

MARKET LABOR FEE CONTRACT AMENDMENT FY22

THIS Amendment to Paragraph 21 of the Franchise Agreement to Perform Solid Waste Collection and Disposal Services (“AMENDMENT”), is made and entered into this 7th day of September, 2021, by and between CITY OF MERIDIAN, a municipal corporation of the State of Idaho, hereafter called “CITY”, and REPUBLIC SERVICES of Idaho, an Idaho Corporation, hereinafter called “REPUBLIC SERVICES”, whose current address is: 11101 W. Executive Dr. Boise, ID 83713.

1. **RECITALS:**

- 1.1 **WHEREAS**, REPUBLIC SERVICES performs all services pertaining to solid waste collection and disposal of the CITY’S solid waste pursuant to the Franchise Agreement; and
- 1.2 **WHEREAS**, REPUBLIC SERVICES is separately contracted to deliver the CITY’s collected curbside recyclables to a third-party vendor, Western Recycling; and
- 1.3 **WHEREAS**, REPUBLIC SERVICES has advised the CITY that effective
- 1.4 **WHEREAS**, due to the global pandemic in 2020 and continuing into 2021 the labor market has been compromised for regular full-time employees; and
- 1.5 **WHEREAS**, REPUBLIC SERVICES has an on-going need to provide services to the CITY to fulfill its obligations under the Franchise Agreement; and
- 1.6 **WHEREAS**, a one time need for wage adjustment is necessary to attract and retain workers for REPUBLIC SERVICES; and
- 1.7 **WHEREAS**, the CITY will accept this one-time labor adjustment to be incorporated into the rates charged for FY22. In addition to the annual CPI adjustment as agreed to in the Franchise Agreement; and
- 1.8 **WHEREAS**, the CITY further agrees that this rate, with this additional one-time labor adjustment shall be the rate for FY22 and the basis of the rates moving forward as contemplated by the Franchise Agreement and subject to the annual CPI Adjustment;

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
3. **DEFINITIONS:**
 - a. Fiscal Year (“FY”) – This term is defined for purposes of this AMENDMENT as the period beginning October 1, 2021 and ending September 30, 2022.
4. **AMENDMENT to PARAGRAPH 21 of the FRANCHISE AGREEMENT:** the rate for FY22 shall be the base rate as contemplated in Paragraph 21.1

5. **PUBLIC NOTICE AND HEARING PROVISIONS:** The parties agree that the rates for FY22, which is the subject of this AMENDMENT is subject to compliance with the notice and hearing provisions of Idaho Code 63-1311A.
7. **EFFECTIVE DATE:** The effective date for the recycling processing fee is predicated upon Council's approval of the fee following public hearing and execution by the parties of this AMENDMENT with the effective date established by Council to begin October 1, 2021 or as soon thereafter as practicable.

IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as herein above provided.

Dated this ____ day of _____, 2021.

Mayor Robert E. Simison

ATTEST: _____
Chris Johnson, City Clerk

Dated this ____ day of _____, 2021.

Robert Bennett
REPUBLIC SERVICES, GENERAL MANAGER