

2023-2024

YARD WASTE DISPOSAL SITES SERVICING AGREEMENT

THIS AGREEMENT entered into this 6th day of May 2022, by and between the City of La Crosse, Wisconsin through its Department of Public Works, hereinafter referred to as "City DPW", and Vernon Area Rehabilitation Center (VARC), Inc., a Wisconsin non-profit corporation with principal offices at 1133 Nelson Parkway Viroqua, WI 54665, Wisconsin, hereinafter known as "VARC".

WHEREAS, the City DPW is going to provide one-yard waste disposal site, which will be at Isle La Plume for the disposal of yard waste by the residents of the City of La Crosse, and one brush drop-off site which will also be at Isle La Plume for the disposal of brush, food organics, and cooking oil by the residents of the City of La Crosse, and

WHEREAS, VARC desires to furnish personnel for the maintenance, loading of the compactor, inspection loads of brush, providing literature and information to the public and other tasks with respect to said disposal sites.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN the parties as follows:

VARC shall furnish and schedule staff to provide one (1) staff and one (1) client at the yard waste and brush site for the hours the site is open. If additional staffing is needed due to demand, VARC will contact the city for approval. The city will reimburse for additional staffing at same rate as listed. The site shall be staffed 15 minutes before the site opens and 15 minutes after the site is closed to provide time for opening and closing the site. The staff provided shall be capable of handling all duties required for site operation, including lifting and emptying bags and cans of yard waste, operating a compactor, inspecting loads of brush, opening and closing gates, answering questions, handing out literature, and dealing diplomatically with the public.

SITE HOURS OF OPERATION:

Monday – Friday 11am-7pm

Saturday & Sunday 11am-4pm

When Daylight Saving Time ends the drop-off site will close at 6 pm on weekdays.

UNPAID HOLIDAY CLOSURES:

Easter Sunday

Memorial Day Monday

July 4th (Independence Day)

Monday, September 5th, (Labor Day)

VARC shall provide supervision as required for the on-site staff at no additional cost to the City which will include a supervisor on site at the time of opening.

VARC shall provide an on-call person to be available during the hours the site is open, and provide a cell phone number to the city for that person.

VARC shall assist the public in emptying yard waste into the compactor as required. VARC shall be responsible for enforcing yard waste site rules, such as: (1) all yard waste and organics shall be removed from unapproved bags; (2) brush and wood waste shall only be 8” diameter or smaller; and (3) garbage and unaccepted organic waste shall not be accepted.

VARC shall keep the area inside the fence at the yard waste and brush sites clean, orderly and free of debris, empty trash cans daily, keep lids closed on trash dumpsters.

VARC shall report to the City Recycling Coordinator forthwith when a yard waste container needs to be emptied, and report to the City's Recycling Department if there are any problems with the equipment or with the public.

VARC shall be responsible for opening and closing the yard waste and brush sites in conformance with hours established by the City.

VARC staff shall not permit residents to dispose of any items not accepted at the brush or yard waste site and provide residents with appropriate literature for proper disposal.

VARC shall answer resident's questions related to recycling yard waste, and hand out appropriate literature provided by the City.

The City shall pay VARC \$13.51 in per hour for each VARC employee work hour during the time the site is open, plus a 15 minute opening time and a 15 minute closing time in 2022. The rate provided herein shall cover all of VARC's wages, payroll taxes, worker's compensation, benefits and payroll costs.

The contract price for 2023 and 2024 will be adjusted with input from the Consumer Price Index for Urban Consumers, U.S. city Average, ~~not seasonally adjusted~~, all items, established by the U.S. Department of Labor using a base figure as given for December 2022 and 2023. No annual increase should be less than 2% and shall not exceed 5%, and is at the discretion of VARC and approval of The City. Any price adjustment shall be made effective of opening of the Brush and Yard Waste site of each contract year.

Invoices shall be mailed to: City of La Crosse Refuse and Recycling Department, 2000 Marco Drive, La Crosse, WI 54601. It being understood that the persons provided by VARC to staff the yard waste & brush sites shall not be considered employees of the City of La Crosse, but that VARC and the persons it provides shall at all times be considered an independent contractor.

The City reserves the right to increase or decrease site open hours depending upon public use and other factors.

The City shall provide staff training. The City will provide detailed written directions for site staff to support the training.

The City shall provide literature to be dispensed to the public that describes the City's recycling program.

The City shall be responsible for maintenance of the compactors, receiver containers, buildings, fence, signs, and other yard waste site equipment.

The City shall provide trash and recycling receptacle for yard waste bags and other trash, and shall be responsible for emptying these containers.

The City shall in the case of inclement weather, determine whether or not to close the Yard Waste Site, and inform VARC and their onsite staff of the City's decision.

The City shall provide a port-a-potty at the yard waste site.

This contract, however, may be cancelled by either party upon ten (10) days' prior written notice except that if VARC defaults in performance of this contract, or if The City defaults in payment as outlined in this contract, it may be cancelled on 24 hours' notice,

VARC further agrees to hold harmless the City of La Crosse, its officers, employees, agents and boards, from any and all liability, costs, claims, penalties and damages of any nature as a result of the acts or omissions of VARC and the personnel provided by VARC. VARC further agrees to provide evidence of public liability insurance to the City of La Crosse naming the City of La Crosse as additional insured in the amount of at least \$1,000,000.00.

The following are contacts for the City of La Crosse and VARC.

Elizabeth Filter, VARC (608) 637-3934 x1305

Risa Mauss, VARC (608) 637-3934 x1313

City of La Crosse Refuse & Recycling (608) 789-7508

after hours & weekends TBD

Witness:

Elizabeth Filter, VARC Inc.

Witness:

Char Wegner, Recycling Coordinator
City of La Crosse