



Date: December 10, 2020
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 Municipal Materials Management Agreement between Weber County and Republic Services**
Agenda Date: December 15, 2020
Documents: Exhibit A: Agreement (First Amendment)

Summary:

On April 1, 2020, Weber County approved an agreement with Republic Services for residential solid waste collection and disposal services in the unincorporated areas of western Weber County and Uintah Highlands. Since that time, Weber County has allowed approximately 200 property owners to opt out of the services after meeting approved criteria, including farming or home based business operations that use a commercial dumpster and properties with legitimate access challenges. These opt outs have reduced the revenue that Republic Services would have received based on the number of homes listed in the agreement.

In order to avoid an additional cost increase for all property owners using the services, Weber County and Republic Services have agreed to extend the five year term of the agreement by one year. With approval of this amendment, the agreement will expire on March 31, 2026. The annual increase built into the contract for the five year term will extend to the additional year. All other terms of the agreement remain the same.

Exhibit A

1st AMENDMENT TO MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

THIS 1st AMENDMENT to the Municipal Materials Management Agreement (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 Allied Waste Services of North America, LLC, d/b/a Republic Services of Northern Utah (hereinafter called "Contractor").

WHEREAS, County and Contractor are parties to the Agreement which began on April 1st, 2020 for Curbside Residential Solid Waste Collection & Disposal services, to provide services as stipulated in the Agreement; and

WHEREAS, Contractor has previously provided residential automated solid waste collection services within the boundaries of unincorporated West Weber County and Uintah Highlands and such work as may be incidental thereto; and

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

WHEREAS, County has allowed certain property owners to opt out of the services provided by Contractor for a variety of reasons, which has decreased the revenue Contractor would have otherwise received according to the Agreement; and

WHEREAS, rather than increasing the cost of services for all property owners, County and Contractor desire to extend the Agreement by one (1) year where the current extension agreement is set to expire on March 31st, 2025;

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 1st Amendment constitutes a mutual exercise of the rights to extend the Agreement for municipal solid waste (MSW), waiving any timing requirements that may have applied in Section 6 of the Agreement and agree that the Agreement will be extended for the period of one (1) year beginning April 1, 2025 and concluding March 31st, 2026 (hereinafter called "Extension Period").

2) Pricing

Pricing will follow the same price and annual escalation pattern as described in the original agreement through the Extension Period.

3) Additional Agreement Extensions

The parties, having effectively extended the Agreement for the Extension Period (April 1 2025—March 31 2026) allowed in the Agreement and the 1st Amendment, hereby agree that upon mutual consent of both parties, the Agreement 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 1st Amendment or the original Agreement shall be understood or interpreted as restricting the right of the parties to negotiate and modify this Agreement at any time by means of a written addendum. The

Exhibit A

parties agree that this includes further extension period(s) beyond this 1st 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 1st Amendment are subject to the original Agreement 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 _____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Allied Waste Services of North America, LLC d/b/a Republic Services of Northern Utah

Gordon Raymond – General Manager (Signature)

Date

Contractor Attest (Printed Name & Signature)

Date