



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

April 9, 2019

SUBJECT: Public Hearing and Council Discussion and Consideration of Adopting Resolution No. 11-19 Approving Amendments to the Collection Services Franchise Agreement with Recology Yuba Sutter

PREPARED BY: Jim Goodwin, City Manager

Recommendation

It is recommended the City Council:

- Conduct a Public Hearing on the Proposed Amendment
- Upon Close of the Public Hearing, Adopt Resolution No. 11-19 amending the Collection Service Agreement with Recology Yuba Sutter

Background

The City of Wheatland is part of a six-member Joint Powers Authority (JPA) agency known as the Regional Waste Management Authority (RWMA). The RWMA members are Yuba County, Sutter County and the cities of Live Oak, Marysville, Wheatland and Yuba City. One elected council member or board member from each member jurisdiction make up the RWMA Board. Currently Councilmember Jay Pendergraph serves as the City of Wheatland's representative with Councilmember Bob Coe as the alternate.

Since 1990, Wheatland has had an agreement with a private entity, Recology Yuba-Sutter ("Recology"), to provide waste collection and disposal to its residents and businesses. The 1990 collection service agreement was amended to extend it through December 31, 2011. In December 2011 a new collection service agreement was awarded to Recology for the period January 1, 2012 through September 30, 2019.

Sutter County, Yuba County and the cities of Live Oak, Marysville and Wheatland ("Participating Member Agencies") worked together to negotiate a new agreement with Recology. Yuba City conducted a separate procurement process and ultimately also selected Recology.

A new Collection Service Agreement was approved by the Wheatland City Council on September 11, 2018 with an effective date of October 1, 2018. Additional negotiations were

conducted after adoption of the agreement to make minor improvements. Those changes are included in the amendment proposed.

DISCUSSION

The following table presents a summary of changes in the attached amendment.

Section	Current Agreement	Amendment
Bulky Item Service	States Contractor "may" provide service to City service units on a subscription rate	States Contractor shall provide service at no cost to the city
Illegal Dumping Collection	Designated number of collections per month	No limit on number of collections per month and will respond within 24-hours of being notified
Community Clean Up Events	Limited to two (2) per year. Written notification by Contract Administrator within 5 days.	No annual limit. Written notification by Contract Administrator thirty (30) days prior to event.
Initial Service Levels and Adjustments	Potential additional charge for new City Service Units	No charge, however will be discussed with Recology if new City Service Units are added.
Recycling Coordinator	Recycling Manager provided for recycling functions dedicated to RWMA	Recology may add a staff level Recycling Coordinator (in addition to the management position) at no additional charge.

The effectiveness of this Amendment is expressly conditioned on all the other Participating Member Agencies of the Regional Waste Management Authority entering into amendments of their respective Collection Service Agreements that are identical in all material respects to this Amendment.

SUMMARY

Attached is the proposed amendment to the Collection Service Agreement and associated attachments for review and consideration. Staff is recommending approval of the Collection Service Agreement amendment with Recology. Services would commence upon approval of all five participating member agencies of the RWMA, anticipated to be no later than the last day in April 2019.

FISCAL IMPACT

The amendments remove potential additional charges to the city.

Attachments:

1. Public Hearing Notice
2. Resolution No. 11-19
3. Recology Collection Services Agreement Amendment#1

NOTICE OF PUBLIC HEARING

**GARBAGE COLLECTION RATES
AND PROPOSED FRANCHISE AMENDMENT**

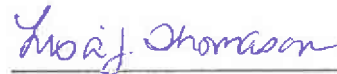
Notice is given that at 6:30 p.m. on Tuesday, April 9, 2019 in the Wheatland Community Center, 101 C Street, Wheatland, CA, or as soon thereafter as may be heard; the City Council of the City of Wheatland will hold a public hearing on the following:

**Proposed revisions to the franchise agreement for recycling
and waste collection services provided by Recology Yuba-
Sutter**

All interested parties are invited to attend the hearing to express their opinions. Written or verbal statements will be accepted at, or prior to, the public hearing. Written statements should be mailed or hand-delivered to the City Clerk's office, Wheatland City Hall, 111 C Street, Wheatland, CA.

The Council Chambers are accessible by wheelchair. If you require auxiliary aids or services (i.e., signing services) to make a presentation to the City Council, the City will be available to assist you. Please contact the City Clerk's office (530-633-2761; at least 72 hours in advance so such aids or services can be arranged.

For Publication by: March 29, 2019



Lisa J. Thomason, City Clerk

RESOLUTION NO. 11-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
APPROVING AMENDMENT NO. 1 TO THE SOLID WASTE
COLLECTION SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF
WHEATLAND AND RECOLOGY
YUBA-SUTTER**

WHEREAS, Wheatland is part of a six member Joint Powers Authority agency formed in 1990 and is now known as the Regional Waste Management Authority (RWMA). The RWMA members are Yuba County, Sutter County and the cities of Live Oak, Marysville, Wheatland and Yuba City; and

WHEREAS, since 1990, Wheatland has had an agreement with a private entity, Recology Yuba-Sutter (“Recology”), to provide waste collection and disposal to its residents and businesses. Recology currently provides exclusive refuse collection, recycling, and transfer station operations to the RWMA members per separate Collection Service Agreements; and

WHEREAS, the prior collection service agreements that all RWMA members had with Recology were set to expire on September 30, 2019.

WHEREAS, five participating member agencies (PMAs), the cities of Live Oak, Marysville and Wheatland and Sutter and Yuba counties, subsequent to negotiations with Recology Yuba-Sutter, concluded that it was in the best interests of all parties and the residents of the jurisdictions to begin new Collection Service Agreements on October 1, 2018. A new Collection Service Agreement between Recology and Wheatland was approved on September 11, 2018 with an effective date of October 1, 2018.

WHEREAS, further discussions occurred between the PMA’s and Recology Yuba-Sutter to amend certain sections of the Collection Service Agreements pertaining to bulky item pick for city service units, illegal dumping pick-up, community clean-up events, additional city service units to be served, recycling coordination provisions; and

WHEREAS, the Contract Administrators, working with our consultant, HF&H Consultants LLC, worked to include the aforementioned collection service agreement amendments; and

WHEREAS, the Wheatland City Council may amend the Collection Service Agreements with Recology Yuba-Sutter; and

WHEREAS, the City of Wheatland desires to adopt the amendments; and

WHEREAS, based on the foregoing, good cause has been shown to justify the amendments.

NOW, THEREFORE, BE IT RESOLVED that the Amendment to the Collection Service Agreement between the City of Wheatland and Recology Yuba-Sutter, which is attached hereto marked as Attachment “A” and by this reference is incorporated herein as though set forth in full, is adopted and the Mayor is authorized to execute same.

PASSED AND ADOPTED at a regular meeting of the Wheatland City Council on the 9th day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Joseph Henderson

Attest:

Lisa J. Thomason, City Clerk

AMENDMENT NO. 1 TO COLLECTION SERVICE AGREEMENT

March 12, 2019

This Amendment No. 1 to the Collection Service Agreement for solid waste collection, disposal, and recycling services (this "Amendment") is made this 12th day of March 2019, by and between the City of Wheatland, California ("CITY") and Recology Yuba-Sutter.

RECITALS

A. On September 11, 2018, CITY entered into a Collection Service Agreement (the "Agreement") with Recology Yuba-Sutter for solid waste collection, disposal, and recycling services within the corporate limits of CITY. The Agreement expires on September 30, 2028.

B. CITY and Recology Yuba-Sutter mutually desire to amend the Agreement by executing this Amendment to reflect negotiated changes to certain provisions of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. AMENDMENT OF CERTAIN PROVISIONS OF THE AGREEMENT

CITY and Recology Yuba-Sutter agree that the following provisions of the Collection Service Agreement shall be amended to read in their entirety as follows:

"5.9.D. Bulky Item Service. During the Term of this Agreement CONTRACTOR shall provide Bulky Item Collection Service to CITY Service Units in the Service Area at no charge to the CITY."

"5.9.H. Illegal Dumping Collection. CONTRACTOR shall provide on-call collection of illegally dumped items in the Service Area within twenty-four (24) hours of notification by CITY at no charge to the CITY. CONTRACTOR shall provide a designated contact to the CITY for notification of illegally dumped items. CONTRACTOR shall not be required to Collect materials not safely accessible by Collection vehicles and/or personnel."

"5.9.I. Community Clean-up Events. CONTRACTOR shall, in response to the written request of the Contract Administrator, deliver and Collect Drop Box Containers for use in CITY community clean-up events. Each community clean-up event shall consist of a single Collection day beginning at 6:00 a.m. and ending at 6:00 p.m. The Contract Administrator shall notify CONTRACTOR in writing not less than thirty (30) Days prior to the date of the event. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Drop Box Containers, the location for delivery, and the number of and sizes of the Drop Box Containers to be delivered. As part of this service, CONTRACTOR shall provide on-site supervision at all times the Drop Box Containers are available for community clean-up services. At such time as a Drop Box Container is full, but not later than the end of the community clean-up event day, CONTRACTOR shall transport and deliver the Collected materials to the appropriate Approved Facility for the disposition or processing of the materials.

With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a community clean-up event in a vehicle or container other than a Drop Box Container. However, in the event the CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, Diverted, and Disposed in a manner that is acceptable to the CITY."

“5.9.J. Initial Service Levels and Adjustments. The initial services and service levels to be provided at no charge to the CITY under subsections A, B, C, and E above are as set forth in Exhibit D. CITY may amend this list of services and service levels during the Term of this Agreement by notifying CONTRACTOR of the change by email or in writing.”

“5.11.A. Recycling Coordinator. CONTRACTOR shall provide a full time management level employee to serve as Recycling Coordinator for a minimum of forty (40) hours per week whose time is totally dedicated to the RWMA Service Area during the Term of the Agreement and whose function during normal business hours of each Residential Service Work Day shall be to provide services related to the Collection Service Agreement, including but not limited to, public education and outreach. CONTRACTOR may, at their discretion, provide an additional staff level Recycling Coordinator whose time is not fully dedicated to the RWMA Service Area.”

2. CONDITIONS FOR EFFECTIVENESS OF THIS AMENDMENT

The effectiveness of this Amendment is expressly conditioned on all the other Participating Member Agencies of the Regional Waste Management Authority entering into amendments of their respective Collection Service Agreements that are identical in all material respects to this Amendment.

3. Except as modified by this Amendment, the Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

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

CITY OF WHEATLAND

RECOLOGY YUBA-SUTTER

By: _____
Joseph Henderson, Mayor
City of Wheatland

By: _____
Michael J. Sangiacomo
President & CEO