

## AGREEMENT

THIS AGREEMENT is made and entered into this 22<sup>nd</sup> day of September, 2015, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA - CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to and the City Council has approved such expenses within the 2015-2016 fiscal year's budget adopted by City Council on September 8, 2015 to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.

(B) Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

(K) Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Twenty-Five Thousand and No/100 Dollars (\$25,000.00) annually and a one-time payment of Five Thousand and No/100 Dollars (\$5,000.00) for a total contract price of Thirty Thousand Dollars and No/100 (\$30,000.00) Payment shall be made in four (4) quarterly installments of Six Thousand Two Hundred and Fifty Dollars and No/100 (\$6,250.00) with the first installment due and payable upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council. The first installment will include the above stated one-time payment of Five Thousand Dollars and No/100 (\$5,000.00), thus totaling Eleven Thousand Two Hundred and Fifty Dollars and No/100 (\$11,250.00).

3. TERM. This agreement shall take effect on October 1, 2015, after its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2016.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

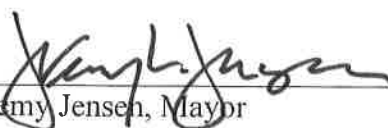
5. TERMINATION. Either party may terminate this contract upon sixty (60) days written notice to the other party.

6. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

By:

  
\_\_\_\_\_  
Jeremy Jensen, Mayor

Attest: RaNaee Edwards  
RaNaee Edwards, City Clerk

GRAND ISLAND AREA - CLEAN  
COMMUNITY SYSTEM

By: L. Denise McGovern-Gallagher  
L. Denise McGovern-Gallagher, Executive Director

STATE OF NEBRASKA    )  
  ) ss  
COUNTY OF HALL        )

On September 14, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. Denise McGovern-Gallagher, Executive Director of the Grand Island Area - Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



RaNaee Edwards  
Notary Public