

Grants & Contracts - Transmittal Memo

DATE: June 27, 2019

FROM: Purchasing Division, Contracts

TO: Patrick Irby

CONTRACT #: 11292

VENDOR: Kessler Consulting, Inc.

DESCRIPTION: #11292 Kessler Consulting, Inc. professional services agreement for solid waste collection, recycling, special waste and reduction programs.
RFP 16-1984 FL Manatee County

APPROVED BY: Board of County Commissioners

APPROVAL DATE: June 25, 2019

RECEIVED ON: June 27, 2019

TERM START: June 25, 2019

TERM END: September 30, 2020

AMOUNT: NTE \$124,520.00

RFP/BID #: 16-1984 FL Manatee County

GMW: Yes

POR #
(ENCUMBERANCE):

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ALACHUA COUNTY
AND KESSLER CONSULTING INC., FOR SOLID WASTE COLLECTION,
RECYCLING, SPECIAL WASTE AND REDUCTION PROGRAMS**

THIS AGREEMENT is entered into this 25th day of June, 2019 between **Alachua County**, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **Kessler Consulting, Inc.**, doing business at **14620 N. Nebraska Ave, Bldg. D, Tampa FL 33613** hereinafter referred to as "Professional". Collectively, the County and the Professional shall be referred to herein as the "Parties".

WITNESSETH

WHEREAS, in 2016 the Manatee County, Financial Management Department Purchasing Division issued Request for Proposal (RFP) # 16-1984FL seeking individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Professional Services for Solid Waste Collection, Recycling, Special Waste and Reduction Programs; and

WHEREAS, after evaluating and considering all timely responses to RFP # 16-1984FL, the Manatee County, Financial Management Department Purchasing Division, identified the Professional as the top ranked firm and awarded the Bid and subsequent Contract; and

WHEREAS, the County accepts the procurement process executed by Manatee County, Financial Management Department Purchasing Division, and desires to employ the Professional to provide the services described in RFP # 16-1984FL to the County; and,

WHEREAS the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.** This Agreement is effective upon execution by both Parties (the "Effective Date") and shall continue through September 30, 2020 (the "Initial Term") unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for 2 additional 1 year terms at the terms and conditions contained in this Agreement.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with

Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:
 - 2.1. The Professional is professionally qualified to act as the professional for the Project;
 - 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;
 - 2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be conducted;
 - 2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable laws, codes, and regulations;
 - 2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state, and local codes and regulations.
 - 2.6. The Professional acknowledges and agrees that the County's review or inspection of the Services performed by Professional shall in no way diminish the Professional's obligations to perform the Services in full compliance with the requirements of this Agreement nor shall it diminish Professional's warranty pertaining to the Work.
3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit "1" Scope of Service** and in **Exhibit 1-"A", Project Schedule**.
4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Exhibit "2."**
5. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.
 - 5.1. The Professional shall be paid a sum that SHALL NOT EXCEED One Hundred Twenty Four Thousand, Five Hundred and Twenty Dollars (\$124,520.00) during the Initial Term of the Agreement ("Contract Price"), unless approved by the Board of County Commissioners.
 - 5.2. Payments shall be based on the Project Tasks and Deliverables outlined in **Exhibit 1 and 1-A** and the Project Budget outlined in **Exhibit 1-B**
 - 5.3. If the Professional's duties, obligations, and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation may be paid as provided based on hourly costs in **Exhibit "1-B."**

5.4. As a condition precedent to being owed any payment under this Agreement, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for Services properly rendered and expenses due based on the Tasks and deliverables in **Exhibit 1** and **1-A**. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for Services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Alachua County Solid Waste and Resource Recovery
Attn: Director of Solid Waste & Resource Recovery
5620 NW 120th Lane
Gainesville, Florida, 32601

5.5. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.6. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Kessler Consulting, Inc.,
14620 N. Nebraska Ave, Bldg. D,
Tampa FL 33613

6. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed received two (2) business days after mailing, unless delivery is by personal deliver in which case delivery shall be deemed to

occur upon actual receipt by the other party. For purposes of all notices, Professional's and County's representatives are:

County:
Director of Solid Waste & Resource Recovery
Alachua County Solid Waste and Resource Recovery
5620 NW 120th Lane
Gainesville, Florida, 32653

Professional:
Mitch Kessler
Kessler Consulting, Inc.,
14620 N. Nebraska Ave, Bldg. D,
Tampa FL 33613

A copy of any notice, request, or approval to the County must also be sent to:

J. K, "Jess" Irby Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
Attn: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

7. Default and Termination.

7.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Director of Solid Waste and Resource Recovery is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

7.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as

may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

- 7.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

8. Project Records.

8.1.General Provisions:

- 8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 8.1.2. In accordance with §119.0701, Florida Statutes, the Professional, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 8.1.3. Professional shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

8.2. Confidential Information:

- 8.2.1. During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
- 8.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.
- 8.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 8.4. **Compliance:** A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY

REPRESENTATIVE AT E-MAIL pirby@AlachuaCounty.us , PHONE: (352) 374-5245 OR US MAIL AT 5620 NW 120th Lane, Gainesville FL, 32653

9. **Ownership of Deliverables.** All project deliverables, document, and any intellectual property created, authored, invented or developed by the County or the Professional during the term of this Agreement and as part of its work for the County, are the sole property of the County and may be used by the County for any purpose. The Professional shall assign to the County any and all intellectual property authored, created, reduced to practice or invented during the performance of this Agreement.
10. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "3."** A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.
11. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
12. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, County policies, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, County policies, codes, rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, County policies, codes, rules and regulations, the Professional remains responsible for compliance and liable for any violation and all subsequent damages or fines.

13. Indemnification

15.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants, or assigns.

15.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations

15.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

15.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

15.2 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

14. **Standard of Care.** The Services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar Services at the time and place such Services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
15. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
16. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
17. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
18. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
19. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
20. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the

award or making of this Agreement.

21. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
22. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
23. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
24. **Governing Law and Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.
25. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
26. **Amendments.** The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties.
27. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
28. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
29. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is acknowledged and agreed that both Parties have substantially contributed to the preparation of this Agreement.
30. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Charles Chestnut IV
Charles Chestnut, IV, Chair
Board of County Commissioners
Date: June 25, 2019

ATTEST:

Jess Irby, D.E.
J.K. "Jess" Irby Esq,
Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: [Signature]
Print: MITCH KESSLER
Title: PRESIDENT

PROFESSIONAL

By: [Signature]
Print: MITCH KESSLER
Title: PRESIDENT & SECRETARY
Date: 5/16/19

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT 1: Scope of Services

1. The Professional shall provide services for the planning, evaluation, and development of solid waste collection, recycling, and reduction programs. The focus is to identify Zero Waste strategies that will assist the County and associated municipalities in meeting their objectives.

2. Project Tasks:

- 2.1. **Task 1, Baseline Assessment:**

- 2.1.1. The Professional shall compile a baseline of the existing County solid waste systems. The baseline information will utilize existing information from the County and reports recently prepared by the County. The information shall be updated utilizing recent data. Benchmarking the existing solid waste systems will lay the foundation for identifying additional waste reduction/diversion opportunities.

- 2.1.2. **Activities:**

- 2.1.2.1. Participate in a kick-off call with County and City staff to initiate the project, review the project timeline and responsibilities, and discuss available information for review.

- 2.1.2.2. Prepare a list of information and data needed and submit to the County and City. Such information will include, but not be limited to, that listed below.

- 2.1.2.2.1. Tonnage data for the last three years, including data for solid waste, recyclable materials, yard waste, construction and demolition (C&D) debris, white goods, household hazardous waste, etc. by source (i.e., residential, commercial, etc.) and final disposition of these wastes and recycling streams, whether at public or private facilities

- 2.1.2.2.2. Florida Department of Environmental Protection Annual Solid Waste Report including the DEP Workbook and any backup documentation

- 2.1.2.2.3. Waste composition data and reports

- 2.1.2.2.4. Current solid waste contracts and contractor fees

- 2.1.2.2.5. Current organizational chart of the solid waste departments

- 2.1.2.2.6. Solid Waste Ordinances and other policies pertaining to solid waste and any recent planning documents regarding solid waste

- 2.1.2.2.7. Existing education and outreach materials

- 2.1.2.3. Review and evaluate the information and data provided, consulting with County and

City staff as needed for clarification.

2.1.2.4. Prepare a technical memorandum summarizing the existing solid waste systems.

2.1.3. Task 1 Deliverable: Technical Memorandum

2.2. Task 2: Zero Waste Strategies Analysis and Draft Report

2.2.1. Based on the status of waste reduction and recycling in the County, the Professional shall analyze policies, programs, and infrastructure that offer the greatest potential waste reduction/diversion opportunities to the County.

2.2.2. Activities: The Professional shall:

2.2.2.1. Identify policy, program, and infrastructure strategies intended to maximize waste reduction/diversion.

2.2.2.2. Participate in a call with County and City staff to discuss and identify policy, program, and infrastructure strategies to include in the analysis.

2.2.2.3. Conduct a planning-level analysis of the selected policy, program, and infrastructure strategies to identify those most viable or having the greatest waste reduction/diversion potential for the County and City. Such evaluation will include pros and cons, case studies from comparable communities (where available), estimated potential waste reduction/diversion impacts, other potential environmental impacts, potential public and/or private partnerships, and an order of magnitude assessment of cost (not a full financial or cost analysis).

2.2.2.4. Based on this analysis, develop a preliminary strategy and timeline to put the County and City on the path to Zero Waste. The timeline will be organized in short-term, mid-term, and long-term actions.

2.2.2.5. Prepare a preliminary draft Zero Waste Strategy Report for review and discussion with County and City staff.

2.2.2.6. Participate in a call with County and City staff to review the preliminary draft Zero Waste Strategy Report and revise the draft plan as appropriate.

2.2.3. Task 2 Deliverables:

2.2.3.1. Initial list of Zero Waste policy, program, and infrastructure strategies

2.2.3.2. Preliminary draft Zero Waste Strategy Report

2.2.3.3. Revised draft Zero Waste Strategy Report

2.3. Task 3: Stakeholder Input

2.3.1. Throughout the project, the Professional will maintain frequent communication with County and City staff regarding the project status and technical aspects of the work. Additionally, the Professional will work with County and City staff to obtain input from other stakeholders including County and City staff, the public, and elected officials. Such input is important not only to customize the plan to the needs of the County and City, but also to foster partnerships and achieve buy-in to the concept of Zero Waste.

2.3.2. **Activities:** The Professional shall:

2.3.2.1. Participate in project team calls every other month or as needed.

2.3.2.2. Participate in a brainstorming meeting with County and City staff to discuss potential Zero Waste strategies, implementation concerns, and overcoming obstacles to Zero Waste.

2.3.2.3. Participate in a meeting with Zero Waste Gainesville to discuss common objectives and potential strategies.

2.3.2.4. Participate in a public meeting to obtain citizen and business input on Zero Waste strategies.

2.3.2.5. Debrief with County and City staff after meetings.

2.3.2.6. Use the input obtained during these meetings when conducting project work.

2.3.2.7. Prepare a PowerPoint presentation summarizing the draft Zero Waste Strategy Report.

2.3.2.8. Present the draft Zero Waste Strategy Report to a joint meeting of County and City Commissioners.

2.3.3. **Task 3 Deliverables:**

2.3.3.1. Participation in project team calls

2.3.3.2. Up to four site visits to participate in up to two days of stakeholder meetings per visit.

2.3.3.3. PowerPoint presentation

2.3.3.4. Presentation at joint County/City Commission meeting

2.4. Task 4 Final Zero Waste Strategy Report and Next Steps

2.4.1. Finalizing the Zero Waste Strategy Report is only the beginning. The Professional shall identifying next steps toward implementing the plan is equally important to progress with the effort toward Zero Waste.

2.4.2. **Activities:** The Professional shall:

2.4.2.1. Participate in a call with County and City staff to debrief on the joint County/City Commission meeting, discuss final revisions to the draft Zero Waste Strategy Report, and identify next steps for implementation.

2.4.2.2. Finalize the Zero Waste Strategy Report based on comments from County and City staff and feedback from elected officials.

2.4.3. **Task 4 Deliverables:**

2.4.3.1. Debriefing call with County and City staff

2.4.3.2. Final Zero Waste Strategy Report

Exhibit 1-A Tentative Project Schedule

Task #	Action	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
1	Kick-off call									
1	Information request; data review									
1	Technical memorandum									
2	List of Zero Waste policy, program, and infrastructure strategies									
2	Call with client to identify strategies for analysis									
2	Planning-level analysis of the selected strategies									
2	Preliminary draft Zero Waste Plan									
2	Call with clients to review and discuss preliminary plan									
2	Revised draft Zero Waste									
3	Bimonthly project team calls									

3	Stakeholder meetings									
3	PowerPoint presentation									
3	Presentation at joint County/City Commission meeting									
4	Call with clients to debrief and identify next steps									
4	Final Zero Waste Plan									

EXHIBIT 1-B: Project Budget

LABOR							
Task #		1	2	3	4		
CATEGORY (NAME)	HOURLY RATE	Baseline Assessment	Zero Waste Strategies Analysis & Draft Report	Stakeholder Input	Final Zero Waste Strategy Report & Next Steps	TOTAL HOURS	TOTAL DOLLARS
Principal	\$200.00	6.0	12.0	90.0	6.0	114.0	\$22,800
Project Director	\$170.00	30.0	98.0	122.0	16.0	266.0	\$45,220
Project Manager	\$160.00	0.0	24.0	0.0	0.0	24.0	\$3,840
Senior Consultant II	\$140.00	0.0	0.0	0.0	0.0	0.0	\$0
Senior Consultant I	\$110.00	80.0	200.0	58.0	16.0	354.0	\$38,940
Consultant I	\$95.00	0.0	50.0	0.0	0.0	50.0	\$4,750
Research Analyst II	\$85.00	0.0	0.0	0.0	0.0	0.0	\$0
Research Analyst I	\$75.00	8.0	36.0	8.0	0.0	52.0	\$3,900
Administrative Support	\$60.00	2.0	6.0	10.0	4.0	22.0	\$1,320
SUBTOTAL LABOR HOURS		126.0	426.0	288.0	42.0	882.0	\$120,770
SUBTOTAL LABOR DOLLARS		\$15,820	\$52,710	\$46,320	\$5,920		\$120,770

DIRECT COSTS						
Travel			\$3,750			\$3,750
SUBTOTAL DIRECT COST	\$0	\$0	\$3,750	\$0		\$3,750

TOTAL PROJECT BUDGET						
LABOR + DIRECT COST	\$15,820	\$52,710	\$50,070	\$5,920		\$124,520

EXHIBIT 2: Duties of the County

- 1. Provide requested records and documents to Professional.**
- 2. Provide direction to Professional when necessary.**
- 3. Deliver Final Zero Waste Strategy Report to Board of County Commissioners**

EXHIBIT 3: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials,

employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 3-A: Certificate of Insurance

Kessler Consulting, Inc.

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Kessler Consulting, Inc., a
(insert name of company)

Florida

(insert state of incorporation)

corporation (the "Corporation"), at a duly and properly
held meeting on the 16th day of May, 2019, did hereby consent to, adopt,

ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good
standing under the laws of the State of Florida and is authorized to do
business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute
and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of
the Corporation listed below are hereby authorized and empowered, acting along, to sign,
execute and deliver any and all contracts and documents on behalf of the Corporation, and to
do and take such other actions, including but not limited to the approval and execution of
contracts, purchase orders, amendments, change orders, invoices, and applications for
payment, as in his or her judgment may be necessary, appropriate or desirable, in connection
with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

NAME

Mitch Kessler

Mitch Kessler

TITLE

President

Secretary

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 16th day of May, 2019, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)



Secretary of the Corporation

By: _____

MITCH KESSLER

(Print Secretary's Name)

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Redassification Journal Type
7600 - Solid Waste	2019-00002846	BA	GL	06/03/2019	BCC-move budget from reserves for Kessler			
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount		
06/03/2019	148.04.0440.590.99.20	Other Nonoperating - Other Uses Appropriated Reserves	BCC-move budget from reserves for Kessler		.00	25,000.00		
06/03/2019	148.76.7600.534.31.00	Professional Services	BCC-move budget from reserves for Kessler		25,000.00	.00		
06/03/2019	403.04.0440.590.99.20	Other Nonoperating - Other Uses Appropriated Reserves	BCC-move budget from reserves for Kessler		.00	7,000.00		
06/03/2019	403.76.7610.534.31.00	Professional Services	BCC-move budget from reserves for Kessler		7,000.00	.00		
06/03/2019	405.04.0440.590.99.20	Other Nonoperating - Other Uses Appropriated Reserves	BCC-move budget from reserves for Kessler		.00	43,000.00		
06/03/2019	405.76.7620.534.31.00	Professional Services	BCC-move budget from reserves for Kessler		43,000.00	.00		
					Number of Entries: 6			
					\$75,000.00		\$75,000.00	



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Board Room
12 SE 1st Street, 2nd Floor
Gainesville, Florida
June 11, 2019 BoCC Agenda

6/25

Agenda Item #37.

Agenda Item Name:

Agreement for Professional Services between Alachua County and Kessler Consulting Inc., for Solid Waste Collection, Recycling, Special Waste and Reduction Programs

Presenter:

Patrick Irby

Item Description:

Agreement for Professional Services between Alachua County and Kessler Consulting Inc., for Solid Waste Collection, Recycling, Special Waste and Reduction Programs.

Recommended Action:

Approve agreement, approve budget amendment to move funds from Solid Waste Reserves and authorize Chair to sign.

Prior Board Motions

At the August 6, 2018, BOCC/City of Gainesville Joint Commission meeting staff was directed to work with the City on a Zero Waste plan. This agreement concludes with the creation of that plan.

Fiscal Consideration:

There is currently \$50,574 in available budget in the Waste Alternatives Fund, account 405.76.7620.534.31.00. The remainder of the 75% of this contract (\$43,000) would come from reserves with approval of the attached budget amendment for a total of \$93,574 in funds available. The remaining 25% would come from the MSBU (20%) and Rural Collection Center (5%) Funds reserves with \$25,000 being moved to 148.76.7600.534.31.00 and \$7,000 being moved to 403.76.7610.534.31.00.

Background:

As the State of Florida, Alachua County, and the City of Gainesville have worked to meet the recycling goal established by the State of recycling 75% of waste by Dec. 31, 2020, significant interest in the concept of Zero Waste has arisen. Zero Waste however can have many definitions and can be addressed in many different ways. One communities solution may not work for another. It is very dependent on the what resources are available, what programs already exist, the level of citizen participation, etc. Kessler Consulting is recognized as one of the premier solid waste consulting firms in the region and has created Zero Waste Plans for other communities. Through this agreement they will work with County and City staff to help define what Zero Waste means for this area, identify potential program improvements, and guide us on the path towards Zero

Waste.

There is only \$50,574 in the Waste Alternatives Fund for professional services so the remainder needs to come from reserves in this fund as well as the MSBU and Rural Collection Center reserve funds which are all affected by this recycling goal.

Manager's Talking Points

June 11, 2019

Talking Points for the Manager:

- Agreement for Professional Services between Alachua County and Kessler Consulting Inc., for Solid Waste Collection, Recycling, Special Waste and Reduction Programs
- City of Gainesville has agreed to share in the cost of this agreement as a 50/50 split reimbursable from the City upon request by the County.
- Not-to-exceed amount of \$124,520.
- Estimated timeline for delivery of final Zero Waste Plan of 9 months