



City of Racine Contract

Parties:	
Recycler:	Dynamic Lifecycle Innovations
Customer:	City of Racine
Pricing:	
Wisconsin State Program	See attached pricing table Section F
Contract Term:	January 1, 2020 – December 31, 2024

This agreement, on the 4th day of December, 2019, is entered into by and between **City of Racine**, 730 Washington Avenue, Racine, WI 53403 (hereafter referred to as "CUSTOMER") and **Dynamic Lifecycle Innovations.**, N5549 County Road Z, Onalaska, WI 54650 (hereafter referred to as "DYNAMIC").

CUSTOMER hereby engages DYNAMIC to recycle CUSTOMER's electronics for end-of-life recycling and asset reuse/recovery, and DYNAMIC agrees to be so engaged, to collect and handle CUSTOMER's electronic waste for processing and final disposition.

Now, therefore, it is agreed as follows:

A. Definitions

"Collector" means a person who receives eligible electronic devices from households or schools and delivers, or arranges for the delivery of, the eligible electronic devices to a recycler

"Covered electronic device" means a consumer video display device (such as CRT TV's), a consumer computer, or a consumer printer.

"Eligible electronic device" means a device that is one of the following and that is used by a household primarily for personal use or by a school, unless the device is of a kind exempted by a rule promulgated under s. 287.17 (10) (i): 1. A consumer computer. 2. A peripheral. 3. A facsimile machine. 4. A digital video disc player. 4m. A digital video player that does not use a disc and that is not a camera. 5. A video cassette recorder. 5m. A video recorder that does not use a cassette and that is not a camera. 6. A consumer video display device. 6m. A consumer printer. 7. Another kind of electronic device identified by the department under sub. (10) (i).

"Program year" means the period from July 1st to the following June 30th.

"Recycler" means a person who accepts eligible electronic devices from households, schools, or collectors for the purpose of recycling. "Recycler" does not include a



manufacturer who accepts products exclusively for refurbishing or repair.

“Rural County” means a county that is not an urban county.

B. Exhibit Term

The term of this Agreement is Sixty (60) Months, commencing on January 1, 2020 and ending on December 31, 2024. Any renewals shall be agreed upon by both parties within Sixty (60) days of the contract termination period.

Each year during the duration of this Agreement, on January 1st, Dynamic Lifecycle Innovations may increase the charges or decrease the credits listed below, based off of the volatility of the commodity market up to but not exceeding 10%. Dynamic Lifecycle Innovations will notify the City of Racine of any changes in writing (which may be by email), and must be mutually agreed upon, within Sixty (60) days of any increases or decreases.

C. Obligations of Customer: City of Racine

CUSTOMER will provide DYNAMIC eligible electronics (as specified below) between 1/1/2020 and 12/31/2024. CUSTOMER guarantees DYNAMIC that all pounds collected are from Wisconsin Consumers or K-12 Public Schools and are sent to DYNAMIC for recycling. In the event that CUSTOMER sends Non-Program or Business electronics, CUSTOMER agrees to be charged at DYNAMIC's Non-Program pricing. Wisconsin eligible electronics include the following: “covered electronic devices” (CEDs), means a consumer video display device, a consumer computer, or a consumer printer; “eligible electronic devices” (EEDs) means a device that is one of the following and that is used by a household primarily for personal use or by a K-12 Public School; consumer computer, peripherals, facsimile machine, digital video disc player, digital video player that does not use a disc and that is not a camera, video cassette recorder, video recorder that does not use a cassette and that is not a camera, consumer video display device and consumer printer. **CUSTOMER must specify what material is classified as URBAN/RURAL. CUSTOMER must notify DYNAMIC and clearly designate, at time of scheduling drop off/pick up, what is program eligible/non program eligible. DYNAMIC is to retain all program eligible recycling credits.**

CUSTOMER shall separate all electronic waste to be recycled, by material type as specified in the pricing section, sorted on to Skid Pallets/Gaylord containers, and make necessary arrangements to store and receive packaging materials (Gaylord containers/Skid Pallets) to facilitate the collection of electronic material. To ensure safe transport, all material must be secure and stable before picked up by DYNAMIC. DYNAMIC will provide packaging guidelines to CUSTOMER upon request. In no event will CUSTOMER place hazardous waste in or on such packaging materials. **(Hazardous waste is defined as any radioactive or pathogenic item, asbestos, or**

any item containing hazardous chemicals which pose a health risk to DYNAMIC's employees, other than those which are normally and routinely contained within the electronic devices to be recycled.)

CUSTOMER guarantees that all electronics are collected in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to the 2009 Wisconsin Act 50 and Wisconsin's E-Cycle Program.

CUSTOMER agrees to adhere to all of the terms and conditions of this agreement and to pay invoices for services applicable for the recycling of electronic waste provided to DYNAMIC.

D. Obligations of Recycler: Dynamic Lifecycle Innovations

DYNAMIC shall respond via email or phone to request(s) for pick-ups and/or load deliveries from CUSTOMER within two (2) business days and provide confirmation of said pick-up requests, if applicable, within three (3) business days.

DYNAMIC shall inspect the shipment and delivery receipt upon acceptance of an electronic load to ensure that the receipt accurately reflects the shipment documentation created by CUSTOMER. DYNAMIC shall inspect any "Skid Pallets/Gaylord Containers", when applicable, to confirm that the correct recycling materials have been received, sorted, and not tampered with prior to its delivery to DYNAMIC's processing facility. Please note that all loads will be settled based off DYNAMIC's weights when the material is received.

DYNAMIC agrees to process and recycle electronic material, all in accordance with applicable federal, state and local regulations. DYNAMIC also agrees to provide a Certificate of Recycling which will indicate the processing of each load by weight & electronic subcategory. The certificate will indicate date electronic devices were delivered to DYNAMIC, the material category with weight in pounds, and any special notes on DYNAMIC's letterhead. Each Certificate of Recycling shall include a statement equal or comparable to: *Dynamic Lifecycle Innovations certifies that the following shipment of materials was managed and recycled in accordance with all applicable Federal, State, Local Regulations and pursuant with the official written agreement between CUSTOMER and DYNAMIC.*

E. Insurance, Licenses and Permits

DYNAMIC is responsible for, and will abide by, all federal, state, and local laws and will maintain all necessary licenses and permits. DYNAMIC will maintain, at a minimum, all insurance and proof of financial responsibility at levels applicable to industry standards, including (without limitation) pursuant to section 287.17(8)(c) and (d), Wis. Stat.

G. Payment Terms and Invoicing

All Statements and Certificates of Recycling from DYNAMIC will be emailed out upon completion of contracted recycling service, within thirty (30) business days of delivery. Payments shall be due thirty (30) days from the date of said invoice. Any invoices not paid within such thirty (30) days shall bear interest at one and one-half percent (1 ½%) per month.

H. Indemnification

DYNAMIC shall indemnify, defend and hold CUSTOMER harmless, at all times, from and after the date of this Agreement against and with respect to all damages, losses, costs and expenses which CUSTOMER may suffer or incur in connection with:

- i. DYNAMIC's failure to perform its obligations under Section D of this Agreement.
- ii. The breach by DYNAMIC of any other agreement, representation, warranty, or covenant contained in this Agreement.
- iii. The negligence or willful misconduct of DYNAMIC.

CUSTOMER shall indemnify, defend, and hold DYNAMIC harmless at all times from and after the date of this Agreement against and with respect to all damages, losses, costs and expenses which DYNAMIC may suffer or incur in connection with:

- iv. CUSTOMER failure to perform its obligations under Section C of this Agreement.
- v. The breach by CUSTOMER of any other agreement, representation, warranty, or covenant contained in this Agreement.

I. Termination

Upon mutual agreement, parties may terminate this Agreement on thirty (30) calendar days' written notice, or if prior to such action, the other party materially breaches any of its representations, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed to the fullest extent of the law in regards to the costs of enforcing this Agreement.

In the event that the State of Wisconsin revises its legislation, both parties agree to review the new changes, and must be mutually acceptable to continue under this Agreement.

J. Assignment

No assignment by either party of any rights or the delegation of any duties under this Agreement shall be binding upon the other party unless the other party's written consent has been obtained.

K. Notices

All notices which are required to be given or which may be given pursuant to the terms of this Agreement, shall be in writing and shall be sufficient in all respects if delivered, or mailed by registered or certified mail, postage pre-paid or sent by commercial expedited delivery services as follows:

If to DYNAMIC:
Attn: Jason Schott
Vice President of Sales
Dynamic Lifecycle Innovations
N5549 County Road Z, Onalaska, WI 54650

If to CUSTOMER:
Attn: Thomas Eeg
Assistant Commissioner of Public Works
City of Racine
730 Washington Avenue, Racine, WI 53403

L. Waiver

Except as expressly provided in this Agreement, waiver by either party, or failure by either to claim a breach of any provision of this Agreement, shall not be a waiver of any breach or subsequent breach of the same or a similar provision.

M. Binding Effect

This Agreement shall be binding upon and adhere to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns.

N. Severability

If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, that provision shall be enforced to the greatest extent permissible so as to affect the intent of the parties hereto, and the legality, validity, and enforceability of the remaining provisions shall in no manner be affected or impaired thereby. If necessary to affect the intent of parties, the parties will negotiate in good faith to amend this Agreement to

replace the illegal, invalid or unenforceable provision with a legal, valid and enforceable provision which, as closely as possible, will reflect such intent.

O. Force Majeure

Notwithstanding any other provision contained in this Agreement, if either party is delayed or prevented from performing its obligations under this Agreement by any cause beyond its reasonable control including, but not limited to, acts of God, war or other public disorder, governmental laws or orders, strikes or labor disturbances, the unavailability of labor or fuel, or other failure or delays of transportation which by exercise of due diligence, either party could not be expected to avoid. In such instances that party's performance shall be suspended or excused without damages, cost or penalties while such cause exists. The party whose performance is affected by any of these occurrences shall use its best efforts to overcome the event and shall have a reasonable time after cessation of the event to commence its performance.

P. Governing Law

This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflicts of laws rules.

Q. Representation of Authority

Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes a valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

By signing the document below, both parties agree to the terms set forth above.

Date: _____

Date: _____

Jason Schott
Vice President of Sales
Dynamic Lifecycle Innovations

Thomas Eeg
Representing CUSTOMER
City of Racine

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY: This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

