covered under this Agreement.

ORANGE COUNTY SHERIFF'S OFFICE
2500 W. Colonial Drive
Orlando, FL 32804

Chief Deputy
Daniel Divine, Manager, Research and Development
Bryan Rintoul, Director, Emergency Communications

CONTRACTOR
City of Belle Isle
Richard Ring, Chief of Police
1600 Nela Ave.
Belle Isle, FL 32809

If the persons identified above cannot resolve the issue it will be forwarded to the Chief of Police and the Sheriff for further action.

- 3. All amendments to this Agreement shall be in writing and signed by all parties.


4. This written Agreement supersedes all previous agreements between the parties and is the total and complete agreement between the parties.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement on the date indicated below.

CITY OF BELLE ISLE

SHERIFF OF ORANGE COUNTY

By: 
Mayor, William G. Brooks

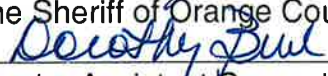
By: 
Jerry L. Demings; Sheriff

Date: 10/28/2015

Date: 9/30/15

ATTEST BY:


City Clerk

Approved as to the form and legality, this 31 day of August, 2015 for reliance of the Sheriff of Orange County, ONLY.

Senior Assistant General Counsel
Sheriff of Orange County, Florida

ADDENDUM NUMBER 1; DISPATCHING SERVICES

City of Belle Isle

This AGREEMENT is entered into by and between the **City of Belle Isle**, Florida, a municipal corporation existing under the laws of the State of Florida (referred to as "**Contractor**") and **Jerry L. Demings, as Sheriff of Orange County**, (referred to as "**the Sheriff**").

WHEREAS, the Parties previously entered into an agreement for Dispatch Services wherein the Sheriff provided Contractor around-the-clock 911 call taking and dispatching services for the Contractor, hereinafter referred to as the "Agreement"; and

WHEREAS, the term of the Agreement is from October 1, 2015 through September 30, 2018; and

WHEREAS, the Parties wish to extend the Agreement through this addendum;

NOW, THEREFORE, the parties hereby agree as follows:

1. The original term of the Agreement as provided for in Paragraph G (1) shall be hereby be extended for an additional (2) two year term with the possibility of (2) two additional (2) year terms, and shall end on September 30, 2024.
2. Compensation for these services shall remain at the same levels as the 2017-2018 fees contained within paragraph H (1) – (5), and shall be paid quarterly as further provided for therein.
3. Increases in fees shall be reviewed at the end of the initial (2) two year term and at the end of each subsequent (2) two year extension. The Sheriff will advise the Contractor of any changes in fees at least (4) four months prior to the expiration of that term or extension.
4. All other terms and conditions contained within the Agreement shall remain in full force and effect for the term of the agreement as provided for herein, unless changed in writing and executed by all parties.
5. A copy of the original agreement is attached hereto as Exhibit A.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement on the date indicated below.

City of Belle Isle

By: *Lizbeth Basano*
Mayor

Date: 2/20/18

SHERIFF OF ORANGE COUNTY

By: *Jerry L. Demings*
Jerry L. Demings / Sheriff

Date: 3/3/18

ATTEST BY:

City Clerk

Approved as to the form and legality, this 27 day of February, 2018 for reliance of the Sheriff of Orange County, ONLY.

Christy Buel
Sr. Asst. General Counsel
Sheriff of Orange County, Florida

City Manager Work List:

- City Planner Position:

Our city planner has resigned to take another position with the City of Orlando. We will transition her workload and prepare for an interim while we look into hiring another person for that position. We have some ideas on that position that will be brought to the council in a future meeting.

- Golf Cart Ordinance update:

We are updating our golf Cart ordinance, including areas covered by the city and the county, along with a new map. As this unfolds it will be brought back to the council. We are including a flyer and protocol instructions as well.

- RFP's:

We will be going out for RFPs for a number of items. They include Lobbying Services, IT Services, Audit Services, etc., to name a few. We are looking at other contracts and services. This will clean up our contract list and streamline the processes.

- Hurricane Milton:

We are almost done having meetings with FEMA. Our Vendor has been paid for the debris clean-up with documentation reconciled/validated by the city and vendor. Destruction of the debris pile is completed, and the vendor has been paid as well. We will be seeking reimbursement for the costs associated with Milton for Category A&B. There will be meetings with the state as we start the process of seeking reimbursement.

- Hurricane Ian:

We have met with KPMG and Florida DEP on what is required to apply for our possible reimbursement that has been ongoing now for almost 2 1/2 years. Due to some issues on the state's end, we have re-established communication and are trying to procure documentation to justify the invoices paid. We might not receive all of the reimbursement due to a lack of documentation and load ticket discrepancies. The council has approved the CM to do a preliminary investigation to inquire about the events that took place. We are almost complete with interviews and documentation collection. There has been cooperation between all parties. Social media has been active.

- Revenue stream needs:

We are working with the Budget Committee to come up with revenue stream options for the increased expenditures from the OCFD millage increase and our 5-year CIP project list. We will do a road show to explain to the residents the "why". We also are completing a rate study to look at increasing stormwater fees for the next FY. The current fund for this is negative due to pipelining projects. We have needs to continue with maintenance and are looking to fund these needs.

- 3904 Arajo condemnation:

City Council approved on October 15th, the Order of Condemnation and Removal of Hazardous Condition. PW has 3 bids and is waiting for the contractors on the price to remove the internal personal items in the house. We have posted for 30 days a legal ad for the personal property inside the house. We will bring this back to the council for approval once we have all the legal protocol complete.

- Annexation:

We are working with Orange County to put in place a planning agreement to help with future annexation possibilities. This agreement needs to be in place for us to have the ability in the future. We are currently creating maps to show the areas we are interested in acquiring through annexation. This will be part of our planning agreement.

- City Hall renovation:

The landscaping has been completed and now we are making some changes and additions to the inside of the building. LED lights have been installed. We still need painting, (inside) and updates to finish the renovations for our current city hall.

- Property Acquisition/Municipal Complex

The environmental study for the 20.5-acre property on Conway and Judge is completed by Bio-Tech. We have met with Bio-tech for the initial discussion of the report. We will have a workshop to discuss this property and the future of our municipal complex in the next few weeks. The concept for our current location needs to be funded and a final location needs to be determined to save on cost. Also, deciding on whether to move forward on the Conway property or not, is essential to move forward. We also have another idea for a location which will be brought up at the workshop.

- Comp Plan Update:

The council in January approved the Comp Plan and water plan! By approving this, we will now have a living document to refer to as we move into the future. It has been submitted to the state and other agencies. Once the final comments are in, the water plan will come back to the council.

- Stormwater Grant:

We have been confirmed for money for this grant application from Congressman Soto's office. The amount currently confirmed is \$850k. This amount could go up as this moves forward through the process in the state's budget process. We will have more information once the state contacts us for more information.

- Purchasing Policy

The Purchasing Policy has been updated with our purchasing thresholds modified and some other language being looked at. It is being reviewed by staff and then follow-up comments will be made, then it will be presented to the council for adoption.

- Resilient Florida Grant - 23PLN26, Belle Isle Vulnerability Assessment.

This grant is funded at \$115k for the City of Belle Isle including a \$35k match. The final agreement has been signed. We will contact a consultant to administer this grant process and fulfill the grant requirements.

- Judge/Daetwyler Dr. Transportation Grant:

Congressman Soto's office presented us with a check for \$745k for street improvements to improve multi-use path(s), for pedestrians and bicyclists, road improvements, etc. We hope to start the project this year. This grant was programmed in the state's last year's budget, and we are waiting on the state to contact us to solidify the grant agreement.

- Updating and closing previous grants and reimbursements from FEMA, Florida PA, and Florida DEP:

SOL Ave grant will be reimbursed hopefully by April of this year. The final agreement has been signed. We are working to provide information and update quarterly reports that have not been updated previously. We have only a few items left to fill out and are waiting on a response from Florida DEP for the information we have provided.

- Lancaster House Update:

CCA has approval by their board for the carveout document. They have 51% of the bondholder's approval. They are sending the final agreement to the city. We will look at the agreement to make sure it is the one we sent them from our attorney.

- Hoffner Ave Traffic Improvements Grant:

The city has the fully executed State Funded Grant Agreement, (SFGA agreement) between the city and the Florida Department of Transportation (FDOT) for **453225-1-54-01 (FY24) SFGA, Hoffner Ave Traffic Improvements, \$1.5M**. We are working on setting up a meeting with the county to talk about a financial partnership to make these improvements on Hoffner. The city has no match money for this project. To move forward, a revenue stream will have to be recognized and approved. We are hopeful that having the grant funding, OC partnering and a revenue stream installed will be enough to start this project and get it underway. We are also looking at other state grant funding for this.