

**MIDVALE CITY, UTAH
RESOLUTION NO. 2020-R-26**

**A RESOLUTION APPROVING THE TERM SHEET SETTING THE PARAMETERS
FOR AN EXTENDED AGREEMENT BETWEEN MIDVALE CITY
AND ACE DISPOSAL FOR SOLID WASTE SERVICES**

WHEREAS, Midvale City (City) and ACE Disposal (Ace) need to amend the existing agreement between the two parties to adjust for changes in solid waste services; and

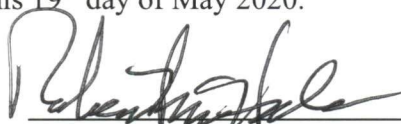
WHEREAS, the City; has evaluated the service needs of the community taking into consideration the financial impacts of those services; and

WHEREAS, the City has determined the service levels that meet the current needs of the community; and

WHEREAS, the City and Ace have negotiated and prepped a term sheet that outlines the parameters and guidance in amending and extending the existing agreement.


NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves this resolution authorizing the Mayor to sign a solid waste services agreement based off the negotiated term sheet.

APPROVED AND ADOPTED this 19th day of May 2020.



Robert M. Hale, Mayor

ATTEST:



Rori L. Andreason, MMC
City Recorder

Voting by the City Council	"Aye"	"Nay"
Dustin Gettel	<input checked="" type="checkbox"/>	_____
Paul Glover	<input checked="" type="checkbox"/>	_____
Quinn Sperry	<input checked="" type="checkbox"/>	_____
Heidi Robinson	<input checked="" type="checkbox"/>	_____
Bryant Brown	<input checked="" type="checkbox"/>	_____



Midvale City and ACE Disposal Solid Waste Services Term Sheet

1. Recitals

This term sheet memorializes the primary deal points and areas of agreement between Midvale City (City) and ACE Disposal (ACE) pertaining to the modifications and extension of the current solid waste services contract between the two parties.

A. Background

The City contracted with ACE in 2010 to perform solid waste services for single family residential customers within Midvale. This contract included providing curbside mixed waste and recycle container pick-up, services for bulky waste, glass recycling, dumpster rentals and an annual E-Waste/Document Shredding event. Due to industry, economic and environmental regulatory changes, the City is seeking to modify the services provided and agreed to in the original contract, and any subsequent extensions/modifications to that contract since 2010 between the two parties.

It is intended that ACE and the City will execute a definitive agreement substantially in accordance with this term sheet. The agreement will supersede this term sheet and will replace the existing solid waste services contract and any previous extensions/modifications.

B. Accuracy of Representations

ACE has made, and the City is relying on the accuracy of, certain representations to the City in response to inquiries about the ability of ACE to provide services and the costs associated with each service. ACE represents that its negotiating team has the full right and authority to negotiate fully and in good faith, with the intent to reach a mutually acceptable Term Sheet and definitive agreement. ACE understands that the City is relying upon the accuracy of ACE's representations.

The City has made, and ACE is relying on the accuracy of, representations to ACE pertaining to the City's ability to enter into an agreement with the financial capabilities of compensating ACE for the services and associated costs that are agreed upon.

2. Term

A. The extension of the agreement will shall take effect July 1, 2020 and ends June 30, 2023. In addition, there will be the option of two, one-year extensions.

3. Scope of Work

ACE shall provide all the supervision, materials, equipment, labor and all other items necessary to complete the following:

- A. Weekly Mixed Waste Curbside Collection - Weekly curbside collection of mixed waste for all single-family residential units curbside mixed waste containers.
- B. Every other week Recycle Curbside Collection — Every other week curbside collection of recyclable materials for single-family residential units curbside recycle containers.
- C. City Sponsored Clean-up Services - Provide dumpster delivery & pickup service of thirty-yard and/or fifteen-yard dumpsters to temporary locations, as designated by the City, for City clean-up services.
- D. Dumpster rental service for single family residential solid waste account holders.
 - a. City to handle reservation process with customers and coordinate with ACE on scheduling.
- E. Optional Services
 - a. Year-round glass recycling dumpster service.
 - b. An annual E-Waste and document shredding event.
 - c. Emergency/Disaster Event Services - The Contractor shall respond within twelve (12) hours to the City's requests, in the event of an emergency or disaster.
 - d. Twice a year curbside bulky waste service – one spring event, and one fall event

4. Documentation

ACE will provide the following reports on a monthly basis:

- A. Log of all service complaints, which shall include the following:
 - a. The name address and phone number of complainants.
 - b. The date and time the complaint was received.
 - c. The specific nature of the complaint
 - d. The date and time of the response to the complaint
 - e. The date and time the complaint was resolved.
 - f. The manner in which the complaint was resolved.
- B. Tonnage totals for mixed waste delivered to receiving facility(s)
- C. Itemized recycle report to include gross tonnage, net tonnage and contaminated tonnage, and fees or revenue associated

5. Compensation for Services

The City will agree to pay the rates below for each service provided. These rates will be effective July 1, 2020 and the agreement will allow for annual increases each July 1st thereafter for the term of the contract. The rates will be adjusted by a percentage equal to 100% of the annual increase of the U.S. Department of Labor Consumer Price Index -Urban West Region for the twelve months preceding the most recent December.

1st Container Mixed Waste

\$ 6.27 per month, per account

Additional Container(s) Mixed Waste	\$ 4.47 per month, per container
1st Recycle	\$ 3.06 per month, per account
Curbside Bulk Event	\$ 4.00 per event, per account
Neighborhood Dumpsters	\$ 170.30 per haul
Glass Recycle Roll-Off	\$ 164.96 per haul

6. Indemnity and Insurance

- A. Indemnity - The Contractor shall defend, indemnify and hold the City, its elected Officials, officers, and employees, harmless from all claims, lawsuits, demands, damages, judgments or liability including, but not limited to general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the performance under this contract. This indemnification includes but is not limited to injury claims related to the functioning or use of equipment utilized or provided by the Contractor, and all other expenses reasonably incurred by investigation of or defense of any such claim, loss or damage.
- B. Insurance - The Contractor shall, at the Contractor's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:
 - a. Workers compensation insurance adequate to protect the Contractor from claims under workers compensation acts.
 - b. General personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$2,000,000 each occurrence and \$3,000,000 aggregate for the injury or death of person or persons and property damage.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah. The Contractor shall provide the City with copies of certificates for all policies with an endorsement that the City is named as an additional insured, and they are not subject to cancellation without thirty (30) days prior written notice to the City.