

RESOLUTION NO. 06-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
APPROVING THE REVISED SECOND AMENDMENT TO THE AGREEMENT  
WITH PACIFIC WASTE SERVICES FOR OPERATING THE MUNICIPAL LANDFILL

---

WHEREAS, the City and Pacific Waste Services entered into a landfill operations agreement beginning August 1, 2000; and

WHEREAS, the agreement provides that Pacific Waste Services shall be reimbursed for mandated costs incurred due to Federal, State and local regulations; and

WHEREAS, Pacific Waste Services has incurred costs arising from mandated Federal, State and local regulations that are subject to reimbursement; and

WHEREAS, Pacific Waste Services has operated the landfill on holidays for which they are scheduled to be closed in order to accommodate the operations of the City's franchise waste collection franchisee, Paso Robles Waste Disposal; and

WHEREAS, Pacific Waste Services has incurred \$255,800 in costs due to mandates and holiday operations and will continue to expend \$31,200 annually going forward; and

WHEREAS, the City and Pacific Waste Services wish to amend the agreement to provide reasonable means of reimbursing future costs going forward; and

WHEREAS, a budget appropriation is desired for the lump sum payment for past incurred mandated costs.

THEREFORE BE IT RESOLVED, by the City Council of the City of El Paso de Robles approves the revised "Second Amendment to Agreement" attached herewith; and

BE IT FURTHER RESOLVED by the City Council of the City of El Paso de Robles approves a one-time budget appropriation from the Solid Waste Contingency Fund in the amount of \$255,800 to budget account # 612-310-5235-167.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 4<sup>th</sup> day of April 2006 by the following vote:

AYES: Hegarty, Nemeth, Strong and Mecham

NOES:

ABSTAIN: Picanco

ABSENT:

---

Frank R. Mecham, Mayor

ATTEST:

---

Cathy M. David, Deputy City Clerk

**SECOND AMENDMENT TO AGREEMENT  
FOR OPERATION OF SOLID WASTE LANDFILL  
PASO ROBLES MUNICIPAL LANDFILL**

THIS FIRST AMENDMENT (the "Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation, ("City") and PACIFC WASTE SERVICES, INC., a California corporation ("Contractor").

**Recitals**

A. The City and PWS have entered into an Agreement for Operation of Solid Waste Landfill, Paso Robles Municipal Landfill, dated August 23, 2000, providing for the terms and conditions for the operation of the City's landfill (the "Landfill") by Contractor.

B. The City and PWS have entered into a First Amendment to Agreement dated April 5, 2005 implementing an approved Workplan to address a liner tear and set forth certain understandings regarding the implementation of same. The original Agreement and First Amendment to Agreement are referred to collectively herein as the "Agreement."

C. In addition, the parties wish to clarify certain provisions of the Agreement regarding the future submission of costs directly incurred as a result of mandated Federal, State and local regulations, to reimburse PWS for certain costs already incurred and to amend the base revenue sharing amount set forth in the Agreement.

**Agreements**

Section 1. Paragraph (a) of Section (5) of the Agreement is hereby revised to add the following language to end of said Paragraph (a):

“CONTRACTOR shall submit documentation acceptable to the CITY to support any claim for reimbursement of increased costs set forth in this paragraph (a) within One Hundred and Twenty Days (120 Days) of the end of the CONTRACTOR's fiscal year.”

Section 2. Paragraph (a) of Section (6) of the Agreement is hereby revised as follows:

(a) During each of the first two (2) years of this Agreement, in accordance with the procedure set forth herein, CONTRACTOR shall be entitled to retain a portion of annual revenues (the "Annual Contractor Retention") in the amount of NINE HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS (\$977,000), and all revenues above that amount and up to the Revenue Sharing Point as defined in paragraph (c) below, shall be remitted to the City. Beginning on August 1, 2002 and on each August 1 thereafter during the term of this Agreement, the amount of the Annual Contractor Retention shall be increased by Two and One-half Percent (2.5%) per year; provided however, that as of August 1, 2005, the parties agree that the Annual Contractor Retention amount shall be

ONE MILLION ONE HUNDRED NINE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$1,109,625) and thereafter shall increase each August 1 by Two and One-half Percent (2.5%).

Section 3. A new paragraph (d) is hereby added to Section (5) of the Agreement as follows:

“(d) CONTRACTOR has submitted documentation satisfactory to CITY of certain costs incurred by CONTRACTOR prior to the date of the Second Amendment, which costs were incurred as a direct result of either regulatory requirements or specific CITY operations requests. CITY shall pay to CONTRACTOR the sum of Two Hundred Fifty-Five Thousand Eight Hundred Dollars (\$255,800) in full satisfaction of all claims for reimbursement under the terms of this Section (5) incurred by CONTRACTOR prior to the date of the Second Amendment.”

Section 4. Except as modified by this Second Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

This Second Amendment shall be effective as of the date hereinabove written.

CITY OF EL PASO DE ROBLES,  
A municipal corporation

By: \_\_\_\_\_  
James L. App, City Manager

Attest:

\_\_\_\_\_  
Deborah Robinson  
Deputy City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Iris P. Yang, City Attorney

“CITY”

PACIFIC WASTE SERVICES, INC.  
A California corporation

By: \_\_\_\_\_  
James A. Wyse, President

“CONTRACTOR”