

**CITY OF GAINESVILLE
AGREEMENT**

This AGREEMENT ("Agreement") made and entered into this 22nd day of September, 2009 between the CITY OF GAINESVILLE, Florida, a municipal corporation (hereinafter "CITY"), and EMERALD WASTE SERVICES LLC, a Florida limited liability company (hereinafter "CONTRACTOR").

WHEREAS, CITY is desirous of utilizing CONTRACTOR for solid waste, recycling and yard trash collections within the City of Gainesville, and

WHEREAS, CONTRACTOR is willing and capable of performing such services.

NOW, THEREFORE, CITY and CONTRACTOR hereby agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide CITY with solid waste, recycling and yard trash collection services as originally provided for in the following enumerated Specifications and Documents ("Contract Documents"), which are referenced hereto and made a part hereof as if fully contained herein:

1. This Agreement, with all Exhibits
2. Addendum # 4 dated March 25, 2009
3. Addendum # 3 dated March 25, 2009
4. Addendum # 2 dated March 18, 2009
5. Addendum # 1 dated March 16, 2009
6. Alachua County Board of County Commissioners and City of Gainesville Request for Proposals #RFP 10-26 dated March 4, 2009
7. Proposal of Emerald Waste Services LLC, dated April 8, 2009

In case of a conflict or inconsistency between Contract Documents the order of precedence for interpretation shall be the order in which the documents are numbered above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

II. TERM

The effective date of this AGREEMENT shall be October 1, 2009. The initial AGREEMENT will continue for 7 years subject to annual budgetary funding in each fiscal year. 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 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.

Prior to the end of the initial term, and upon satisfactory performance, the City, may at its option, negotiate and extend the agreement for up to two (2) additional five (5)-year periods.

III. COMPENSATION/PAYMENT

CONTRACTOR shall be compensated in accordance with the Negotiated 4 Day Collection Schedule attached hereto as Exhibit "A" and made a part hereof.

Billing and Payment shall be handled as specified in the Request for Proposals.

IV. DEFAULT AND TERMINATION

Default and termination shall be handled as specified in the Request for Proposals and Addenda thereto.

V. INSURANCE AND BONDS

The provisions of insurance and a performance bond shall be as specified in the Request for Proposals and Addenda thereto.

VI. INDEPENDENT CONTRACTOR

CONTRACTOR 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. CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this AGREEMENT.

VII. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its officers, agents, or employees from suits, actions, damages, liability and expense, including attorney's fees and costs, in conjunction with loss of life, bodily or personal injury or property damage arising from or occasioned by any act of negligence or intentional wrongdoing on the part of the CONTRACTOR.

VIII. SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28, Florida Statutes.

IX. TIMELINESS

The CITY and CONTRACTOR further agree time is of the essence and that work under this AGREEMENT is required to be performed in an expeditious manner and with care reasonably expected of a consultant performing these duties.

X. VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this AGREEMENT.

XI. CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of this agreement:

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

CONTRACTOR
Bob Shires
Vice President Central Florida
Emerald Waste Services LLC
5002 SW 41st Blvd.
Gainesville, FL 32608


XII. ENTIRE AGREEMENT


The Contract Documents constitute the entire AGREEMENT between the CITY and CONTRACTOR. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

CITY OF GAINESVILLE

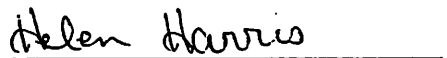
(CONTRACTOR)

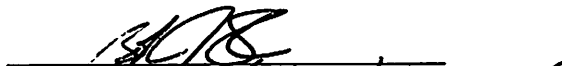

Russ Blackburn
City Manager


Printed name: Bart A. Deyley
Title: President & CEO

WITNESS:

WITNESS:


Printed name: Helen Harris


Printed name: Bob Shires VP


APPROVED AS TO FORM AND LEGALITY
By: 
Nicolle M. Shalley, Asst. City Atty. II
City of Gainesville, Florida

Exhibit A

NEGOTIATED
Solid Waste, Recycling and Yard Trash Unit Prices
Alachua County & City of Gainesville with Routes Maximized
4 Day Collection Schedule
7 Year Term

City & County -- All rates to be expressed as cost per household per month
City & County Curbside Area (Collection Routes are Blended for Maximum Efficiency):
October 1, 2009 - September 30, 2016

The following unit prices will be unchanged for the first five years of the contract.
 Percent Increase (one time) for Years 6 & 7 8 %


	<u>Solid Waste -- Curbside</u>			
	20 gal.	35 gal.	64 gal.	96 gal.
Collection	\$ 3.90	\$ 4.00	\$ 4.50	\$ 4.95

<u>Recycling</u>		
	two-bin system	single-stream cart system
Collection	\$ 2.55	\$ 4.55

<u>Yard Trash -- unlimited</u>	
Collection	\$ 3.75

Additional Services

Alternative fuels (all collections):	\$ 4.00	per household per month
Fuel Type	<u>CNG</u>	
Backdoor Collection:		
Solid Waste	\$ 9.50	per household per month
Recycling	\$ 7.25	per household per month
Per Bag Collection	\$ 0.75	per extra bag (Official Yellow Bags Sec. 7.2)
Cart Delivery & Maintenance	\$ 1.00	per household per month
Cart Exchange	\$ 12.00	per Service Change Delivery
Special Services	\$ 45.00	for first 15 minutes
	\$ 1.00	per additional minute
Neighborhood Cleanups	\$ 88.00	per hour, per truck
<u>COUNTY ONLY:</u>		
Pup Trucks	\$ 2.00	per household per month
<u>CITY ONLY:</u>		
Special Events	\$ 88.00	per hour, per truck
Municipal Services		
Commercial FEL Containers	\$ 4.10	per collection per cubic yard, based on \$51.10/ton disposal fee
Hand Stops - Solid Waste	\$ 9.10	per collection per stop, based on \$51.10/ton disposal fee
Hand Stops - Recycling	\$ 7.00	per collection per stop, Contractor to decontaminate
Roll-off Containers	\$ 99.00	per pull (haul), disposal not included

Signature: 
 Date: 7/30/09