

# **Tahoe Truckee Sierra Disposal, Inc.**

## **SECOND AMENDMENT TO SOLID WASTE SERVICES AGREEMENT #6917**

**THIS SECOND AMENDMENT** to that Solid Waste Services Agreement #6917 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Tahoe Truckee Sierra Disposal, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 645 West Lake Boulevard Suite 5, Tahoe City, California, 96145 (hereinafter referred to as "Contractor");

### **R E C I T A L S**

**WHEREAS**, Contractor has been engaged by County to provide the collection, transportation, processing, and disposal of solid waste and recyclable materials for the County's Environmental Services Department pursuant to Solid Waste Services Agreement #6917, dated September 29, 2015, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of September 28, 2025, for three (3) additional years, amending **SECTION 11, Term**;

**WHEREAS**, the parties hereto desire to fully replace specific Articles to include updated contract provisions;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Second Amendment to Solid Waste Services Agreement #6917 on the following terms and conditions:

- I. **SECTION 11, Term**, of the Agreement is amended in its entirety to read as follows:

#### **SECTION 11**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of September 29, 2015 through September 28, 2028, as amended, EXCEPT that in the event that Residential service in the Franchise area has not become mandatory by County Ordinance, by July 1, 2026, Contractor will become then eligible to be freely and permanently released of any and all obligations to provide current or future service offerings to any Residential locations in the service area under this Agreement, by providing 45-days written advance notice to County of such intent.

- II. **The following Articles of the Agreement are fully replaced in their entirety to read as follows**

#### **SECTION 12 – FRANCHISE TRANSFERABLE / CONSENT REQUIRED** **D. TRANSITION OF SERVICES:**

In the event Contractor is not awarded an agreement to continue to provide Collection services following the expiration or early termination of this Agreement, or if mandatory collection services are not adopted by July 1, 2026, Contractor shall reasonably cooperate with the County and any subsequent contractors to assure a smooth transition of Collection services described in this Agreement. Such cooperation shall include, but not be limited to, the following:

1. Continue to perform services hereunder, as directed by the County, for a period of up to ninety (90) calendar days following the effective date of termination or until such earlier date as the County determines that an orderly transition of services has been accomplished.
2. Cooperate fully with the County and any successor contractor or franchisee designated by the County to ensure continuity and avoid interruption of services to customers.
3. Immediately deliver to the County all route maps, customer account data, billing records, reports, and other documents or information reasonably necessary for the continuation of services; and
4. Remove all equipment, containers, and property owned by Franchisee from the service area within the time specified by the County, unless otherwise directed in writing by the Contract Administrator.

**SECTION KKK. SOLID WASTE RATE SETTING POLICIES AND PROCEDURES  
MANUAL FOR UNINCORPORATED AREAS**

"Solid Waste Rate Setting Policies and Procedures Manual for Unincorporated Areas" Means the step-by-step guide for the County of El Dorado and its franchise haulers serving unincorporated areas, to prepare and approve changes to Solid Waste Collection rates. This manual establishes rate change policies, provides application forms, specifies reporting formats, identifies required supporting documentation, and describes the procedure for requesting, reviewing, and adopting rate changes. See Exhibit B. If residential service becomes mandatory by County Ordinance on or before July 1, 2026, solid waste rate-setting procedures will be subject to Proposition 218 majority protest procedures under that law.

Except as herein amended, all other parts and sections of Solid Waste Services Agreement #6917 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Solid Waste Services Agreement #6917 on the dates indicated below.

**--COUNTY OF EL DORADO--**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors


By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**--TAHOE TRUCKEE SIERRA DISPOSAL, INC.--**

By: *Mary R. Collins*  
Mary R. Collins (Sep 9, 2025 13:26:58 PDT)  
Mary Collins  
President  
"Contractor"

Dated: 09/09/2025

By:   
Jeffrey M. Collins (Sep 9, 2025 13:34:48 PDT)  
Jeffrey Collins  
Treasurer

Dated: 09/09/2025