

**COOPERATIVE PURCHASING CONTRACT
BETWEEN
TOWN OF WICKENBURG
AND
WASTE MANAGEMENT OF ARIZONA, INC.**

Contract No. 25-26

This Cooperative Purchasing Contract (the “Agreement”) is made and entered into by and between the Town of Wickenburg, Arizona, a municipal corporation (“Wickenburg”) and Waste Management of Arizona, Inc., a California corporation (“Contractor”).

RECITALS:

- A. After a competitive procurement process, Contractor entered into a contract with the City of Eloy, an Arizona municipal corporation (the “City”), to provide residential, commercial, and municipal facilities solid waste services (the “Services”) to the City and any amendments approved by the City, attached as **Exhibit A** (the “City Contract”); and
- B. Pursuant to A.R.S. § 41-2631 *et seq.* and Wickenburg Municipal Code § 4-4-11, Wickenburg has authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.
- C. Wickenburg and the Contractor desire to enter into this Agreement for the purpose of acknowledging their cooperative contractual relationship under the City Contract and establishing the terms and conditions by which the Contractor may provide Wickenburg Services as described in this Agreement.

**CONTRACTOR AND WICKENBURG, FOR THE CONSIDERATION
HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:**

1. **Scope of Work.** Contractor shall provide the Services under the terms and conditions of the City Contract, except as otherwise provided in the specific requirements listed in **Exhibit B**, attached hereto.
2. **Compensation.** Payment to the Contractor for the Services provided shall be made in accordance with the price list (the “Rates”) and terms set forth in **Exhibit C**, and total payments under the Agreement shall not exceed \$2,000,000.00 per fiscal year.
3. **Term; Renewal.** This Agreement shall become effective upon approval and continue through June 30, 2028, unless terminated as otherwise provided in the City Contract, and may be renewed as provided in the City Contract. Contractor shall commence services under this Agreement on December 1, 2025 (the “Commencement Date”).

4. Wickenburg Employee Transition and Employment. Wickenburg will be implementing a reduction in force of its Sanitation Department in connection with the commencement of Services under this Agreement. The Contractor agrees to give full and fair consideration to any application for employment submitted by a former employee of Wickenburg's Sanitation Department. While the Contractor makes no guarantee of employment, it agrees to review all such applications in good faith and apply its standard hiring criteria to each applicant. Wickenburg understands that employment decisions shall remain within the sole discretion of the Contractor. However, the Contractor anticipates that, based on its current staffing needs and capacity, it may be able to offer employment to all qualified former Town employees who express interest and apply for employment with Contractor.

5. Sale of Wickenburg-Owned Waste Collection Vehicles Wickenburg currently owns waste collection vehicles and equipment used by its Sanitation Department. In connection with this Agreement, Wickenburg intends to sell such vehicles and equipment to Contractor. In accordance with applicable law, however, Wickenburg must first offer the vehicles and equipment for sale through a competitive bidding process and must sell to the highest responsible bidder. The Contractor is encouraged to, but is not required to, participate in such bidding. If Wickenburg does not receive a qualifying bid or otherwise complete a sale through the bidding process, Wickenburg will negotiate the sale of such vehicles and equipment directly with the Contractor, subject to the terms of a separate purchase agreement.

If no qualifying bid is received and Wickenburg does not complete a sale through the bidding process, Wickenburg and Contractor will negotiate in good faith toward a mutually acceptable purchase agreement for the vehicles and equipment. If the parties do not reach agreement on such sale at least thirty (30) days prior to the Commencement Date, Contractor shall be responsible for securing alternative vehicles and equipment for use under this Agreement.

In such event, Contractor may request an adjustment to the Commencement Date and/or Contractor Rates set forth in **Exhibit C**, to reflect demonstrable additional capital costs reasonably incurred in procuring substitute vehicles and equipment, subject to review and approval by Wickenburg. Any such adjustment shall be documented in a written amendment to this Agreement. For reference only, the parties acknowledge that the anticipated purchase price of Wickenburg's vehicles and equipment is \$1,725,000.00.

6. Terms of City Contract Apply. Except as otherwise provided in this Agreement, including Exhibits, all provisions of the City Contract documents as they currently exist, are incorporated in and shall apply to this Agreement as though fully set forth herein, and all references to the "City" in the City Contract shall be deemed to refer to Wickenburg.

7. Certificates of Insurance. All insurance provisions of the City Contract shall apply, including without limitation, the requirement to name all agencies eligible to use the City Contract as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish Wickenburg with a copy of the current Certificates of Insurance required by the City Contract.

8. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

9. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless Wickenburg, its officials, employees, and agents from any claims or causes of action relating to Wickenburg's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by Wickenburg in defending such as action.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last set forth below.

“Wickenburg”

TOWN OF WICKENBURG, ARIZONA,
a municipal corporation

Troy Smith, Town Manager

Date

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

“Contractor”

Waste Management of Arizona, Inc.,
a California corporation,

By: _____

Date

Name: _____

Title: _____

EXHIBIT A
[CITY OF ELOY CONTRACT]

EXHIBIT B
[SPECIFIC REQUIREMENTS/OPTIONS OF WICKENBURG]

The following provisions of the City Contract are modified or removed with respect to this Agreement, as follows:

- Remove third sentence of Section 6.1.2
- Replace Section 6.3 with the following:
“In accordance with this Agreement, City may request of the Contractor that the Contractor collect Municipal Solid Waste, Bulk Waste, and Program Recyclable Materials from City Facilities and Municipal Solid Waste and Program Recyclable Materials from up to 5 City Events (Contractor compensation for more than 5 City Events will be negotiated by the parties). Contractor and City shall mutually decide on the number and size of carts and containers. In addition, Contractor and City shall mutually decide on the frequency and scheduled days. If a dispute arises concerning City Services for a City Facility and/or City Event, City shall at its sole discretion determine resolution of the disputed issue.”
- Remove Section 11.1.1.2
- The holidays listed in Section 14 is replaced by the following: New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day
- Section 19 is replaced by the following: Contractor shall provide a monthly report within fifteen (15) business days following the end of the month regarding tonnage and recycling diversion percentages. The Town and Contractor may agree to additional or modified reporting.
- Section 21.4 is replaced by the following:

““Contractor Rates” set forth in **Exhibit C** of the Cooperative Purchasing Contract (the “Agreement”) shall remain fixed from the execution of the Agreement December 1, 2025- June 30, 2027, and every year thereafter for the life of the Agreement (each an “Adjustment Date”), all Rates shall be adjusted pursuant to this Section 21.4.

Rate adjustment requests must be received by the City on or before May 1st of each year or the Contractor forfeits the right to adjust the rate for that upcoming year. Upon approval of City Council, which will not be delayed or withheld where Contractor has provided proper calculations, the annual rate adjustment shall be a composite as follows:

i) Annual Adjustment to Rates. On each Adjustment Date, the Rates shall be adjusted by a percentage amount derived by multiplying the then-current Rates by one hundred percent (100%) of the percentage increase of the Consumer Price Index, series CUUR0000SEHG CPI -U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI -U"). The CPI -U adjustment will be calculated using the change in the 12-month annual average of monthly CPI -U index values between the March 31 to March 31 period

of the year immediately prior to the Adjustment Date, and the March 31 to March 31 period of the year before. Provided that adequate supporting information has been submitted by Contractor, the annual adjustment to Rates shall be deemed approved and shall take effect as outlined in this section. CPI not to exceed 5% or below 2% on an annual basis.

If the Contractor does not request a Rates increase by May 1st of a year, the City reserves the right to evaluate Residential rates in accordance with the rate adjustment criteria as defined in this section. If evaluation of Residential Rates would result in a decrease in rates, the City may request approval of a rate decrease by City Council, to take effect July 1st each year.”

- Section 21.5 is replaced by the following:

“In addition to the above, the Contractor may petition the City for additional Rates adjustments at reasonable times based on increases in cost of operations, caused by factors listed in (i) through (iv) below. The Contractor's petition will specifically identify the reasons for the requested adjustment, and its impact upon the Contractor's cost of operations, in unit terms, with an explanation of the methodology used to calculate such impact due to any one or more of the following causes:

i. An act of God, public enemy or similar cause beyond the reasonable control of the Contractor.

ii. Change in Applicable Law that is effective after the Effective Date of the Agreement.

iii. Increases in surcharges, fees, assessments, or taxes levied by federal, state, or local regulatory authorities or other governmental entities related to Contractor's services.

iv. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of the Contractor.

The City may request additional information it considers necessary to evaluate the requested adjustment. The City may grant such adjustments through amendments to the Agreement. The City may not unreasonably withhold approval where Contractor has demonstrated that its cost of operations have been impacted by the causes listed above.”

- Remove Appendix A. Instead, Contractor’s Rates are set forth in **Exhibit C** of this Agreement.
- Remove Appendix B.
- Remove Appendix C.
- Remove Appendix D.

Notices: All notices to Town shall be sent to: Town Manager, 155 East Tegner Street, Suite A, Wickenburg, Arizona 85390

Attach: Certificate of Insurance

EXHIBIT C [PRICE LIST]

Town of Wickenburg		Collection Rates for Residential Services	
Collection Services		per unit	
* Services include 1Trash /1 Recycling bin and Curbside Bulk Collection			
	Bin Size	Monthly Fee for Residential Service per Unit	
*Solid Waste and Recycling Rate (1x week) & Bulk Collection	96g	\$24.29	
Additional Bin Rate	96g	\$12.33	
Solid Waste Rate (1x week)	300g	\$32.54	
Additional Bin Rate	300g	\$16.55	
* Bulk Collection			
Not to exceed over 50 residential scheduled pickups monthly. WM may move pickups to the following month if capacity is met			
Residents may schedule up to 4 free items quarterly and place in a 4' 4"2 area			
Contingent on acceptable items			
Residents may schedule additional items to be picked up at a per charge by item			

Town of Wickenburg Commercial Hauling Services Rates		Collection Rates for Solid Waste and Recycling Services for Town Commercial Accounts					
	Bin Size	1x week	2x week	3x week	4x week	5x week	Extra Pickup
96 gallon (1-trash/1-recycling)	96G	\$29.55	\$43.33	N/A	N/A	N/A	\$55.00
300 gallon (trash only)	300g	\$32.54	\$75.22	\$143.88	N/A	N/A	\$55.00
Commercial Front-Load Containers	Bin Size	1x week	2x week	3x week	4x week	5x week	Extra Pickup
	2 YD	\$153.00	\$293.00	\$433.00	N/A	N/A	\$55.00
	3 YD	\$162.00	\$309.00	\$456.00	N/A	N/A	\$60.00
	4 YD	\$172.00	\$325.00	\$479.00	N/A	N/A	\$64.00
	6 YD	\$190.00	\$358.00	\$526.00	N/A	N/A	\$73.00
	8 YD	\$208.00	\$391.00	\$574.00	N/A	N/A	\$82.00
Commercial Front-Load Recycle Containers	Bin Size	1x week	2x week	3x week	4x week	5x week	Extra Pickup
	2 YD	\$143.00	\$173.00	\$203.00	N/A	N/A	\$53.00
	3 YD	\$148.00	\$280.00	\$412.00	N/A	N/A	\$55.00
	4 YD	\$152.00	\$287.00	\$422.00	N/A	N/A	\$59.00
	6 YD	\$161.00	\$300.00	\$439.00	N/A	N/A	\$65.00
	8 YD	\$170.00	\$314.00	\$458.00	N/A	N/A	\$71.00

* The Following Rates apply when a Business calls the Town to setup services and is billed directly by the Town of Wickenburg

Town of Wickenburg Town Facilities Services Rates		Collection Frequency for Solid Waste and Recycling Service at Town Facilities					
	Bin Size	1x week	2x week	3x week	4x week	5x week	Extra Pickup
96 gallon	96g	\$0.00	\$0.00	N/A	N/A	N/A	\$55.00
300 gallon	300G	\$0.00	\$0.00	N/A	N/A	N/A	\$55.00
Commercial Front-Load Containers	Bin Size	1x week	2x week	3x week	4x week	5x week	Extra Pickup
	2 YD	\$0.00	\$0.00	N/A	N/A	N/A	\$55.00
	3 YD	\$0.00	\$0.00	N/A	N/A	N/A	\$60.00
	4 YD	\$0.00	\$0.00	N/A	N/A	N/A	\$64.00
	6 YD	\$0.00	\$0.00	N/A	N/A	N/A	\$73.00
	8 YD	\$0.00	\$0.00	N/A	N/A	N/A	\$82.00
Commercial Front-Load Recycle Containers	Bin Size	1x week	2x week	3x week	4x week	5x week	Extra Pickup
	2 YD	\$0.00	\$0.00	N/A	N/A	N/A	\$53.00
	3 YD	\$0.00	\$0.00	N/A	N/A	N/A	\$55.00
	4 YD	\$0.00	\$0.00	N/A	N/A	N/A	\$59.00
	6 YD	\$0.00	\$0.00	N/A	N/A	N/A	\$65.00
	8 YD	\$0.00	\$0.00	N/A	N/A	N/A	\$71.00

Not to Exceed \$5,000 annually

WM may bill The Town of Wickenburg for services which exceed annual amount

Ancillary Charges		
Residential	Fee	Unit of Measure
Delivery Charge	\$ 25.00	Per Container
Extra Pickup Charge	\$ 55.00	Per Container
Swap (Exchange) Charge	\$ 75.00	Per Container
Trip Charge	\$ 75.00	Per Container
Removal Charge	\$ 75.00	Per Container
Resume Service Fee	\$ 100.00	Per Container
Vacation Resume Charge	\$ 100.00	Per Container
Reactivation Charge	\$ 100.00	Per Container
Container Replacement Charge	\$ 75.00	Per Container
Unrecoverable Container Charge	\$ 75.00	Per Container
Overage Charge	\$ 5.00	Per Occurrence
Contamination Charge	\$ 5.00	Per Occurrence
Commercial	Fee	Unit of Measure
Delivery Charge	\$ 100.00	Per Container
Swap (Exchange) Charge	\$ 100.00	Per Container
Trip Charge	\$ 100.00	Per Container
Relocate Charge	\$ 100.00	Per Container
Overage Charge Trash	\$ 75.00	Per Occurrence
Overage Charge Recycling	\$ 75.00	Per Occurrence
Contamination Charge Recycling	\$ 75.00	Per Occurrence
Lock Charge	\$ 30.00	Per Container
Casters Charge	\$ 11.00	Per Container
Removal Charge	\$ 100.00	Per Container
Resume Service Fee	\$ 100.00	Per Event
Reactivation Charge	\$ 100.00	Per Event
Additional: Overweight Containers. The Company may refuse to collect any Refuse, Recyclables, or Organic Waste Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection. Recycling Material Offset - *Recycle Material Offset (RMO) – the initial rate includes a Tip Fee of \$80.88 (calculated as Processing Fee minus Commodity Value plus Transportation Costs). If the Tip Fee fluctuates by \$10, a \$0.25 adjustment will be made, either up or down, per recycling cart. The Tip Fee will be evaluated on a monthly, quarterly, bi-annual, or annual basis, depending on the City's preference. The recycling unit will not go below \$8.30, adjusted annually by the contractual PI.		