

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

This First Amendment to the Exclusive Solid Waste Handling Franchise Agreement ("Agreement") dated March 17, 1998 ("Amended Agreement") is made and entered into this 5<sup>th</sup> day of FEB, 2009, by and between the City of Suisun City ("City") and Solano Garbage Company ("Contractor") (collectively, "the Parties").

1. Extended Term: Section 1 of the Agreement is amended to extend the term of the Agreement from December 31, 2018 to December 31, 2023.
  
2. Clean-up Days: Section 9 of the Agreement is amended to add a new Section 9 (f):  
"Contractor agrees to participate in up to four City Neighborhood Clean-up Days per year, at the request of City. Contractor agrees to charge City only its direct costs for such participation."
  
3. Revised Rate Adjustments: The existing Exhibit B, entitled "Annual Rate Adjustment of Rates for Acceptable Solid Waste Collection" is hereby deleted in its entirety and replaced with a new Exhibit B, as presented in Attachment I of this Amended Agreement.
  
4. Revised Industrial Rates: Pursuant to Section 8 (d) of the Agreement, Contractor has notified City staff that it intends to modify industrial rates to be in line with surrounding communities in Solano County, California. Specifically, the industrial rates will be increased to be the same as those rates charged in the City of Fairfield. City staff has reviewed this request and confirms that this increase is consistent with the provisions of Section 8 (d) of the Agreement.
  
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 Amended Agreement as of the day and year first above written.

CITY OF SUISUN CITY,  
A municipal corporation

By: 

ATTEST:

  
City Clerk, DEPUTY

SOLANO GARBAGE COMPANY,

By: 

## EXHIBIT B

### ANNUAL RATE ADJUSTMENT OF RATES FOR ACCEPTABLE SOLID WASTE COLLECTION

1. Effective January 1, 2009, the monthly rates to be charged by Contractor for residential service provided within the geographic boundaries of the City shall be as follows:  
  
Standard Service: \$22.00 for solid waste and yard waste service  
  
Optional Services: *Additional Solid Waste Container on an Annual Basis:*  
\$8.23 per month for each additional solid waste container  
  
*Additional Solid Waste Container on a Seasonal or Month-to-Month Basis:* \$8.23 per month for each additional solid waste container
2. During the term of this Agreement, on each January 1<sup>st</sup>, all rates for residential collection by Contractor of Acceptable Solid Waste and Yard Waste within the geographic boundaries of the City shall be adjusted in accordance with the following formula:
  - a. Compute the percentage change in the San Francisco-Oakland Metropolitan Area Consumer Price Index for All Urban Consumers (CIP-U) for the month of April of the preceding year.
  - b. Adjust the rate previously established according to this section by the adjustment factor calculated pursuant to subdivision (a), the rate to be rounded up or down to the nearest \$0.05.
3. Throughout the term of this Agreement, all fees and charges relating to governmental mandated costs (e.g., County Solid Waste Fee collected by Contractor, landfill-related environmental cleanup, removal and response costs, etc.) shall be adjusted separately based on the then-current amount of governmentally mandated costs at issue. It is understood and agreed that the Contractor is acting as an agent to ensure collection and payment of such fees and charges, and any changes in such fees and charges are not intended to alter the compensation to be received by Contractor for any services contractor provides pursuant to this Agreement.
4. As of the effective date of this Agreement, the County Solid Waste Fee to be charged by Contractor for residential service provided within the geographic boundaries of the City shall be as follows: \$0.36 per residence per month.
5. Within three years from the effective date of this Agreement, the Parties agree to review recycling efforts and the rate structure as it relates to Municipal Solid Waste and Recycling. Such review shall take into consideration any legislative or regulatory changes and the potential need to modify the City's solid waste collection charges to facilitate recycling efforts.

6. Notwithstanding Section 5 of this Exhibit, at any time during the Term of this Agreement that the County of Solano, State of California or federal government imposes regulations not anticipated by this Agreement, the Parties shall meet and confer to determine modifications to this Agreement to address such regulatory changes, if any.

**AMENDMENT TO  
EXCLUSIVE LICENSE AGREEMENT FOR RECYCLING**

This Amendment to the Exclusive License Agreement For Recycling ("Agreement") dated March 3, 1998 ("Amended Agreement") is made and entered into this 5<sup>th</sup> day of FEB, 2009, by and between the City of Suisun City ("City") and Solano Garbage Company ("Licensee") (collectively, "the Parties").

1. New Residential Recycling Containers: Section 2 (J) of the Agreement is deleted in its entirety and replaced with the following:

"Recycling Receptacles" shall mean a nominal 65-gallon container with wheels provided by Licensee in accordance with paragraph 5 of this Agreement."

2. Extended Term: Section 15 of the Agreement is amended to extend the term of the Agreement from December 31, 2018 to December 31, 2023.

3. Revised Rate Adjustments: The existing Exhibit A, entitled "Recycling Charge Annual Adjustment Computation" is hereby deleted in its entirety and replaced with a new Exhibit A, as presented in Attachment I of this Amendment.

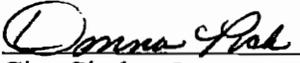
4. All other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amended Agreement as of the day and year first above written.

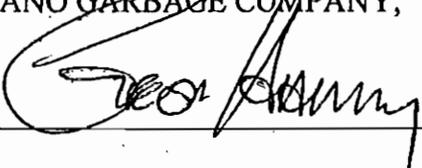
CITY OF SUISUN CITY,  
A municipal corporation

ATTEST:

By:   
Suzanne Bragdon, City Manager

  
City Clerk, *DEPUTY*

SOLANO GARBAGE COMPANY,

By: 

*Attachment I: Exhibit A: Recycling Charge Annual Adjustment Computation.*

## EXHIBIT A

### RECYCLING CHARGE ANNUAL ADJUSTMENT COMPUTATION

1. Effective January 1, 2009, the monthly rate to be charged by Licensee for residential recycling service provided within the geographic boundaries of the City shall be \$3.45, exclusive of the City's AB 939 fee.
2. During the term of this Agreement, on each January 1<sup>st</sup>, Licensee shall submit to the Director of Finance of the City of Suisun City the new monthly recycling charge adjusted by the following computations, in order:
  - a. Compute the percentage change in the San Francisco-Oakland Metropolitan Area Consumer Price Index for All Urban Consumers (CIP-U) for the month of April of the preceding year.
  - b. Adjust the rate previously established according to this section by the adjustment factor calculated pursuant to subdivision (a), the rate to be rounded up or down to the nearest \$0.05.
3. All sales of recyclables under the License Agreement shall inure to the benefit of the recycling program. After review of the annual audit, both Parties may open rate adjustment discussions if a significant change in revenue increases or decreases would affect the recycling rate.
4. Throughout the term of this Agreement, all fees and charges being collected by Licensee relating to governmental costs (e.g. AB 939 Fee) shall be adjusted separately based on the governmental costs at issue. It is understood and agreed that the Licensee is acting as an agent to ensure collection and payment of such fees and charges, and any changes in such fees and charges are not intended to alter the compensation to be received by Licensee for any services Licensee provides pursuant to this Agreement.
5. At the commencement of service pursuant to this Agreement, the City AB 939 Fee to be charged by Licensee for residential service provided within the geographic boundaries of the City shall be as follows: \$0.25 per residence per month.
6. Within three years from the effective date of this Agreement, the Parties agree to review recycling efforts and the rate structure as it relates to Municipal Solid Waste and Recycling. Such review shall take into consideration any legislative or regulatory changes and the potential need to modify the City's solid waste collection charges to facilitate recycling efforts.
7. Notwithstanding Section 6 of this Exhibit, at any time during the Term of this Agreement that the County of Solano, State of California or federal government imposes regulations not anticipated by this Agreement, the Parties shall meet and confer to determine modifications to this Agreement to address such regulatory changes, if any.