

**AMENDMENT THREE TO AGREEMENT
FOR SOLID WASTE HANDLING AND RECYCLING SERVICES**

This Amendment Three to the Agreement for Solid Waste Handling and Recycling Services (the "Amendment") is made this _____ day of _____, 2025, by and between the County of Lake, a political subdivision of the State of California ("County"), and South Lake Refuse Company, LLC, a California limited liability company ("Company").

WHEREAS, the County and Company entered into an Agreement for Solid Waste Handling and Recycling Services on December 9, 2014, as amended by that certain Amendment One dated June 26, 2018, and as amended by that certain Amendment Two dated March 26, 2019 (the "Agreement"); and

WHEREAS, the Agreement allows for the modification of service rates based on changes in pass-through costs events outside the control of either party; and

WHEREAS, County seeks to reduce the volume of organic waste disposed of at the Eastlake Sanitary Landfill, in furtherance of state regulations including Senate Bill 1383, and to reduce greenhouse gas emissions associated with organic waste decomposition; and

WHEREAS, County desires to include curbside organic waste collection program in the services offered by Company to its residents in compliance with applicable state mandates and to promote environmental sustainability; and

WHEREAS, rising costs at local resource recovery facilities have created challenges to Company for financial stability of organic waste collection processing; and

WHEREAS, County and Company wish to amend the Agreement to provide for an organic waste processing pass-through cost; and

WHEREAS, the Agreement may only be modified by a written amendment thereto.

NOW THEREFORE, in and for the mutual covenants herein, the receipt and sufficiency of which are hereby acknowledged, County and Company wish to amend the Agreement on the following terms:

1. Section 6.3 is deleted and replaced with the following:

"6.3 Changes in Pass-Through Costs. In addition to adjustments under Section 6.2 above, the fuel surcharges and credits under Section 6.4 below, and adjustments for extraordinary items under Section 6.5 below, the service rates hereunder shall be subject to increase or decrease to reflect changes in franchise fees, vehicle impact fees and disposal costs (including solid waste and organic material tipping fees), as described in this Section 6.3. In the event of any increase or decrease in the franchise fees and vehicle impact fees payable to County hereunder, or in the disposal costs for the disposal of solid waste and organic material collected by Company hereunder (including tipping fees), Company's service rates shall be increased or decreased so as to eliminate, to the maximum extent possible, Company's increased or decreased costs resulting from the change in pass-through cost from the date(s) such change first occurred. Company shall give County the revised service rates at least thirty (30) days before such increase or decrease becomes effective."

2. A new Rate Adjustment Analysis in the form attached to this Amendment is hereby added to Exhibit B of the Agreement.

3. Except as specifically modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

COUNTY OF LAKE

COMPANY

By: _____
Chair, Board of Supervisors

By: 
Regional Vice President
DAN SCHOOLER

ATTEST:
SUSAN PARKER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel


