

FY25 MARKET LABOR FEE AMENDMENT TO FRANCHISE AGREEMENT TO PERFORM SOLID WASTE COLLECTION AND DISPOSAL SERVICES

This FY25 MARKET LABOR FEE AMENDMENT TO FRANCHISE AGREEMENT TO PERFORM SOLID WASTE COLLECTION AND DISPOSAL SERVICES (“Amendment”) is entered into this 24th day of September, 2024 (“Effective Date”), by and between the City of Meridian, a municipal corporation of the State of Idaho (“City”), and Allied Waste Services of North America, LLC, a limited liability company registered in the state of Arizona, whose address is 18500 N. Allied Way, Phoenix, Arizona, doing business as Republic Services of Idaho, whose local address is 11101 W. Executive Dr. Boise, Idaho (“Republic Services”) (together, “Parties”).

WHEREAS, Republic Services provides solid waste and recycling collection and disposal services in Meridian pursuant to a franchise agreement entered into by the City on January 18, 2000, and assigned to Republic Services pursuant to Meridian City Council Resolution no. 12-844 (“Franchise Agreement”);

WHEREAS, Paragraph 21 of the Franchise Agreement establishes a formula by which rates and charges for services provided by Republic Services are established and adjusted;

WHEREAS, in 2021, Republic Services represented that the 2020 global pandemic had changed the labor market to require higher wages in order to retain full-time employees, and the Parties entered into an amendment to the Franchise Agreement authorizing a one-time labor adjustment to be incorporated into the rates charged for FY22;

WHEREAS, Republic Services represents that the labor market again demands a wage increase;

WHEREAS, the City will allow this second one-time labor adjustment to be incorporated into the rates charged for FY25, in addition to the annual CPI adjustment as agreed to in the Franchise Agreement;

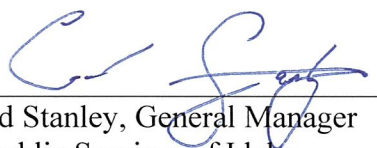
A. TERM MODIFIED. Section 21 of the of the Franchise Agreement shall be modified by the addition of the following provision:

21.5 Notwithstanding other provisions of this Section, in order to accommodate a one-time adjustment for increased labor costs, the base rate for services provided by Republic Services pursuant to this Agreement, from October 1, 2024 to September 30, 2025, shall be as set forth in the fee schedule duly adopted by Meridian City Council Resolution no. 24-2475. After September 30, 2025, rates shall be adjusted in accordance with this Section 21.

B. NO ADDITIONAL PROVISIONS. The Parties agree that except as expressly modified by this Amendment and any other applicable amendments, all provisions of the Franchise Agreement shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Amendment shall be deemed to enlarge, limit or otherwise affect the matters addressed in this Amendment.

IN WITNESS WHEREOF, the parties shall cause this Amendment to be executed by their duly authorized officers to be effective as of the Effective Date written above.

REPUBLIC SERVICES:



Cord Stanley, General Manager
Republic Services of Idaho

CITY OF MERIDIAN:

BY: _____
Robert E. Simison
Mayor

Attest: _____
Chris Johnson
City Clerk