

SOLID WASTE AND RECYCLING COLLECTION  
FRANCHISE AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between the Gainesville Real Estate Management Company/Keith Crutcher for parcel #14975-000-000; Mickey Milam for parcel 14976-001-00; and Tommy Cone for parcel 14976-000-000 for and on behalf of their commercial business tenants (hereinafter referred to as CUSTOMERS), and either Boone Waste Management or Southland Waste Systems (hereinafter referred to as CONTRACTOR), and the City of Gainesville, Florida, a municipal corporation (hereinafter referred to as CITY), by and through its City Commission

WHEREAS, the City of Gainesville intends to construct streetscape modifications to NW 17 Street affecting the property of parcel #14975-000-000, and

WHEREAS, the public health will benefit from a reduced number of individual dumpsters with their associated odor, debris, and blight, and

WHEREAS, the CUSTOMERS will realize mutual monetary and operational benefits from consolidating dumpster usage into one shared compactor unit

NOW, THEREFORE, In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- I. CONTRACTOR Responsibilities: The CONTRACTOR shall perform the following services pursuant to this Agreement:
  1. Provide Commercial Solid Waste Collection Service. The CONTRACTOR shall be responsible for the billing and collection of Commercial Solid Waste Collection Service costs not being billed and collected by the CITY or its designee.
  2. Provide Commercial Recycling Collection and shall provide storage, collection and hauling services for potential Recyclable Materials. This Agreement does not exclude all other public or private enterprises from conducting Commercial Recycling Collection Service. The CONTRACTOR shall be responsible for billing and collection of Commercial Recycling Collection Service cost not being billed and collected by the CITY or its designee.
  3. Commercial Solid Waste Collection Service:
    - a. Conditions and Frequency of Service: Service shall be provided through collection of a compactor provided by the CITY. Initial service shall be determined by inspection and is estimated to be necessary every nine (9) days. This will lead to a determination mutually arrived at by all parties to this agreement as to the frequency of service required. However, frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer.
    - b. The CONTRACTOR shall be responsible for billing and collection of Collection Service costs not being billed and collected by the CITY or its designee including the monthly electric charges for power to the Compactor.
    - c. The CONTRACTOR shall provide a key for access to the collection containers to each customer eligible to receive service.
    - d. In the event a CUSTOMER is to be denied access due to failure to pay applicable charges or any other reason, CONTRACTOR shall provide keys to all other eligible customers.

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- e. CONTRACTOR shall provide dump tickets for disposal of the waste contained in the compactor for review by the CITY and CUSTOMER. This ticket shall show the total waste disposed from the designated container and shall be used by the CITY for the annual waste audit outlined in Section 4 (CITY Responsibilities). This ticket shall also be available to the CUSTOMER for review.
  4. Recycling Collection Service: The CONTRACTOR shall provide Commercial Recycling Collection Service consisting of provision and collection of a container for old corrugated cardboard (OCC). The CONTRACTOR shall be responsible for billing and collection of Collection Service costs not being billed and collected by the CITY or its designee.
    - a. Conditions and Frequency of Service: The CONTRACTOR shall provide Commercial Recycling Collection Services. The size and frequency of the Container designated for Recyclable Materials shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Recyclable Materials need be placed outside the Container. Storage capacity shall be suitable for the amount of recyclables generated by the customer.
    - b. The CONTRACTOR shall be responsible for billing and collection of payments for Commercial Recycling Collection Service.
  5. Containers: The CONTRACTOR shall collect Commercial Solid Waste, Recycling with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Any container damaged by the CONTRACTOR will be replaced by the CONTRACTOR within seven (7) days at no cost to the customer or the CITY, unless otherwise provided within this Agreement. The replacement must be similar in style, material, quality and capacity. Throwing of any Garbage Can, Container or Recycling Container is prohibited.
  6. Spillage: The CONTRACTOR shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection shall occur. During hauling, all solid waste, vegetative waste and recyclable material shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage caused by the CONTRACTOR, the CONTRACTOR shall promptly clean up all spillage and leakage at no cost to the CITY.

II. CITY Responsibilities:

1. The City of Gainesville will purchase a self-contained compactor. This compactor will be purchased from funds in the Solid Waste Enterprise Fund.
2. The City shall provide for the installation of said compactor.
3. The City shall construct an enclosure, and all associated improvements, for storage of the compactor, recycling service containers, and waste oil containers.
4. The City shall routinely inspect the collection area for violations and appropriateness of collection frequency.
5. The City shall conduct an annual waste audit of all impacted parcels to review and revise, if needed, the generation factors used to allocate cost.

III. CUSTOMER Responsibilities:

1. The CUSTOMER shall keep the collection area clean and provide water through an existing line for use as needed.
  - a. The CUSTOMER identified as property owner Gainesville Real Estate Management Company/Keith Crutcher shall permit a water hook-up and be responsible for water utility costs associated with item no. 1 above.
  - b. The CUSTOMER identified as Gainesville Real Estate Management Company/Keith Crutcher shall provide daily inspection of the dumpster area to ensure cleanliness and identify parties in violation of the intent of this agreement. Violation of dumping procedures shall be brought to the attention of the CITY.
2. The CUSTOMER shall ensure that all solid waste, recyclables and waste oil are placed in the proper container with no material being placed outside of any container.
3. The CUSTOMER shall pay all legitimate and appropriate charges associated with service.
4. Each CUSTOMER shall be allowed to place up to one (1) grease collection container within the enclosure constructed by the CITY.
  - a. The CUSTOMERS may share grease collection containers as provided for in a separate agreement between the CUSTOMERS and Griffin Industries.

IV. Charges for Service:

1. Charges shall be divided amongst the customers initially based upon generation factors determined by Alachua County by and through the Solid Waste Management Assessment. Those factors are as follows:

- a. There are three parcels; 14975-000-000 (Gainesville Real Estate Management Company/Keith Crutcher and tenants at UF Plaza) which has a factor of 149.8 tons per year, 14976-001-000 (Mickey Milam and tenants including Salty Dog, Alan's Cubana, etc.) with a factor of 91.5 tons per year, and 14976-000-000 (Tommy Cone and tenants including Goering's Book Store, Bageland, etc.) with a factor of 49.9 tons per year.
  - b. This equates to a cost allocation based on percentage of waste as a function of the total generation factor. The Cost allocated shall be as per the following breakdown: parcel 14975-000-000 at 51%, parcel 14976-001-000 at 31%, and parcel 14976-000-000 at 18%.
  - c. Charges for service will include charges for three separate items: solid waste collection (which shall remain static on a per pull basis), disposal (which will be variable), and recycling collection.
  - d. Solid waste collection and disposal costs shall be allocated based on the generation factor percentage and shall be based on actual costs as outlined.
  - e. Solid waste collection and disposal cost allocations shall be subject to an annual audit provided by the CITY to verify actual costs. Changes to individual tenant allocations based on this annual audit may be made through separate billing agreements between the CONTRACTOR and CUSTOMERS. Changes to generation factors based upon annual audits may be made as an amendment to this agreement after September 30, 2004 per the provisions of Section VII herein.
  - f. The costs for service provision are outlined in Attachment A.
- V. Notice: Any notice of default or termination shall be given in writing and served either personally or given by prepaid certified mail, return receipt requested, or by any delivery service from which a receipt may be obtained and addressed as identified in Section XIV.
- VI. No Third Party Beneficiaries: Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.
- VII. Effective Date and Terms as between Customers and City: This Agreement shall commence on the effective date and remain in effect and be binding on the CITY and CUSTOMERS until mutual cancellation by the CITY and all of the CUSTOMERS.
- VIII. Effective Date and Term as to Contractor: This Agreement shall commence on the effective date and remain in effect and be binding on the CONTRACTOR until September 30, 2004, at which time the CONTRACTOR provisions or provider shall be amended, modified or extended. Any Amendment as to CONTRACTOR shall be in writing and approved by a majority of the owners and the CITY.
- IX. Default and Termination: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the provision that gave rise to the default. The non-defaulting party shall give the defaulting party twenty-one (21) days to cure the default. Anything to the contrary notwithstanding, either party may terminate this Agreement without cause by first providing at least 90 days written notice to the other. In the event of termination, refunds will be prorated.
- X. Severability: If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

- XI. Indemnification: Each party agrees that it shall be solely responsible for the negligent acts or omissions of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.
- XII. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Florida
- XIII. Entire Agreement: This Agreement constitutes the entire Agreement and supercedes all prior written or oral agreements, understandings, or representations.
- XIV. Agency Representatives: The parties hereto designated the following persons to be contacted regarding the performance of this Agreement and to receive all notices:

- CUSTOMER:
- 1) Mickey Milam  
311 S. Main Street  
Gainesville, Florida 32601
  - 2) Tommy Cone  
P. O. Box 143  
Gainesville, Florida 32602
  - 3) Gainesville Real Estate Management Company  
Keith Crutcher  
2040 NW 67 Place  
Gainesville, Florida 32653

CONTRACTOR:

CITY: Wayne Bowers  
City Manager  
P.O. Box 490  
Gainesville, FL 32602

IN WITNESS WHEREOF, the parties hereto have executed and affixed their signatures to this Agreement on the day and year first above written.

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_  
Mickey Milam

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_  
Tommy Cone

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

GAINESVILLE REAL ESTATE MANAGEMENT CO.

BY: \_\_\_\_\_  
Keith Crutcher

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

CONTRACTOR

BY: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY OF GAINESVILLE

BY: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney

Attachment A

<u>ITEM</u>	<u>Boone</u>	<u>SWS</u>
<u>Cost of Collection of Solid Waste</u>	\$	
<u>Cost of Disposal of Solid Waste</u>	\$	
<u>Cost of Container Rental for Solid Waste</u>	<u>\$NA</u>	<u>NA</u>
<u>Cost of Collection of Recyclable Materials*</u>	\$	
<u>Cost of Container Rental for Recyclable Materials</u>	\$	
<u>Itemized Charges for Special Services required by Customer for Solid Waste Collection</u>	\$	
<u>Itemized Charges for Special Services required by Customer for Recycling Collection</u>	\$	
<u>TOTAL:</u>	\$	

1. Collection Cost:

Total Cost per month \$ XXXXXX.XX

Parcel 14975-000-000 cost = Total Cost \* 51%

Parcel 14976-000-000 cost = Total Cost \* 31%

Parcel 14976-000-000 cost = Total Cost \* 18%

2. Disposal Cost (total tonnage disposed \* \$40 {new tipping fee as of October 1, 2001})

Total Cost per month \$ XXXXXX.XX

Parcel 14975-000-000 cost = Total Cost \* 51%

Parcel 14976-000-000 cost = Total Cost \* 31%

Parcel 14976-000-000 cost = Total Cost \* 18%

3. Recycling Collection Cost:

Total Cost per month \$ XXXXXX.XX

Parcel 14975-000-000 cost = Total Cost \* 51%

Parcel 14976-000-000 cost = Total Cost \* 31%

Parcel 14976-000-000 cost = Total Cost \* 18%

Attachment A  
Estimated Cost Worksheet

THESE COST ESTIMATES ARE PROVIDED AS A GUIDELINE AND DO NOT REFLECT TRUE COSTS  
WHICH SHALL BE PROVIDED DURING THE SERVICE TERM

Collection Cost Estimate (Assume Collection every 8 days {44 per year})

Annual Cost Estimate (@\$100 per pull) = \$4,400  
Estimated Monthly Cost = \$366

Estimated Monthly Collection Cost per parcel =  
UF Plaza (14975-000-000) = \$187  
Salty Dog(14976-001-000) = \$113  
Goering's(14976-000-000) = \$66

Disposal Cost Estimate (Assume Collection every 8 days {44 per year}) This estimate will be verified through the  
review of actual disposal costs and true cost shall be charged.

Annual Cost Estimate (@\$40 per ton ) = \$9,000  
Estimated Monthly Cost = \$750

Estimated Monthly Disposal Cost per parcel =  
UF Plaza (14975-000-000) = \$382  
Salty Dog(14976-001-000) = \$232  
Goering's(14976-000-000) = \$136

