

**AMENDMENT NO. 1 TO REFUSE SERVICES AGREEMENT
BETWEEN THE CITY OF ATWATER AND
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC.**

This Amendment No. 1 to the Refuse Services Agreement ("Amendment No. 1") 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 September 24, 2018. 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 for the collection and disposal of refuse, green waste, and recyclable services as needed for the City; and

WHEREAS, the Parties now desire to amend the Agreement as set forth below.

NOW, THEREFORE, as of the Effective Date of Amendment No. 1 ("Amendment"), the Agreement is amended as follows:

1. The Parties hereby agree to modify Exhibit A, "Work to be Done" referenced in section 2 "Services to be Performed" of the agreement to add Subsection 13 to read in full as follows:

13. **CONTRACTOR** shall provide at the request of CITY Locking Bin Services.
- A. Locking bar and Lock for bin. CITY shall be charged for the fabrication and installation of the locking mechanism and lock. This one-time charge occurs for each bin or replacement bin that is delivered.
 - B. Replace Lock. CITY shall be charged for any lock that must be replaced due to loss or damage, making the lock unusable. Replace Lock charges do not apply if damage is caused by CONTRACTOR, other than purposeful removal of the lock through force.
 - C. Key or code charge. CITY shall be charged if the CONTRACTOR is required to carry a key and unlock a lock to empty the container. Key or code charges do not apply if a customer's lock is left in the unlocked position.
 - D. Bin Delivery charge for locking Bin. CITY shall be charged for the delivery of each bin.

2. The Parties hereby agree to modify Exhibit B, "Rates" referenced in section 4 "Compensation" of the agreement to add the following charges for Locking Bin Services:

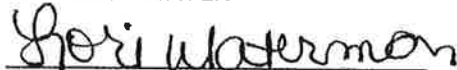
Locking Bin Services Charges:			
GL04	Locking Bar and Lock for bin, one-time charge	Per-Occurrence	\$65.00
GL05	Replace lock	Per-Occurrence	\$20.00
GL06	Key or code Charge	Per-Occurrence	\$10.00
GL07	Bin Delivery Charge for locking Bin	Per-Occurrence	\$75.00

3. The remaining terms and conditions of the Agreement shall remain in full force and effect unless specifically modified herein.

4. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same Amendment No. 1.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF ATWATER



Lori Waterman
City Manager

CONSULTANT



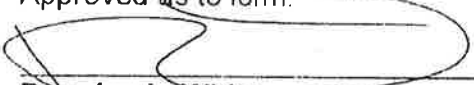
NAME: Keith Foster
TITLE: General manager
Allied Waste Services of North America, LC

Attest:



Don Hyler III
City Clerk

Approved as to form:



Douglas L. White
City Attorney