

AMENDMENT NO. 2 TO AGREEMENT

Refuse and Recyclables Collection and Disposal

WHEREAS **Johns Disposal Service, Inc.**, hereinafter referred to as the “Contractor” and the **City of Whitewater, Wisconsin**, hereinafter referred to as the “City” entered into an Agreement for Refuse and Recyclables Collection and Disposal on January 1, 2011 and amended on January 1, 2015, hereinafter referred to as the “Agreement;” and

WHEREAS the Contractor and the City wish to amend the Agreement to revise the fees and to extend the term of the Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the above-named parties agree to amend the Agreement for Refuse and Recyclables Collection and Disposal beginning on January 1, 2019, as follows:

I. **Introduction is Correct.** The above introduction is true and correct and is hereby incorporated by reference.

II. **Section 18) Termination.** is deleted in its entirety and replaced as follows:

18) Termination

a) The terms of this contract shall be for the term beginning January 1, 2019 and ending December 31, 2023. At the expiration of said term, this contract, if not renegotiated shall expire.

III. **Section 19, Payment of Contract Service Amount,** is deleted in its entirety and replaced as follows:

19) Payment of Contract Service Amount

a) The City agrees to pay the Contractor for the above services on a monthly basis for a five (5) year term, beginning on January 1, 2019, as follows:

i) Payment. Payment to the Contractor shall be based upon the number of residential units, which is reconciled by the City and Contractor. This statistical listing of residential units is on file with the Director of Public Works. It is understood that there may be additions or subtractions to the number of residential units during the calendar year; however, any amendment to the number of units shall be in writing, signed by each of the parties, and placed on file with the Director of Public Works which will then serve as a basis for the payment by the City to the Contractor.

ii) 2019 Basic Service Rates:

Weekly refuse collection per unit	\$ 8.29
Bi-weekly recycling collection per unit	\$ 2.59
Monthly unlimited bulk item collection per unit	\$ 1.66
Total Monthly Cost for Standard Services	\$12.54

iii) Additional Service Rates or Charges

Replacement container (residential) fees per unit	\$ 60.00
Semester Change bulk item collection	No Charge
Packer truck rental rate for leaf collection	No Charge

iv) Annual Rate Adjustments. For years 2020-2023, Rates will be negotiated but limited to the Consumer Price Index (CPI) for all urban consumers (all items) for Midwest City Class Size D. If the contractor requests an increase greater than CPI the City may terminate the agreement at the end of the current year.

v) Such compensation will be paid on the basis of the number of residential units times the rate per unit per month, on or after the third (3rd) Wednesday of each month following the preceding calendar month.

vi) No additional amounts shall be assessed against the City by the Contractor, which exceeds the amount set forth herein unless a written amendment is executed by the parties hereto.

IV. Except as modified herein, the Agreement for Refuse and Recyclable Collection and Disposal is ratified and confirmed in all respects. In the event of any conflict between the terms and conditions of this Amendment No. 2 and the Agreement, or Amendment No. 1, the terms and Conditions of this Amendment No. 2 shall control. This Amendment No. 2 may be signed in two counterparts. The date of final signature hereto shall be deemed the date of this Amendment No. 2, and the effective date of this Amendment shall be January 1, 2019.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by its duly authorized officers as of the date and year first above written.

JOHNS DISPOSAL SERVICE, INC.

By _____ Date _____
Nate Austin, Municipal Account Manager

THE CITY OF WHITEWATER

By _____ Date _____
Cameron Clapper, City Manager

ATTEST:

By _____ Date _____
Michele Smith, City Clerk