

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-4204

COUNCIL SPONSOR: MR. BELLISARIO

PROVIDED BY: ASST COUNCIL ATTORNEY

RESOLUTION TO ACKNOWLEDGE THE AUTHORITY PURSUANT TO HOME RULE CHARTER, SECTIONS 1-04, 1-06, 3-01, AND 3-09, FOR THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO EXECUTE AN AMENDMENT TO CONTRACT BETWEEN GARBAGE SERVICE DISTRICT NO. 1 AND WASTE MANAGEMENT OF LOUISIANA, L.L.C., FOR THE COLLECTION AND DISPOSAL OF WASTE, AND OTHER RELATED MATTERS

WHEREAS, St. Tammany Parish ("Parish"), and issuing an initial Request for Proposals, entered into a contract with Waste Management for the collection and disposal of waste in Garbage Service District No. 1 for a period of five years, beginning in February 2010 and ending on December 31, 2014; and

WHEREAS, Parish desires to amend said contract, as authorized by La. R.S. 33: 4169.1 and St. Tammany Parish Code of Ordinances 9-072.03 extending the contract as amended for an additional five years, as permitted by law.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES, that the Parish of St. Tammany, through the Office of the Parish President, pursuant to Home Rule Charter Sections 1-04, 1-06, 3-01, and 3-09, is authorized to execute an Amendment to Contract between Garbage Service District No. 1 and Waste Management of Louisiana, L.L.C., and to take any and all actions necessary in support of the same.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

MOVED FOR ADOPTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

THIS RESOLUTION WAS DECLARED ADOPTED ON THE 6 DAY OF NOVEMBER, 2014, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

\_\_\_\_\_  
R. REID FALCONER, AIA, COUNCIL CHAIRMAN

ATTEST:

\_\_\_\_\_  
THERESA L. FORD, COUNCIL CLERK

**AMENDMENT TO CONTRACT**

(St. Tammany Parish Garbage Service District No. 1 and Waste Management)

This Amendment to Contract (the “Amended Contract”) is made and entered into by the authority of La. R.S. 33:4169.1 and St. Tammany Parish Code of Ordinances 9-072.03, effective as of the date of full execution, by and between the following parties:

**ST. TAMMANY PARISH GARBAGE SERVICE DISTRICT NO. 1**, herein represented by Patricia P. Brister, its duly authorized representative (hereinafter called the “Garbage District”); and

**WASTE MANAGEMENT OF LOUISIANA, L.L.C.**, herein represented by David Myhan, its duly authorized representative, (hereinafter called “Contractor”).

**WHEREAS**, on March 9, 2010, St. Tammany Parish Garbage Service District No. 1 and Waste Management of Louisiana, L.L.C. entered into a contract (the “Original Contract”) wherein Contractor agreed to provide waste collection and disposal services to the Garbage District; and

**WHEREAS**, the parties desire to provide for the following amendments to the Original Contract and modify the term of the Original Contract;

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be paid, it is mutually agreed as follows:

The parties enter into this Amended Contract in order to extend the Original Contract for an additional term. This Amended Contract is not intended to release any party from the obligations stated in the Original Contract, but is intended only to amend certain provisions to the Original Contract:

1. The foregoing recitals are hereby incorporated into the body of this Amended Contract as if fully rewritten and restated herein.
2. The “Term” of the Original Contract as provided in Section III(E) is extended to midnight on January 31, 2020.
3. Effective January 1, 2015, Section II(C)(12) of the Original Contract is amended and restated in its entirety as follows:

12. Number of Residential Units: The parties hereto stipulate that the number of Residential Units encompassed within this Contract upon its effective date is two thousand two hundred eighty-five (2,285).

Contractor may seek an adjustment of the number of Residential Units on a quarterly basis. Contractor shall give Garbage District reasonable advance notice of conducting a count for adjustment purposes. Should the Garbage District decline to participate in the count for adjustment purposes, the new count calculated by Contractor shall establish the number of Residential Units encompassed within the Contract; however, Contractor’s record of the new count shall be subject to inspection and review by the Garbage District. Should the Garbage

District elect to participate in the count for adjustment purposes and the Garbage District agrees with the number of Residential Units calculated by Contractor, the number of Residential Units calculated by Contractor shall establish the number of Residential Units within the Contract. Should the Garbage District elect to participate in the count for adjustment purposes and the Garbage District disagrees with the number of Residential Units calculated by the Contractor, then the matter shall be subject to mediation. Expenses of mediation shall be paid by the non-prevailing party or shall be shared, if neither party prevails. Pending the outcome of the mediation, the number of Residential Units calculated by the Garbage District shall be utilized.

4. The "Rates" as provided for in Section III(K) shall increase from fourteen and 24/100 (\$14.24) dollars per month to a rate of seventeen and 11/100 (\$17.11) dollars per each Residential Unit per month effective January 1, 2015, which rate may be adjusted in accordance with Section III of the Original Contract and as may elsewhere be provided in the Original Contract. The aforementioned initial rate of seventeen and 11/100 (\$17.11) dollars consists of a monthly per unit charge of fourteen and 1/100 (\$14.01) dollars for Collection, Transportation, and Disposal of Solid Waste and a monthly per unit charge of three and 10/100 (\$3.10) dollars for Recycling service.
5. In Section III(L)(2) entitled "Modification to Rates", in the first paragraph, the dates of the first "Rate Modification Date" is amended from January 1, 2011 to January 1, 2016.
6. This Extended Contract supersedes the Original Contract only where there exists any conflict. This Extended Contract controls any conflicts of any terms or conditions. Except as amended hereby, the terms of the Original Contract remains unmodified and in full force and effect.
7. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original Contract.

**(Signature page follows.)**

**IN WITNESS WHEREOF**, Patricia P. Brister, Parish President for the Parish of St. Tammany, the duly authorized representative of the St. Tammany Parish Garbage Service District No. 1, has hereunto subscribed her name, for the Garbage District of St. Tammany, Louisiana; as its duly authorized representative, and David Myhan, Vice President of Waste Management of Louisiana, L.L.C., Gulf Coast Market Area, Contractor, has also hereunto subscribed his name, in the days and dates set forth after their various signatures in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

**THUS DONE AND SIGNED** effective as of \_\_\_\_\_, 2014 in the presence of the undersigned witnesses.

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

CONTRACTOR:

Waste Management of Louisiana, L.L.C.

By: \_\_\_\_\_

David Myhan, Vice President  
Waste Management of Louisiana, L.L.C.  
Gulf Coast Market Area

On: \_\_\_\_ day of \_\_\_\_\_, 2014

WITNESS:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

ST. TAMMANY PARISH GARBAGE  
GARBAGE SERVICE DISTRICT NO. 1

By: \_\_\_\_\_

Patricia P. Brister, Parish President  
St. Tammany Parish Government

On: \_\_\_\_ day of \_\_\_\_\_, 2014