

AGREEMENT FOR REFUSE COLLECTION SERVICES

THIS AGREEMENT, made by and between the City of Robins, Iowa, a municipal corporation, hereinafter referred to as "City," and Lori and Brian Prucha doing business as Rudd Sanitation Inc., hereinafter referred to as "Hauler", a corporation organized pursuant to the laws of the State of Iowa, and duly authorized to conduct business within said State;

WHEREAS, the Iowa legislature has enacted Section 4558.302 of the Iowa Code (1991) which directs each and every city located within the State of Iowa to establish a comprehensive solid waste reduction program consistent with the provisions of both Iowa Code chapter 455B (1991) and the regulations promulgated by the Department of Natural Resources relating to same, and

WHEREAS, the City is authorized by law to contract for waste removal services for the benefit of their citizens, and

WHEREAS, the City requires that the company with whom they contract shall have the ability to remove trash, rubbish, garbage, yard waste, and recyclable items in compliance with all applicable City, State, and County statutes, regulations, and ordinance; and

WHEREAS, Rudd Sanitation Inc. is engaged in the business of collecting, hauling, and disposing of residential waste and recyclables and is able to comply with all the requirements of the State, City, and County regulations relating to the collection, removal, disposal, and recycling of residential waste; and

WHEREAS, Rudd Sanitation Inc. has agreed to contract with the City of Robins for waste and recyclable collection and disposal.

Now therefore, the two parties hereby enter into the following agreement.

SECTION ONE
DESCRIPTION OF SERVICES

- A. **QUALITY OF SERVICES.** The hauler thereby agrees to perform the services set forth in this section in an economical, efficient, workmanlike, and sanitary manner, and further agrees to perform its duties and obligations in such a way to minimize the inconvenience to the residents of the City. All solid waste will be delivered to the Linn County/Cedar Rapids Solid Waste Agency.
- B. **SERVICES PROVIDED.** The hauler shall provide the following services to the City under the terms of this agreement:
1. The hauler agrees to collect, remove and dispose of all trash, rubbish, garbage, and recyclable items from "residential" properties within the corporate limits. Residential properties shall be defined as all single-family residences.
 2. One day a week pickup of prepared recyclables in a container no larger than a 35-gallon garbage can (40-pound limit), marked recycling. Recycling is unlimited must be in an approved container. The hauler agrees to provide recycling containers to all residential properties in the City at a charge of \$17.00 per 18-gallon container. Bin payments shall be handled between the hauler and the individual citizen.
One day a week pick up for garbage is one 35-gallon garbage cans (40-pound limit) Tags for extra garbage 35-gal. can (40-pound limit) shall be supplied by the hauler and the proceeds of the \$1.00 tag fee shall be handled by the hauler. Available at City of Robins, City hall
It shall be the responsibility of the hauler to pay for all hauling as well as for all landfill or disposal fees associated with the items collected; in addition, the hauler will be responsible for all permits required by the City, County, or State.
 3. The hauler must be prepared to handle recyclable material in compliance with the City ordinances. Recyclable material must be set out for collection in accordance with all ordinances, rules, and regulations promulgated by the City.
 4. All proceeds from the sale of recyclable materials gathered in accordance with this contract shall belong to the hauler.
 5. The hauler shall make pickups for both garbage and recyclables at least once a week on a designated schedule subject to each resident placing container at the curbside for pickup. In the event of a holiday or weather emergency pickup will occur on the following business day or as soon as weather permits.
 6. The hauler agrees to make its services available to private citizens for the pickup and collection of other materials not covered under the contract with the City with fees to be negotiated between the hauler and the individual citizens.
 7. The hauler agrees to pick up and remove yard waste and brush placed in a paper yard waste bags or bundled in lengths of 4' or less, weighting 40 pounds or less with a \$1.00 trash tag attached.
 8. The hauler shall supply a 4-yard dumpster to City Hall at no charge to the city.

SECTION TWO
TERM OF THIS AGREEMENT

The term of this agreement shall be from October 1, 2019 through September 30, 2020. Notwithstanding the foregoing, in the event of any change in circumstances in the industry that significantly increases Rudd's costs of operations, Rudd reserves the right to increase the fees to cover said increased operational costs by providing City with sixty (60) days advance written notice. Rudd shall provide the City with a detailed explanation of the reason for the cost increases that warrant the change in fees.

SECTION THREE
PAYMENT AND FEE

1. The hauler shall bill each single-family residence for garbage/recycling service.
2. The hauler will bill each single-family residence \$ 13.00 per month for service.
3. One day a week pickup of prepared recyclables in a container no larger than a 35-gallon garbage can (40-pound limit), marked recycling. Recycling is unlimited must be in an approved container. The hauler agrees to provide recycling containers to all residential properties in the City at a charge of \$17.00 per 18-gallon container. Bin payments shall be handled between the hauler and the individual citizen.

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SECTION FOUR
EQUIPMENT, LABOR, ECT.

The hauler agrees to furnish all necessary labor, tools, and equipment necessary to perform the services under this agreement. Said equipment shall be in good operating condition and shall be leak-proof and clean. The hauler agrees to maintain sufficient equipment so as to provide continuous service to the City, even in the event of a malfunction in any equipment used in the performance of this Agreement. All vehicles used by the hauler in the performance of this contract shall have clearly visible on each side of the vehicle the hauler's full name.

SECTION FIVE
EXCLUSIVE RIGHT

The hauler shall be the sole collector of recyclables, solid waste, and garbage from the residents of all single and two-family dwellings located within the city limits of the city throughout the term of this agreement. However, this in no way limits or prevents the hauler or other collectors from servicing commercial establishments or multi-family apartment buildings.

In the event of an infringement upon the exclusive right granted to the hauler, the obligation of enforcement shall rest solely with the hauler. The City agrees however not to contract with any other individual or entity for the collection of solid recyclable waste from single or two-family dwellings within the city during the term of this agreement.

SECTION SIX

LIABILITY INSURANCE/WORKMAN'S COMPENSATION

- A. The hauler at all times during the term of this contract will, at its own expense, maintain in force general comprehensive liability insurance. The coverage represented by the policy or policies shall be for the protection of the City of Robins, its council, mayor, employees, boards, commissions, and for the residents of the city itself. The policy or policies shall protect against liability for loss or damages for bodily injury, death, property loss, and all other casualty losses occasioned by the activities of the hauler, its employees, agents, or assignees. The minimum liability limits under the terms of the policy or policies is to be \$1,000,000 for damage to property and \$1,000,000 per person or \$100,000 per occurrence for bodily injury.
- B. The policy or policies referred to above shall each contain a provision that written notice of cancellation or reduction in coverage of the policy shall be delivered to the City of Robins ten (10) days in advance of the effective date of cancellation. If this term is not presently a part of the existing insurance policies of the hauler, this term shall be added by a rider. Furthermore, the hauler agrees to provide the city with proof of insurance upon the execution of this agreement.
- C. The hauler further agrees to carry, with an insurance company authorized to conduct business with the State of Iowa, a policy that meets all of the requirements of the worker's compensation laws of the State of Iowa, including all requirements for occupational diseases.

SECTION SEVEN
INDEMNIFICATION

The hauler hereby agrees to indemnify and hold harmless the City from any and all liabilities, loss, or damage which the City may suffer as a result of any claims, demands, costs, or judgments against it, its council, mayor, employees, agents, or residents, arising out of the performance of this contract by the hauler and/or its employees, designees, or principals.

Furthermore, the hauler agrees to defend against any and all claims brought, or actions filed against the City with respect to the hauler's performance of this contract, whether such claims are rightfully or wrongfully brought or filed. In the event any claim should be brought, or an action filed with respect to performance of this contract, the hauler agrees that the City may employ its own attorney to appear and defend this claim or action on behalf of the City, at the hauler's expense. The City, at its option, shall have the sole authority for the direction of its defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions brought against the City. In the event of liability, the hauler agrees to pay for any and all sums due and owing, whether they be as a result of judgment, or as a result of compromise or settlement.

SECTION EIGHT
COMPLIANCE WITH LAWS

The hauler hereby expressly contracts, stipulates and agrees that it is an independent contractor, solely responsible for the purchase, maintenance, and servicing of its equipment; it further agrees that it shall obtain and maintain its own equipment and other necessary items for the collection and disposal of recyclable solid waste at its own expense, and shall perform this contract in conformity with the laws and ordinances of the City of Robins.

SECTION NINE
TERMINATION

This Agreement shall terminate in the event of the following:

- A. BREACH In the event of a breach of this Agreement by either party, the non-defaulting party shall have the right to serve notice upon the other party a Notice of Default setting forth the specific breach, and giving notice that if said breach is not corrected within a period of ten (10) days from the date of the notice, the non-defaulting party shall be entitled to pursue all remedies provided by law, including but not limited to the right to terminate the contract.
- B. Upon the written agreement of both parties.
- C. Upon the conclusion of the term of this contract, unless extended pursuant to section twelve below.

SECTION TEN
WAIVER

The failure of either party of this agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as therefore waiving such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

SECTION ELEVEN
EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION TWELVE
MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party, or an authorized representative of same.

SECTION THIRTEEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of the Agreement.

SECTION FOURTEEN
ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party, except to the extent that it is incorporated within the terms of this Agreement.

SECTION FIFTEEN
COUNTERPARTS

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

SECTION SIXTEEN
EXTENSION OF TERM


The term of this agreement as set forth in Section two shall each year automatically renew for an additional 12 months unless either party hereto provides the other party with written notice of its intent that the agreement terminates at the expiration of the then current term. Such notice shall be in writing mailed by ordinary mail to the parties last known address at least 90 days prior to September 30th, 2020 of the current term of this agreement.

Signed this 30 day of September, 2019

City of Robins

Rudd Sanitation Inc.


By:


Chuck Hinz, Mayor

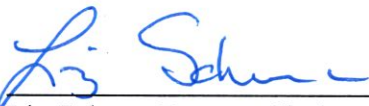
By:


Lori Prucha, President

Attest:


Lori Pickart, City Clerk/Treasurer

Witnessed by:


Liz Schura, Deputy Clerk

