

Purchasing Department
Madison County Board of Supervisors
146 West Center Street
Canton, Mississippi 39046

601-855-5503
hardy@madison-co.com

2 October 2013

District 1 Supervisor John Bell Crosby
District 2 Supervisor Ronny Lott
District 3 Supervisor Gerald Steen
District 4 Supervisor Karl Banks
District 5 Supervisor Paul Griffin

Subject: Approve first of two option year on Recycling Contract with Waste Management

Gentlemen:

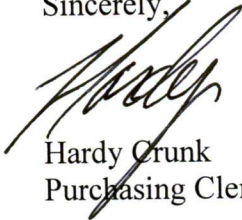
Madison County's three-year recycling contract with Waste Management expires January 11, 2014; however, the County has the option of extending the contract for up to two option years.

The original cost in January 2011 was \$3.28 per house. Under the contract Waste Management is allowed an annual Cost of Living increase that is equal to the percentage change in the Consumer Price Index for all Items—U.S. County Average, for the preceding 12 months. With the percentage increases in January 2012 and 2013, the County is currently paying \$3.45 per house.

Based upon September's invoice, Waste Management is currently picking up recyclables from 3,468 houses, at a monthly cost of \$11,964.60.

Recycling costs are rising, both locally and nationwide. If the County were to take proposals for recycling, I do not think we would get a proposal anywhere nearly as low as our current rate. For that reason, it is my recommendation that the Board avail itself of the first year of the contract's two option years.

Sincerely,



Hardy Crunk
Purchasing Clerk

Attachments:

Copy of September 2013 Waste Management invoice
Copy of Recycling Contract with Waste Management



Waste Management of
Jackson Hauling
PO Box 2475
Tupelo MS 38803
(800) 284-2451
(866) 645-0948 FAX

INVOICE

RECEIVED
SEP 17 2013

Customer: MADISON CNTY BOARD OF SUPERVIS
Online WM ezPay ID: 00009-06171-53000
Invoice Date: 10/01/2013
Invoice Number: 2587383-0078-3
Account Number: 780-0023306-0078-0
Due Date: Due Upon Receipt

Total Current Charges	Total Amount Due
11,964.60	23,929.20

Account Summary


Description	Amount
Previous Balance	24,098.25
Total Credits and Adjustments	0.00
Total Payments Received	12,133.65-
Total Current Charges	11,964.60
Total Amount Due	23,929.20
Total Amount Past Due	11,964.60

Service Period: SEP SERVICE

Service Location: 780-23306: Madison County Rs Recycle
1450 Country Club Dr

Date	Description	Qty	Amount
10/01/13	3468 Units @\$3.45 Ea	3,468.00	11,964.60
Total Current Charges			11,964.60

Please pay total amount due. Thank you for your business.



If your account is cancelled or cut-off for non-pay, a reinstatement fee will apply.

FOR PROMPT AND ACCURATE POSTING OF YOUR PAYMENT, PLEASE SEND IT AND THE COUPON BELOW, TO OUR LOUISVILLE "REMIT TO" ADDRESS. SENDING YOUR PAYMENT TO OUR LOCAL OFFICE WILL DELAY POSTING TO YOUR ACCOUNT BY 10 TO 15 BUSINESS DAYS. THANK YOU!

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Laurenne Men-

REC'D CLAIM
SEP 18 2013 137125
VENDOR# 15129 CLAIM# 105-340-587
↓
\$11,964.60

Expires
1/2014

CONTRACT TO COLLECT
RESIDENTIAL RECYCLABLE MATERIALS

THIS AGREEMENT, made in duplicate on this 20th day of DECEMBER 2010, by and between Madison County, Mississippi (the "County"), and Waste Management of Mississippi, Inc. a Mississippi corporation (the "Contractor"),

WITNESSETH:

WHEREAS, the County desires to provide for the collection of recyclable material from selected residential units within the County limits; and

WHEREAS, the Contractor is experienced in the recycling business and possesses the necessary equipment, personnel, facilities, financial resources and management skills to provide such service; and

WHEREAS, County desires to contract with Contractor to provide residential recycling collection services; and

WHEREAS, Contractor desires to contract with the County to provide residential recycling collection services;

NOW, THEREFORE, in consideration of the premises and covenants and undertakings set forth, the County and the Contractor agree as follows:

1.00 **TYPE OF COLLECTION**

1.01 Service Provided

- (a) The Contractor shall provide weekly curbside collection services to subscribing homes within County designated subdivisions located in the unincorporated parts of the County, utilizing a recycling container provided by the Contractor, for the collection of recyclable material once each week. The number of subscribing homes will be at least 2,800 throughout the term of this Agreement.
- (b) At the County's request, the Contractor also shall provide on call service to roll-off containers provided by Contractor at County recycling drop off sites.

1.02 Location of Recycling Container

Each residential recycling container shall be placed at curbside for collection. Curbside shall mean a location adjacent to, and no more than five (5) feet from the curb line or edge of pavement. The Contractor may decline to collect from any recycling container not properly placed.

1.03 Recycling Containers

The Contractor will supply each Customer with an 18-gallon recycling container. Title to the recycling containers shall remain with Contractor. The Contractor shall promptly replace recycling containers when notified by a resident that a recycling container is damaged or missing to a maximum of 140 containers.

1.04 Recyclable Materials

Recyclable materials to be collected will consist of aluminum, steel, and tin cans, newsprint, magazines, office paper, plastic bottles and containers (PET & HDPE), and flattened cardboard boxes. The Contractor shall be responsible to process and sell the recyclable materials and the Contractor shall retain full proceeds of such sales.

1.05 Collection Equipment

All vehicles, and other equipment, shall be maintained in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have, clearly visible, on each side the Company's identity, telephone number and a conspicuous vehicle number. The Contractor shall load vehicles in such a manner as to prevent spillage. Any spillage by Contractor shall be cleaned up by the Contractor. All recyclable materials hauled by the Contractor shall be contained, tied or enclosed so that leaking, spilling or losses from wind blown materials are prevented.

2.00 **STANDARD OF PERFORMANCE**

2.01 The Contractor hereby agrees that the collection and removal services, practices, and procedures shall be in conformity with all applicable County ordinances in effect upon the date of the execution of this Agreement, and in conformity with all of its terms and conditions. The Contractor also hereby agrees to conduct and operate the collection and removal services in a manner meeting the accepted standards for the industry. The collection from residential units shall be accomplished in such a manner as to insure no residue is left scattered about the collection location.

3.00 **FREQUENCY OF COLLECTION**

3.01 Each residential unit shall be collected one (1) time each week. The Contractor shall not be required to make collections on Saturdays, Sundays or on Holidays.

3.02 Missed Collection

Any residential unit not collected "on schedule" by the Contractor, except for reasons stated below, shall be collected within twenty-four (24) hours after notice by the customer.

If the Contractor is unable to collect a container for reasons beyond its control, the County shall be notified promptly, but in any case no later than 4:30 p.m. on the following business day. Informal, day-to-day dealings and contacts between the Contractor and the County shall be directed to the County Administrator, or such other person or place as directed in writing by the County Administrator.

3.03 Holidays

The following shall be considered as holidays for the purpose of this Agreement:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	
Christmas Day	

The Contractor may decide to observe any or all of the above mentioned holidays by suspending collection service on such days, however, such decision shall not relieve the Contractor of its obligation to provide collection service at least once during the week the holiday is observed. Additionally, Contractor shall not be required to observe such holidays. The Contractor shall notify the County of its intentions at least 30 days before the observance of each holiday. The Contractor shall be responsible for advertising any suspension of service.

4.00 **EQUIPMENT**

4.01 Vehicle Maintenance

The Contractor hereby agrees it shall have a fleet of vehicles, equipped and maintained as shall be necessary for the timely and effective performance of the scope of work in accordance with all terms and conditions of this Agreement.

4.02 Office

The Contractor shall maintain an office, or other such facilities, through which it may be contacted. Contractor shall give County prior written notice of any change of office or telephone number. It shall be equipped with sufficient telephones, and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.

5.00 **PERSONNEL**

5.01 The Contractor hereby agrees it shall maintain a work force, properly trained, and each vehicle operator issued a valid Commercial driver's license for the type of vehicle being driven.

5.02 Contact Person

The Contractor also hereby agrees to assign a qualified person or persons to be in charge of the operations contracted for, and agrees to give such name or names to the County.

5.03 Employment

The Contractor hereby agrees it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

6.00 **PUBLIC AWARENESS PROGRAM**

6.01 Education

The Contractor shall distribute to all participating residences prior to the commencement of collection, a collection schedule, the telephone number of contractor's call center, a list of acceptable recyclables, and a list of general recycling rules. The Contractor may at its expense develop and implement a public awareness program to provide educational information on recycling.

6.02 Complaints

The Contractor shall designate a responsible supervisor, who shall be available to monitor collections, receive and respond to complaints, answer inquiries and resolve disputes with respect to the services supplied pursuant to this Agreement. Complaints or inquiries shall be answered within 24 hours of receipt.

6.03 Notification

The Contractor shall notify all residential units about complaint procedures, regulations and day for scheduled recycling material collections.

6.04 Point of Contact

All dealings, contacts, etc., between the Contractor and the County shall be directed by the Contractor to their designated representative.

8.00 **ASSIGNMENT**

8.01 The Contractor hereby agrees that the obligations pursuant to this Agreement shall not be subcontracted or assigned to any person or organization without first having obtained in writing the consent of the County.

9.00 **INDEMNITY**

9.01 The Contractor hereby agrees that it shall indemnify, reimburse, keep and hold the County free and harmless from liability on account of injury or damage to persons, firms, or

corporations, or property which results from Contractor's negligent or willful acts or omissions in the performance of this Agreement; provided, however, this section shall not be construed to require Contractor to indemnify the County for damages resulting from the County's negligent or willful acts or omissions.

10.00 FORCE MAJEURE

10.01 It is mutually understood and agreed that the Contractor shall be relieved of its obligation under this Agreement during any period or periods of time when strikes, acts of God, war or public enemy, governmental or court order, fire or other casualty, storm or other natural catastrophe, or any other act beyond the control of the Contractor render impossible its performance under this Agreement. Immediately upon the occurrence of any of the above, the Contractor shall notify the County. Also within twenty-four (24) hours the Contractor shall meet with the County to review the validity of the Contractor's claim, assessing the impact it shall have on the scope of services under this Agreement, and to develop alternative methods to maintain the scope of services.

11.00 TERM OF CONTRACT

11.01 The term of this Agreement shall be for three years, beginning on January 12, 2011, and continuing through January 11, 2014 provided, however, that the term of this Agreement may be extended for up to two one-year periods at the sole option of the County. as expressed in writing by the County prior to the expiration of the then current term.

12.00 COUNTY'S RIGHT TO TERMINATE CONTRACT

12.01 In the event the Contractor substantially breaches the terms or conditions of this Agreement or substantially fails to perform the scope of work specified by the County and fails to correct such breach within 30 days of receipt of notice of such breach from the

County, the County shall have the right to terminate this Agreement upon ten (10) days' written notice.

12.02 Insolvent

In the event the Contractor shall be adjudicated bankrupt or insolvent or take the benefit of any reorganization or composition proceeding or insolvency law, or make an assignment for the benefit of creditors, or if Contractor's interest in this Agreement shall be levied upon or attempted to be sold under any execution or process of law, or if a receiver shall be appointed for the Contractor, then and thereafter the County shall have the right and option to terminate this Agreement irrespective of whether or not default exists hereunder, said termination to be effective upon ten (10) days' written notice. The written notice referred to above shall be given by the County by registered letter, addressed to the Contractor.

13.00 CONTRACTOR'S RIGHTS TO TERMINATE CONTRACT

13.01 In the event the County should change the ordinances under which the Contractor is to operate in such a manner as to physically or economically prevent the Contractor from performing the scope of work specified, the Contractor shall have the right to terminate this Agreement upon ten (10) days' written notice.

13.02 In the event circumstances described in Section 10.00, Force Majeure, prove to be of a permanent nature, the Contractor shall have the right to terminate this Agreement upon ten (10) days' written notice.

13.03 In the event the County shall fall sixty (60) days arrears in payment of monthly fees, the Contractor shall have the right to issue an intent to terminate this Agreement within thirty (30) days of written demand for payment if all payments due are not made in full. In the

event the County fails to do so, the Contractor shall have the right to terminate work under this Agreement at the end of the thirty (30) day period.

14.00 ADDITIONAL REPRESENTATIONS BY CONTRACTOR

14.01 The Contractor represents and warrants:

- (a) That it is a corporation duly authorized to do business in Mississippi and has legal authority to enter into this Agreement.
- (b) That the Contractor shall conduct operations under this Agreement in compliance with applicable laws.

15.00 NOTICES

15.01 All notices, requests and other communications hereunder shall be deemed to have been given when deposited in the U.S. mail in a sealed envelope, postage prepaid, registered or certified mail, and addressed as follows:

If to County:

Madison County Administrator_
Post Office Box 608_
Canton, MS 39046_

If to Contractor:

With a copy to:

Waste Management Southern Group Office
1000 Parkwood Circle, Suite 700
Atlanta, GA 30339
Attn: Group General Counsel

16.00 EXCLUSIVE CONTRACT

16.01 The Contractor shall have the sole and exclusive right to provide residential recycling services for and on behalf of the County. This agreement shall not constitute a franchise or exclusive right to collect recyclables from commercial, institutional and industrial units in the County.

17.00 COMPLETE AGREEMENT

17.01 This Agreement, and any exhibits attached hereto, constitutes the entire agreement between the parties hereto and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto. This Agreement shall be governed by the law of the State of Mississippi.

18.00 POINT OF CONTACT

18.01 All formal dealing and contacts between the Contractor and the County relating to this Agreement shall be directed by the Contractor to the County Administrator.

19.00 INSURANCE

19.01 The Contractor hereby agrees it shall secure and maintain such insurance policies as will protect itself and the County from claims for bodily injuries, death, or property damage, which may arise from operations under this Agreement whether such operations by itself or anyone employed directly or indirectly. Contractor shall provide the County with

evidence of the following coverage in the form of a certificate of insurance prior to commencing the services described herein.

<u>Coverage</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability	\$ 500,000 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$ 500,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$2,000,000.00 each person
Liability	\$ 500,000.00 each occurrence
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

19.00 **COMPENSATION**

The County hereby agrees that it shall pay the Contractor the monthly sum of Three Dollars and 28/100 Dollars (\$3.28) per Subscribing Residential Unit. This number may be adjusted monthly to reflect changes in the number of subscribing residential units in the County and/or the number of recycling bins distributed to County residents. The parties acknowledge and understand that participation in the County's recycling program is voluntary for residents and that Contractor shall only receive payment for each subscribing residential unit that has requested and accepted a recycling bin. The County and Contractor agree that regardless of the number of Subscribing Residential Units, the Contractor shall bill the County for a minimum of 2,800 units.

19.02 The Compensation payable by the County to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items - U.S. County average, (published by the Bureau of Labor

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12 113

Statistics, U.S. Department of Labor, 1982-84 = 100 ("C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the County to the Company shall be adjusted to compensate for such annual rate increases.

20.0 CHANGES IN MARKET FOR RECYCLABLE MATERIALS

If no company with a facility located in the Jackson Metropolitan Area will any particular recyclable materials covered by the terms of this Contract, then the collection of those particular recyclable materials may be suspended by Contractor until such time as a company located in the Jackson Metropolitan Area accepts such particular recyclable materials.

21.00 BASIS AND METHOD OF PAYMENT

21.01 Contractor Billings to County

The Contractor shall invoice the County for service rendered within five calendar days following the end of the month. The County shall pay the Contractor, on or before the 45th day following receipt of the monthly invoice. Billing and payment shall be based on the quoted rates and schedules set forth herein.



WASTE MANAGEMENT OF MISSISSIPPI, INC.

BY: Daniel Myhr
Its. AREA VP

Attest: [Signature]
Corporate Secretary TS

MADISON COUNTY

BY: [Signature]

President, Madison County Board of Supervisors.

Attest: [Signature]
Arthur Johnston, Chancery Clerk

