

AGREEMENT

THIS AGREEMENT is made and entered into this ___day of _____, 2009 by and between the City of Gainesville, a municipal corporation of the State of Florida, (hereinafter "City"), and Keep Alachua County Beautiful, Inc., a Florida nonprofit corporation (hereinafter "Provider"), for the period October 1, 2009 through September 30, 2010.

WITNESSETH

WHEREAS, the City has agreed to identify in-kind services for the Great American Cleanup and general in-kind services to contribute to the Provider along with certain cash funding;

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.

COORDINATION

1. The Provider agrees to perform projects specified in this contract under the general coordination of the City of Gainesville Public Works Department, Solid Waste Division. The Solid Waste Manager or designee is the City’s representative under this Agreement.

NOTICES

2. 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 its address of record by delivering or mailing to the other party a notice stating the changed address. The addresses of the City and Provider are as follows:

City
 Steve Joplin
 Solid Waste Manager
 City of Gainesville, Sta. 10
 P.O. Box 490
 Gainesville, FL 32602

Provider
 Mickie MacKenzie
 Executive Director
 Keep Alachua County Beautiful, Inc.
 224 N.W. 2nd Avenue
 Gainesville, FL 32601

SCOPE AND SCHEDULE OF SERVICES

3. The Provider agrees to implement and/or facilitate the projects described in Attachment 1, Scope and Schedule of Services, for the principal benefit of City of Gainesville residents. In order to receive funding for providing these services, Provider must coordinate with the City's Solid Waste Division.

FUNDING AND PAYMENT PROCEDURES

- 4.1 The City agrees to pay \$15,000 to renew the City's membership in Keep Alachua County Beautiful. This payment will be made as follows: \$15,000 paid in full within thirty days of full execution of this contract.
- 4.2 The City agrees to pay \$10,000 for continued implementation of "The Beautiful Block Program." This program is to recruit block captains from targeted neighborhoods and to provide guidance and tools to empower neighborhoods to keep their own blocks clean and beautiful. Payment will be made only on a reimbursement basis within the statutory period and only after Provider submits an acceptable invoice detailing expenditures made for this program and including backup documentation for all expenditures for which reimbursement is requested.
- 4.3 The City agrees to pay \$20,000 for the Provider's coordination of beautification services. These projects include, but are not limited to, those described in Attachment 1. Payment will be made only on a reimbursement basis within the statutory period and only after Provider submits an acceptable invoice detailing expenditures made for beautification services and including backup documentation for all expenditures for which reimbursement is requested.
- 4.4 The City agrees to pay \$10,000 for the "Clean and Green Program". This program includes median beautification and planting of specified median locations designated by the Solid Waste Division. Payment will be made only on a reimbursement basis within the statutory period and only after Provider submits an acceptable invoice detailing expenditures made for beautification services and including backup documentation for all expenditures for which reimbursement is requested.
- 4.5 For payments made under sections 4.2, 4.3 and 4.4 above, invoices must be accompanied by a certificate executed by the Executive Director. A copy of the required certificate is shown as Attachment 3.

REPORTING

5. 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.

AGREEMENT DURATION, EXTENSION AND TERMINATION

- 6.1 This Agreement shall be effective October 1, 2009 for the period ending September 30, 2010, unless terminated sooner in accordance with this Section.
- 6.2 In the event the City determines, on the basis of a review of the Provider's performance or underlying financial records, that the provider has materially failed to comply with the requirements of this Agreement, the City will do the following:
 - a) Immediately terminate the Agreement;
 - b) Withhold further funding from the Provider; and
 - c) Invoice Provider for any reimbursements made on the basis of falsified or misleading documentation.
- 6.3 If the City determines that it is necessary to terminate this Agreement for cause other than as specified in 6.2, it shall do so by giving written notice to the Provider at least ten days before the termination and specifying the effective date thereof.
- 6.4 In addition to termination by the City for cause as specified in 6.2 or 6.3, this Agreement may be terminated by either party without cause upon 60 days' written notification to the other party, setting forth the effective date and the reason for the termination.
- 6.5 However, upon satisfactory and faithful performance of this Agreement by the Provider, the City reserves the right, through negotiation with the Provider, to extend the term of this Agreement for a 12-month period with a maximum of two (2) such extensions.

CONFLICT OF INTEREST

7. 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 and for one year thereafter.

INDEMNIFICATION

8. Provider shall indemnify and hold harmless the City, its officers, agents and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Provider and persons employed or utilized by Provider in the performance of the work.

INDEPENDENT CONTRACTOR

9. Provider shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in this Agreement, Provider shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by Provider in the full performance of this Agreement.

INSURANCE

10. For the term of this Agreement, the Provider agrees to maintain in effect the following insurance coverage:

General Liability - \$500,000

Business Auto Liability - \$500,000

Workers' Compensation – As required by Florida Statutes

Prior to the effective date of this Agreement, the Provider shall provide to the City a certificate of insurance certifying such insurance and naming the City as additional insured thereunder to the extent of Provider's indemnity hereunder. Provider agrees that the City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed, and that insurance will always be in effect to the limits of the Provider's liability herein and naming the City as additional insured. Any change in insurance will be recertified before the expiration of the cancelled policy or policy limits in order to ensure compliance with this provision.

SOVEREIGN IMMUNITY

11. 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

12. 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

13. 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, gender identity, sexual orientation, national origin or familial status.

FINANCIAL OBLIGATION OF THE CITY

14. The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally

available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

ASSIGNMENT BY PROVIDER

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

CHANGES

16. 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 agreed upon by the parties, in writing, and be presented in advance of the proposed change. Such changes shall amend the relevant Scope of Services.

SEVERABILITY

17. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

SCOPE AND INTERPRETATION OF AGREEMENT

18. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto to date, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

COUNTERPARTS

19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

GOVERNING LAW AND VENUE

20. This Agreement shall be construed in accordance with the laws of the State of Florida, venue in Alachua County, Florida.

RECORDS RETENTION

21. Provider shall maintain records sufficient to document their completion of the scope of work established by this Agreement. These records shall be subject at all reasonable time

to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the scope of work or termination of this Agreement, whichever first occurs. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

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

Witness:

CITY OF GAINESVILLE

By_____

Title: _____

Title: City Manager

Approved as to form and legality:

City Attorney

Witness:

KEEP ALACHUA COUNTY BEAUTIFUL,
INC.

By:_____

Title: _____

Title: Executive Director

CONTRACT 2009-2010
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, 2010.

- I. Work to improve City-wide beautification efforts by:
 - A. Maintaining and assisting in the coordination of neighborhood clean-up and beautification programs utilizing Neighbors Involved in a Cleaner Environment (N.I.C.E.) Program concepts;
 - B. Jointly recruiting new neighborhood participants;
 - C. Interfacing with City of Gainesville and Alachua County Solid Waste Divisions, GPD, Crime Watch, Partners in a Productive Community, City of Gainesville Community Redevelopment Agency, City of Gainesville Community Development Department- and other groups dedicated to improving neighborhoods;
 - D. Develop criteria for and assist in the scheduling of four Phase-2 neighborhood cleanups;
 - E. Design and implement pilot program in specific neighborhoods to decrease resident dependency and increase neighborhood self-sufficiency;
 - F. Continue implementation of “The Clean and Green Program” which consists of the beautification improvements of specific medians to be designated by the City Manager through the Solid Waste Division Manager and other minor beautification projects as developed.
- II. Foster the establishment of community garden programs for children and youth
- III. Provide anti-litter and recycling education for children, youth and adults;
 - A. Provide curricula and exhibits at such venues as elementary and high schools, the University of Florida, Santa Fe Community College as well as Public Libraries, the Downtown Festival and Art Show, the Spring Garden Festival, and the Alachua County Recycling Fair, etc. Provide to City Solid Waste Manager a schedule of events and recap of each event, monthly.
- IV. Conduct and co-organize with the City of Gainesville Solid Waste Division a City-wide special event in conjunction with the Great American Cleanup. The City of Gainesville will be a co-sponsor of this event that will include the cleanup of public rights-of-way, and illegal dumpsites within the City of Gainesville. The City will provide in-kind services as described in Attachment 2.
- V. Continue recruitment of volunteer organizations, groups, businesses, families or individuals for the City’s Adopt-A-Street Program. Each recruited party will agree to enter into a two-year agreement for litter cleanups.
- VI. Year-round cleanup of public places, including graffiti removal within the City of Gainesville.
- VII. Promote a cigarette litter abatement program.
- VIII. Enhance U.F.-City rapport by participating in Tail-Gator Recycling Program.
- IX. Establish a pilot program for PETE recycling in schools.
- X. Organize and conduct a county-wide litter summit.
- XI. Design and execute a program for local businesses based on Keep America Beautiful’s “Waste in the Workplace” method.
- XII. Explore options for reducing the amount of shopping carts on city rights-of-way through various means including but not limited to:
 - Working individually with local retailers or their District Managers,
 - Researching effective ordinances enacted by other communities, and
 - Researching emerging technologies for shopping cart retention.

CONTRACT 2009-2010 ATTACHMENT 2

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

| | | |
|------|---|--|
| I. | <u>Personal Services: Division Personnel</u> Solid Waste Division Staff | \$3,296.00 |
| II. | <u>Personal Services: Other City Division Personnel</u> Streets Division Staff Parks Division Staff | \$310.00 \$1,030.00 |
| III. | <u>Operation Expenses: Solid Waste Division</u> City Van @ \$.44 per mile) – 75 miles City Pickup #1 @ \$.44 per mile) – 75 miles City Pickup #2 @ \$.44 per mile) – 75 miles City Pickup #3 @ \$.44 per mile) – 75 miles City Pickup #4 @ \$.44 per mile) – 75 miles Cardboard Boxes (@ \$5.50 per box) – 10 boxes Gloves (@\$2.50 per pair) – 50 pairs Garbage Bags (@\$25.00 per case) – 2 cases Sponsored T-Shirts (\$4.00 per shirt) – 250 shirts | \$33.38 \$33.38 \$33.38 \$33.38 \$33.38 \$55.00 \$125.00 \$50.00 \$1,050.00 |
| IV. | <u>Operation Expenses: Other Divisions</u> Trailer (@\$.44 per mile) – 75 miles Pickup #1 (@\$.44 per mile) – 75 miles Pickup Truck #2007 (@\$.44 per mile) – 8 miles Pickup Truck #2006 (@\$.44 per mile) – 22 miles Pickup Truck #2164 (@\$.44 per mile) – 36 miles Pickup Truck #2207 (@\$.44 per mile) – 30 miles Pickup Truck #2107 (@\$.44 per mile) – 18 miles Pickup Truck #2010 (@\$.44 per mile) – 33 miles Pickup Truck (@\$.44 per mile) – 12 miles Westside Park and Center: Eight (8) hours @ \$20 per hour Damage deposit @ \$50 Fuel Surcharge | \$33.38 \$33.38 \$3.52 \$9.68 \$15.84 \$13.20 \$7.92 \$14.52 \$5.28 \$200.00 \$50.00 \$300.00 |
| | Estimated Subtotal of In-Kind Services: | \$6,769.62 |

*This is a conservative estimate. A standard indirect cost rate for the range of In-kind services was not available.

**CONTRACT 2009-2010
ATTACHMENT 3**

Certification of Expenditures to be Reimbursed:

I, _____, Executive Director of Keep Alachua County Beautiful, Inc., do hereby certify that Invoice # _____ issued to the City of Gainesville on _____ day of _____, 200____, represents a true and correct record of expenses incurred for the purposes enumerated in the 2009-2010 Agreement between the City of Gainesville and Keep Alachua County Beautiful, Inc. I further certify that all expenses to be reimbursed have, in fact, been paid by Keep Alachua County Beautiful, Inc. as of the date of this certification, with the following exceptions:

I further certify that none of the expenditures for which reimbursement is being requested have been reimbursed by any other grantor agency under the terms and provisions of another agency's grant funding contract, and that none will be claimed for reimbursement from any other grantor agency or used to document expenditures of pre-funded grant amounts provided by any other grantor agency.

Date

Executive Director