

RESOLUTION 17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARITA, CALIFORNIA, APPROVING THE SIXTH AMENDMENT OF THE AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND USA WASTE OF CALIFORNIA, INC. (WASTE MANAGEMENT), FOR RESIDENTIAL SOLID WASTE MANAGEMENT SERVICES

WHEREAS, the City of Santa Clarita (City) is empowered under Section 7 of Article 11 of the California Constitution to make and enforce, within its limits, all police and sanitary ordinances and regulations not in conflict with general laws; and

WHEREAS, in partial implementation of Section 7 of Article 11 of the California Constitution, California Public Resources Code Section 40059 authorizes the City to determine all aspects of handling of solid waste that are of local concern, including the frequency of collection, means of collection and transportation, level of services and nature, location, and extent of waste handling services; and

WHEREAS, on November 20, 2003, the City and USA Waste of California, Inc. (Waste Management), entered into that certain "Agreement Between the City of Santa Clarita and USA Waste of California, Inc., for Residential Solid Waste Management Services"; and

WHEREAS, on May 24, 2011, the City Council directed staff to execute an Amended and Restated Agreement (Agreement) with Waste Management; and

WHEREAS, pursuant to Section 6.3 of the Agreement Between the City of Santa Clarita and USA Waste of California, Inc., Waste Management is entitled to pursue an annual adjustment to its maximum rates for the rate year commencing on July 1, 2017 to June 30, 2018; and

WHEREAS, the City and Waste Management desire to amend the Agreement by increasing the maximum rates as outlined in Sections 6.3 and 6.4 of the Agreement.

NOW, THEREFORE, the City Council of the City of Santa Clarita does hereby resolve as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. The "Sixth Amendment of the Amended and Restated Agreement Between the City of Santa Clarita and USA Waste of California, Inc., for Residential Solid Waste Management Services" (Sixth Amendment), a copy of which is attached hereto, is hereby approved. The City Manager is authorized to execute the Sixth Amendment on behalf of the City.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 23rd day of May 2017

MAYOR

ATTEST:

CITY CLERK

DATE:_____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SANTA CLARITA)

I, Mary Cusick, City Clerk of the City of Santa Clarita, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Santa Clarita at a regular meeting thereof, held on the 23rd day of May 2017, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

CITY CLERK

SIXTH AMENDMENT OF THE AMENDED
AND RESTATED AGREEMENT BETWEEN THE CITY
OF SANTA CLARITA AND USA WASTE OF CALIFORNIA, INC., (WASTE
MANAGEMENT) FOR RESIDENTIAL SOLID WASTE MANAGEMENT SERVICES

This SIXTH AMENDMENT OF THE AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND USA WASTE OF CALIFORNIA, INC., (WASTE MANAGEMENT) FOR RESIDENTIAL SOLID WASTE MANAGEMENT SERVICES, (Sixth Amendment) is entered into this _____ day of _____ 2017, between the City of Santa Clarita, California, a California municipal corporation (City) and USA Waste of California, Inc., a California corporation (Waste Management) to amend that certain “Amended and Restated Agreement Between the City of Santa Clarita and USA Waste of California, Inc., for Residential Solid Waste Management Services.”

WHEREAS, the City is empowered under Section 7 of Article 11 of the California Constitution to make and enforce, within its limits, all police and sanitary ordinances and regulations not in conflict with general laws; and

WHEREAS, in partial implementation of Section 7 of Article 11 of the California Constitution, California Public Resources Code Section 40059 authorizes the City to determine all aspects of handling of solid waste that are of local concern, including the frequency of collection, means of collection and transportation, level of services and nature, location, and extent of waste handling services; and

WHEREAS, on November 20, 2003, the City and Waste Management entered into that certain “Agreement Between the City of Santa Clarita and USA Waste of California, Inc., (Waste Management) for Residential Solid Waste Management Services”(Agreement); and

WHEREAS, on May 24, 2011, the City Council directed staff to execute an Agreement with Waste Management; and

WHEREAS, pursuant to Section 6.3 of the Agreement, Waste Management is entitled to pursue an annual adjustment to its maximum rates for the rate year commencing on July 1, 2017; and

WHEREAS, the City and Waste Management desire to amend the Agreement by adjusting the maximum rates as outlined in Section 6.3 and 6.4 of the Agreement.

NOW, THEREFORE, the City and Waste Management in consideration of their mutual promises, amend the Agreement as follows:

SECTION 1. Amend Exhibit 2 of the Agreement to contain the following maximum rates commencing July 1, 2017:

- Standard Service Rate \$XX.XX per month
- Reduced Rate for no Greenwaste services \$XX.XX per month
- Reduced Rate for Super Saver/Senior/Lifeline Customers \$XX.XX per month
- Mobile Home Service Rate \$XX.XX per month

The multi-family rates will be as follows:

Container Size	Number of Weekly Pickups						
	1	2	3	4	5	6	7
1.5 yd ³	\$69.83	\$139.66	\$209.50	\$279.29	\$349.13	\$418.96	\$488.79
2 yd ³	\$74.44	\$148.85	\$223.27	\$297.73	\$372.13	\$446.55	\$520.98
3 yd ³	\$83.63	\$167.21	\$250.87	\$334.49	\$418.09	\$501.73	\$585.34
4 yd ³	\$92.79	\$185.65	\$278.43	\$371.23	\$464.05	\$556.89	\$649.68

Special Services	Costs
Street Litter Carts	\$20.53 per set per month
Restart Charge	\$20.89
Refuse Overage Extra Pickup	\$6.98 per pickup
Extra Trash Cart	\$13.92 per month
Locking Bin	\$13.93 per bin per month
Bulk Billing Discount	8%
Extra Bulky Item Pickup	\$27.87 per pickup
Additional Bin Cleanings	\$48.74 per cleaning
Extra Bin Empties	\$48.74 per empty
Compactor Rates	2x comparable bin rate
Late Fees	1.5% per month
Emergency Services	\$97.53 per hour
Manure Collection	100% of comparable multifamily bin refuse rate
Prepayment Discount	One month free with 11 months prepaid

SECTION 2. Except as expressly amended herein, all provisions of the Amended and Restated Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SANTA CLARITA
A California Municipal Corporation

Kenneth W. Striplin
City Manager

ATTEST:

Mary Cusick
City Clerk

APPROVED AS TO FORM:

Joseph Montes
City Attorney

WASTE MANAGEMENT

By: _____
[CEO, President, Chairman of the Board or any
Vice President]

And By: _____
[The Secretary, any assistant secretary, CFO
or any assistant treasurer]

State of California)
) County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/heir signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Signature of Notary

Place Notary Seal Above