

SANITATION AND RECYCLING AGREEMENT

This Sanitation and Recycling Agreement (the "Agreement") is entered into between the City of La Crosse ("City") and Harter's Trash & Recycling, Inc., ("Harter's").

WHEREAS, the City's La Crosse Center (the "Center") requested proposals for waste management, and

WHEREAS, the proposal submitted by Harter's was received and recommended for approval by the Center.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Term:** The term of this Agreement shall be five (5) years commencing on June 1, 2020 and terminating on May 31, 2025.
- 2) **Extension of Agreement:** This Agreement shall automatically continue for like term unless either party notifies the other in writing at least (180) one hundred eighty days before the end of the original or any extended term. All provisions of this Agreement shall remain in force. At any time during the term of this Agreement, the parties may agree in writing, which may be by correspondence, to extend the term of this Agreement, subject to annual appropriation of the City's Common Council.
- 3) **Scope and nature of operation:** It is expressly understood and agreed that Harter's shall pick up and dispose of garbage and refuse from the Center. Garbage pick-up will occur on an as needed basis. Recycling will be picked up on a weekly basis. Harter's will provide the Center with a holiday schedule so residents can be notified. Recycling will consist of tin, aluminum, glass, cardboard, newspaper, magazines, and plastic. The recycling can be co-mingled.
- 4) **Unacceptable waste:** Harter's will not accept:
 - a. any liquid waste;
 - b. recycling materials mixed with other refuse;
 - c. yard waste;
 - d. asbestos, in any form;
 - e. tires (these can be picked up on large item day for a fee);
 - f. used motor oil;

Harter's reserves the right to expand the list of solid waste disposal policies as local, state and federal regulation change.

- 5) **Vehicle marking**: All vehicles and equipment used by Harter's for the collection and transportation of garbage and recyclables shall be utilized in the manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with the Harter's name in letters not less than six inches in height.
- 6) **Disposal of refuse**: Harter's shall deliver all garbage, trash, and other refuse collected by it from the Center's premises and sites to the appropriate disposal facility.
- 7) **Complaint handling by Harter's**: Harter's shall, at its own expense, provide a manned telephone answering service from 7:00 a.m. until 5:00 p.m. central standard time, daily, Monday through Friday, excluding such holidays as provided in Section 9 of this Agreement and as may be further approved by City, for the purpose of handling complaints and other calls regarding refuse collection service provided by Harter's. If collection falls on one of the identified holidays, Harter's, at its option, will either collect the refuse on the holiday or on the day after the holiday.
- 8) **Consideration**: Harter's shall receive, in consideration of the performance of this agreement, the following fees for service under the monthly rates described in Exhibit A (attached). Rates set forth herein are guaranteed for (1) one year and are subject to an annual CPI increase, expenditure category "Garbage and trash collection."
- 9) **Collection on Holidays**: Harter's is not required to provide service on the following days:
 - a) New Year's Day
 - b) Memorial Day
 - c) Independence Day
 - d) Labor Day
 - e) Thanksgiving Day
 - f) Christmas Day
 - g) Days when the collection is canceled by the Center.
- 10) **Billing payments**: Harter's shall issue the Center a detailed monthly invoice for work satisfactorily performed by Harter's. The Center shall pay Harter's within (30) days following the receipt of a detailed monthly invoice.

- 11) **Indemnification and insurance:** Harter's assumes all risk of loss or injury to property or persons arising from any of its operations under this Agreement, and agrees to hold the City harmless from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury, unless such injury or loss is caused by the municipality, its employees and agents. Harter's agrees to carry insurance as provided in the attached standard terms and conditions.
- 12) **Notices:** All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by Certified United States Postal Mail, addressed to: Naomi Schaller, Office Manager, Harter's Trash & Recycling Inc.; 2850 Larson Street; La Crosse, WI 54603.
- 13) **Independent contractor:** The parties hereto recognize and acknowledge that Harter's is an independent contractor and shall never be construed to be an agent, servant, or employee of the City.
- 14) **Governing law:** This contract shall be governed by the laws of the State of Wisconsin.
- 15) **Assignment:** The parties agree that this Agreement may not be assigned by Harter's in the whole or in part without prior written approval of the Center. However, Harter's may assign or subcontract this Agreement to:
 - a) any corporation or entity which owns at least fifty-one percent (51%) of Harter's;
 - b) any corporation or entity of which Harter's owns at least fifty-one percent (51%); or
 - c) any corporation or entity that is under the common control of any corporation or entity that owns at least fifty-one percent (51%) of Harter's.
- 16) **Standard terms and conditions:** The City's standard terms and conditions are attached, incorporated and made a part of this Agreement. The City's request for proposals and Harter's response to same is also attached, incorporated and made a part of this Agreement.

Dated this _____ day of _____, 2020.

HARTER'S:

Harter's Trash & Recycling Inc.

By: _____
Authorized Representative

Municipality

MUNICIPALITY:
The City of La Crosse

By: _____
Timothy Kabat, Mayor

By: _____
Teri Lehrke, City Clerk