



Staff Report

Agenda Item: Sedona Recycles, Inc. Agreement – Approval of an agreement with Sedona Recycles, Inc. for recycling drop off services in the Town of Clarkdale.

Staff Contact: Carlton Woodruff, Finance Director

Meeting Date: April 08, 2008

Background:

The Town of Clarkdale has contracted with Sedona Recycles, Inc. for drop off recycling services since 1999. Sedona Recycles, Inc. provides recycling bins in the Town and the hauling of these bins to their recycling center for separating and processing. The current agreement expired on February 27, 2008, but services have continued until a new agreement becomes effective or is cancelled. Agreements for recycling are renewed on an annual basis.

Charges for services will remain the same as the previous contract and are summarized as follows:

<i>Cardboard recycling 30 yard roll-off container</i>	<i>\$75 per pull</i>
<i>Newspaper, Office Pack, Magazines, Catalogs, And Phone Books 25 cu. yard bin</i>	<i>\$75 per pull</i>
<i>Glass and Plastics 12 bin trailer</i>	<i>\$75 per pull</i>

Monthly costs incurred by the Town are approximately \$375.00, with an average annual cost of \$4,500.00. This program is funded from revenue from the Sanitation fund and does not rely on General Fund monies.

Recommendation: Staff recommends Council approve the agreement with Sedona Recycles, Inc.

AGREEMENT FOR CONTRACTED SERVICES

This AGREEMENT is entered into by and between SEDONA RECYCLES, INC., a non-profit corporation of Sedona, Yavapai County, Arizona, hereinafter referred to as "RECYCLES" and the TOWN OF CLARKDALE, a municipal corporation, hereinafter referred to as "TOWN", this 8th day of April, 2008.

WHEREAS, the Town is a municipal corporation organized under the laws of the State of Arizona and entitled to provide services and enter into contracts for the purpose of obtaining services or benefits which it otherwise could not provide; and

WHEREAS, Sedona Recycles, Inc., is a non-profit corporation that provide services and programs that benefit the residents who reside within the local community; and

WHEREAS, the Town of Clarkdale desires to contract for certain services for the benefit of the residents of the Town, and Sedona Recycles, Inc., desires to provide to the Town certain services for the benefit of the residents of the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, and to the good and valuable considerations, the parties agree as follows:

1. Containers & Signing. RECYCLES will provide containers in which recyclable materials are to be collected. All bins shall be of a design approved by the TOWN. It is the responsibility of RECYCLES to provide signing indicating the type of material and requirements of recycling that material on each bin. In addition, signing is required stating general information about the operation of the site. Signing must be pre-approved by the Town Clerk.
2. Subcontractors. Subcontracting the work shall not be allowed without approval of the TOWN.
3. Recycling Center. All material collected shall be taken to RECYCLES facilities for the purpose of collecting, separating and processing various recyclable materials, including aluminum cans, steel cans, glass bottles and containers, cardboard, newspapers, and plastics and shall be responsible to pay the cost for operating said facilities.
4. Site & Site Maintenance. The site for collection of recyclable materials will be supplied by the TOWN. All necessary site improvements are to be made by the TOWN. It is the responsibility of the TOWN to provide monitoring and clean-up of the site, including recyclable or non-recyclable materials left outside of the bins.
5. Fees. The TOWN shall reimburse RECYCLES for such service. This amount shall be based on the following table:

Item	Cost
Hauling & Recycling Cardboard per 30 yd. roll-off container	\$75 per pull
Hauling & Recycling Newspaper, Office Pack, Magazines, Catalogs & Phone Books per 25 cu. yard Bin	\$75 per pull
Hauling and Recycling per 12 bin Trailer (Clear Glass, Colored Glass, Frosted Plastic, Colored Plastic, Clear Plastic, Tin.)	\$75 per pull

Amounts due shall be paid in twelve (12) monthly installments, based on actual pick-ups.

6. **Hauling Frequency.** Hauling frequency will be as needed (when the bins are full). Bins must be returned within four hours of removal.
7. **Reports.** For each monthly billing period, a report must be submitted by RECYCLES stating the quantity of each material taken to the recycle center. This will be in a format approved by the Town. Documentation also may be requested by the TOWN to verify actual costs.
8. **Cancellation.** Either party may cancel this Agreement, without penalty, upon thirty (30) days written notice to the other party.
9. **Term.** The term of this agreement is from April 1, 2008 to March 31, 2009. At the TOWN's option with the approval of RECYCLES, this contract may be extended for one additional year. An increase in unit costs shall be negotiated and approved by the Town Council at the start of the extended contract period.
10. **ADA & Anti-discrimination.** RECYCLES acknowledges its responsibility to conform to the American with Disabilities Act of 1990 (ADA) and the Rehabilitations ACT of 1973 as amended. This includes prohibiting discrimination against the handicapped in employment, programs, services and activities and making reasonable accommodations to allow their full and equal access to all such employment programs, services, and activities.
11. **Permits, Fees and Licenses.** RECYCLES will secure and pay for all applicable Federal, State, County, and local permits and licenses, including a Town business License, and comply with all applicable Federal, Sate, County and local laws, codes, ordinances, regulations, and safety standards.
12. **Entire Agreement.** This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This instrument may be amended only in writing agreed to by the parties.

13. **Binding.** This Agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees and successors.
14. **Independent Contractor.** The parties agree that RECYCLES provides specialized services and enters into this contract with the TOWN as an independent contractor. Nothing in this contract shall be construed to constitute RECYCLES, nor any of its personnel, volunteers, or directors, being agents, employees or representatives as the TOWN. As an independent contractor, RECYCLES is solely responsible for all labor and expenses in connection with this agreement and for any and all damages which may arise during the operation of this agreement.
15. **Insurance & Liability:** RECYCLES shall carry appropriate insurance in insurance limits sufficient to protect the Town in the event a claim is made against the Town. RECYCLES assumes and agrees to hold harmless, indemnify and defend the TOWN, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions for recovery, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both, occurring during, or in consequence, of the performance by the bidder of this contract where such injury or damage is due to any defect in goods delivered hereunder, or to the action or negligence of RECYCLES, its employees, subcontractor, or agents. The TOWN assumes no liability, obligation, or responsibility of any nature, whatsoever, in connection with this contract except for payment of price or consideration as stated or referred to herein.

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

TOWN OF CLARKDALE

By: _____
 Doug Von Gausig, Mayor
 Town of Clarkdale
 Post Office Box 308
 Clarkdale, AZ 86324-0308
 (928) 639-2400

ATTEST:

 Kathy Bainbridge, Town Clerk

SEDONA RECYCLES, INC.

By: _____
 Jill McCutcheon , Administrative Manager
 2280 Shelby Drive
 Sedona, AZ 86336
 (928) 204-1185