



SYRACUSE CITY

Syracuse City Council Special Business Meeting

April 26, 2022 – immediately following the City Council Work Session, which begins at 6:00 p.m.

In-Person Location: Syracuse City Hall, 1979 W. 1900 S.

Electronic: Via [Zoom](#)

Connect via telephone: +1-301-715-8592 US, meeting ID: 875 1728 9962

Streamed on Syracuse City [YouTube Channel](#)

1. Meeting called to order
Adopt agenda
2. Proposed Resolution R22-18 authorizing the Mayor to execute a contract with Robinson Waste Services for hauling solid waste services. (5 min.)
3. Consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the character, professional competence, or physical or mental health of an individual; pending or reasonably imminent litigation; or the purchase, exchange, or lease of real property (if necessary).
4. Adjourn.

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In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

#### **CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 21<sup>st</sup> day of April, 2022 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.gov/>. A copy was also provided to the Standard-Examiner on April 21, 2022.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

April 26, 2022

Agenda Item #2

Authorize Administration to execute solid waste services contract with Robinson Waste.

### *Factual Summation*

- Any questions regarding this item can be directed at Admin Services Director, Stephen Marshall or City Manager Brody Bovero.
- The city currently contracts with Robinson Waste Services for all curbside solid waste and green waste services.
- A request for proposal (RFP) was sent out at the request of the city council. We received two proposals. The two bids were from Robinson Waste and Ace Disposal. The low bidder was Robinson Waster Services.
- This contract renewal would run for 5 years commencing on May 1, 2022 and running through April 30, 2027.

### *Action Items*

The following items outline the actions to be taken:

1. Consider authorizing administration to execute contract with Robinson Waste for solid waste services.

**RESOLUTION R22-18**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ROBINSON WASTE SERVICES FOR HAULING SOLID WASTER SERVICES.**

**WHEREAS**, the City Council of Syracuse City wishes to provide a garbage waste program for its citizens; and

**WHEREAS**, Syracuse City has contracted with Robinson Waste for garbage hauling services in the past;

**WHEREAS**, Syracuse City sent a request for proposal (RFP) to all qualified solid waste hauling companies;

**WHEREAS**, the City Council has reviewed the RFP for garbage hauling services and determined it is in the City's best interest to award the contract to Robinson Waster Services,

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF SYRACUSE DAVIS COUNTY, STATE OF UTAH, AS FOLLOWS:**

**SECTION 1. Approval.** The garbage hauling services contract is hereby awarded to Robinson Waster Services for a period of 5 years with the terms as set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

**SECTION 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**SECTION 3. Effective Date.** This Resolution shall become effective upon issuance.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 26<sup>th</sup> DAY OF APRIL, 2022.**

**SYRACUSE CITY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, City Recorder

By: \_\_\_\_\_  
Dave Maughan, Mayor

## **WASTE COLLECTION AGREEMENT**

SYRACUSE CITY CORPORATION, a municipal corporation at 1979 West 1900 South, Syracuse, Davis County, State of Utah, hereinafter referred to as “City”, and Robinson Waste Services, Inc., 2719 N. Fairfield Road, Layton, Davis County, State of Utah, hereinafter referred to as “Contractor”, hereby agree as follows:

### **RECITALS**

#### **I**

The City is a municipal corporation of the State of Utah and provides waste removal services by agreement to the residents and inhabitants of the City.

#### **II**

The Contractor is in the business of collecting and removing waste and green waste hereinafter referred as “waste” for appropriate disposal.

#### **III**

The City has implemented an automated waste removal system using City provided refuse containers designed for automatic curbside collection.

#### **IV**

The City and the Contractor desire to enter into an agreement under the terms and provisions of which the Contractor will pick up and dispose of waste and green waste placed at curbside in City provided containers by the residents and inhabitants of the City.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein and other good and valuable consideration, the parties do hereby agree as follows:

#### **1. WASTE COLLECTON**

- A. Contractor agrees to pick up waste from the curbside at each residential unit, including apartments, duplexes, and all other types of residential units and small commercial units, presently serviced by the City, and each new residential unit when constructed on an improved street within the waste collection area.
- B. Pickup shall be not less than once a week, one the same day of each week, starting at 5:00 am, except where special circumstances exist and the City has granted advanced permission to make pickups on a different day of the week or time of day.

- C. The service will include a collection from the Syracuse City Municipal Building located at 1979 West 1900 South, Syracuse, Utah and all other City owned properties to be designated in writing from the City to Contractor.
- D. Contractor shall provide special assistance to elderly and handicapped residents as hereinafter described.
- E. During the term of this Agreement, the Contractor is granted an exclusive right to collect all residential solid waste covered by this Agreement and generated within the City. Should the City determine in the future to offer recyclable collection and disposal services to its residents, Contractor shall provide such services. Payment for such services shall be in accordance with **Section 7. PAYMENT.**
- F. Contractor agrees to pick up green waste weekly from each location identified in subsection A that has City provided green waste containers, including locations that add green waste containers within the waste collection area. For the period that green waste continues as an opt-in program, green waste collection shall occur each year of this agreement beginning the first full week of April through the last full week of November on the same day each week throughout the garbage collection area.

2. **COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL ESTABLISHMENTS**

Contractor may deal directly with business, commercial, industrial and institutional establishments on the same basis as other commercial waste contractors, and all sums collected by the Contractor from such entities shall be paid directly to the Contractor as compensation for servicing such entities and Contractor shall not be required to account to the City for such accounts.

3. **ADDITIONAL BENEFITS**

Contractor has agreed to offer the following benefits to City:

- Curbside Christmas Tree Program the first Monday and Tuesday of the first full week of the New Year.
- Garbage Collection for all City Special Events.

4. **CLEAN AND WORKMANLIKE MANNER**

Contractor agrees that waste pickup provided in this Agreement shall be done by Contractor in a clean and workmanlike manner and with as little inconvenience as possible to the inhabitants of the City.

Any waste spilled, dropped or scattered in any manner by the Contractor or its employees or agents thereof shall be gathered or picked up immediately by the Contractor and not

allowed to remain in the street. If waste is missed at any collection stop through no fault of the occupant, the Contractor agrees to return to the collection stop and make a collection as requested to do so by the City. Contractor agrees that all collection under this Agreement shall be done in accordance with the ordinances, rules and regulations of the City and the State of Utah, to the satisfaction of the City.

5. **CONTAINER LOCATION AND CARE**

- A. Waste put out for collection will be placed on the curb line or within two feet of the pavement where no curb exists.
- B. The containers shall be designed specifically for automated collection, and Contractor shall not be obligated or required to collect waste in any other form, or from any other type or size container.
- C. The Contractor shall use care in handling such containers to ensure that they are not damaged during the collection process.
- D. The containers provided for herein shall be furnished by the City at no cost or expense to the Contractor, except in the case of damage to such containers through negligence on the part of the Contractor.

6. **TERMS**

- A. The term of this Agreement shall be for a period commencing May 1, 2022, and ending April 30, 2027, inclusive.
- B. The Agreement may be extended for a subsequent term(s) upon mutual agreement of both the City and the Contractor. It shall be the duty of the Contractor to notify the City within ninety (90) days prior to the expiration of this Agreement, that such Agreement is approaching its termination date. Upon receiving such notice, the City and Contractor may negotiate any extensions to this Agreement upon such terms as the parties may deem appropriate. Either party may independently decline to extend the Agreement for any additional term(s). Any amendments to the Agreement shall be valid only if set forth in writing and signed by the parties hereto.

## 7. PAYMENT

- A. The current services rates are hereby guaranteed for the initial Agreement year, May 1, 2022 through April 30, 2023. The rates are as follows:

First Waste Container: \$4.60 per month per residence

Each Additional Waste Containers: \$1.70 per month per residence

Green Waste Container: \$4.50 per month per residence

- B. City agrees to pay Contractor a fuel allowance per household, (first waste container and first green waste container) per month, of twenty five percent (25%) of the price of diesel over three dollars and sixty-nine cents (\$3.69) per gallon used during waste and green waste collection. The calculation shall be tied to the prior month's average of the Highway Diesel Price Index published by the U.S. Office of Energy Statistics' weekly retail on-highway diesel prices for the Rocky Mountain Region (PADD 4). Any changes in diesel fuel prices, either up or down, would then impact the monthly residential rate, if and only if, the prior month's average exceeds \$3.69 per gallon. The rate will be adjusted up by \$0.025 for every \$0.10 per gallon above \$3.69 per gallon and down by \$0.025 for every \$0.10 per gallon below \$3.69 per gallon.
- C. If the option for additional terms is exercised, the payment amount in Section 6 (A) herein may be negotiated by the Contractor and the City. Such adjustments shall be made by written addendum to this Agreement.
- D. Payment for services provided for herein shall be made by the City on or before the 15<sup>th</sup> day of each month for services rendered during the prior calendar month.
- E. Contractor will be eligible for a Cost of Living Adjustment at the beginning of the second year and subsequent years of the Agreement, the rates set forth in Section 6 (A) shall be adjusted annually on the anniversary date of the Agreement to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index for All Urban Consumers: Midwest Region as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the prior calendar year pending an annual review with the City. Any percent change in the CPI shall equal the percent change in the collection rate, with a floor no lower than zero percent (0%) per year.

Contractor may request in writing a modification of payment rates beyond a Cost of Living Adjustment if there has been noticeable increase in operating expenses to the Contractor and sufficient documentation is presented to substantiate the need for the

increase. Any modification outside the Cost of Living Adjustment would be subject to City approval.

8. **CLAIMS AND INSURANCE**

- A. It is understood and agreed that the Contractor performs the services covered by this Agreement as an independent contractor and not as an employee or agent of the City. The purpose of this Agreement is to secure, for the City the collection of waste within the City as more fully described in Section 1(A) of this Agreement, in a clean orderly and workmanlike manner. Subject to the terms herein, Contractor shall perform and carry out the responsibilities of this Agreement in its discretion and without interference to or direction from the City.
- B. The Contractor shall indemnify and hold harmless, the City and its officers, agents, servants, and employees from claims, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Agreement or by or in consequence of any negligence or act or omission of the Contractor of its employees, agents or subcontractors in fulfilling this contract except to the extent the claims, damages, costs or expenses result from the negligence of the City. The Contractor shall also obtain and maintain in effect during the term of this Agreement vehicle liability insurance, together with a comprehensive general liability policy covering its operations pertaining to the City, both with liability limits not less than \$2,000,000 per occurrence and an aggregate of \$4,000,000, naming the City as an additional insured. Certificates of insurance shall be filed with the City before work is commenced by the Contractor. The Contractor shall maintain in force sufficient Workers Compensation Insurance on all employees, in accordance with the requirements of Title 35, Chapter 1, Utah Code Annotated, 1953, and amendments thereto.
- C. The Contractor shall obtain and present to the City as stated above, insurance to be in effect or furnish as a condition precedent to the commencement of the effective date of this Agreement, which coverage must remain in effect for the duration of this Agreement or any extension thereof. Failure to maintain continuous coverage as stated herein shall give the City the option to terminate this Agreement without obligation to the Contractor.

9. **EQUIPMENT AND LABOR**

Contractor shall furnish all of its own labor, material and equipment of any kind and description necessary for the performance of the obligations of this Agreement.



## **10. VEHICLE DUMPING**

All vehicles used by the Contractor shall be sanitary and of leak resistant construction and shall not be overloaded so as to create the likelihood of spilling or dropping waste. All vehicles shall be in safe operable condition and shall conform to all applicable Federal, State and local safety requirements.

Contractor shall deliver all waste and green waste to Wasatch Integrated Waste Management District. The City will pay all tipping fees charged by Wasatch Integrated Waste Management District for general waste and green waste delivered under the terms of this Agreement.

## **11. DEFINITION OF WASTE**

- A. The term “waste” shall be construed to include, but not limited to, any organic refuse or waste, animal or vegetable matter (except body waste), cans, bottles, rubbish, waste paper, refuse, rags, crockery, trash, cut up Christmas trees, and household non-hazardous refuse or debris of any description or kind. Hazardous waste of any quantity is not allowed.
- B. Material that may be damaging to equipment may not be picked up at the discretion of Contractor. In the event Contractor elects not to pick up material as described in this Section 10(B), Contractor shall document the date and location and provide said information to the City.
- C. All waste shall be placed in the containers described herein.

## **12. SUPERVISION BY CITY MANAGER**

All work, including points of collection, shall be carried out in accordance with the general directions of the City Manager or a designee of the City Manager; however, it is specifically understood and agreed that Contractor is performing all work as an independent contractor, as herein stated, and that the City is not entitled to specify in detail the manner or method by which Contractor shall perform the work provided for in connection with this Agreement, except to the extent stated herein.

## **13. ASSISTANCE TO ELDERLY AND HANDICAPPED**

When directed by the City, the Contractor shall provide special assistance to elderly and handicapped residents in taking and returning refuse containers to the street. If the number of residents seeking assistance exceeds one percent (1%) of the total number of containers collected, Contractor and City shall negotiate payment for this additional service.

#### **14. NON-ASSIGNMENT**

Neither the duties nor benefits to Contractor under this Agreement shall be assignable by the Contractor without the prior written consent of the City, nor shall any attempt by Contractor to assign the same without the prior written consent of the City give the City the option to terminate this agreement without obligation to the Contractor or any third party.

#### **15. PAYMENT OF CLAIMS BY CITY**

The Contractor agrees to pay the City for any damages caused by Contractor to the City's waste containers that result from anything other than normal and reasonable wear and tear. Contractor agrees that in the event Contractor fails to pay any such claims, the City may deduct the same from the next payment due from the City to Contractor.

#### **16. ABANDONMENT**

In the event Contractor cannot fulfill the obligations as set forth herein, it shall be determined by the City that the Contractor has abandoned this Agreement and is in breach thereof.

#### **17. TERMINATION**

This Agreement can be terminated with the consent of both parties, or in the case one party substantially breaches this Agreement, the other party may terminate the Agreement. In such case, the party terminating this Agreement shall give ninety (90) days written notice by certified mail, whereupon the Agreement shall terminate at the expiration of ninety (90) days unless the default is remedied to the satisfaction of the non-defaulting party.

#### **18. MODIFICATION**

This Agreement may be modified by agreement of the parties, but only if such modification is in writing and executed with the made formalities as this original Agreement.

#### **19. ATTORNEY FEES**

In the event that suit is brought to enforce the terms of the Agreement, the defaulting party agrees to pay all damages or losses resulting from breach of Agreement caused by the defaulting party, together with reasonable attorney fees and court costs.

#### **20. ENTIRE AGREEMENT CONTAINED IN AGREEMENT**

This Agreement sets forth the entire agreement and understanding by and between the parties and supersedes all prior discussions or representations by either part, oral or written. No subsequent modification to this Agreement shall be deemed binding unless in writing and approved by both parties.

**21. EFFECTIVE DATE**

The effective date of this Agreement shall be May 1, 2022, notwithstanding the date of actual signing by the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year recited above.

CONTRACTOR:

ROBINSON WASTE SERVICES INC.

By:

Name:

Title:

CITY:

SYRACUSE, A MUNICIPAL CORPORATION

By:

Name: David Maughan

Title: Mayor

APPROVED AS TO LEGAL FORM:

By:

ATTEST:

By: