

CITY OF EL MIRAGE  
Continuation and Amendment of Existing Agreement

The undersigned hereby agrees to continue and amend the existing agreement between the City of El Mirage, an Arizona municipal corporation (“Customer”) and Parks and Sons, (“Company”) under the existing terms and conditions as set forth in the Agreement between the City and the Company. This Agreement takes precedence over previous Agreement as identified below.

1. The expiration date of this Continuation and Amendment of Existing Agreement will be June 30, 2021.
2. This Amendment shall begin September 1, 2020 and will be renewable following the Continuation and Amendment of Existing Agreement expiration date for successive one (1) year terms, unless either party provides written notice of its intention to not renew, no less than thirty (30) days before expiration of the current term.
3. Company shall make available to Customer and its residents curbside trash services and bulk trash pickup services. Company will provide weekly curbside trash services/collections to City and its residents, consisting of one (1) trash and one (1) recycling pickup weekly. Collection schedule will be agreed upon each year by Customer and Company.
4. Collection Service Rate: The Company will maintain the existing rate of \$7.82 per unit per month for curbside trash/recycling collection. Beginning December 2020, the rate is subject to one rate adjustment annually. The rate adjustment will be analyzed each January and with agreement, will be effective on each subsequent July. The rate may be adjusted to reflect the change in the National Consumer Price Index for Urban Consumers (CPI-U) U.S. city average for the previous twelve (12) months, or by three percent (3%), whichever is less.
5. Refuse Disposal Rate: The Company will maintain the existing rate of \$3.95 per unit per month for recycling processing and/or disposal. The Customer and Company understand that fees to dispose of and process recyclables will vary based on market factors not controlled by either party. Due to the fluctuations of these markets, the Customer and Company agree to a cost share of disposing of recyclables from the program for materials collected from Customer’s residents. The Company will charge Customer a rate of 4.39% (\$3.95) of the process recycling fee charged per unit ton per month to dispose of and/or process the recyclables collected. This rate is subject to an annual modification based on fees charged to the Company. The annual modification will be agreed upon each year by Customer and Company. The modification will be analyzed each January and with agreement, will be effective on each subsequent July.

Company will supply Customer with a copy certifying rates from vendors for its

records. In the event that the cost to the Company to process recyclables should increase more than 20% from the current rate charged to the Customer to process recyclables during the course of the current contract term, the Customer and Company reserve the right to re-evaluate the curbside recycling program in the best interest of both parties.

Should the City suspend or eliminate the curbside recycling program, the rate may be reduced by agreement of both parties without amending this agreement. If after having suspended or eliminated the curbside recycling program the City later chooses to resume curbside recycling, the rate may be reinstated to the collection service rate plus annual rate adjustments, with the disposal rate factored at the same processing fee cost share as detailed above.

6. Company agrees, to make available to Customer a curbside bulk trash services (Event) by collecting "Acceptable Items" that residents will place in front of their homes during scheduled dates. Acceptable items, schedules, procedures and hours of operation will be in accordance with City Code and agreed upon by City and Company with an annual Scope of Work. The Scope of Work is an administrative document and may be changed from time to time,
7. The Company shall maintain all books, paper documents, accounting and payroll records and other evidence pertaining to such billings of the Event and shall make such materials available at all reasonable times to the City.

THE BELOW LISTED PERSON WARRANTS THAT HE OR SHE IS AUTHORIZED TO BIND THE LISTED ORGANIZATION/PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CITY OF EL MIRAGE:

PARKS AND SONS:

\_\_\_\_\_  
By: J. Crystal Dyches  
Its: City Manager

\_\_\_\_\_  
By: Ryan Taylor  
Its: General Manager

Attest:

\_\_\_\_\_  
Sharon Antes, City Clerk

\_\_\_\_\_  
Justin Pierce, City Attorney