



Date: April 29, 2021  
To: Weber County Board of County Commissioners  
From: Sean Wilkinson, AICP *SW*  
Director, Community Development Department  
Subject: **Request for approval of the First Amendment to the Solid Waste Collection and Disposal Contract between Weber County and Waste Management**  
Agenda Date: May 4, 2021  
Documents: Exhibit A: Solid Waste Collection and Disposal Contract (First Amendment)

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**Summary:**

On April 1, 2020, Weber County approved a contract with Waste Management for residential solid waste collection and disposal services in the unincorporated areas of Ogden Valley. The County's request for proposals anticipated approximately 5,000 homes, but the current customer count is approximately 2,403, including the 141 opt-out exceptions approved by Weber County after meeting appropriate criteria.

Due to the discrepancy in the number of customers, Weber County and Waste Management have proposed to extend the initial five year term of the contract by one year and increase the cost of the first container by \$0.50 per month. This increase will be offset by a \$0.50 reduction to the County's administrative fee. Therefore, the only increase that customers will see is the annual consumer price index (CPI) adjustment. The cost difference between 2020 and 2021 for a customer with one container is \$1.38 per quarter.

With approval of this amendment, the contract will expire on March 31, 2026. The annual CPI increase built into the contract for the five year term will extend to the additional year. All other terms of the contract remain the same.

# Exhibit A

## 1<sup>st</sup> AMENDMENT TO SOLID WASTE COLLECTION AND DISPOSAL CONTRACT

### (1ST AMENDMENT)

THIS 1<sup>st</sup> AMENDMENT to the Solid Waste Collection and Disposal Contract (hereinafter called "Agreement") is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Weber County, a Utah corporation (hereinafter called "County"), and Waste Management of Utah, Inc., (hereinafter called "Contractor").

WHEREAS, County and Contractor are parties to the Contract which began on April 1<sup>st</sup>, 2020 for Curbside Residential Solid Waste Collection & Disposal services, (hereinafter called "Contract"); and

WHEREAS, Contractor has previously provided residential automated solid waste collection services within the boundaries of unincorporated Ogden Valley; and

WHEREAS, County desires to have Contractor continue to perform residential automated solid waste collection services in accordance with the terms of the Contract that are currently in place; and

WHEREAS, due to a significant difference between the number of customers listed in County's proposal documents and the actual number of customers being served, and customers who have been allowed to opt out of the service for various reasons, Contractor's revenues are less than what would have otherwise been received according to the Contract; and

WHEREAS, in order to compensate for the decreased revenue, County and Contractor desire to extend the Contract by one (1) year where the current termination date is March 31, 2025, and increase the first container fee by \$0.50, while reducing the County administrative fee by \$0.50 (not including the annual CPI increase). NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### **1) Agreement Extension**

The parties agree that this Agreement constitutes a mutual exercise of the rights to extend the Contract, waiving any timing requirements that may have applied in Section 5 of the Contract and agree that the Contract will be extended for the period of one (1) year beginning April 1, 2025 and concluding March 31<sup>st</sup>, 2026 (hereinafter called "Extension Period").

#### **2) Pricing**

Exhibit C of the Contract is hereby replaced by Exhibit A of this Agreement. Pricing will follow the same annual escalation pattern as described in Section 8 of the Contract through the Extension Period.

**3) Additional Agreement Extensions**

The parties, having effectively extended the Contract for the Extension Period (April 1, 2025 — March 31, 2026) allowed in the Contract and the Agreement, hereby agree that upon mutual consent of both parties, the Contract may be extended for future years as is determined to be in the best interest of both parties. The parties expressly acknowledge and agree that nothing in this Agreement or the Contract shall be understood or interpreted as restricting the right of the parties to negotiate and modify the Contract at any time by means of a written addendum. The parties agree that this includes further extension period(s) beyond this 1<sup>st</sup> Amendment Extension Period which may be negotiated and put into place at any time as may be in the best interest of the parties and agreed upon in writing by both parties.

**All terms of this Agreement are subject to the original Contract terms except as modified herein.**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Waste Management of Utah, Inc.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

EXHIBIT A

CONTRACTOR RATES

<b>Fee</b>	<b>Rate</b>	<b>Frequency</b>
Monthly fee: first waste container	\$14.79	Per month
Monthly fee: additional waste containers	\$8.26 per additional container	Per month
Billing fee (kept by Contractor)	\$ 1.56	Per quarter
County administrative fee (to be remitted to County)	\$2.61	Per month
New container delivery fee	\$15.84	After delivery (one-time fee only)
Container exchange fee	\$46.44	
Overage fee	\$25.80	
Reactivation fee	\$25.80	
Container re-delivery fee	\$25.80	
Replacement container fee	\$77.40	