

Santaquin City Resolution 03-11-2021

A RESOLUTION APPROVING ADDENDUM #3 TO SANTAQUIN CITY'S SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL AGREEMENT WITH REPUBLIC SERVICES

WHEREAS, the City of Santaquin is a fourth class city in the State of Utah with the responsibility of providing for the collection and proper disposal of its solid waste for its residents; and

WHEREAS, Santaquin City has an existing agreement with Republic Services for the collection and proper disposal of its solid waste and recycling items; and

WHEREAS, by approving a change to the disposal site of Santaquin's solid waste to the Bayview Landfill, and by extending the services contract with Republic Services for an additional one-year period beyond the existing term, the City of Santaquin will save approximately \$28,000 annually for the duration of the agreement, pursuant to the terms of Addendum #3 (attached);

NOW THEREFORE, be it resolved by the City Council of Santaquin City to approve Addendum #3 to the Solid Waste and Recycling Collection and Disposal Agreement with Republic Services (attached).

ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 30th day of March 2021.

SANTAQUIN CITY

Attest:

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, City Recorder

Addendum #3
FOR RESIDENTIAL CURBSIDE SOLID WASTE &
RECYCLING COLLECTION & DISPOSAL

THIS ADDENDUM #3 is made and entered into this ____ day of March, 2021, by and between Santaquin City, a Utah corporation (hereinafter called the "City"), and Allied Waste Services of North America, LLC, d/b/a Republic Services of Utah (hereinafter called "Contractor").

WHEREAS, the City and Contractor are parties that certain agreement for services dated 16th day of May 2012 ("Contract") to provide services as stipulated in the Contract; and

WHEREAS, the City and Contractor are parties to that certain agreement for services dated 3rd day of September, 2014 ("Addendum #1") to add curbside residential opt-out recycling; and

WHEREAS, the City and Contractor are parties to that certain agreement for services dated 19th day of November, 2019 ("Addendum #2") to extend the Contract for a five-year term; and

WHEREAS, the parties now desire to extend for an additional one-year term and also modify certain provisions of the Contract.

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) Contract Extension

The Contract will be extended for an additional one-year period, concluding June 30, 2026.

2) Annual Pricing Escalator

The annual pricing escalator set for July 1, 2021 will be waived by Contractor. The annual pricing escalator will continue annually again beginning on July 1, 2022, and annually thereafter on July 1.

3) Disposal

MSW will be delivered to the Bayview landfill in _____ at a rate of \$33.00/ton, subject to the annual pricing escalator of 3%, starting July 1, 2022. Republic will invoice the City on a monthly basis for the disposal fees. No additional charges will be applied even though the travel costs to dispose at Bayview are greater than disposing at Payson.

All terms of this Addendum #3 are subject to the original Contract terms and specifications except as modified herein.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this Addendum #3 to be effective as of the Effective Date.

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC: SANTAQUIN CITY:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____