

AMENDMENT NO. 1

TO

**COMPREHENSIVE GARBAGE, RECYCLABLES AND YARD DEBRIS COLLECTION
CONTRACT BETWEEN CITY OF MONROE AND RABANCO LTD. D/B/A REPUBLIC
SERVICES OF LYNNWOOD**

THIS AMENDMENT NO. 1 ("Amendment No. 1") is made and entered into this 27th day of January, 2017, by and between the CITY OF MONROE, a Washington municipal corporation ("City"), and RABANCO LTD, a Washington corporation ("Contractor").

WHEREAS, the parties previously entered into a Comprehensive Garbage, Recyclables and Yard Debris Collection Contract dated January 1, 2017 ("Contract"); and

WHEREAS, the term of the Contract is from January 1, 2017, through December 31, 2021; and

WHEREAS, the parties desire to revise certain provisions of the Contract related to temporary suspension of service and certain collection rates.

NOW THEREFORE, in consideration of the terms, conditions, and covenants contained herein, and other consideration the receipt and sufficiency of which are mutually acknowledged, the parties agree to amend the Contract as follows:

I. Amendment of Section 2.1.23. Section 2.1.23 of the Contract is hereby amended by replacing the second paragraph with the following:

Upon prior notice to the Contractor, Customers may temporarily suspend service due to vacations or other reasons up to an aggregate total of four (4) weeks within any twelve (12) month period. Such suspensions shall be in increments of no less than one (1) week, and the Customer shall be billed on a prorated basis for actual services received. When service is temporarily suspended, the Contractor may continue to bill for container rentals, if applicable. Accounts must be current, no temporary suspension shall be granted for an account that is delinquent.

II. Amendment of Attachment A - Contractor Rates. The rate schedule set forth in Attachment A to the Contract is hereby amended by the addition of a line item for Yard Debris extras. The initial rate therefore will be \$5.42 per extra 32-gallon-equivalent amount of Yard Debris.

III. Effect of Amendment. This Amendment is in addition to the Contract. Except as otherwise provided herein, the provisions of this Amendment modify, but do not supersede, the provisions of the Contract. Except as otherwise provided herein, each provision of the Contract shall continue in full force and effect as if this Amendment did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Contract.

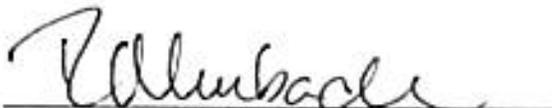
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the January 1, 2017, Contract as of the day and year first written above.

CITY OF MONROE, WASHINGTON

**RABANCO LTD. d/b/a Republic
Services of Lynnwood**



Geoffrey Thomas, Mayor



Robin Murbach, Area Director

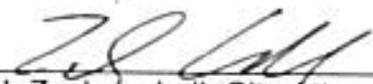
(SEAL)

ATTEST:



Elizabeth M. Smoot, MMC, City Clerk

APPROVED AS TO FORM:



J. Zachary Lell, City Attorney