AMENDMENT NO. 1 TO COLLECTION SERVICE AGREEMENT

This Amendment No. 1 to the Collection Service Agreement for solid waste collection, disposal, and recycling services (this “Amendment”) is made this ______ day of May 2019, by and between the County of Sutter, California (“COUNTY”) and Recology Yuba-Sutter.

RECITALS

A. On September 18, 2018, COUNTY entered into a Collection Service Agreement (the “Agreement”) with Recology Yuba-Sutter for solid waste collection, disposal, and recycling services within the corporate limits of COUNTY. The Agreement expires on September 30, 2028.

B. COUNTY and Recology Yuba-Sutter mutually desire to amend the Agreement by executing this Amendment to add a Maximum Service Rate for Extra Bulky Item Charge per CY (general debris) effective October 1, 2018 and to reflect negotiated changes to certain provisions of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. NEW MAXIMUM SERVICE RATE

Table 7 of Exhibit A to the Agreement is hereby amended to add a charge for collection of general debris as part of extra (i.e., fee-for-service) Bulky Item Collections. The new Maximum Service Rate that may be charged by Recology Yuba-Sutter for this service shall take effect in the Agreement Year beginning October 1, 2018 and is specified in Table 7 of Exhibit 1 to this Amendment.

2. AMENDMENT OF CERTAIN PROVISIONS OF THE AGREEMENT

COUNTY and Recology Yuba-Sutter agree that the following provisions of the Collection Service Agreement shall be amended to read in their entirety as follows:

“5.9.D. Bulky Item Service. During the Term of this Agreement CONTRACTOR shall provide Bulky Item Collection Service to COUNTY Service Units in the Program Areas of the Service Area at no charge to the COUNTY. In addition, CONTRACTOR shall offer to provide Bulky Item Collection Service to COUNTY Service Units in the Non-Program Areas of the Service Area on a subscription basis at a rate not exceeding the Maximum Service Rates for such service set forth in Exhibit A.”

“5.9.H. Illegal Dumping Collection. CONTRACTOR shall provide on-call collection of illegally dumped items in the Program Areas of the Service Area within twenty-four (24) hours of notification by COUNTY at no charge to the COUNTY. CONTRACTOR shall also provide one (1) on-call collection per month of illegally dumped items in the Non-Program Areas of the Service Area as requested by the COUNTY at no charge to the COUNTY. In addition, CONTRACTOR shall provide additional on-call collections of illegally dumped items in the Non-Program Areas of the Service Area as requested by the COUNTY, at a rate not exceeding the Maximum Service Rates for Bulky Item Collection Service set forth in Exhibit A. Collection of illegally dumped items in the Non-Program Areas of the Service Area shall occur within three (3) Business Days of notification by COUNTY. CONTRACTOR shall provide a designated contact to the COUNTY for notification of illegally dumped items. CONTRACTOR shall not be required to Collect materials not safely accessible by Collection vehicles and/or personnel.”

“5.9.I. Community Clean-up Events. CONTRACTOR shall, in response to the written request of
the Contract Administrator, deliver and Collect Drop Box Containers for use in COUNTY community clean-up events. Each community clean-up event shall consist of a single Collection day beginning at 6:00 a.m. and ending at 6:00 p.m. The Contract Administrator shall notify CONTRACTOR in writing not less than thirty (30) Days prior to the date of the event. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Drop Box Containers, the location for delivery, and the number of and sizes of the Drop Box Containers to be delivered. As part of this service, CONTRACTOR shall provide on-site supervision at all times the Drop Box Containers are available for community clean-up services. At such time as a Drop Box Container is full, but not later than the end of the community clean-up event day, CONTRACTOR shall transport and deliver the Collected materials to the appropriate Approved Facility for the disposition or processing of the materials.

With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a community clean-up event in a vehicle or container other than a Drop Box Container. However, in the event the CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, Diverted, and Disposed in a manner that is acceptable to the COUNTY.”

“5.9.J. Initial Service Levels and Adjustments. The initial services and service levels to be provided at no charge to the COUNTY under subsections A, B, C, and E above are as set forth in Exhibit D. COUNTY may amend this list of services and service levels during the Term of this Agreement by notifying CONTRACTOR of the change by email or in writing.”

“5.11.A. Recycling Coordinator. CONTRACTOR shall provide a full time management level employee to serve as Recycling Coordinator for a minimum of forty (40) hours per week whose time is totally dedicated to the RWMA Service Area during the Term of the Agreement and whose function during normal business hours of each Residential Service Work Day shall be to provide services related to the Collection Service Agreement, including but not limited to, public education and outreach. CONTRACTOR may, at their discretion, provide an additional staff level Recycling Coordinator whose time is not fully dedicated to the RWMA Service Area.”

3. CONDITIONS FOR EFFECTIVENESS OF THIS AMENDMENT

The effectiveness of this Amendment is expressly conditioned on all the other Participating Member Agencies of the Regional Waste Management Authority entering into amendments of their respective Collection Service Agreements that are identical in all material respects to this Amendment.

4. Except as modified by this Amendment, the Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

COUNTY OF SUTTER
By: ..................................................
Steven Smith
Interim County Administrator

RECOLOGY YUBA-SUTTER
By: ..................................................
Michael J. Sangiacomo
President & CEO
Exhibit 1:
New Maximum Service Rate

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<th>7. Miscellaneous Charges</th>
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<tr>
<td>Service Description</td>
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<td>Extra Bulky Item Charge per CY (general debris)</td>
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