R-20-83

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SECOND AMENDMENT TO RESIDENTIAL RECYCLABLE MATERIAL COLLECTION AND PROCESSING AGREEMENT WITH WASTE MANAGEMENT OF ARKANSAS, INC., THE CITY OF LITTLE ROCK, THE CITY OF SHERWOOD, AND THE REGIONAL RECYCLING AND WASTE REDUCTION DISTRICT; AND FOR OTHER PURPOSES.

WHEREAS, recycling is important to future generations and the immediate needs related to landfills; and

WHEREAS, pursuant to Resolution No. 7870 passed June 27, 2011, and Resolution No. 7947 passed October 24, 2011, the City of North Little Rock entered into an agreement with the Regional Recycling and Waste Reduction District ("District"), the City of Little Rock, the City of Sherwood, and Waste Management of Arkansas, Inc. ("Waste Management") for residential recycling curbside pick-up services; and

WHEREAS, pursuant to Resolution No. 9521, passed September 24, 2018 and Resolution No. 9563, passed December 10, 2018, the original agreement was amended to extend through March 31, 2021; and

WHEREAS, Waste Management, the City of North Little Rock, the City of Little Rock, the City of Sherwood, and the District have reached an agreement to extend the contract through March 31, 2024 upon the terms set out in Second Amendment to Residential Recyclable Materials Collection and Processing Agreement (attached as Exhibit A); and

WHEREAS, it is in the best interest of the City and its residents to continue to provide for residential recycling curbside pick-up services and to enter into the second amendment to the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into the Second Amendment to Residential Recyclable Materials Collection and Processing Agreement (substantially similar to Exhibit "A" attached hereto).

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED: APPROVED:

_____ _____

Mayor Joe A. Smith

SPONSOR:

Mayor Joe A. Smith

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 11:15 A.M. _____ P.M.

By Amy Fields, CA

DATE 6-16-20

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY

EXHIBIT
tabbies
A

SECOND AMENDMENT TO RESIDENTIAL RECYCLABLE MATERIALS COLLECTION AND PROCESSING AGREEMENT

This "**SECOND AMENDMENT TO RESIDENTIAL RECYCLABLE MATERIALS COLLECTION AND PROCESSING AGREEMENT** (this "Second Amendment") is entered into by and between the Regional Recycling and Waste Reduction District (the "District"); District members the City of Little Rock, the City of North Little Rock, and the City of Sherwood (collectively referred to as "Cities" or "City"); and Waste Management of Arkansas, Inc., (the "Contractor"). The word "Parties" refers collectively to all the Cities, the District, and Contractor collectively.

W I T N E S S E T H:

WHEREAS, the Cities, the District and Contractor previously entered into a certain Residential Recyclable Materials Collection and Processing Agreement that took effect April 2, 2012 ("Agreement" or "Contract"), which was amended by the First Amendment to Residential Recyclable Materials Collection and Processing Agreement in December 2018, (collectively, the "Agreement"), whereby Contractor agreed to provide residential single stream material collection, transportation, and processing to the residences located within the Cities, as more particularly set forth in the Agreement;

WHEREAS, the Agreement is currently set to expire on March 31, 2021;

WHEREAS, the Cities desire to continue providing residential single stream material collection, transportation, and processing to their residents and Contractor desires to continue providing such services;

WHEREAS, the Cities, the District, and the Contractor desire to extend the Agreement upon mutually acceptable terms to all Parties;

WHEREAS, the Parties desire to modify the Agreement as more particularly set forth below, and to extend the term of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

1. Section 3 of the Agreement, entitled "Term," is hereby modified and replaced by the following:

   3. TERM. The Term of the Agreement is hereby extended through March 31, 2024. The Parties shall be allowed to renew or extend this Agreement only upon mutual written consent of all Parties.

2. Section 4.01.a. of the Agreement is hereby modified to add the following new sentence:

   The Contractor shall provide an additional Recycling Container to a residential unit upon request up to a maximum of three (3) Recycling Containers per residential unit.

3. "Exhibit A – Specifications" of the Agreement is hereby modified to add Glass food and beverage containers – brown, clear, or green to the list of Recyclable Materials. The modified Exhibit A is attached to this Second Amendment for all purposes and supersedes prior versions of Exhibit A - Specifications.

4. Section 4.01.g. of the Agreement is hereby modified as follows:

   4.01.g. Recycling Education/Projects for Customers

   Contractor agrees to provide up to a maximum of $5,000.00 per month beginning April 1, 2021 through March 31, 2024 for Contractor approved recycling education special projects. The District, Contractor and/or Cities are responsible for developing the initial design and scope of each special project, which the Contractor shall approve. The Contractor's representative(s) shall prepare proposals to bid the services and materials needed for each special project to ensure the most qualified and reasonably priced bidder is retained.

5. The agreed upon rates for the Term of the Second Amendment shall be as follows, hereby amending Section 8.01a, entitled Base Rates of the Agreement:

   8.01. a. Base Rates

   (i) During the Term of the Second Amendment, Contractor's rate for Residential Recyclable Materials collection, transportation, and processing shall be:

   Effective April 1, 2021 through March 31, 2022, the Cities agree that the base rate per Residential Unit paid to Contractor shall be $5.39 per month and an additional $3.00 for each additional Recycling Container provided by Contractor to a residential unit at that unit's request.

   Effective April 1, 2022 through March 31, 2023, the Cities agree that the base rate per Residential Unit paid to the Contractor shall be $5.58 per month and an additional $3.11 for each additional Recycling Container provided by Contractor to a residential unit at that unit's request.

   Effective April 1, 2023 through March 31, 2024, the Cities agree that the base rate per Residential Unit paid to the Contractor shall be $5.78 per month and an additional $3.22 for each additional Recycling Container provided by Contractor to a residential unit at that unit's request.

6. Capital words used in this Second Amendment shall have the meaning assigned in the Agreement or in this Second Amendment. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Second Amendment, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, this Second Amendment has been executed as of latest date set forth below.

Signatures on the following page

WASTE MANAGEMENT OF ARKANSAS, INC.

BY: _____
Eddie McManus
Its: Area Vice-President

Date: _____

CITY OF LITTLE ROCK, ARKANSAS

By: _____
Frank Scott, Jr.
Its: Mayor

Date: _____

Approved as to Legal Form:

Thomas M. Carpenter
City Attorney

By: _____
Beth Blevins Carpenter
Deputy City Attorney

CITY OF NORTH LITTLE ROCK, ARKANSAS

By: _____
Joe Smith
Its: Mayor

Date: _____

Approved as to Legal Form:

By: _____
Amy Fields, City Attorney

CITY OF SHERWOOD, ARKANSAS

By: _____
Virginia Young
Its: Mayor

Date: _____

Approved as to Legal Form:

By: _____
Steve Cobb, City Attorney

THE REGIONAL RECYCLING AND WASTE REDUCTION DISTRICT

By: _____
Craig Douglass
Its: Executive Director

Date: _____

EXHIBIT A – SPECIFICATIONS

The following is the list of acceptable **RECYCLABLE MATERIALS** which must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Magazines, glossy inserts and pamphlets
Plastic containers with symbols #3, #4, #5, and #7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books and paperback books	OCC ("old corrugated containers")/cardboard (uncoated)
Glass food or beverage containers – brown, clear, or green - empty	Cartons

CONTAMINATION (i.e., Non-Recyclables) includes, but is not limited to the following:

Bagged materials (even if containing Recyclables)	Microwavable trays
	Plastic bags of any size or type
Mirrors or window or auto glass	Coated cardboard
Light bulbs	Plastics unnumbered
Porcelain and ceramics	Coat hangers
Plastic #7 - Expanded polystyrene	Household appliances and electronics
Glass and metal cookware/bakeware	Yard waste, construction debris, and wood
Hoses, cords, wires	Needles, syringes, IV bags or other medical supplies
Flexible plastic or film packaging and multi-laminated materials	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Food waste and liquids, and containers containing such items	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Excluded Materials or containers which contained Excluded Materials	Propane tanks, batteries
Any Recyclable Materials or pieces of such less than 2" in size in any dimension	Aseptic containers

DELIVERY SPECIFICATIONS:
Contractor may reject in whole or in part, or may process, in its sole discretion, Single Stream materials not meeting the Specifications in accordance with the terms of the Agreement.

"Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations.

Contractor can provide evidence or documentation to substantiate a market condition change that necessitates a temporary or permanent need to modify the program and remove a particular Recyclable Material and/or allow Contractor to dispose of that particular Recyclable Material based on market conditions. The Cities and Contractor will jointly review the request and mutually determine how to modify the program for a particular material.