

**UPPER VALLEY WASTE MANAGEMENT AGENCY  
EIGHTH AMENDMENT TO AGREEMENT #95-09**

**UPPER VALLEY DISPOSAL SERVICE  
SOLID WASTE HANDLING FRANCHISE AGREEMENT**

**THIS EIGHTH AMENDMENT TO AGENCY AGREEMENT #95-09** (the "Amendment") is made and entered into this 15 day of August, 2016 by and between the UPPER VALLEY WASTE MANAGEMENT AGENCY, a joint powers authority organized under the laws of the STATE OF CALIFORNIA, hereinafter referred to as "AGENCY," and UPPER VALLEY DISPOSAL SERVICE, a California corporation, hereinafter referred to as "CONTRACTOR," (with AGENCY and CONTRACTOR being referred to below from time to time as "Party" or "Parties"), with reference to the following:

**WHEREAS**, AGENCY and CONTRACTOR are parties to that certain Agency Agreement #95-09 for Solid Waste Handling Services throughout the AGENCY Service Area dated September 25, 1995 (the "Agreement"); and

**WHEREAS**, AGENCY and CONTRACTOR are parties to that certain Seventh Amendment to the Agreement dated June 22, 2015; and

**WHEREAS**, AGENCY and CONTRACTOR now desire to amend the Agreement for the eighth time to extend the term of the Agreement by six years and to adopt a new rolling one-year extension of the remaining term of the Agreement thereafter, so that each year, effective July 1, the Agreement would be automatically extended by one year without further action required of any Party unless one of the Parties provides written notice to the other Party at least ninety (90) days in advance of July 1 that the automatic one-year extension shall not apply for that year or at all in the future; and

**WHEREAS**, the purpose of the initial six-year extension and the subsequent automatic one-year extensions of the Agreement's term would allow the AGENCY to implement desired programs or to respond to new mandates that require long term stability, and would facilitate the CONTRACTOR'S ability to obtain financing and have financial flexibility to be able to implement and amortize the cost of such programs, which require significant capital investment by the CONTRACTOR; and

**WHEREAS**, the Agreement and this Amendment were negotiated and executed by the Parties hereto pursuant to the authority conferred on local agencies by Public Resources Code Sections 40059, et seq., as interpreted by judicial case law and the Attorney General of the State of California, to provide for solid waste handling services on an exclusive or non-exclusive basis and with or without competitive bidding, which has been delegated to AGENCY by the JOINT POWERS AGREEMENT pursuant to Government Code section 6500 et seq.,

**TERMS**

**NOW, THEREFORE, AGENCY AND CONTRACTOR AGREE**, for good and valuable consideration, the adequacy of which is hereby acknowledged by the Parties, as

follows:

1. The foregoing recitals are true and correct.
2. This Amendment shall be effective as of the date of approval of the Amendment by the AGENCY's governing Board.
3. Section 4 of Agreement #95-09 is hereby revised in full to read as follows:

**SECTION 4. TERM**

The term of this AGREEMENT commenced on September 25, 1995 and is hereby extended in its end date from July 1, 2025 up to and including July 1, 2031. On July 1 of each year, beginning on July 1, 2017, the remaining term of this Agreement shall be automatically extended by an additional one-year period, so that the term of the Agreement shall be extended each year by one year beyond the then existing expiration date of the Agreement without further action or agreement of the Parties. For each fiscal year the agreement is extended (including this initial extension of 6 years), the CONTRACTOR shall provide each MEMBER an additional \$5,000/year of SOLID WASTE HANDLING SERVICES as such services are defined in Section 2.2(a) of the parent agreement. Each fiscal year that additional SOLID WASTE HANDLING SERVICES are to be provided as per the previous sentence, the \$5,000 per year value of such additional services to be provided by CONTRACTOR to each MEMBER shall be subject to increase or decrease by the same percentage as the change in UVDS rates as adopted by the Board for that year.

This provision for automatic, rolling, one-year extensions of the Agreement's term shall be subject to either Party's right to give ninety (90) days' written notice to the other Party that the Party giving the notice has elected either that (a) the automatic one-year extension shall not occur for that particular year, or (b) that this provision for rolling, automatic one-year extensions of the Agreement's term shall terminate and be of no further force and effect, in which case this AGREEMENT shall terminate upon the expiration of the remaining term of this AGREEMENT, as extended pursuant to this provision prior to its termination.

Should the AGENCY choose to terminate the provision for automatic one-year extensions as provided for above, the AGENCY retains the right as set forth in the AGREEMENT to extend the AGREEMENT for succeeding ten (10) year terms by written notice to the CONTRACTOR at least thirty-six (36) months prior to the termination date. The termination requirements as provided for in Section 6 remain in force.

4. Except as specifically amended herein, the terms and conditions of the Agreement and of the first seven amendments thereto -- to the extent they survived subsequent amendments -- shall remain in full force and effect.

[The remainder of this page left blank intentionally]

5. All capitalized terms used but not defined in this Amendment shall have the meanings assigned them in the Agreement.

IN WITNESS WHEREOF, this Amendment is executed by the Parties hereto as of the date first above written.

UPPER VALLEY WASTE MANAGEMENT AGENCY

BY: Margie Mohler

**MARGIE MOHLER, Vice Chair of the Board of**  
Directors of the Upper Valley Waste  
Management Agency

BY: St L

ATTEST:  
STEVEN LEDERER, Agency Manager

BY: Jeffrey M. Richard (e-signature)

APPROVED AS TO FORM:  
JEFFREY M. RICHARD, Agency Legal Counsel  
DATE: August 2, 2016

UPPER VALLEY DISPOSAL SERVICE

BY: Bob Pectoni

TITLE: Pres.