

THIRD AMENDMENT TO AGREEMENT FOR SOLID WASTE TRANSFER STATION SERVICES

This Third Amendment ("Amendment") to the Agreement for Solid Waste Transfer Station Services dated October 1, 2015 is made and entered into this ____ day of _____, 2025, by and between the CITY OF MANTECA, a municipal corporation ("City"), and the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California ("County"). City and County may be referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City and County entered into the Agreement for Solid Waste Transfer Station Services on October 1, 2015, for a period of ten (10) years and is set to expire on September 30, 2025; and

WHEREAS, the City and County entered into the First Amendment to the Agreement for Solid Waste Transfer Station Services A-15-317 on November 22, 2017 (First Amendment); and

WHEREAS, the City and County entered into the Second Amendment to the Agreement for Solid Waste Transfer Station Services A-15-317 on May 21, 2019 (Second Amendment). The Agreement for Solid Waste Transfer Station Services, First Amendment, and Second Amendment are collectively referred to herein as "Agreement"; and

WHEREAS, the City intends to negotiate exclusively with County for a long-term extension of the Agreement and the Parties have agreed to a fifteen (15) month extension to the Agreement, with an option to extend the Agreement for an additional nine (9) months, to provide them time to negotiate the long-term extension; and

WHEREAS, the Parties acknowledge that Refuse originating from the City will continue to be delivered to the County exclusively until the end of the term of this Amendment, and green waste, food waste, and recyclables may continue to be delivered to the County pursuant to the Agreement and this Amendment but are not subject to exclusivity after September 30, 2025; and

WHEREAS, the Parties wish to reflect their mutual intent to act in good faith and work cooperatively during the period of negotiation.

NOW, THEREFORE, the City and County in consideration of their mutual promises, amend the Agreement as indicated in the sections below. All other provisions of the Agreement shall remain in effect. In the event of a conflict between this Amendment and the Agreement, the Amendment will control.

1. Section 7. Term of Contract shall be amended as follows:

The term of the Agreement is hereby extended from its current expiration date of September 30, 2025, through December 31, 2026, unless otherwise terminated in accordance with the Agreement.

Notwithstanding the foregoing, the term of this Agreement may be extended by an additional nine (9) months, through September 30, 2027, provided that the following two conditions have both been satisfied as of the original expiration date of this Amendment:

- A. The County provides the City with a cost-of-service study documenting the County's costs of service and the tipping rates the City would need to pay to meet the costs of service.
- B. The City agrees, in writing, to the extension. The City shall not unreasonably withhold, condition, or delay its agreement to this optional nine-month extension, provided that the County is negotiating with the City in good faith.

The extension shall take effect without the need for further action by either party.

2. **Exhibit A. Scope of Work, Section 1 shall be amended to include the following definition for Refuse:**

Refuse means all putrescible and non-putrescible solid, and semi-solid waste, generated or accumulated through the normal activities of any land or building in the City where MSW is generated or accumulated. Refuse does not include green waste, food waste, and recyclables.

3. **Exhibit A. Scope of Work, Section 3 shall be revised to:**

Processing of Commingled Recyclables – NON-EXCLUSIVE TO COUNTY July 17, 2018 through December 31, 2026.

4. Beginning October 1, 2025, the County may receive recyclables from City and fees for tipping, handling, and processing of recyclables shall be charged at the same rate as the current Municipal Solid Waste (MSW) refuse tipping rates. These rates shall be subject to annual adjustments in accordance with the Consumer Price Index (CPI) escalator. County shall transport such materials to facility of County's choice for processing and shall maintain ownership of such materials.

5. **Exhibit B. County Proposal, Section 3 shall be revised to:**

Processing of Commingled Recyclables – NON-EXCLUSIVE TO COUNTY July 17, 2018 through December 31, 2026.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF MANTECA:

Gary Singh, Mayor

Date: _____

ATTEST:

Cassandra Candini-Tilton, City Clerk

Date: _____

APPROVED AS TO FORM:

Daniella Green, Assistant City Attorney

Date: _____

COUNTY OF SAN JOAQUIN

By: _____
Name:
Title:

APPROVED AS TO FORM:

City Attorney: _____
Name:
Title:

County Counsel: _____
Name:
Title: