

**FIRST AMENDMENT
TO THE
PERSONAL SERVICES AGREEMENT
BETWEEN
THE COUNTY OF SHASTA AND
USA WASTE OF CALIFORNIA, INC.**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California through the Department of Public Works ("County") and USA Waste of California, Inc., a Delaware corporation ("Contractor").

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement that commenced on November 13, 2012, (the "Agreement") for the purpose of collection, transportation and disposal of residential and commercial solid waste and the recovery of recyclables as well as the operation of nine waste collection transfer stations; and

WHEREAS, County and Contractor desire to amend the Agreement to provide for new service charges.

NOW, THEREFORE, the Agreement is amended as follows:

I. **Exhibit A, Fee Schedule for Residential and Commercial Collections**, of the Agreement is amended in its entirety to read as shown in Exhibit A - Amendment 1, attached and incorporated herein.

II. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

III. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitutes the entire understanding between County and Contractor concerning the subject matter contained herein.

IV. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the date it is signed by both parties.

IN WITNESS WHEREOF, County and Contractor have executed this First Amendment to the Agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

RISK MANAGEMENT APPROVAL

By: _____
David M. Yorton, Jr.
Senior Deputy County Counsel

By: _____
Jim Johnson
Risk Management Analyst II

CONTRACTOR

*USA Waste of California, Inc.
a Delaware corporation*

By: _____

Print Name: Barry Skolnick

Title: President

Date: 6-16-17

Tax I.D. #: 68-0114107

By: _____

Print Name: David Stratten

Title: Vice President

Date: 6-16-17

EXHIBIT A – Amendment 1

Fee Schedule for Residential and Commercial Collections

Contractor shall be permitted to collect no more than the following monthly fees for collection services:

1. Residential Service

Residential service includes weekly collection of either a 64 gallon or a 96 gallon wheeled waste container and biweekly collection of a 64 gallon wheeled recyclables container.

96 gallon service	\$27.64 / Month
64 gallon service	\$23.90 / Month
64 gallon senior citizen service (65 or older)	\$9.41 / Month

Existing users of the Senior Citizen Tag program may purchase waste collection tags at a cost of \$4.29 per tag. The tags are to be attached to waste containers when they are set out for collection and such wastes will be collected without a monthly charge. Alternatively, tagged wastes may be deposited for free at any transfer station operated by Contractor.

2. Commercial Service

CONTAINER SIZE	TIMES PICKED UP PER WEEK					
	1	2	3	4	5	6
1 Yard	\$102.44	\$204.87	\$292.72	\$375.44	\$457.82	\$540.29
1.5 Yards	\$159.47	\$260.54				
2 Yards	\$189.27	\$331.75	\$474.31	\$607.98	\$741.42	\$874.95
3 Yards	\$241.05	\$396.32	\$551.65	\$706.99	\$862.33	\$1,017.60
4 Yards	\$316.04	\$522.92	\$730.08	\$937.14	\$1,144.08	\$1,350.81
6 Yards	\$388.47	\$621.10	\$853.70	\$1,086.32	\$1,318.94	\$1,551.52
10 Yards	\$505.30	\$801.31	\$1,104.56	\$1,407.79	\$1,711.09	\$2,014.36

Note: Customer will be charged according to the total yardage of containers. For example, two 2-yard bins will be charged at the 4-yard rate.

Overage Charge = \$50.00 per container, per occurrence
Charge for waste container filled beyond intended capacity

EXHIBIT A– Amendment 1 (continued)

Fee Schedule for Residential and Commercial Collections

DROP BOXES	
20 - Yard Drop Box Includes 7 day rental, up to 3 tons of disposal	\$489.23 Per Collection
30 - Yard Drop Box Includes 7 day rental, up to 3 tons of disposal	\$604.45 Per Collection
40 - Yard Drop Box Includes 7 day rental, up to 3 tons of disposal	\$798.26 Per Collection
Trash Compaction	\$27.74 Per Yard Capacity of Box Per Collection

Trip Charge = 50% of Drop Box Rate

Charge for customer-requested delivery or pick-up which failed due to lack of accessibility or overload condition

Excess Weight Charge = Actual Landfill Disposal Charge

Disposal charge for weight in excess of 3 tons

Extended Rental Charge = \$10.00/Day

Daily drop box rental charge for periods in excess of 7 days.