

**SECOND AMENDMENT TO
EXCLUSIVE SOLID WASTE HANDLING
FRANCHISE AGREEMENT**

This Second Amendment to the Exclusive Solid Waste Handling Franchise Agreement ("Agreement") dated April 1, 2015 ("Second Amendment") is made and entered into this 2 day of April, 2015, by and between the City of Suisun City ("CITY") and Solano Garbage Company ("CONTRACTOR") (collectively, "the Parties").

1. Dump Pass Program: Replace subparagraph 2 (i) of the Agreement in its entirety with the following:

- (i) On March 17, 1998, subparagraph 2 (i) was added to this Agreement which created a service whereby the CONTRACTOR would provide coupons to residential customers which would allow the disposal of household Acceptable Solid Waste at the landfill. This service has become known as the Dump Pass Program. The initial cost of this program was estimated to be sixty (\$0.60) per customer per month. This amount was included as one of "All rates charged by the CONTRACTOR" as set forth in subparagraph 8 (c) of this Agreement. Since 1998, the \$0.60 rate has increased to a \$0.94 rate as provided in subparagraph 8 (c) of this Agreement. The Parties wish to modify the Dump Pass Program as follows:

1. The Dump Pass Program shall be modified as provided in subparagraph 2 (k) of this Agreement; and
2. A Drop-Off Day Program shall be established as provided in subparagraph 2 (l) of this Agreement; and
3. A Street Sweeping Program shall be established as provided in subparagraph 2 (m) of this Agreement.

These program modifications will be made effective with the approval of this Second Amendment by the Parties, and no adjustments to the current customer rates will occur as a result of this package of modifications due to the avoided costs of the previous dump coupon program.

2. Dump Coupons: subparagraph 2 (k) of the Agreement is added with the following:

- (k) CONTRACTOR shall provide five hundred (500) coupons each year for use by valid residential service customers which shall entitle that person to dispose of household Acceptable Solid Waste at the landfill provided for in paragraph 6 of this Agreement in accordance with mutually agreed upon conditions. Contractor shall furnish a clear explanation of the quantity and types of household Acceptable Solid Waste eligible for such disposal and any requirements of law regarding packaging or transport of such Acceptable Solid Waste to the landfill, which explanation shall be subject to prior review by CITY. The coupons shall be distributed by the CONTRACTOR whereby

the resident obtains the coupon from CONTRACTOR's office after verification of residency. Passes shall be made available on a first-come, first-served basis with no more than one pass given out per valid residential service account per year within the geographical boundaries of the City. When distributed each coupon shall be marked with a thirty-day (30-day) expiration date from the date of distribution. The number of coupons that expire unredeemed shall be added back into the number of coupons available during the balance of that calendar year. CITY reserves the right to make reasonable adjustments to the program conditions based upon the actual cost information provided to CITY by CONTRACTOR. Beginning in calendar year 2016, CITY shall have the right to modify the Dump Coupon Program at no additional cost so that the number of coupons described in subparagraph 2 (j) is decreased from five hundred (500) to two hundred-fifty (250) and the number of Drop-Off Days described in subparagraph 2 (k) is increased from three (3) to four (4). Other features of the program shall remain unchanged. In March of each year, CITY or CONTRACTOR shall have the right to reopen discussions on the cost of this program, including the addition or annexation of any new streets within CITY geographic boundaries. If all of the coupons are not being distributed, CITY shall have the right to decrease the number of coupons for the next year with an appropriate rate decrease to the customers or other mutually agreed upon benefit. The Parties agree that the ultimate goal is to eliminate the Dump Pass Program to the greatest extent possible.

3. Drop off Days: subparagraph 2 (l) of the agreement is added with the following:

- (l) CONTRACTOR shall provide three (3) Drop-Off Days (DODs) each year for use by residential service customers which shall entitle that person to dispose of household Acceptable Solid Waste at a mutually agreed upon location provided by CITY. The DODs shall be spread throughout the year as agreed upon by the Parties in December of the previous year. The DODs shall be staffed and managed by the CONTRACTOR. CITY shall provide traffic control and permits. Acceptable drop-off materials shall include: trash, green waste, normal recyclables, e-waste, white goods, and items that could be accepted by a nonprofit for reuse or sale. CONTRACTOR shall coordinate with local nonprofit organizations to allow them to participate in a manner managed by CONTRACTOR. CONTRACTOR shall notify and provide all residents with the DOD schedule including dates and hours of operation that shall not exceed five (5) hours of collection. The means whereby the DODs are advertised must be with no fewer than two separate methods such as through a mailing plus a press release. Methods of advertisement shall be as mutually agreed upon. CITY will assist with DOD outreach where possible.

4. Street Sweeping: subparagraph 2 (m) of the agreement is added with the following:

- (m) CONTRACTOR shall provide street sweeping of all public streets and roadways and all CITY-owned parking lots within the geographical

boundaries of the CITY. The frequency of sweeping shall be as shown in Exhibit 2-A, unless modified by mutual agreement of the Parties. Sweeping shall be performed at a time of day that best minimizes conflicts with businesses. The beginning of the heavy leaf schedule shall be as mutually agreed upon by the Parties annually. CONTRACTOR shall provide emergency sweeping at no additional cost when CONTRACTOR's equipment and staff are readily available. CITY shall reimburse the CONTRACTOR's costs for any emergency sweeping that requires an emergency call out of equipment or staff. CONTRACTOR shall not be responsible for sweeping streets within construction areas. CONTRACTOR shall initiate the street sweeping service no later than April 1, 2015, unless the Parties mutually agree to delay the start date. As referenced in subparagraph 2(i) the addition of new streets within CITY boundaries shall be reviewed during the annual review process for the Dump Pass Program. The base cost for street sweeping shall be considered as one of "All rates charged by the CONTRACTOR" as set forth in subparagraph 8 (c) of this Agreement. The street sweeping base cost and service shall not be altered annually, except as provided in subparagraph 8 (c) this Agreement. Sweeping service may not be terminated without one-year written notice by the CITY to the CONTRACTOR.


5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Exclusive Solid Waste Handling Franchise Agreement as of the day and year first above written.

CITY OF SUISUN CITY,
A municipal corporation

ATTEST:

By: 


City Clerk, DEPUTY

SOLANO GARBAGE COMPANY,


By: 
Area President
Northern California

EXHIBIT 2-A

Suisun City Street Sweeping Schedule

Routine Sweeping Schedule (February Thru October)	
Sweeping Location	Frequency
Residential Streets	1X Per Month
Commercial/Arterial (Main Route)	2X Per Month
City Parking Lots (See Below)	1X Per Month
Leaf Season Sweeping Schedule (November Thru January)	
Sweeping Location	Frequency
Residential Streets	2X Per Month
Commercial/Arterial (Main Route)	2X Per Month
City Parking Lots	2X Per Month
Heavy Leaf Residential Streets (See Below)	Weekly
City Parking Lots	
City Hall Front Lot - Civic/CH/PD	
City Hall Back Lot - Civic/CH/Yacht Club	
City Hall Side Lot - Civic/CH/Mike Day	
Virgil's Lot (end of Lotz)	
Driftwood Drive Lot	
Library Lot	
Geopp Park Lot	
Sports Complex Lot	
Almond Street Lots	
Kroc Center Lots (Front & Back)	
Community Center Lot	
Boat Ramp Lot	
North Basin Lots (along Main Street)	
Kellogg Lots	
Heavy Leaf Residential Streets	
Almond Street	
Bay Street	
Driftwood Drive from Civic to Josiah	
Kellogg Street from Solano to Cordelia	
Solano Street from Main to Kellogg	
Lotz Way from Civic to Josiah	
Whispering Bay Lane from Driftwood to Francisco	
Josiah Circle from Lotz to Whispering Bay	