

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 24, 2021

AGENDA ITEM:	
Second Amendment to Waste Management contract for collection of recyclables and yard waste	
PREPARED BY:	DIRECTOR APPROVAL:
JR Myers	
DEPARTMENT:	
Public Works – Solid Waste	
ATTACHMENTS:	
Second Amendment to Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement	
BUDGET CODE:	AMOUNT:
41046290 541000	Rates identified in Attachment A of the Second Amendment
SUMMARY:	
<p>This is the second amendment to the Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement with Waste Management. The original contract began on August 30, 2012 and was amended the first time on December 12, 2016.</p> <p>The second amendment will extend the current contract through December 31, 2023.</p> <p>The new rate schedule is included in the amendment.</p>	

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the second amendment to the contract with Waste Management for the collection and processing of recyclables and yard waste.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the second amendment to the contract with Waste Management.</p>

**SECOND AMENDMENT TO
CURBSIDE COLLECTED RECYCLABLES, CURBSIDE COLLECTED YARD WASTE,
MULTIFAMILY AND COMMERCIAL COLLECTION, PROCESSING, MARKETING
AND DISPOSAL SERVICES AGREEMENT**

This SECOND AMENDMENT TO CURBSIDE COLLECTED RECYCLABLES, CURBSIDE COLLECTED YARD WASTE, MULTIFAMILY AND COMMERCIAL COLLECTION, PROCESSING, MARKETING AND DISPOSAL SERVICES AGREEMENT (this “**Second Amendment**”) is made and entered into as of the date of the last signature below (the “**Effective Date**”), by and between the CITY OF MARYSVILLE, a Washington State municipal corporation (the “**City**”) and WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation (the “**Contractor**”). The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**,” unless specifically identified otherwise.

RECITALS

WHEREAS the Parties to that certain Curbside Collected Recyclables, Curbside Collected Yard Waste, Multifamily and Commercial Collection, Processing, Marketing and Disposal Services Agreement dated January 9, 2012 (the “**Original Agreement**”), under which the Contractor began providing services on August 30, 2012; as amended by First Amendment to the Original Contract, effective as of December 12, 2016, (together, the “**Agreement**”); and

WHEREAS the Parties now desire to further amend the Agreement by extending the term and memorializing new rates.

AGREEMENT

NOW THEREFORE, in consideration of the terms, conditions, covenants, and promises contained herein or attached and incorporated, and made a part hereof, the Parties agree as follows:

1. Section 1.1 of the Original Agreement is amended to provide that the term will terminate at midnight on December 31, 2023.

2. Section 3.2 (CPI Adjustment) of the Original Agreement is amended to provide that no CPI adjustment will occur during the year 2021.

3. Section 5 (Notices) of the Original Agreement is amended by replacing Contractor’s address for service, as follows:

If to Contractor: Area Director, Public Sector Solutions
Waste Management of Washington, Inc.
720 4th Ave, Suite 400
Kirkland, WA 98033

Copy to: Area Senior Legal Counsel
Waste Management of Washington, Inc.
720 4th Ave, Suite 400
Kirkland, WA 98033

4. Exhibit A (Rate Schedule) of the Original Agreement is hereby deleted in its entirety and replaced with an updated Rate Schedule, as set forth in Attachment A, attached hereto and incorporated herein by reference.

5. Full Force and Effect. Each and every provision of the Agreement shall remain in full force and effect, except as modified herein.

6. Counterparts; Signatures. This Second Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed valid execution of this Second Amendment and binding on the Parties.

* * *

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives as of the Effective Date.

DATED this _____ day of _____, 2021.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2021.

WASTE MANAGEMENT OF WASHINGTON, INC.

By _____
Jason Rose, President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**ATTACHMENT A
Rate Schedule**

**EXHIBIT A
Rate Schedule**

RESIDENTIAL SERVICE	Current Monthly Rates	Monthly Rates eff 8/30/21
Curbside Recycling Service	\$ 5.03	\$ 12.58
Curbside Yard Waste Service	\$ 7.92	\$ 13.86
Extra bag/box/can Recycling	\$ -	\$ 3.28
Extra bag/box/can Yard Waste	\$ 2.87	\$ 5.02
Additional Cart for Recycling	\$ 5.03	\$ 12.58
Additional Cart for Yard Waste	\$ 2.11	\$ 3.69

COMMERCIAL SERVICE	Current Monthly Rates	Monthly Rates eff 8/30/21	Add'l Pickups
64 gallon Cart (per dump charge)	\$ 17.33	\$ 23.30	\$ 5.38
96 gallon Cart (per dump charge)	\$ 19.89	\$ 26.85	\$ 6.20
1 yd container (per dump charge)	\$ 50.52	\$ 68.21	\$ 15.74
1.5 yd container (per dump charge)	\$ 50.52	\$ 68.21	\$ 15.74
2 yd container (per dump charge)	\$ 72.06	\$ 97.28	\$ 22.45
3 yd container (per dump charge)	\$ 95.54	\$ 128.98	\$ 29.77
4 yd container (per dump charge)	\$ 109.84	\$ 148.29	\$ 34.22
6 yd container (per dump charge)	\$ 132.76	\$ 179.23	\$ 41.36
8 yd container (per dump charge)	\$ 152.87	\$ 206.37	\$ 47.63

MULTI-FAMILY RECYCLING SERVICE	Current Monthly Rates	Monthly Rates eff 8/30/21	Add'l Pickups
35 gallon cart (per dump charge)	\$ 13.31	\$ 17.97	\$ 4.15
96 gallon cart (per dump charge)	\$ 13.31	\$ 17.97	\$ 4.15
1 Yard Container (per dump charge)	\$ 13.31	\$ 17.97	\$ 4.15
1.5 Yard Container (per dump charge)	\$ 20.18	\$ 27.24	\$ 6.29
2 Yard Container (per dump charge)	\$ 26.68	\$ 36.02	\$ 8.31
3 Yard Container (per dump charge)	\$ 40.01	\$ 54.01	\$ 12.46
4 Yard Container (per dump charge)	\$ 53.02	\$ 71.58	\$ 16.52
6 Yard Container (per dump charge)	\$ 79.65	\$ 107.53	\$ 24.82
8 Yard Container (per dump charge)	\$ 105.97	\$ 143.06	\$ 33.02