

SOLID WASTE COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2024, by and between THE CITY OF BRITTON, a municipal corporation of the State of South Dakota, duly organized and existing under and by the laws of the State of South Dakota, hereinafter referred to as "CITY", and Lehr Sanitation Service LLC., of Britton, Marshall County, South Dakota a limited liability company organized and existing under and by the laws of the State of South Dakota, hereinafter referred to as "CONTRACTOR";

WHEREAS, CITY, after requesting bids for the hauling of solid waste within the City of Britton, and upon receiving the lowest responsible bid from CONTRACTOR, did at a regular city council meeting on June 4, 2024, accept the bid of CONTRACTOR to haul solid waste for the City of Britton,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement is for the collection and disposal of residential solid waste within the jurisdiction of the City of Britton as provided by the laws of the State of South Dakota and will include weekly residential garbage pickup and disposal (see Britton Municipal Code Ch. 8.04). **Also included is the collection of large items such as white goods picked up at residences,** leaves in bags and branches in 4-foot bundles, 5 city dumpsters located at City Hall, City Shop, Swim Pool, RV Park, and Ball Diamond, and one annual citywide cleanup. With regard to citywide cleanups, all items will be hauled by city residents to a specific location decided upon by the Public Works Supervisor and shall be hauled away within 48 hours. There shall be 2 empty roll offs at the cleanup collection site at all times during citywide cleanups.
2. This Agreement shall be for the period of three consecutive years commencing on the 1st day of July 2024 and continuing to and through the 31st day of June 2027. Payment will be made in twelve (12) monthly installments per year by the tenth (10th) of the month following the service.
3. The term "solid waste" shall mean all garbage, rubbish, rubble, and refuse as those terms are defined in the Britton Municipal Code, and all terms, conditions, and definitions as used in this Agreement shall be as provided for and interpreted under the Britton Municipal Code as the same shall be in effect at the time of the execution of this Agreement, provided that CITY may, from time to time and in its absolute discretion, make necessary changes in the terms of said ordinances, and all such changes shall be incorporated into this Agreement.
4. CONTRACTOR agrees to collect all solid waste, as above described, within the jurisdiction of the City of Britton, and shall be paid \$20.00 for 542 collections monthly. Should CONTRACTOR miss collecting any solid waste it will be CONTRACTOR'S responsibility to return and collect that solid waste BY 5:00 P.M. or a \$200.00 fine will be assessed, non-collection due to inclement weather excluded. If non-collection is due to inclement weather, CONTRACTOR shall return and collect said solid waste as soon as practicable.
5. CONTRACTOR shall offer a contract to commercial businesses within the City for collection of solid waste.
6. CONTRACTOR will be paid in thirty-six (36) monthly installments, with each installment to be paid in full on or before the 10th day of the month following the solid waste pickup provided by CONTRACTOR.
7. CONTRACTOR expressly declares and agrees that it is an independent contractor, solely responsible for the purchase, maintenance, and servicing of its equipment, and CONTRACTOR shall furnish all equipment and human resources necessary to perform this Agreement. Neither CONTRACTOR nor anyone employed by CONTRACTOR shall be, act or purport to act, or be deemed to be CITY's agent, representative, employee, or servant. CITY shall in no way or manner direct the conduct of the work under this Agreement and CITY acknowledges that the performance of this Agreement is within the sole and exclusive control of CONTRACTOR.

8. CONTRACTOR shall not be responsible for the billing or collection of the charge for the service performed, which will be the sole obligation of CITY. CITY assumes all responsibility for the collection of the solid waste hauling service charge, which will be assessed against the individual residences.
9. CONTRACTOR will, within 30 days of acceptance of this Agreement, furnish to CITY a performance bond issued by an authorized South Dakota bonding company in the amount of \$50,000.00, which bond will be conditioned upon the faithful performance of this Agreement on behalf of CONTRACTOR.
10. CONTRACTOR shall, at all times throughout the duration of this Agreement, maintain liability insurance in the amount of \$1,000,000 combined single limits. CONTRACTOR must name CITY as additional insured. CONTRACTOR shall furnish to CITY a certificate of insurance showing that the insurance requirements under this paragraph are being maintained in full force and effect. CONTRACTOR shall immediately notify CITY of any changes in their required insurance coverage.
11. CONTRACTOR shall make a minimum of one (1) collection per week of all said solid waste from all residences as required hereunder. CONTRACTOR shall fully comply with all federal, state, county, and city ordinances, statutes, laws, and regulations.
12. The CONTRACTOR agrees that in hauling the solid waste to be hauled under this Agreement, it will not use a garbage truck(s) whose maximum capacity shall exceed eighteen (18) yards. Trucks which provide garbage collection service to commercial establishments shall not exceed a maximum capacity of twenty-six (26) yards. All such trucks will have a watertight metal tank and shall be covered so that not more than one-half of any truck can be uncovered at any one time. The cover shall be fully closed while the truck is traveling between place of collection and place of transfer disposal. CONTRACTOR further agrees that such garbage truck(s) shall be licensed and shall be operated in compliance with all federal, state, county, and city licensing and operating statutes, laws, ordinances, and regulations.
13. CONTRACTOR agrees that it will not collect garbage or rubbish between the hours of 7:00 o'clock p.m. and 7:00 o'clock a.m. the following day.
14. All solid waste being hauled under this Agreement, upon being removed from the premises where produced or accumulated, shall become the property of CONTRACTOR until properly disposed of, and in disposition thereof CONTRACTOR agrees to dump such solid waste only in authorized dumping disposal areas.
15. CONTRACTOR shall not use an operating or license name containing the words "CITY OF BRITTON", "CITY", or other such words which would imply municipal ownership.
16. CONTRACTOR shall be responsible for solid waste collection on the curbside adjacent to a street or in the alley readily accessible to CONTRACTOR. CONTRACTOR shall not be required to enter the private premises of a resident property owner or at any time trespass across private property to remove solid waste.
17. CONTRACTOR shall not litter upon any public or private premises or any public or private way while making collection, nor allow solid waste to blow or fall from any vehicle used for collection and hauling.
18. CITY reserves the right to revoke and cancel this agreement on thirty (30) days' written notice in the event of default in the performance of any term of this agreement by CONTRACTOR.
19. CONTRACTOR shall not assign any interest in this contract without the prior approval of CITY nor shall CONTRACTOR enter into any subcontracts or any other licensing agreements respecting the rights under the Agreement without the prior written approval of CITY.

20. In the event CONTRACTOR shall be determined bankrupt, whether voluntary or involuntary, or shall make an assignment to creditors, then this agreement shall immediately be terminated and declared null and void at the option of CITY.
21. CONTRACTOR shall obtain, at its sole expense, any and all permits and licenses which shall be required of it to operate lawfully under this Agreement.
22. CONTRACTOR shall unconditionally and absolutely indemnify, defend, and hold harmless CITY from and against any and all liabilities, claims, losses, deficiencies, judgments, damages, costs, and expenses of every kind and nature, including, without limitation, reasonable attorneys' fees and disbursements and court costs arising out of, or related to, or in any manner incurred in connection CONTRACTOR's performance of this agreement, conditions created under this agreement, or due to any violation of any federal, state, county, or city ordinances, statutes, laws, and/or regulations.
23. CONTRACTOR shall maintain proper workmen's compensation and unemployment coverage upon its employees and furnish CITY with proof of such coverage.
24. CONTRACTOR shall pay all federal, state, and local taxes which may be assessed or imposed upon CONTRACTOR, and further assumes full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under federal, state, or local law or regulation, including but not limited to, workmen's compensation, unemployment insurance compensation, social security, and income tax laws related to CONTRACTOR's performance under this Agreement.
25. Each individual executing this Agreement represents that he has full authority to bind the entity for which he signs to all terms and conditions of this Agreement. Each of the parties hereto represents that such party has full authority on behalf of such entity to enter into this Agreement. Each party agrees to provide evidence of such authority upon request by the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

CITY OF BRITTON

LEHR SANITATION SERVICE, LLC

By: _____
Mayor

By: Glenn Lehr
Its: Member

ATTEST:

By: _____
Finance Officer