

RESOLUTION NO. 81-24
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCIL MEMBER Belinda Kenley ON
THE 12th DAY OF August, 2024.

RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A SERVICE AGREEMENT WITH RUMPKE
OF OHIO, INC. FOR PROCESSING OF DELIVERED
SINGLE STREAM, COMINGLED RESIDENTIAL
RECYCLABLES FOR THE CITY OF CENTERVILLE.

WHEREAS, the City requests the processing of delivered single stream,
comingled residential recyclables within the City; and

WHEREAS, Rumpke of Ohio, Inc. provides such recycling services; and

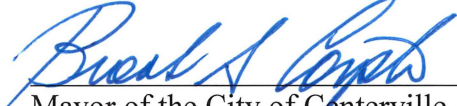
WHEREAS, it is in the best interests of the City to enter into a three year
agreement with Rumpke of Ohio, Inc.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS
FOLLOWS:**

Section 1. The City hereby agrees to enter into a Service Agreement with
Rumpke of Ohio, Inc., and the City Manager is hereby authorized to execute the
agreement in a form substantially similar to the agreement attached hereto as Exhibit
“A” and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date
allowed by law.

PASSED THIS 12th day of August, 2024.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 81-24, passed by the Council of the City of Centerville, Ohio on the 12th day of August, 2024.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

Exhibit "A"

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into at Centerville, Ohio, on the date(s) set forth at the end hereof, by and between the **City of Centerville, OHIO**, an Ohio municipal corporation, 100 West Spring Valley Road, hereinafter referred to as the "City," and Rumpke of Ohio, Inc. an Ohio corporation, 3990 Generation Drive, Cincinnati, OH 45251, hereinafter referred to as the "Contractor." In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

WITNESSETH:

WHEREAS, the City received communications from Montgomery County Environmental Services informing the City that Contractor was the only recycling sorting center in Southwestern Ohio, and that Contractor has been the only bidding entity for such services being sought by the City; and

WHEREAS, the City and the Contractor mutually desire to contract with each other to perform the services for this project, which include the Scope of Work or Professional Services Work Order attached hereto as Exhibit "A" and hereinafter referred to as "Supplemental Specifications", hereinafter referred to as the "Work"; and

WHEREAS, the Contractor is uniquely qualified, experienced and willing to perform said Work, when there is an Agreement specifying the rights and duties of each party; and

WHEREAS, the City and the Contractor mutually desire to perform the obligation embodied in the Work.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF WORK

The Contractor agrees to perform the services embodied in the Scope of Work attached hereto as Exhibit "A" and hereinafter referred to as "Supplemental Specifications," Hereinafter referred to as the "Work". Said Supplemental Specifications are incorporated by reference as written hereinafter in full.

ARTICLE TWO: SCHEDULE OF PAYMENTS

The City agrees to pay the Contractor, in exchange for the Work, in accordance with Exhibit "A" , for the Initial Term of this Agreement beginning May 1, 2024 and expiring on April 30, 2025, in an amount not to exceed the values determined by the Index Price Formula Rate. These rates will be updated monthly according to the Pulp & Paper Week Monthly Recovered Paper Price Watch. The formula row "Negative Cost @ 100%" is the amount to be billed to the City of Centerville with a maximum charge of \$30 per ton. The formula row "Positive Revenue Share @ 50%" is the amount to be rebated to the City of Centerville while sharing 50% of the revenue with Rumpke with a maximum rebate of \$30 per ton. Said Supplemental Specifications are incorporated by reference as if written hereinafter in full.

ARTICLE THREE: TERM

The Term of this Agreement shall be from date of last execution by all parties, the date upon which the Agreement is authorized and awarding this Agreement, whichever event occurs last, and shall terminate three years from that date. (the "Term").

ARTICLE FOUR: CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from the City, assuming that such other contractual work in no way impedes the Contractor's ability to perform the services required under this Agreement. The Contractor hereby represents warrants and agrees that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement.

ARTICLE FIVE: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the Contractor without the prior written approval of the City, which approval may be withheld in the sole discretion of the City.

ARTICLE SIX: GOVERNING LAW

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of the State of Ohio.

ARTICLE SEVEN: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement and Exhibits shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement and Exhibits shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

ARTICLE EIGHT: SEVERABILITY

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE NINE: TERMINATION

This Agreement may be terminated by either party only upon notice, in writing, upon the other party no later than at least one hundred and twenty (120) days in advance of the effective date of the termination. The City may also terminate this Agreement in the event that the City

is of the opinion that the Contractor is carrying out the terms of this Agreement in an unreasonable, unprofessional, or unworkmanlike manner. Said termination for this particular reason shall occur upon the provision of a written notice of termination to the Contractor at least thirty (30) calendar days in advance of the date of the proposed termination, stating in the termination notice the reason for said termination. The City, in its sole discretion, may allow the Contractor to cure the reason for the termination provided the cure of the reason is accomplished within thirty (30) days of the date of the forwarding of the termination notice. The parties further agree that should the Contractor become unable for any reason to complete the work called for by virtue of this Agreement, that to the extent applicable, such work as the Contractor has completed upon the date of its inability to continue the terms of this Agreement shall become the property of the City, and further the City shall not be liable to tender and/or pay to the Contractor any further compensation after the date of the Contractor's inability to complete the terms hereof, which date shall be the date of termination unless extended by the City. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor; and the City may withhold any compensation to the Contractor for the purpose of set-off until such time as the amount of damages due the City from the Contractor is agreed upon or otherwise determined. Additionally, the parties further agree that should the Contractor become unable for any reason to complete the work called for by virtue of this Agreement, the City may, in its sole discretion, call the performance bond due, in full, if any, as and for such non-performance, and/or as liquidated damages.

ARTICLE TEN: COMPLIANCE

The Contractor, at its sole cost, agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. The Contractor accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, benefits as mandated by the Patient Protection and Affordable Care Act (PPACA), all income tax deductions, pension deductions, prevailing wages, if applicable, and any and all other taxes or payroll deductions required for the Contractor and all employees engaged by the Contractor for the performance of the work authorized by this Agreement. The costs of any health insurance benefits required by the PPACA shall be the responsibility of the Contractor and shall not be billed directly to the City. The Contractor shall comply with the requirements of the PPACA and any and all associated costs and/or penalties. It shall be the responsibility of the Contractor to report, track and determine employee hours that are eligible to be offered insurance benefits.

ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE

Unless otherwise provided in this Agreement or the exhibits or supplemental specifications attached hereto, the Contractor shall provide and pay for, to the extent applicable, all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this Agreement. The Contractor shall not permit

employment of persons not skilled in tasks assigned to them. The Contractor shall perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

ARTICLE TWELVE: DAMAGE AND LOSS

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to property referred to in this Section caused in whole or in part by the Contractor, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Article except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations hereunder. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contractor shall notify the City or a security arm of the City as soon as possible after such emergency arises.

ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No

contract between the City and the Contractor shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the City.

ARTICLE FOURTEEN: NON-DISCRIMINATION

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. The Contractor will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor, or any person claiming through the Contractor, agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any Contractors or subcontractors of said Contractor.

ARTICLE FIFTEEN: INDEMNIFICATION

Contractor shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses

including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

Contractor (as "Indemnitor") shall indemnify, hold harmless and, not excluding the City's right to participate, defend, the City and its officers, officials, agents, and employees (as "Indemnitee") from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney's fees and reasonable expenses of investigation and remedial work (including investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law,

including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any hazardous substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "claims") to the extent that such claims are caused by the fault of the Indemnitor, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. As used in this section: (a) "hazardous substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state, or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to hazardous substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ARTICLE SIXTEEN: RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent Contractor without the right or authority to impose tort, contractual or any other liability on the City.

ARTICLE SEVENTEEN: DISCLOSURE

The Contractor hereby covenants that it has complied with the City's disclosure policy which requires anyone contracting with the City to disclose to the City any business relationship or financial interest that said Contractor has with an employee of the City or of any other City, agency, elected official or commission of the City of Centerville, such an employee's business, or any business relationship or financial interest that a Centerville elected official, City, agency or commission employee has with the Contractor or in the Contractor's business.

ARTICLE EIGHTEEN: INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage

with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: “The City of Centerville shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.
- b. Coverage shall be primary and non-contributory.
- c. Associated bid number, job number, or project number should be referenced on the certificate.
- d. The Policy should contain an unintentional failure to disclose endorsement.
- e. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- f. Contractor’s subcontractor shall be subject to the same minimum requirements identified above.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. Coverage shall be primary and non-contributory.
- b. Policy should be endorsed with an unintentional failure to disclose wording.
- c. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- d. Associated bid number, job number, or project number should be referenced on the certificate.
- e. Contractor’s subcontractor shall be subject to the same minimum requirements identified above.

3. Workers' Compensation and Employers' Liability

Workers' Compensation Statutory
Ohio Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	
\$1,000,000	

- a. Policy shall contain a waiver of subrogation in favor of the City of Centerville.
- b. Contractor’s subcontractor shall be subject to the same minimum requirements identified in this section.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim/Aggregate	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that continuous coverage will be maintained for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the City of Centerville is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **the City of Centerville, Ohio.**

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business with the City of Centerville with an “A.M. Best” rating of not less than A IX. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the City with certificates of

insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Municipal Attorney, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

ARTICLE NINETEEN: PERFORMANCE BOND

A Performance Bond is not required for this Service Agreement.

ARTICLE TWENTY: NOTICES

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the City, to the City's address as shown on the face of this Agreement; if to the Contractor, to the Contractor's address as shown on the face of this Agreement.

ARTICLE TWENTY-ONE: HEADINGS

Organization of the Specifications into divisions, sections and articles and arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in

establishing the extent of Work to be performed by any trade. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

ARTICLE TWENTY-TWO: AUTHORITY TO BIND PRINCIPAL

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

ARTICLE TWENTY-THREE: AMENDMENT TO AGREEMENT/ACCEPTANCE

Conflicts with Contractor's Agreement: This Agreement amends and is incorporated by reference into any agreement submitted by Contractor or Contractor ("Contractor's Agreement"). In the event of any conflict or inconsistency between this Agreement and the Contractor's Agreement, the terms of this Agreement shall control, and shall amend, restate, and supersede any conflicting or inconsistent terms in the Contractor's Agreement regardless of whether the provisions of this Agreement are prefaced with "notwithstanding anything else to the contrary" or similar language. The term "Contractor's Agreement" refers to any additional

agreement provided by Contractor, and as the context requires, such Contractor's Agreement as amended by this Agreement.

Written Amendment. This Agreement will serve as a written amendment to the Contractor's Agreement, even if this Agreement is agreed, executed, or otherwise accepted or confirmed by Contractor as indicated herein, rather than executed or signed by the applicable Contractor. For the avoidance of doubt, if the Contractor Agreement provides, for example, that it may only be amended "in writing" by "a writing" or "an instrument" (or words of similar meaning) that is "executed" or "signed" (or words of similar meaning) by both parties, this Agreement will serve as a written amendment to the Contractor's Agreement meeting such requirements as long as it is agreed, executed, or otherwise accepted or confirmed by the applicable Contractor as provided below.

Acceptance of this Agreement. This Agreement will be deemed agreed, accepted, and confirmed by the applicable Contractor: (A) negotiating any check from Purchaser or otherwise depositing any check from Purchaser (with or without indorsement, e.g., depositing a check "FOR DEPOSIT ONLY" without Contractor's indorsement); (B) executing this Agreement on the signature page; or (C) Contractor's full or partial performance of the Agreement.

Indemnification by Contractor. Any provision of the Contractor's Agreement that provides that the City will indemnify, hold harmless, protect, defend, reimburse (and any other phrases of similar meaning) are hereby stricken and are null and void. The City will not, under any circumstance, indemnify, hold harmless, protect, defend, reimburse (or do any other similar act for or on behalf of) any Contractor.

Governing Law/Venue. The existence, validity and construction of the Contractor's Agreement shall be governed by the laws of the State of Ohio, without giving effect to conflict of law provisions. The exclusive jurisdiction of disputes between the parties shall be vested in the federal and state courts of Montgomery County, Ohio. Each party agrees that such courts shall have personal jurisdiction over it and waives, fully and completely, any right to dismiss the action for forum non conveniens, and/or transfer the venue of the action. Any provision requiring arbitration or mediation will be void. The parties will not be required to arbitrate or mediate any claim, action, or other dispute.

Confidentiality/"Sunshine Laws". Any and all confidentiality and nondisclosure obligations of the City are subject to City's compliance with Ohio Revised Code Section 149.43 (as it exists today or may hereafter be amended). The City's compliance with the foregoing statute will be at the City's sole and absolute discretion.

No Warranties. The City makes no warranties of any kind, express or implied, in connection with the performance described in the Contractor's Agreement or otherwise under the Contractor's Agreement. The City expressly disclaims any implied warranties arising from a course of dealing or course of performance. No oral or written information given by the City, or any person (collectively "City Representatives") related to the City through employment, affiliation, or other relationship (e.g., employees, affiliates, agents, elected officials, appointed officials, volunteers, professionals, etc.) will create a warranty or representation and Contractor expressly acknowledges that it has not entered in this Contractor's Agreement in reliance upon any alleged representation or warranty of the City or any of the City's Representatives.

Amendment of the Contractor's Agreement, as Amended by this Agreement. The Contractor's Agreement, as amended by this Agreement, fully expresses the entire understanding of the City and Contractor. Any and all prior understandings are hereby cancelled. No future changes in the terms of the Contractor's Agreement shall be valid, except when and if reduced to writing and signed by the party to be bound.

Limit of Liability. **IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE AGREEMENT, EVEN IF THE CITY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THE CITY'S TOTAL LIABILITY TO CONTRACTOR (CUMULATIVELY, IN TOTAL) UNDER THE CONTRACTOR'S AGREEMENT OR THIS AGREEMENT FOR ANY AND ALL CLAIMS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE UNDER THE AGREEMENT. NO EMPLOYEE, ELECTED OFFICIAL, VOLUNTEER, AGENT, OR OTHER REPRESENTATIVE OF THE CITY SHALL BE PERSONALLY LIABLE FOR ANY CLAIM OR PAYMENT THAT IS IN ANY WAY RELATED TO THE AGREEMENT.**

Claims. Any and all claims, actions, or other disputes arising out of or relating to the Contractor's Agreement or this Agreement or the performance must be brought by the Contractor within one (1) year of the date of the performance. After said one (1) year, Contractor covenants not to sue City or otherwise bring any claim, action, or seek redress for any dispute arising out of or relating to this Agreement or the performance.

Severability. If any term of the Agreement is found to be unenforceable in any jurisdiction, then such term shall be enforced to the maximum extent permitted by law, rather than voided, and the remaining terms of this Agreement shall remain in full force and effect.

Acceptance of this Agreement: This Agreement will be deemed agreed, accepted, and confirmed by the applicable parties.

NOTICE: THIS AGREEMENT MUST BE SIGNED AND RETURNED WITHIN THIRTY (30) DAYS OF NOTIFICATION OR THE OFFER TO ENTER INTO THIS AGREEMENT SHALL BE WITHDRAWN AND THIS AGREEMENT SHALL BE VOID.

(Continuation of Agreement with Rumpke of Ohio, INC, for the 2024-2027 Recycling Contract)

The parties have hereunto set their hands this _____ day of _____, 20____.

**Signed and acknowledged
in the presence of:**

CITY OF CENTERVILLE

Wayne S. Davis
City Manager

CONTRACTOR RUMPKE OF OHIO, INC

Name:

Title:

APPROVED AS TO FORM BY:

Scott A. Liberman
Municipal Attorney

Date: _____

CERTIFICATION OF FISCAL OFFICER

The undersigned, as Director of Finance of the City of Centerville, hereby certifies that funds sufficient to meet the requirements of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

By: _____
Director of Finance