

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2001 by and between the City of Gainesville, a municipal corporation in Alachua County, Florida, hereinafter referred to as the City, and Keep Alachua County Beautiful, a Florida nonprofit corporation, hereinafter referred to as the Provider or the period October 1, 2001 through September 30, 2002.

## WITNESSETH

WHEREAS, the City has agreed to identify up to \$15,000 in in-kind services for the Great American Cleanup and contribute \$15,000.00 for a membership with Keep Alachua County Beautiful; and

WHEREAS, the Provider has agreed to perform certain projects to keep the City of Gainesville beautiful; and

WHEREAS, it is in the interest of the City to enter into this agreement with the Provider to implement the projects set forth herein for the principal benefit of the residents of the City of Gainesville;

NOW, THEREFORE, in consideration of these mutual promises and covenants, the parties hereto agree as set forth in the following sections of this Agreement.

### PROVIDER

1. The Provider is Keep Alachua County Beautiful, a not-for-profit corporation, chartered by the Secretary of State under the laws of the State of Florida.

### COORDINATION

2. The Provider agrees to perform specified projects under the general coordination of the City's Public Works Department's Solid Waste Division and Recreation and Parks Division. The Public Works Director or designee is the City's representative under this Agreement.

### NOTICES

3. Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand, or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in the U.S. Mail in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing as aforesaid, to the other

party a notice stating the changed address. The addresses of the City and Provider are as follows:

City

Teresa Scott  
Public Works Director  
City of Gainesville, Sta. 58  
P.O. Box 490  
Gainesville, FL 32602

Provider

Jeanne Rochford  
Executive Director  
Keep Alachua County Beautiful  
309 NE 1<sup>st</sup> Street  
Gainesville, FL 32601

SCOPE AND SCHEDULE OF SERVICES

4. The Provider agrees to implement and/or facilitate the projects described in Attachment 1, Scope and Schedule of Services, for the principal benefit of persons residing in the City of Gainesville.

FUNDING AND PAYMENT PROCEDURES

- 5.1 The City agrees to a one-time payment to the Provider in the maximum amount of \$25,000.00.
- 5.2 The City agrees to provide in-kind services as described in Attachment 2, City of Gainesville In-kind Services.

REPORTING

- 6.1 Upon request, the provider shall report actions taken and data collected to ensure compliance with applicable Federal, State and local non-discrimination and affirmative action regulations.
- 6.2 Provider shall submit a quarterly report to the Public Works Director updating the City on the progress and status of the agreed upon projects as described in Attachment 1.
- 6.3 Provider shall present a written report, or an oral report lasting no longer than ten (10) minutes, to the Gainesville City Commission after the completion of the projects contained in Attachment 1.

AGREEMENT DURATION, EXTENSION AND TERMINATION

- 7.1 This Agreement shall become effective for the period from October 1, 2001 through September 30, 2002, unless terminated sooner in accordance with this Section.
- 7.2 In the event the City determines on the basis of a review of the Provider's performance that the provider has materially failed to comply with the requirements

of this Agreement, the City may take one or more of the following actions as appropriate to the circumstance:

- a) Invoice Provider for the cost of services provided for the activities as described in Attachment 2, City of Gainesville In-kind Services.
- b) Wholly or partly suspend or terminate the Agreement,
- c) Withhold further agreements with the Provider, or
- d) Take other remedies that may be legally available.

In each instance, the action taken will be designed to, first, prevent a continuance of the deficiency (lack of progress, non-conformance, non-compliance, lack of continuing capacity); second, mitigate any adverse effects or consequences of the deficiency to the extent possible under the circumstances; and third, prevent a recurrence of the same or similar deficiencies.

- 7.3 If the City determines that it is necessary to suspend or terminate this Agreement, it may do so by giving written notice to the Provider of such suspension or termination and specifying the effective date thereof, at least ten (10) days before the effective date of such suspension or termination.
- 7.4 Except as provided in paragraph 7.2, this Agreement may be terminated in whole or in part by either party upon written notification to the other party, setting forth the reason(s) for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the Agreement will not accomplish the purposes for which it was made, the City may terminate the Agreement in its entirety as provided in paragraph 7.2 of this section.

#### CONFLICT OF INTEREST

- 8. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City or the Provider who exercises or has exercised any functions or responsibilities with respect to activities assisted with City funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a City-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

#### INDEMNIFICATION

- 9. The provider shall act as an independent contractor and not as an employee of the City in implementing the aforementioned projects. The Provider shall be liable for and shall hold harmless the City, its employees, agents, or officers from all claims,

suits, judgments, or damages arising from the administration by the Provider of the projects described in this Agreement. The City and each officer, agency, and employee shall be held harmless against all claims for personal injury, wrongful death, or property damage caused by negligence of the Provider in performance of this Agreement.

#### SOVEREIGN IMMUNITY

10. The Provider and the City agree that nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes.

#### COMPLIANCE WITH FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND LAWS

11. The Provider shall comply with all applicable laws, orders and regulations of the Federal, State and local governments as they pertain to this Agreement.

#### NON-DISCRIMINATION

12. In carrying out this Agreement, the Provider shall not exclude any person from participation, deny the benefits of the projects herein to any person, or subject any person to discrimination because of age, race, color, religion, sex, disability, national origin or familial status.

#### FINANCIAL OBLIGATION OF THE CITY

13. This Agreement is not a general obligation of the City, nor does it constitute a pledge of the full faith and credit of the City. In the event there are insufficient monies available in the General Fund to meet the obligations of the City created by this Agreement, the City will have no further obligations under this Agreement and shall not be considered in breach thereof.

#### ASSIGNMENT BY PROVIDER

14. The Provider shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement without the prior written consent of the City.

CHANGES

15. The City Manager/designee or the Provider may, from time to time, request changes in the scope and schedule of services to be performed hereunder. All changes must be in writing and in advance of the proposed change.

SEVERABILITY

16. If any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SCOPE AND INTERPRETATION OF AGREEMENT

17. This Agreement shall be considered to be the only agreement between the parties hereto pertaining to the Scope of Service hereunder. All negotiations and oral agreements are included herein.

\* \* \* \*

IN WITNESS THEREOF, the parties have hereto set their hands and seals on the day and year aforesaid.

Witnesses:

CITY OF GAINESVILLE

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
City Manager

Witnesses:

KEEP ALACHUA COUNTY BEAUTIFUL

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

Reviewed by:

\_\_\_\_\_  
Purchasing, Buyer II                      Date

CONTRACT 2001-2002  
ATTACHMENT 1  
SCOPE AND SCHEDULE OF SERVICES

THE FOLLOWING PROJECTS WILL BE IMPLEMENTED AND COMPLETED BY KEEP ALACHUA COUNTY BEAUTIFUL ON OR BEFORE SEPTEMBER 30, 2002.

- I. WORK TO IMPROVE NEIGHBORHOOD CLEANUP EFFORTS BY:
  - A. Maintaining and assisting in the coordination of the Neighbors Involved in a Cleaner Environment (N.I.C.E.) Program;
  - B. Recruiting new leaders where needed;
  - C. Interfacing with City and County Solid Waste Divisions, Crime Watch, New Development Group, Neighborhood Preservation and Enhancement Plan, COPs and other groups dedicated to improving neighborhoods;
  - D. Assisting in the scheduling and coordination of cleanups; and
  - E. Implementing "The Beautiful Block Program" to recruit block captains from targeted neighborhoods to empower them to keep their own blocks clean and beautiful.
- II. PROVIDE ANTI-LITTER AND RECYCLING EDUCATION FOR CLASSROOMS, ASSEMBLIES, YOUTH GROUPS, CLUBS, SERVICE ORGANIZATIONS, FESTIVALS, FAIRS, AND OTHER COMMUNITY OUTREACH OPPURTUNIIES THROUGH:
  - A. Keep America Beautiful and Keep Florida Beautiful Curriculumms for Elementary Education;
  - B. Litter Pal, Big Blue and Compost Kid Presentations;
  - C. The Johnny Appleseed Project (Tree planting in schools along with education presentation);
  - D. KAB "Graffiti Hurts" Curriculum; and
  - E. Exhibits at Public Libraries, the Downtown Festival and Art Show, the Spring Garden Festival, and the Alachua County Recycling Fair, etc.
- III. ORGANIZE AND CONDUCT A COUNTY-WIDE SPECIAL EVENT IN CONJUNCTION WITH KEEP FLORIDA BEAUTIFUL'S FLORIDA GREAT AMERICAN CLEANUP. THE CITY OF GAINESVILLE WILL BE A CO-SPONSOR OF THIS EVENT WHICH WILL INCLUDE THE CLEANUP OF PUBLIC PLACES WITHIN THE CITY AND COUNTY INCLUDING ILLEGAL DUMPS
- IV. RECRUIT VOLUNTEER ORGANIZATIONS, GROUPS, BUISNESSES, FAMILIES OR INDIVIDUALS FOR THE CITY'S ADOPT-A-STREET PROGRAM. ONCE IMPLEMENTED, EACH RECRUITED PARTY WILL AGREE TO ENTER INTO A TWO-YEAR AGREEMENT FOR CLEANUPS
- V. YEAR AROUND CLEANUPS OF WATERWAYS, UNDERPASSES AND OTHER PUBLIC PLACES (INCLUDING GRAFFITI REMOVAL)

# CONTRACT 2001-2002

## ATTACHMENT 2

### CITY OF GAINESVILLE IN-KIND SERVICES FOR THE GREAT AMERICAN CLEANUP

<u>I. Personal Services: Division Personnel</u>	
Solid Waste Division Staff	\$3,102.70
<u>II. Personal Services: Other City Division Personnel</u>	
Streets Division	\$250.65
Parks Division Staff	\$948.34
<u>III. Operation Expenses: Solid Waste Division</u>	
City Van (@ \$.32 per mile) - 75 miles	\$24.00
City Pickup #1 (@ \$.32 per mile) - 75 miles	\$24.00
City Pickup #2 (@ \$.32 per mile) - 75 miles	\$24.00
City Pickup #3 (@ \$.32 per mile) - 75 miles	\$24.00
Cardboard Boxes (@ \$3.50 per box) - 10 boxes	\$35.00
Gloves (@ \$2.50 per pair) - 70 pairs	\$175.00
Garbage Bags (@ \$25.00 per case) - 2 cases	\$50.00
Litter Sticks (@ \$1.50 per stick) - 100 sticks	\$150.00
Sponsored T-Shirts (@ \$4.76 per shirt) - 500 shirts	\$2,380.00
<u>IV. Operation Expenses: Others Divisions</u>	
Trailer (@ \$.32 per mile) - 75 miles	\$24.00
Pickup #1 (@ \$.32 per mile) - 75 miles	\$24.00
Weedeater (@ \$17.50 per hour) - 1 hour	\$17.50
Chainsaw (@ \$3.50 per hour) - 1 hour	\$3.50
Pickup Truck #2007 (@ \$.30 per mile) - 8 miles	\$2.40
Pickup Truck #2006 (@ \$.30 per mile) - 22 miles	\$6.60
Pickup Truck #2164 (@ \$.30 per mile) - 36 miles	\$10.80
Pickup Truck #2207 (@ \$.30 per mile) - 30 miles	\$9.00
Pickup Truck #2107 (@ \$.30 per mile) - 18 miles	\$5.40
Pickup Truck #2010 (@ \$.30 per mile) - 33 miles	\$9.90
Pickup Truck (@ \$.30 per mile) - 12 miles	\$3.60
Westside Park and Center:	
Eight (8) hours @ \$20 per hour	\$160.00
Damage deposit @ \$50	\$50.00
<u>V. In-Kind Services: Haulers</u>	
Waste Management, Inc.	
Rear End Loaders w/ Driver & Helper	\$3,600.00
Rear End Loader w/ Drivers only	\$720.00
Roll Off Trucks and Containers	\$600.00

# CONTRACT 2001-2002

## ATTACHMENT 2

CITY OF GAINESVILLE  
IN-KIND SERVICES  
FOR THE  
GREAT AMERICAN CLEANUP

V. In-Kind Services: Haulers (continued)

Big Red Waste

Rear End Loaders	\$400.00
Rear End Loader Driver & Helpers	\$360.00
Roll Off Drivers	\$180.00
Roll Off Trucks and Containers	\$180.00

**Estimated Total In-Kind Services: \$13,554.39**