

Service Agreement to privatize convenience centers.  
Approved at the June 7<sup>th</sup> Board of Commissioners Meeting (not executed).

NORTH CAROLINA  
HAYWOOD COUNTY

**SERVICE AGREEMENT**

**THIS AGREEMENT** made and entered into this the \_\_\_\_ day of June, 2010, by and between **THE COUNTY OF HAYWOOD**, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina, (hereinafter referred to as "County"), and **CONSOLIDATED WASTE SERVICES, LLC**, a company duly organized and existing and authorized to transact business within the State of North Carolina, (hereinafter referred to as "CWS").

**WITNESSETH:**

**WHEREAS**, County has for several years operated convenience centers located in Haywood County, North Carolina and has contracted certain services from CWS for the compactors, recyclable containers and transport of refuse to designated locations within the county;

**WHEREAS**, the parties hereto desire to enter into this Agreement for the performance of various additional services in connection with the operation of the Convenience Centers.

**NOW, THEREFORE**, the parties hereto, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, each to the other paid, the receipt of which is hereby acknowledged, to hereby contract and agree, each with the other, as follows:

(1) Effective July 1, 2010, CWS, will furnish a sufficient number of personnel to handle solid waste and recycling collection at the ten (10) Convenience Centers, so that overflow of the containers will not occur, including payment of all compensation and benefits for the employees, and provision of all supervision, safety supplies and uniforms for such employees. Further, CWS will clean up and pick up all trash and debris around all Convenience Centers each time a container is emptied and shall maintain the sites reasonably free from litter and debris.

(2) CWS will staff each Convenience Center designated by the County with an employee during the normal Convenience Center business hours. The normal hours that each center will be open to the public are 7:00 a.m. to 5:00 p.m., Monday through Saturday with the current schedule of operations as specified by the Solid Waste Director. CWS shall make a reasonable effort to hire the current county employees who currently man the Convenience Centers.

(3) The County will be responsible for all utility expenses and will provide cell phones for the CWS staff at the Convenience Centers.

(4) It is understood and agreed that CWS will supervise the receipt of residential solid waste and recyclables and assist residents by directing them to the proper containers.

(5) It is specifically understood and agreed that CWS shall operate the Convenience Centers and supervise its employees to insure the proper and efficient collection and hauling of trash to the White Oak Landfill or Materials Recovery Facility, and shall comply with all terms, conditions, and prohibitions contained in the Haywood County Solid Waste Ordinance, the governing ordinance at the utilized disposal location and all applicable State and Federal laws and regulations..

(6) For the staffing of the Convenience Centers and other services described herein, the County shall pay to CWS the sum of \$25,988.75 per month. The County may elect, from time to time, to close one or more of the Convenience Center sites or adjust the hours of operation. In the event of such closure, the charges set forth herein shall be adjusted accordingly thru further agreement between the parties.

(7) The fees set forth in paragraph (6)) shall be adjusted annually to reflect changes in the cost of doing business as measured by the Consumer Price Index for the region. The fees shall be adjusted annually to be effective July 1<sup>st</sup> of each year during the term of this Agreement. The first annual adjustment shall be made for the period beginning July 1, 2011, and shall use the October 2011 CPI as compared to the October 2010 CPI to compute the rate adjustment. The October CPI for each successive year shall also be used to compute the adjustment. Any annual increase shall not exceed three percent (3%), without the consent of the Haywood County Board of Commissioners.

(8) CWS shall furnish satisfactory evidence to County that all employees employed by CWS and working within County are covered by appropriate worker's compensation insurance coverage as required by the laws of he State of North Carolina and shall further furnish satisfactory evidence of liability insurance with limits of at least \$1,000,000.00 general liability, \$1,000,000.00 automobile liability, \$4,000,000.00 excess liability umbrella and statutory limits for worker's compensation.

(9) The term of this Agreement shall begin on July 1, 2010 and shall continue for a five-year period to and including June 30, 2015. This Agreement shall be renewed automatically for five (5) additional years, subject to satisfactory performance by CWS, provided, however, that either party may terminate this Agreement upon ninety (90) days advance written notice to the other party.

(10) CWS agrees to be solely responsible for any and all acts of negligence by its agents, contractors and employees and to maintain liability insurance in the amounts set forth above, and to indemnify and save the County harmless from any and all civil liability whatsoever arising out of the operation of the vehicles and equipment of CWS and any of its agents, contractors and employees of CWS as well as any and all civil liability whatsoever arising out of all other work performed by such agents, contractors and employees at the Convenience Centers. CWS shall obtain and maintain a comprehensive liability insurance policy from an insurance carrier in an amount not less than the coverage's stated in Section 8 of this Agreement, naming the County as an additional loss payee, and shall promptly furnish the County with a copy of all such insurance policies. .

(11) CWS shall abide by all Federal, State and local laws, municipal ordinances, and shall abide by all rules and regulations of all authorities or administrative agencies having jurisdiction over the type of work performed by CWS hereunder.

(12) All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail with return receipt requested to:

CWS: Consolidated Waste Services, LLC  
61 Azalea Drive  
Weaverville, North Carolina 28787

COUNTY: The County of Haywood  
215 North Main Street  
Waynesville, North Carolina 28786

Or to any subsequent address which either may designate for such purpose. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

(13) This Agreement constitutes the entire agreement between the parties hereto, and all contracts and agreements between the parties hereto have been reduced to writing and incorporated herein.

**IN WITNESS WHERE OF**, the respective parties hereto have hereunto caused these presents to be executed in their names and their seals to be hereunto affixed by authority of their duly constituted boards of directors or commissioners in duplicate originals on the day and year first above written.

COUNTY OF HAYWOOD

By: \_\_\_\_\_  
James W. Kirkpatrick III, Chairman

Attest:

\_\_\_\_\_  
Marty Stamey, Clerk to Board

CONSOLIDATED WASTE SERVICES, LLC

By: \_\_\_\_\_  
Scott Welch, President

Attest:

\_\_\_\_\_  
Secretary

