

1 **AMENDMENT NO. 1 TO AMENDED AND SUCCESSOR EXCLUSIVE SERVICE AREA**  
 2 **AGREEMENT NO. 17-572 FOR SOLID WASTE, RECYCLABLE MATERIALS, GREEN**  
 3 **WASTE AND ORGANIC MATERIALS SERVICES**

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 5 THIS AMENDMENT NO. 1 TO AMENDED AND SUCCESSOR EXCLUSIVE SERVICE  
 6 AREA AGREEMENT 17-572 ("Amendment No. 1") is made and entered into in Fresno,  
 7 California, on this 6th day of August, 2019, between the County of Fresno, a political  
 8 subdivision of the State of California, (hereinafter called "COUNTY"), and Western Solid  
 9 Waste, a sole proprietorship owned and operated by Fred Dow (hereinafter called  
 10 "CONTRACTOR"), with reference to the following facts.

11 **WITNESSETH:**

12 WHEREAS the COUNTY and CONTRACTOR entered into an Exclusive Service Area  
 13 Program Agreement ("Agreement") that was executed on October 31, 2017; and

14 WHEREAS, the CONTRACTOR is required to divert residential and commercial Solid  
 15 Waste from landfilling; and

16 WHEREAS, the CONTRACTOR has requested that the COUNTY adopt a Recycling  
 17 Surcharge on the maximum rates allowed for CONTRACTOR to charge for services under the  
 18 Agreement to cover an increase in costs incurred as a result of unforeseen circumstances  
 19 attributable to a combination of bans, tariffs and increasingly strict regulations governing the  
 20 use of discarded materials recycled in China; and

21 WHEREAS, the purpose of this Amendment No. 1 is to provide temporary mitigation of  
 22 those costs, for an interim period pending the development, through cooperation between  
 23 COUNTY staff and representatives of the Exclusive Service Area Program waste haulers  
 24 (including CONTRACTOR), of an appropriately indexed Recycling Surcharge process, as  
 25 hereinafter set forth.

26 NOW, THEREFORE, in consideration of the foregoing premises and the mutual  
 27 promises herein, the COUNTY and the CONTRACTOR agree as follows:

- 28 1. CONTRACTOR may charge for services under the Agreement, as hereby

1 amended, in accordance with the Maximum Rate Schedules listed in the  
2 attached Revised Exhibit D from October 1, 2019 through June 30, 2020.

3 2. The Maximum Rate Schedules, Exhibit D hereto, include a fixed Recycling  
4 Surcharge component of 1.45% that is listed therein as an overlay surcharge,  
5 and that will not be subject to (and thus will be expressly excepted from the  
6 applicability of) the annual CPI adjustment provided for in Paragraph 7.2.C of the  
7 Agreement.

8 3. CONTRACTOR shall give notice to its Customers of its initiation of the rate  
9 increase resulting from implementation of the Recycling Surcharge component in  
10 accordance with the introductory paragraph of Section 7.3 of the Agreement  
11 (which immediately precedes Section 7.3, Paragraph A of the Agreement).

12 4. The authorization herein provided by this Amendment No. 1 for CONTRACTOR  
13 to charge the Recycling Surcharge component provided for herein will  
14 commence on October 1, 2019, and unless it is expressly superseded by a  
15 subsequent amendment to the Agreement, such authorization will expire on June  
16 30, 2020. COUNTY and CONTRACTOR agree to work together, from and after  
17 the date of execution of this Amendment No. 1, to develop an appropriately  
18 indexed Recycling Surcharge process that will more accurately address both  
19 positive and negative fluctuations in the market value of recyclables collected  
20 within the Exclusive Service Area Program territories over a more extended  
21 period of time. It is anticipated that once it has been cooperatively developed,  
22 such Recycling Surcharge process would be presented to the COUNTY's Board  
23 of Supervisors at the earliest practicable date, as a proposed amendment to the  
24 Agreement to supersede the provisions of this Amendment No. 1.


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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2  
3 **CONTRACTOR**

**COUNTY OF FRESNO**

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5 \_\_\_\_\_  
(Authorized Signature)

  
\_\_\_\_\_ Nathan Magsig, Chairman of the Board  
of Supervisors of the County of Fresno

6  
7 Fred L. Dow, Owner  
\_\_\_\_\_ Print Name and Title

8  
9 P.O. Box 254  
\_\_\_\_\_ Mailing Address

10  
11 Friant, CA 93626  
\_\_\_\_\_ City, State, and Zip Code

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By Susan Bishop  
Deputy