

CONTRACT NO. 1731(a)

Amendment No. 1
to
Collection Services Agreement

By and Between

City of San Fernando, a Municipal Corporation,

and

Consolidated Disposal Service, LLC, a Delaware Limited Liability Company
dba Republic Services

Amendment No. 1
to
Collection Services Agreement
No. 1731

This Amendment No. 1 ("Amendment") to the Collection Services Agreement ("Agreement") is entered into as of this 15th day of June, 2015 by and between the City of San Fernando, a municipal corporation organized and operating under the laws of the State of California ("City"), and Consolidated Disposal Service, LLC, a Delaware Limited Liability Company *dba* Republic Services ("Collector"), collectively "the Parties", as follows:

RECITALS

This Amendment is entered into on the basis of the following facts and understandings of the Parties hereto:

- A. Whereas, the Parties entered into the Collection Services Agreement ("Agreement") on December 13, 2013, attached as Exhibit "A" to this Amendment No. 1, and incorporated by reference herein; and
- B. Whereas, the Parties have met and conferred to determine mutually acceptable modifications to the Agreement; and
- C. Whereas, the Parties desire to now memorialize the modifications to the Agreement by means of this Amendment; and
- D. Whereas, as of the date of this Amendment, Collector and City are in compliance with all terms and conditions of the Agreement.

NOW THEREFORE, the Parties do agree and amend the Agreement as follows:

Amendment No. 1

The Parties hereby agree to the following amendment of the Agreement:

- 1. The Parties hereby incorporate the above Recitals as a material element of this Amendment.
- 2. Amendment to Agreement at section 1.3.6. Section 1.3.6 of the Agreement is amended to read as follows:

1.36 Consumer Price Index (CPI). "CPI" means the index published by the U.S. Department of Labor, Bureau of Labor Statistics, Series Id: CUUR0000SEHG Water, Sewer and Trash Collection Services, All Urban Consumers for Los Angeles-Riverside-Orange County Area, California.

3. Amendment to Agreement at section 10.01.2. Section 10.01.2 of the Agreement is amended to read as follows:

"10.01.2. Production of Invoices for SFD Service Units. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for SFD Service Recipients received under this Agreement. The CONTRACTOR shall coordinate its production of invoices with its system automated bi-monthly schedule, by which customers are billed for the current month and one month in advance (every two (2) months). The CONTRACTOR'S invoice shall be remitted to the Service Recipient within five (5) days of the billing day (25th of every other month). Notification of future rate increases shall be included in at least one invoice prior to the affected rate increase date."

4. Amendment to Agreement section 10.01.7 Delinquent Service Accounts. Section 10.01.7 of the Agreement is amended to read as follows:

"10.01.7 Delinquent Service Accounts. The CONTRACTOR may report to the City Representative, on a monthly basis, (1) a SFD Service Recipient who has received Collection Service and whose account is over ninety (90) days past due, and (2) a MFD or a Commercial Service Recipient whose account is over forty-five (45) days past due ("Delinquent Account"). The CITY, however, is not in any way responsible to assist CONTRACTOR in collecting Delinquent Accounts, or in any way responsible to compensate CONTRACTOR for revenues lost due to Delinquent Accounts. The CONTRACTOR may, in its sole discretion, take such action as is legally available to collect or cause collection of such past due amounts from Delinquent Accounts, including removing Recycling Carts and Bins and Organic Waste Carts and Bins, reducing the provision of Refuse Collection Services to the smallest Cart or Bin size to any Service Unit due to non-payment, or CONTRACTOR may suspend/stop service to the Delinquent Account until such time as the account status is fully restored including any fees or deposits required."

5. Amendment to Agreement section 9.01 City Collection Services. Section 9.01.6 of the Agreement is amended to read as follows:

Add: CONTRACTOR agrees, as part of the services CITY and CONTRACTOR have agreed to in this Agreement and in addition to all other agreed upon services, to collect bulky items, including but not limited to: large pieces of yard waste, materials generated as part of CITY's residents' home renovations, Christmas Trees, etc. in consideration for CITY provided CONTRACTOR office space for a

Customer Representative at City Hall. Such collection shall not exceed fifteen (15) items per week. Should the number of items exceed fifteen (15) items per week, the City will be billed \$25 per item over the fifteen (15) item limit.

6. Amendment to Agreement section 9.01 City Collection Services. Section 9.01.2 of the Agreement is amended to read as follows:

Add: CONTRACTOR agrees, as part of the services CITY and CONTRACTOR have agreed to in this Agreement and in addition to all other agreed upon services, to provide trash collection services at CITY's bus stop locations for the remainder of the term of this Agreement.

7. Amendment to Exhibit 1b, Maximum Service Rates (MFD & Commercial Services). Exhibit 1b is amended to read as follows:

Add: Locking Lid service rates per customer service requests. Locking lid service rate is \$6.00 per month/per container.

8. Amendment to Exhibit 2a, CITY Facilities. Exhibit 2a is deleted in its entirety, and replaced with the attached revised Exhibit 2a, incorporated by reference as though fully set forth herein, with the following changes:

- a. Add: Rudy Ortega Sr. Park site (2025 Fourth Street) to list of CITY owned and maintained facilities where CONTRACTOR is responsible for providing trash and recycling collection. This site was not listed in the original agreement 2a exhibit.
- b. Add: and increase additional City water sites (see attached)

9. Amendment to Exhibit 3a, Approved Facilities – Disposal. Exhibit 3a is amended as follows:

Add: CONTRACTOR designated landfill/transfer station sites for inert material disposal, C & D Mixed waste recycling and Mixed Food Waste recycling amending the operations plan/approved facilities. Disposal Site Information:

Sun Valley Landfill, (Vulcan Materials) located at 9436 Glenoaks Blvd., Sun Valley, CA 91352. Waste type: Inert (clean concrete, dirt, asphalt), 1,823 permitted maximum tons per day, \$175.00 per load.

East Valley Diversion/Downtown Diversion (WM) located at 11616 Sheldon St., Sun Valley, CA 91352. Waste type: (inert, mixed waste) - \$49.35 per ton. 70% Diversion.

Waste Transfer & Recycling Transfer Station, (WTR-WM) located at 840 S. Mission Road, Los Angeles, CA 90023. Waste type: (mixed food, Organic) - \$64.00 per ton. 85% Diversion.

American Reclamation, located at 4560 Doran St., Los Angeles, CA 90039. Waste type: Mixed C&D - \$45.00 per ton. 70% Diversion.

10. Amendment to Exhibit 4, City Sponsored Events. Exhibit 4 is deleted and replaced in its entirety as follows:

The original Agreement Exhibit 4, "City Sponsored Events" list, is deleted and replaced in its entirety with the attached updated City Sponsored Events list prepared by the City of San Fernando Public Works Department on March 11, 2014.

11. All other terms and conditions of the Agreement to remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF SAN FERNANDO




City Manager

7.13.2015

Date

CONSOLIDATED DISPOSAL SERVICE, LLC
dba REPUBLIC SERVICES



Ronald R. Krall, Vice President

Date

The foregoing Amendment to the Agreement has been reviewed and approved:

Approved as to Form:


Rick Olivarez, City Attorney

7/20/15
Date

ATTEST:


Elena G. Chávez, City Clerk

7/20/15
Date

Exhibit "A"

Master Agreement

(Please refer to Contract No. 1731)