

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
KITITAS COUNTY
AND
WASTE MANAGEMENT OF WASHINGTON, INC.**

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is entered into as of July 1, 2015 ("Effective Date") by and between Kittitas County ("County") and Waste Management of Washington, Inc. ("Company").

RECITALS

- A. County and Company are parties to that certain Agreement for Operation of Transfer Stations, Hauling and Disposal of Municipal Solid Waste, Hauling of Inert, Demolition Debris Waste, and Hauling, Processing and Marketing of Recyclables effective July 1, 2010 (the "Agreement").
- B. County and Company now desire to amend the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Term. The parties agree to extend this Agreement an additional five (5) years, expiring on June 30, 2020.

2. Adjustment of Fees. The parties agree to forego the July 1, 2015 adjustment in fees as outlined in Section V.G. of the Agreement in lieu of the revised fees in item four (4) of this First Amendment.

3. Municipal Solid Waste Fee. The last sentence of Section V.A. of the Agreement is hereby replaced with the following:

The Municipal Solid Waste Fee shall be based on the net weight of MSW in Company vehicles as weighed at the Greater Wenatchee Landfill operated by Company. Scale certifications shall be provided to the County on a regular basis. The Company will email an end of day reconciliation report to the County on a daily basis. The report will include ticket date, time, gate house operator, ticket number, carrier, vehicle number, material type by producing location, per ton rate, and total tons per load. Individual tickets may be produced upon request.

4. Compensation. The compensation schedule outlined in Sections V.A., C., D., and F. are hereby amended as follows:

A. Municipal Solid Waste Fee \$58.93 per ton

C. Yard Waste Fee \$22.05 per ton

D. Inert, Demolition and Construction Debris Fee

Ellensburg TS & Ryegrass LF \$16.70 per ton

Upper County TS \$27.81 per ton

F. Recycling Drop Box Haul Fee

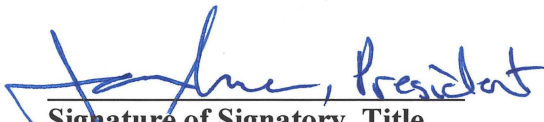
Ellensburg TS Per Haul \$90.24 per round trip

Upper County TS \$135.34 per round trip

5. Full Force and Effect. Except as otherwise provided in this First Amendment, all other terms and provisions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th day of March, 2015.

Waste Management of Washington, Inc



Signature of Signatory, Title
(Date 3/30/15)

Jason Rose, President
Print Name of Signatory, Title

APPROVED:

BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON


Paul Jewell, Chairman


Gary Berndt, Vice-Chairman


Obie O'Brien, Commissioner

Approved as to Form:

By: _____
Deputy Prosecuting Attorney



Attest:


Clerk of the Board



WASTE MANAGEMENT

720 4th Ave, Ste 400
Kirkland WA 98033

March 30, 2015

Kittitas County Board of County Commissioners
Kittitas County Courthouse
205 W 5th Ave, Ste. 108
Ellensburg, WA 98926

Re: First Amendment to Agreement

Enclosed please find a fully executed First Amendment to our Solid Waste Agreement between Kittitas County and Waste Management of Washington, Inc.

Sincerely,

Mindy Rostami
Senior Manager, Contract Compliance
Waste Management of Washington, Inc.

Enclosure

cc: Patti Johnson, Kittitas County Solid Waste Department

RECEIVED

APR - 2 2015

1st ____ 2nd ____ 3rd ____
KITITAS COUNTY BOARD OF COMMISSIONERS