



# CITY COUNCIL AGENDA REPORT



**DEPARTMENT:** Public Works

**MEETING DATE:** November 19, 2013

**PREPARED BY:** Teresa Santilena, Management Analyst I

**AGENDA LOCATION:** CC-4

**TITLE:** Amendment to Service Agreement with WM Curbside, LLC, for E-Waste and Household Hazardous Waste (HHW) Collection Services for the Period Ending November 30, 2015

**OBJECTIVE:** To approve a two-year extension of a professional service agreement with WM Curbside, LLC, for door-to-door household hazardous and electronic waste collection effective through November 30, 2015, and amend the compensation rates

**BACKGROUND:** Several state laws and regulations ban Household Hazardous Waste (HHW) and electronic waste from disposal in solid waste facilities. The City has contracted with Curbside, Inc., for HHW collection services since 2002. On November 6, 2007, the contract was amended and restated extending the term by two years with a set expiration date of November 30, 2009, with the option of three (3) two-year extensions. On November 17, 2009, City Council approved a contract amendment which allowed the first of three extensions, provided a rate adjustment and required expenditures not to exceed \$15,000 per year. In October 2010, Curbside, Inc., was sold to Waste Management, and now operates the program as WM Curbside, LLC. On October 18, 2011, the City Council approved the second of the two-year contract extensions. The contract's current term is set to expire November 30, 2013, with the option of one remaining two-year extension.

**ANALYSIS:** The residential door-to-door household hazardous and electronic waste collection program focuses its services to seniors, the physically challenged, and those residents who are unable to drive to County HHW collection events; services continue to be available to all City residents as well. Over the past two years, this program offered a convenient service helping 181 residents to properly dispose of hazardous waste and collecting a total of 10,403 pounds of HHW and a total of 8,243 pounds of electronic waste. The proposed two-year extension would allow the City to continue offering the convenient household hazardous and electronic waste collection service for Monrovia's residents.

WM Curbside, LLC, has requested to increase each collection service rate by approximately 5 percent, based on the two previous adjustments to the Consumer Price Index. The rates would cover increases in operational costs, waste packaging, transportation, and disposal costs. WM Curbside, LLC, has not received a rate increase since November, 2009:

Rates	HHW Only		HHW & E-Waste		E-Waste
	Recycle	Non-Recycle	Recycle	Non Recycle	
<b>Current Rate</b>	\$81.00	\$106.00	\$91.00	\$116.00	\$67.00
<b>Proposed Rate (effective December 1, 2013)</b>	\$85.00	\$111.00	\$96.00	\$122.00	\$70.00
<b>Rate Increase of:</b>	\$4.00	\$5.00	\$5.00	\$6.00	\$3.00

**OPTIONS:** The following options are provided for consideration:

1. Approve an amendment to the service agreement with WM Curbside, LLC, for e-waste and household hazardous waste collection services, extending the term for two years, and amending the collection service rates for the period ending November 30, 2015.
2. Reject the extension of the service agreement, allowing the agreement to expire on November 20, 2013, and direct Staff to explore alternative options to collect HHW and electronic waste.
3. Reject the extension of the service agreement, allowing the contract to expire on November 20, 2013, and discontinue the door-to-door HHW Collection Program.

**ENVIRONMENTAL IMPACT:** The collection of these materials is consistent with Action Five of the Monrovia Environmental Accords to reduce toxic and hazardous waste in our community. This program provides residents with a convenient option to comply with the State of California regulations, which ban HHW and electronic waste from solid waste disposal.

**FISCAL IMPACT:** The annual contract cost is not to exceed \$15,000 per year, and it is budgeted in the Integrated Waste Management Fund.

**RECOMMENDATION:** Staff recommends Option 1; approve the amendment to the service agreement with WM Curbside, LLC, for e-waste and household hazardous waste collection services for the period ending November 30, 2015, optioning the last two-year extension and amending the rates.

**COUNCIL ACTION REQUIRED:** If the City Council concurs, the appropriate action would be a motion to approve the amendment to the service agreement with WM Curbside, LLC, for the period ending November 30, 2015, and authorize the City Manager to execute the necessary documents.

**3RD AMENDMENT TO SERVICE AGREEMENT  
BETWEEN THE CITY OF MONROVIA AND  
WM CURBSIDE, INC.**

This amendment to the Service Agreement is made this 19<sup>th</sup> day of November 2013, by and between the City of Monrovia, a California municipal corporation ("CITY"), and WM Curbside, Inc., LLC, a Delaware Limited Liability Company (CONTRACTOR).

**RECITALS**

**WHEREAS**, the City and Curbside, Inc., executed a service agreement ("Agreement") on July 17, 2002, which expired on November 30, 2007; and

**WHEREAS**, the Agreement was amended and restated on November 7, 2007, to extend the Agreement to expire on November 30, 2009, adding the option of three (3) two-year extensions, amending compensation rates, and incorporating past amendments; and

**WHEREAS**, on November 19, 2009, the Agreement was amended to option the first of three (3) two-year extensions for the period ending November 30, 2011, and to amend compensation rates and insurance requirements; and

**WHEREAS**, on November 16, 2010, the City approved assignment of the Agreement to WM Curbside, LLC, upon their purchase of Curbside, Inc.; and

**WHEREAS**, on October 18, 2011, the Agreement was extended to option the second of three (3) two-year extensions for the period ending November 30, 2013; and

**WHEREAS**, the parties desire to extend the term of the Agreement, optioning the third and last two-year extension, and amend compensation rates;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

Section 1. Article 1 of the Service Agreement between the City and Contractor is hereby revised to expire on November 30, 2015.

Section 2. Article 3.3 of the Service Agreement between the City and Contractor is hereby revised by increasing the following rates for E-waste and HHW collection service to the following:

HHW only:	
Recyclable HHW collection stop	\$ 85.00
Non-recyclable HHW collection stop	\$ 111.00
HHW and E-Waste:	
Recyclable HHW and e-waste collection stop	\$ 96.00
Non-Recyclable HHW and e-waste collection stop	\$ 122.00
E-Waste Only:	
E-waste only collection stop	\$ 70.00

Section 5. Article 12 of the Service Agreement between the City and Contractor is hereby revised to state all notices shall be personally delivered or mailed to the below listed

addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process:

- (a) Address of Contractor is as follows:  
WM Curbside, LLC  
500 S. Jefferson  
Placentia, CA 92870
- (b) Address of City is as follows:  
City of Monrovia  
Attention: Environmental Services  
600 S. Mountain Avenue  
Monrovia, CA 91016

With a copy to:  
City of Monrovia  
Office of the City Clerk  
415 S. Ivy Avenue  
Monrovia, CA 91016

Section 6. All other provisions of the Service Agreement shall remain in full force and effect as if restated herein.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date first written above.

The parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:  
  
City of Monrovia,  
a California municipal corporation

Consultant:  
  
WM Curbside, Inc.  
a corporation

By: \_\_\_\_\_  
Name: Francis M. Delach  
Title: City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Alice D. Atkins, CMC  
Title: City Clerk

*(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)*

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Craig A. Steele  
Title: City Attorney