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RESOLUTION NO. 2009-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE FIRST AMENDMENT TO EXCLUSIVE SOLID WASTE
HANDLING FRANCHISE AGREEMENT AND THE FIRST AMENDMENT
TO EXCLUSIVE LICENSE AGREEMENT FOR RECYCLING**

WHEREAS, the City and Solano Garbage Company entered into the Exclusive Solid Waste Handling Franchise Agreement on March 17, 1998 and the Exclusive License Agreement for Recycling on March 3, 1998; and

WHEREAS, both agreements were for 20-year terms, and each Agreement allowed for an opportunity to discuss modifications to the agreements after ten years; and

WHEREAS, staff from both the City and Solano Garbage Company have met and agreed upon certain changes in the two Agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City that:

Section One: The attached First Amendment to Exclusive Solid Waste Handling Franchise Agreement is hereby adopted as of the date of this Resolution; and

Section Two: The attached First Amendment to Exclusive License Agreement for Recycling is hereby adopted as of the date of this Resolution; and

Section Three: The City Manager is authorized to execute any and all documents necessary to implement the terms of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, duly held on the 6th day of January, 2009 by the following vote:

AYES:	Councilmembers:	<u>Day, Derting, Hudson, Segala, Sanchez</u>
NOES:	Councilmembers:	<u>None</u>
ABSENT:	Councilmembers:	<u>None</u>
ABSTAIN:	Councilmembers:	<u>None</u>

WITNESS my hand and the seal of said City this 6th day of January 2009.



Donna Pock, Deputy City Clerk

**AMENDMENT TO
EXCLUSIVE SOLID WASTE HANDLING
FRANCHISE AGREEMENT**

This First Amendment to the Exclusive Solid Waste Handling Franchise Agreement ("Agreement") dated March 17, 1998 ("Amended Agreement") is made and entered into this 5th day of FEB, 2009, by and between the City of Suisun City ("City") and Solano Garbage Company ("Contractor") (collectively, "the Parties").

1. Extended Term: Section 1 of the Agreement is amended to extend the term of the Agreement from December 31, 2018 to December 31, 2023.

2. Clean-up Days: Section 9 of the Agreement is amended to add a new Section 9 (f):

"Contractor agrees to participate in up to four City Neighborhood Clean-up Days per year, at the request of City. Contractor agrees to charge City only its direct costs for such participation."

3. Revised Rate Adjustments: The existing Exhibit B, entitled "Annual Rate Adjustment of Rates for Acceptable Solid Waste Collection" is hereby deleted in its entirety and replaced with a new Exhibit B, as presented in Attachment I of this Amended Agreement.

4. Revised Industrial Rates: Pursuant to Section 8 (d) of the Agreement, Contractor has notified City staff that it intends to modify industrial rates to be in line with surrounding communities in Solano County, California. Specifically, the industrial rates will be increased to be the same as those rates charged in the City of Fairfield. City staff has reviewed this request and confirms that this increase is consistent with the provisions of Section 8 (d) of the Agreement.


5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amended Agreement as of the day and year first above written.

CITY OF SUISUN CITY,
A municipal corporation

By: 

ATTEST:


City Clerk, DEPUTY

SOLANO GARBAGE COMPANY,

By: 

EXHIBIT B

ANNUAL RATE ADJUSTMENT OF RATES FOR ACCEPTABLE SOLID WASTE COLLECTION

1. Effective January 1, 2009, the monthly rates to be charged by Contractor for residential service provided within the geographic boundaries of the City shall be as follows:

Standard Service: \$22.00 for solid waste and yard waste service

Optional Services: *Additional Solid Waste Container on an Annual Basis:*
\$8.23 per month for each additional solid waste container

Additional Solid Waste Container on a Seasonal or Month-to-Month Basis: \$8.23 per month for each additional solid waste container

2. During the term of this Agreement, on each January 1st, all rates for residential collection by Contractor of Acceptable Solid Waste and Yard Waste within the geographic boundaries of the City shall be adjusted in accordance with the following formula:
 - a. Compute the percentage change in the San Francisco-Oakland Metropolitan Area Consumer Price Index for All Urban Consumers (CIP-U) for the month of April of the preceding year.
 - b. Adjust the rate previously established according to this section by the adjustment factor calculated pursuant to subdivision (a), the rate to be rounded up or down to the nearest \$0.05.
3. Throughout the term of this Agreement, all fees and charges relating to governmental mandated costs (e.g., County Solid Waste Fee collected by Contractor, landfill-related environmental cleanup, removal and response costs, etc.) shall be adjusted separately based on the then-current amount of governmentally mandated costs at issue. It is understood and agreed that the Contractor is acting as an agent to ensure collection and payment of such fees and charges, and any changes in such fees and charges are not intended to alter the compensation to be received by Contractor for any services contractor provides pursuant to this Agreement.
4. As of the effective date of this Agreement, the County Solid Waste Fee to be charged by Contractor for residential service provided within the geographic boundaries of the City shall be as follows: \$0.36 per residence per month.
5. Within three years from the effective date of this Agreement, the Parties agree to review recycling efforts and the rate structure as it relates to Municipal Solid Waste and Recycling. Such review shall take into consideration any legislative or regulatory changes and the potential need to modify the City's solid waste collection charges to facilitate recycling efforts.

6. Notwithstanding Section 5 of this Exhibit, at any time during the Term of this Agreement that the County of Solano, State of California or federal government imposes regulations not anticipated by this Agreement, the Parties shall meet and confer to determine modifications to this Agreement to address such regulatory changes, if any.