

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM No : C-5

DATE: August 13, 2009

SUBJECT: Resolution No. 09-16 and Resolution No. 09-17
Granting a 1-Month Franchise Extension with Rabanco for
Recycling, Yard Waste, Roll-off and Commercial Services

CONTACT PERSON: Deborah Knight, City Administrator

ISSUE:

The issue before the Council is authorizing the Mayor to sign Resolution 09-16 and Resolution 09-17 granting a 1-month Franchise extension (Attachment A) with Rabanco dba Allied Waste of Lynnwood for residential and commercial recycling services until August 31, 2009.

The proposed extensions to the franchise agreements were approved by the City Council at the November 13, 2008 meeting as Consent Agenda Item #11. The franchise extensions are returning to the Council for action as resolutions to be compliant RCW 35.23.251 (Attachment B).

STAFF RECOMMENDATION:

1. Authorize the Mayor to sign Resolution No. 09-16 extending the Franchise Agreement between the City of Sultan and Rabanco dba Allied Waste of Lynnwood for roll off drop box collection, compactor service and commercial recycling.
2. Authorize the Mayor to sign Resolution No. 09-17 extending the Franchise Agreement between the City of Sultan Rabanco dba Allied Waste of Lynnwood and for collection of recyclables and residential yard waste.

SUMMARY:

In 2003 the City entered into a franchise agreement with Rabanco Connections dba as Lynnwood Disposal (now known as Allied Waste) to provide curbside recycling services and residential yard waste collection. A separate franchise for roll off drop collection, compactor services and commercial recycling was also approved. These were five year franchise agreements that expired in April 2008.

The City Council approved a 9-month extension to the franchise agreement on March 8, 2008. This extension expired on December 31, 2008. Other priority work items delayed

staff from getting started on the RFP process. The council further extended the agreement until July 31, 2009.

The council awarded a seven-year contract to Rabanco on July 23, 2009. The contract will go into effect in September. The parties have agreed to extend the contract for one-month until August 31, 2009 to allow for transition time and public notification of rate increases.

At this time the only change to the franchise agreements will be to Section 2, Term of the Agreement.

ALTERNATIVES:

1. Authorize the Mayor to sign Resolution 09-16 and 09-17 to extend the existing franchise agreement until August 31, 2009 to allow time to transition to the new contract and recycling rates.
2. Do not authorize the Mayor to extend the existing franchise agreement until August 31, 2009 and direct staff to areas of concern.

STAFF RECOMMENDATION:

Staff recommends extending the current franchise to August 31, 2009 and proceeding with the work to transition to the new contract.

MOTION:

1. Authorize the Mayor to sign Resolution No. 09-16 extending the Franchise Agreement between the City of Sultan and Rabanco dba Allied Waste of Lynnwood for roll off drop box collection, compactor service and commercial recycling.
2. Authorize the Mayor to sign Resolution No. 09-17 extending the Franchise Agreement between the City of Sultan and Rabanco dba Allied Waste of Lynnwood for collection of recyclables and residential yard waste.

ATTACHMENTS:

- A. Resolution No. 09-16
- B. Resolution No. 09-17

City of Sultan
RESOLUTION NO. 09-16

A RESOLUTION of the City of Sultan, Washington, Extending
the Franchise Agreement Between the City of Sultan and Rabanco,
Ltd dba Allied Waste of Lynnwood for Roll off Drop Box
Collection, Compactor Service and Commercial Recycling

WHEREAS, on April 21, 2003, the Parties entered into a five-year franchise agreement for services (“Agreement”) for the collection of recyclables and residential yard waste; and

WHEREAS, the Agreement expired on April 21, 2008; and

WHEREAS, on March 8, 2008, the Parties extended the Agreement until December 31, 2008 to allow the City time to prepare a request for proposal and select a provider as required under Sultan Municipal Code Chapter 13.20; and

WHEREAS, other City priorities and staffing shortages during the First Addendum extension period made it difficult to prepare a request for proposal and select a provider before December 31, 2008; and

WHEREAS, on December 11, 2008 the Parties extended the Agreement until July 31, 2009 to allow time for a competitive request for proposal process; and

WHEREAS, the City Council conducted a request for proposal process and on July 23, 2009 awarded a 7-year contract to Rabanco, Ltd dba as Allied Waste of Lynnwood for drop box collection, compactor service and commercial recycling; and

WHEREAS, the Parties agree to extend the Agreement to August 31, 2009 to allow time to finalize the contract negotiations and provide public notice of rate increases;

NOW THEREFORE, in consideration of the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 2 of the Agreement. Section 2 of the Agreement Between the City of Sultan and Rabanco Companies for Roll Off Drop Box Collection, Compactor Service & Commercial Recycling Transportation and Disposal Services, dated April 21, 2003, is hereby revised to provide in its entirety as follows:

2. Term of Agreement.

The term of the Agreement shall be from July 31, 2009 to August 31, 2009. The parties may extend the term by mutual agreement in writing.

Section 2. Effect of Extension. This extension is in addition to the Agreement. Except as otherwise provided herein, the provisions of this extension modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if extension did not exist.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this _____ day of _____, 20_____.

CITY OF SULTAN

SERVICE PROVIDER:

By: _____
Carolyn Eslick, Mayor

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
Office of the City Attorney

City of Sultan
RESOLUTION NO. 09-17

A RESOLUTION of the City of Sultan, Washington, Extending the Franchise Agreement Between the City of Sultan and Rabanco, Ltd. dba Allied Waste of Lynnwood for Collection of Recyclables and Residential Yard Waste

WHEREAS, on April 21, 2003, the City of Sultan and Rabanco, Ltd. (“Parties”) entered into a five-year franchise agreement for services (“Agreement”) for the collection of recyclables and residential yard waste; and

WHEREAS, the Agreement expired on April 21, 2008; and

WHEREAS, on March 8, 2008, the Parties extended the Agreement until December 31, 2008 to allow the City time to prepare a request for proposal and select a provider as required under Sultan Municipal Code Chapter 13.20; and

WHEREAS, other City priorities and staffing shortages during the First Addendum extension period made it difficult to prepare a request for proposal and select a provider before December 31, 2008; and

WHEREAS, on December 11, 2008 the Parties extended the Agreement until July 31, 2009 to allow time for a competitive request for proposal process; and

WHEREAS, the City Council conducted a request for proposal process and on July 23, 2009 awarded a 7-year contract to Rabanco, Ltd dba as Allied Waste of Lynnwood for collection of recyclables and residential yard waste; and

WHEREAS, the Parties agree to extend the Agreement to August 31, 2009 to allow time to finalize the contract negotiations and provide public notice of rate increases;

NOW THEREFORE, in consideration of the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 2 of the Agreement. Section 2 of the Agreement Between the City of Sultan and Rabanco Companies for the Collection of Recyclables and Residential Yard Waste, dated April 21, 2003, is hereby revised to provide in its entirety as follows:

2. Term of Agreement.

The term of the Agreement shall be from July 31, 2009 to August 31, 2009. The parties may extend the term by mutual agreement in writing.

Section 2. Effect of Extension. This extension is in addition to the Agreement. Except as otherwise provided herein, the provisions of this extension modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this extension did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this _____ day of _____, 20____.

CITY OF SULTAN

SERVICE PROVIDER:

By: _____
Carolyn Eslick, Mayor

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
Office of the City Attorney