## SECOND AMENDMENT TO USA WASTE OF CALIFORNIA, INC. COLLECTION FRANCHISE AGREEMENT CONTRACT NUMBER: 1974

## Amendment No. 2

This AMENDMENT to the Collection Franchise Agreement entered into this 7<sup>th</sup> day of December 2021 by and between County of Glenn ("County") and USA Waste of California, Inc. ("Contractor") is hereby amended as follows:

- 1. ATTACHMENT 8B Service Fee Adjustments
  - A. 70.68% of Service Fee (Operations). 70.68% of the service fee is adjusted by 100% of the average monthly percent change in the CPI index during the period beginning October 1st of the prior year through September 30th of the current year.
  - **B.** 3.45% of Service Fee (Fuel). 3.45% of the service fee is adjusted by 100% of the average monthly percent change in the following fuel indices:
    - 1. DOE Diesel
    - 2. DOE CNG
    - EIA LNG

The adjustment for each fuel index applies only to the percentage of collection vehicles that use that fuel. For example, 20% of the fleet may use diesel and the remaining 80%, CNG.

C. 25.87% of Transfer Station Service Fee. 25.87% of the service fee is adjusted by 100% of the *average* monthly percent change in the tipping fee County charges Collection Franchisee at the Transfer Station.

The service fees are also subject to adjustment pursuant to Attachment 8B, Section B of the Master Agreement for increased costs or reduced revenue due to events beyond Collection Franchisee's reasonable control.

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

**IN WITNESS WHEREOF**, the parties have caused this AGREEMENT to be executed on the day and year first above written.

COUNTY OF GLENN

Thomas J. Arnold, Chairman

**Board of Supervisors** 

APPROVED AS TO FORM:

William J. Vanasek

County Counsel, Glenn Counsel

CONTRACTOR

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President.

USA Waste of California, Inc.

APPROVED AS TO FORM: