

## SECOND AMENDMENT TO REFUSE SERVICES AGREEMENT

This Second Amendment to the Refuse Services Agreement ("Second Amendment") is entered into by and between the City of Atwater ("City") and Allied Waste Services of North America, LLC a wholly owned subsidiary of Republic Services, Inc., a publicly-owned corporation ("Contractor"), is made by and between the City and Contractor as of April 13, 2022 ("Effective Date"). City and Contractor are hereinafter collectively referred to as the "Parties".

### Recitals

WHEREAS, the Parties entered into a Refuse Services Agreement ("Agreement") dated July 1, 2013 whereby Contractor has an exclusive franchise agreement to collect and dispose all solid waste in the City; and

WHEREAS, on September 24, 2018, the Parties amended the Agreement to modify the scope of work to include Contractor's requirement to provide Locking Bin Services and establish related charges for such services; and

WHEREAS, pursuant to Section 6 of the Agreement, the City provides the billing service to all customers except for billing for roll-off services which shall be billed direct to customer by Contractor; and

WHEREAS, due to the administrative difficulties involved in having the City charge residents and businesses for certain special, often one-time services as described in this Second Amendment, the Parties have mutually agreed that Contractor should directly bill its customers for such special services, as further described, rather than having the City perform the billing for such services.

Therefore, the parties have agreed as follows:

### Agreement

In consideration of the foregoing Recitals and the mutual covenants in this Second Amendment, the City and Contractor agree:

1. Section 6 "Billing" of the Agreement, and Exhibit B are amended as follows: Notwithstanding paragraph 6 "Billing" of the Agreement, and Exhibit B as of the effective date referenced above, Contractor shall directly bill its customer in the City for the following special services at the following rates. Contractor, and not City, shall be responsible for the collection of all such invoices.

Rate Code	Description	Maximum Rate (effective 1/1/22)
GC10	Commercial Extra Pickup	\$20.72
GE35	Extra/Special Pickup for Toter	\$7.23
GT30	Temporary Container Delivery-3YD TEMP BIN (4 PRE_PAID)	\$103.65
GT31	Temporary Container Disposal	\$62.19
GL04	Locking Bar & Lock for Bin, one-time charge	\$72.15

2. Contractor may charge its customers up to the Maximum Rate set forth in the above Table for the period commencing on the Effective Date. The Maximum Rates in the Table effectively amends Exhibit B to the Agreement. The Maximum Rates in the preceding Table shall thereafter be increased annually in accordance with the terms and conditions of the Agreement.

3. The second sentence of the second paragraph of Section 1 "Grant of Exclusive Franchise" is hereby amended as follows:

"This franchise fee shall be deducted by CITY from its monthly payments to CONTRACTOR for services rendered by CONTRACTOR, except for (i) roll-off services, (ii) Commercial Extra Pickup services (Rate Code GC 10), (iii) Extra/Special pickup for toter services (Rate Code GE35); (iv) Temporary Container Delivery-3YD TEMP Bin (4 Pre\_Paid) (Rate Code GT30); (v) Temporary Container Disposal services (Rate Code GT31); and (vi) Locking Bar & Lock for Bin; one-time charge (Rate Code GL04), for which CONTRACTOR will bill customers directly and remit the franchise fees from such services revenues to CITY."

4. Nothing in the Second Amendment shall be deemed to modify or amend any terms or conditions of the Agreement except as expressly set forth in this Second Amendment.

<p>City of Atwater</p> <p>By: <u>Lori Waterman</u> Lori Waterman, City Manager</p> <p>Date: <u>4/13/22</u></p> <p>By: <u>Lucy Armstrong</u> Lucy Armstrong, City Clerk</p> <p>Date: <u>4/13/22</u></p>	<p>Allied Waste Services of North America, LLC</p> <p>By: <u>Michael Caprio</u> (Signature)</p> <p>Name: <u>Michael Caprio</u></p> <p>Date: <u>4/14/22</u></p>
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By: \_\_\_\_\_



Frank Splendorio, City Attorney

Date: April 13, 2022