

## **AGREEMENT**

This Agreement, made this 21<sup>st</sup> day of February, 2022, between the Southeastern Oakland County Resource Recovery Authority, located at 3910 W. Webster Road, Royal Oak, Michigan 48073 ("SOCRRA") and Fontenot Landscape Services LLC, located at 21161 Ridgedale, Oak Park, Michigan 48237 ("Contractor"), and states the following:

## **RECITALS**

WHEREAS, SOCRRA is a municipal organization organized pursuant to state law; and

WHEREAS, SOCRRA provides certain services to its member communities, including brush chipping; and

WHEREAS, SOCRRA wishes to obtain services from the Contractor for certain brush chipping services; and

WHEREAS, Contractor is in the business of providing brush chipping services; and

WHEREAS, SOCRRA Contractor has met with SOCRRA representatives and wishes to provide certain brush chipping services to SOCRRA as set forth herein; and

WHEREAS, SOCRRA and Contractor agree and acknowledge that each has the requisite authority to enter into and be bound by the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration acknowledged and accepted herein, SOCRRA and Contractor do hereby agree as follows:

1. **Term.** The term of this Agreement shall be from February 1, 2022 to January 31, 2025 with two (2) 1-year extensions by written and mutual agreement.
2. **Termination.** Either party may terminate this Agreement for any reason with thirty (30) days written notice to the other party.
3. **Scope of Services.** The scope of services is defined at Exhibit 1, attached hereto and incorporated by reference herein.
4. **Pricing.** Pricing is set forth at Exhibit 2, attached hereto and incorporated by reference herein.
5. **Authority.** SOCRRA agrees that it has the authority to enter into this Agreement and to pay the Contractor for the services set forth herein. Contractor agrees that it has the authority to enter into this Agreement and to provide the services to SOCRRA as set forth herein.

6. **Permits, Licenses and Insurance.** Contractor agrees that it has the permits, licenses and insurance coverages necessary to carry-out the services set forth herein and Contractor agrees that it will maintain said permits, licenses and insurance coverages throughout the Term and any extensions to the Term.
7. **Assignment.** Contractor shall not assign or subcontract the services set forth herein without the prior written consent of SOCRRA.
8. **Volume Limitation.** Contractor is instructed to chip all material properly placed out for chipping. If material is not properly placed out for chipping, contractor is to tag material with a SOCRRA supplied tag and notify the applicable local municipality as to why the material was not chipped.
9. **Storms.** In case of severe ice, snow or rain storm that generates an abnormal amount of brush, SOCRRA and Contractor agree to work together in order to clean up storm debris as quickly as possible. For such a storm, Contractor agrees to provide a level of Contractor crews and hours worked equal to the highest level of crews and hours worked in each community in non-storm situations in the previous 12 months. Contractor agrees to make its best efforts to provide additional crews and hours worked to SOCRRA in order to clean up storm debris as quickly as possible. Such additional crews and hours worked shall be billed by Contractor to SOCRRA at pre-negotiated and pre-approved time and material costs.
10. **Insurance.** Contractor will be expected to provide proof of insurance acceptable to SOCRRA prior to the execution of this Agreement.
11. **Holiday Chipping Schedule.** Brush chipping will be delayed by one day and Saturday used, when needed, for New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day.
12. **Invoicing and Payment.** SOCRRA shall be invoiced by the Contractor every four (4) weeks for work completed during that four (4) week period. The invoice shall be due and payable by SOCRRA within 30 days.
13. **Wood Chips Generated by this Contract.** Contractor will be able to use the wood chips generated by this contract for their own purposes. The Contractor will be allowed to dump wood chips generated by this contract at the Ferndale Southwest Storage Yard or at SOCRRA's Compost Site, 1741 School Road, Rochester Hills at no charge to the Contractor.
14. **Use of Ferndale Southwest Yard.** Contractor shall be allowed to use an area of approximately 5,000 square feet at the Ferndale Southwest Storage Yard for woodchip storage and transferring.

15. **Data.** Contractor is to provide monthly reports of the number of brush piles chipped each day in each municipality served under this Agreement. Contractor is not required to report on brush chipping work performed for individual residents.
16. **Indemnity/Hold Harmless.** Contractor agrees to defend, indemnify and hold harmless SOCRRA, its officers, directors, elected officials and employees, from and against any claims, suits, demands or obligations, administrative or otherwise, related to or arising from Contractor's performance of services under this Agreement.
17. **Michigan Law.** This Agreement shall be deemed to be mutually drafted by SOCRRA and the Contractor and shall be construed in accordance with Michigan law.
18. **Fully Integrated Agreement.** This Agreement, including Exhibits, is the entire Agreement and supersedes any prior communications, including oral communications, between SOCRRA and Contractor.

Dated: March 1, 2022

**SOUTHEASTERN OAKLAND COUNTY  
RESOURCE RECOVERY AUTHORITY**

By: Jeffrey McKeen  
Jeffrey McKeen, General Manager

Dated: \_\_\_\_\_, 2022

**FONTENOT LANDSCAPE SERVICES LLC**

By: Corey Fontenot  
Corey Fontenot, President

## **EXHIBIT 1**

**Basic Service Specifications:** Contractor shall provide a high quality level of services in the following Service Areas.

- i. **Ferndale:** Contractor will traverse each street in the City on refuse collection days (Monday thru Friday), chipping all branches that are neatly stacked at the curb. Christmas trees placed at the curb will be chipped by Contractor as well. Contractor's service shall be for a full 52 weeks a year.
- ii. **Hazel Park:** Contractor will traverse each street in the City on refuse collection days (Wednesday), chipping all branches that are neatly stacked at the curb. Christmas trees placed at the curb will be chipped by Contractor as well. Contractor's service shall be for a full 52 weeks a year.
- iii. **Oak Park:** Contractor will traverse each street in the City on refuse collection days (Thursday and Friday), chipping all branches that are neatly stacked at the curb. Contractor's service shall be for a 41-week season: starting with the first full week in April. Christmas trees placed at the curb will be chipped by Contractor during this timeframe as well.
- iv. **Royal Oak:** Christmas trees placed at the curb during Christmas week and the two weeks thereafter will be chipped by Contractor.
- v. **Lathrup Village:** Contractor will traverse each street in the City on refuse collection day (Monday), chipping all branches that are neatly stacked at the curb. Christmas trees placed at the curb will be chipped by Contractor as well. Contractor's service shall begin on the third Monday of March and continue through the second Monday in January.
- vi. **Other SOCRRA Communities:** Contractor will be listed on the SOCRRA website as the preferred vendor for chipping services for Beverly Hills, Clawson, Royal Oak and Troy. Any chipping service desired by resident will be referred to Contractor. Contractor shall make their own arrangements to provide service and collect fees. SOCRRA is not involved in any facet of the financial transaction.

## **EXHIBIT 2**

### **Pricing**

Community	Price Per Week
Ferndale	\$2,382.00
Hazel Park	\$1,129.00
Oak Park	\$4,138.00
Royal Oak	\$6,641.00
Lathrup Village	\$1,632.00
Other Communities	\$45 per 15 minutes of chipping