

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
AND
ALLIED WASTE SYSTEMS, INC.
FOR FRANCHISED MATERIALS COLLECTION, TRANSFER, TRANSPORT, PROCESSING,
DIVERSION, AND DISPOSAL SERVICES**

This Second Amendment to Agreement for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services (the "Second Amendment") is entered into on the 8th day of December, 2022 ("Effective Date") by and between the Central Contra Costa Solid Waste Authority, a Joint Powers Authority ("CCCSWA"), and Allied Waste Systems, Inc., a Delaware corporation, dba Allied Waste Services of Contra Costa County and also dba Republic Services of Contra Costa County ("Contractor") (individually, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, on May 16, 2014, the Parties entered into that certain Agreement for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services for a ten year Term (through February 28, 2025); and

WHEREAS, on October 25, 2018, the Parties entered into that certain First Amendment to the Agreement for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services (the agreement, as amended, referred to herein as the "Agreement"); and

WHEREAS, the Agreement has a ten-year Term (from March 1, 2015 through and including February 28, 2025), but provides an option to extend the Term of the Agreement for up to twenty-four months; and

WHEREAS, on April 29, 2022, CCCSWA provided Contractor timely written notice of its intent to exercise its option to extend the Term of the Agreement twenty-four months (through and including February 28, 2027); and

WHEREAS, the Parties dispute the nature of CCCSWA's discretion to extend the term of the Agreement, and the terms and conditions for such extension; and

WHEREAS, in June 2022, Contractor submitted a request for Special Rate Adjustment ("Special Rate Request"), pursuant to which Contractor sought a special adjustment of Maximum Rates, in addition to the regular annual adjustment of Maximum Rates, for Rate Year ("RY") 9; and

WHEREAS, the Parties dispute Contractor's entitlement to and the valuation of certain of the items in the Special Rate Request; and

WHEREAS, over the prior seven months, the Parties have engaged in a meet and confer process in accordance with the requirements of the Agreement to discuss the terms and conditions for an extension of the Term of the Agreement; Contractor's entitlement to and the amount of the adjustment to Maximum Rates pursuant to the Special Rate Request; and matters related to the quality of Contractor's performance and improvements thereto; and

WHEREAS, the Parties now desire to modify and amend the Agreement as specifically set forth below in this Second Amendment, to enact the twenty-four (24) month extension of the Term; make determinations regarding Contractor's Special Rate Request, and approve certain adjustments in the Maximum Rates Contractor may charge Subscribers over the Term of the Agreement; and implement certain administrative, technological, and other changes under the Agreement to, among other things, improve the quality of Contractor's performance for the benefit of Subscribers; and

WHEREAS, the Agreement contemplates that any extension of the Term of the Agreement is conditional upon Contractor meeting two requirements related to diversion performance and overall performance, but provides CCCSWA the right to waive one or both of the conditions, in its sole discretion; and

WHEREAS, the CCCSWA Board of Directors has found and determined that waiver of the extension conditions and execution and implementation of this Second Amendment is in the best interest of the public in order to protect the public health, safety, and well-being, and has authorized execution of this Second Amendment;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein and for other good and valuable consideration, the Parties do hereby agree as follows:

Extension of Term

1. Section 4.1 of the Agreement is amended in its entirety to read as follows:

4.1 Term

The Term of this Agreement shall commence March 1, 2015 (Commencement Date) and continue in full force for a period of twelve (12) years, through and including February 28, 2027, unless the Agreement is terminated pursuant to Article 14.

2. Section 4.2 of the Agreement is deleted in its entirety.
3. Section 10.2.C of the Agreement is amended to delete the double asterisk in the table row for RY11 and RY12, and delete the double asterisk footnote to the table.
4. Exhibit D of the Agreement at Section 4.A is amended to replace the tables with the tables as set forth in Attachment A.

Rate Year 9

5. CCCSWA approves an adjustment to Contractor's Total Cost Before Profit in the amount of One Million Five Hundred Eighty-Nine Thousand Nine Hundred Thirty-Seven and No/100 Dollars (\$1,589,937) effective March 1, 2023 (commencement date of RY9) ("RY9 Special Rate Adjustment").

The RY9 Special Rate Adjustment is in addition to any Cost-Based Rate Adjustment contemplated under Article 10 and Exhibit E of the Agreement, requested by Contractor, and approved by CCCSWA under the terms and conditions of the Agreement for RY9.

The RY9 Special Rate Adjustment is not subject to the five percent (5%) cap on the annual increase in Contractor's Operating Costs (also referred to in the Agreement as Contractor's Operations Cost) provided under Section 10.1 and Exhibit E of the Agreement; Contractor's Operating Costs in RY9 shall be calculated and adjusted based on the cost cap, if necessary, under the terms and conditions of the Agreement and the RY9 Special Rate Adjustment shall be applied after such calculation and any cost cap adjustment.

CCCSWA approves the RY9 Special Rate Adjustment as an adjustment to Contractor's Total Cost Before Profit in RY10, RY11, and RY12. The amount of the RY9 Special Rate Adjustment in such subsequent RYs: i) shall be annually adjusted by multiplying the amount of the RY9 Special Rate Adjustment by one plus the Annual Percentage Change in the CPI-U; ii) shall be in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement; and iii) shall not be subject to the cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement.

6. CCCSWA approves and adopts the maximum miscellaneous rates as set forth in Attachment B, effective March 1, 2023 (commencement date of RY9).

7. Section 8.4.A of the Agreement is amended to add the following new text at the conclusion of the paragraph:

No later than December 31, 2023 and continuing for the remainder of the Term, all Collection vehicles servicing Single-Family Subscribers shall be equipped with the RISE route management software system. Contractor shall schedule and implement the equipment installation in a manner that does not result in any impairment of Contractor's timely and complete Collection services to Subscribers. If Contractor is unable to comply by December 31, 2023, Contractor may pursue the relief allowed under the Agreement, which may include Section 14.10.

8. Section 8.6.A of the Agreement is amended to add the following new text at the conclusion of the section:

No later than March 1, 2023 and continuing for the remainder of the Term, Contractor shall hire and retain the following position dedicated to the Service Area to supplement existing staffing: one (1) new Recycling Coordinator. The Parties shall cooperate to define the role and specific activities for this position. Notwithstanding the requirement to hire such new position, no adjustment shall be made to the number of personnel or hours presented in Exhibit N when performing the annual adjustment to Maximum Rates under the Agreement.

9. Section 7.5 of the Agreement is amended to add the following new text at the conclusion of the paragraph:

Without limiting the foregoing, no later than January 1, 2023 and continuing for the remainder of the Term, Contractor shall upgrade the current Recyclist subscription to allow CCCSWA full-view access for all reports and customer data.

10. Article 1 of the Agreement is amended to add the following new text:

“Approved C&D Processing Facility” means the C&D material recovery facility at Newby Island Resource Recovery Park located at 1601 Dixon Landing Rd., Milpitas, CA. The facility is owned and operated by BFI of California, Inc. (an Approved Affiliate), and approved by the CCCSWA for Processing C&D Debris from Covered Projects, as that term is defined in CCCSWA’s Construction and Demolition Debris Program Ordinance. The Approved C&D Processing Facility is an “Approved Processing Facility” hereunder.

11. The Agreement is amended to add a new Section 6.1.11 as follows:

6.1.11 Covered C&D Material Transport and Processing

No later than March 1, 2023 and continuing for the remainder of the Term, Contractor shall Transport and Deliver all C&D Debris from Covered Projects received at the Approved Transfer Station directly to the Approved C&D Processing Facility for Processing. As provided in Section 6.1.1.A and Section 6.1.8, Contractor shall pay all costs associated with Transferring and Transporting such materials to the Approved Processing Facility through rates charged at the Approved Transfer Station. Contractor agrees to reserve sufficient Processing capacity at the Approved C&D Processing Facility throughout the remainder of the Term of the Agreement to allow for Delivery to and Acceptance and Processing of all C&D Debris from Covered Projects at the facility.

12. The Agreement is amended to add a new Section 7.3.J as follows:

7.3.J Credits for Missed Collections

Effective March 1, 2023 and continuing for the remainder of the Term, Contractor shall promptly provide a refund in an amount equal to one quarter of a Subscriber’s monthly bill for each call from the Subscriber (or CCCSWA staff on behalf of the Subscriber) to Contractor resulting from a failure to Collect one or more Franchised Materials that have been properly set out for Collection from an established Subscriber account on the scheduled Collection day and not thereafter Collected by the end of the following Business Day (such failure to Collect, a “Missed Collection”). Consistent with Section 7.4.1.D of the Agreement, all Persons involved in providing this customer service and support to Subscribers shall be well-educated on and knowledgeable of the procedures and requirements to issue the refund specified herein. The burden of proof shall rest with Contractor to demonstrate cases where a Subscriber request for refund does not meet the criteria specified herein; consistent with Section 7.4.2 of the Agreement, the CCCSWA Executive Director (or their designee) shall make the final determination in the event of unresolved disputes between Contractor and a Subscriber. To the extent Contractor promptly provides the Subscriber bill credit as specified herein, CCCSWA shall not assess liquidated damages under Exhibit C, Performance Area No. 2, Item 4.

Rate Year 10

13. In addition to the adjustments noted in prior sections of this Second Amendment, the CCCSWA approves an adjustment to Contractor's Total Cost Before Profit in the amount of One Million Nine Hundred Fifteen Thousand Five Hundred Eleven and No/100 Dollars (\$1,915,511) effective March 1, 2024 (commencement date of RY10) ("RY10 Special Rate Adjustment").

The RY10 Special Rate Adjustment is expressly conditioned, however, on Contractor's demonstrated, objective, and agreed-upon improvements in performance that return service quality to 2018 and 2019 levels ("Service Quality Metric"). The Service Quality Metric is defined as both: (1) In each month of the period January 1 through July 31, Contractor experiences a monthly average of one thousand seven hundred fifty (1,750) or fewer Service Calls from Residential Subscribers; and (2) In each month of the period January 1 through December 31, Contractor experiences a monthly average of one thousand five hundred (1,500) or fewer Service Calls from Subscribers. A "Service Call" is defined as a credible call from a Residential Subscriber (or CCCSWA staff on behalf of the Subscriber) to Contractor regarding a Missed Collection, worry call, curbside on-call collection miss, curbside reuse and cleanup day program collection miss, used motor oil and filter collection miss, holiday tree collection miss, or other on-call or special event service miss. Contractor represents that this definition of Service Call is consistent with the methodology Contractor has employed in preparing its monthly report (unfiltered) from May 2018 through the Effective Date of this Second Amendment. For the remainder of the Term of this Agreement, Contractor shall not modify this methodology without the CCCSWA Executive Director's written approval, which the Executive Director may grant or withhold in their reasonable discretion.

Additionally, CCCSWA reserves the right to audit Contractor's satisfaction of the Service Quality Metric if either (a) CCCSWA and/or its Member Agencies receive twenty (20) or greater credible calls in the aggregate regarding Missed Collections in any month, or (b) Contractor experiences five (5) or greater open routes per week on average in any week. Each weekday, by 10:00am, Contractor will provide CCCSWA a report on any open routes for that day, and any open routes from the previous day that were fully covered by the end of the day. Fully covered means that all carts or bins on the route were serviced by the end of the day. An open route is defined as any route for which a person or a piece of equipment is not dedicated at the start of the day, and that is not thereafter fully covered by the end of the day. Provided that Contractor provides open route information to CCCSWA as required by this Section, CCCSWA shall not assess liquidated damages under Exhibit C, Performance Area No. 4, Item 6.

On or after June 1, 2023, in the event that CCCSWA's Executive Director reasonably believes that the Service Quality Metric may be inadequate to achieve improvements in performance that return service quality to 2018 and 2019 levels, the Parties shall meet and confer to discuss a modification to the Service Quality Metric. The CCCSWA Executive Director, exercising reasonable and good faith discretion, shall make the final determination regarding a modification to the Service Quality Metric in the event that the Parties otherwise cannot agree on the terms for such modification.

The RY10 Special Rate Adjustment is separate from and in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement,

requested by Contractor, and approved by CCCSWA under the terms and conditions of the Agreement for RY10.

The RY10 Special Rate Adjustment is not subject to the four percent (4%) cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement; Contractor's Operating Costs in RY10 shall be calculated and adjusted based on the cost cap, if necessary, under the terms and conditions of the Agreement and the RY10 Special Rate Adjustment shall be applied after such calculation and any cost cap adjustment.

CCCSWA approves the RY10 Special Rate Adjustment as an adjustment to Contractor's Total Cost Before Profit in RY11 and RY12; the amount of the RY10 Special Rate Adjustment in such subsequent RYs: i) shall be annually adjusted by multiplying the amount of the RY10 Special Rate Adjustment by one plus the Annual Percentage Change in the CPI-U; ii) shall be in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement; and iii) shall not be subject to the cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement.

14. Section 8.6.A of the Agreement is amended to add the following new text at the conclusion of the section:

No later than March 1, 2024 and continuing for the remainder of the Term, Contractor shall hire and retain the following full time equivalent positions dedicated to the Service Area to supplement existing staffing: one (1) route supervisor; one (1) operations manager; and one (1) customer care manager (or equivalent level position). In addition, no later than March 1, 2024 and continuing for the remainder of the Term, Contractor shall hire and retain the following full time equivalent positions allocated to the Service Area to supplement existing staffing: five (5) pool drivers; one (1) dispatcher; and four (4) customer service representatives.

Existing staffing is defined by number of personnel or hours presented in Exhibit N. As of the Effective Date of this Second Amendment, Contractor has already hired and retained one (1) dispatcher; five (5) pool drivers; four (4) customer services representatives; and one (1) route supervisors in addition to those listed in Exhibit N.

Notwithstanding the requirement to hire such new positions, no adjustment shall be made to the number of personnel or hours presented in Exhibit N when performing the annual adjustment to Maximum Rates under the Agreement.

15. Section 8.4.A of the Agreement is amended to replace the second sentence in the first paragraph with the following sentence:

Contractor shall have available sufficient back-up vehicles for each type of Collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, complaints, and emergencies; no later than March 1, 2024, such fleet of Collection vehicles shall include rear load rental vehicles capable of servicing hard to service routes, as needed. Rental vehicles may be fueled with

diesel, if Contract can demonstrate to CCCSWA that CNG vehicles are not available.

16. The Agreement is amended to add a new Section 8.6.I as follows:

8.6.I Technician Training

No later than March 1, 2024 and continuing for the remainder of the Term, Contractor shall provide suitable on-going technician training, the primary purpose of which is to secure and retain mechanics with the skills required to improve fleet reliability in the Service Area. Consistent with Section 12.4 of the Agreement, upon request by CCCSWA, Contractor shall collect data and report on key metrics of the training (e.g., number of participants, retention of participants, modifications to the program to improve training quality or participant retention).

Rate Year 11

17. In addition to the adjustments noted in prior sections of this Second Amendment, the CCCSWA approves an adjustment to Contractor's Total Cost Before Profit in the amount of One Million Nine Hundred Eight-Six Thousand Eight Hundred Twenty-Nine and No/100 Dollars (\$1,986,829) effective March 1, 2025 (commencement date of RY11) ("RY11 Special Rate Adjustment").

The RY11 Special Rate Adjustment is expressly conditioned, however, on Contractor's satisfaction of the Service Quality Metric in the Service Quality Measurement Period for RY11.

The RY11 Special Rate Adjustment is separate from and in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement, requested by Contractor, and approved by CCCSWA under the terms and conditions of the Agreement for RY11.

The RY11 Special Rate Adjustment is not subject to the four percent (4%) cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement; Contractor's Operating Costs in RY11 shall be calculated and adjusted based on the cost cap, if necessary, under the terms and conditions of the Agreement and the RY11 Special Rate Adjustment shall be applied after such calculation and any cost cap adjustment.

The RY11 Special Rate Adjustment is a one-time approved adjustment; it is not approved to carry forward into RY12.

Rate Year 12

18. In addition to the adjustments noted in prior sections of this Second Amendment, the CCCSWA approves an adjustment to Contractor's Total Cost Before Profit in the amount of One Million Nine Hundred Eight-Six Thousand Eight Hundred Twenty-Nine and No/100 Dollars (\$1,986,829) multiplied by one plus the Annual Percentage Change in the CPI-U, effective March 1, 2026 (commencement date of RY12) (as adjusted, "RY12 Special Rate Adjustment").

The RY12 Special Rate Adjustment is expressly conditioned, however, on Contractor's satisfaction of the Service Quality Metric in the Service Quality Measurement Period for RY12.

Moreover, in RY12, in the event that Contractor does not satisfy the Service Quality Metrics in the Service Quality Measurement Period for RY12, Contractor's Total Cost Before Profit for RY12 shall be reduced by the amount of the RY12 Special Rate Adjustment.

The RY12 Special Rate Adjustment is separate from and in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement, requested by Contractor, and approved by CCCSWA under the terms and conditions of the Agreement for RY12.

The RY12 Special Rate Adjustment is not subject to the four percent (4%) cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement; Contractor's Operating Costs in RY12 shall be calculated and adjusted based on the cost cap, if necessary, under the terms and conditions of the Agreement and the RY12 Special Rate Adjustment shall be applied after such calculation and any cost cap adjustment.

Depreciation and Interest

19. The Parties agree that under the Agreement in RY1 through RY10, the following are fixed annual amounts: Direct Depreciation is Four Million Thirty-Nine Thousand Three Hundred Twenty Nine and No/100 Dollars (\$4,039,329), Allocated Depreciation and Start-Up Costs are Two Hundred Fifty Two Thousand Four Hundred Forty-Six and No/100 Dollars (\$252,446), and Interest Expense is One Million One Hundred Sixteen Thousand Two Hundred Eight and No/100 Dollars (\$1,116,208). The Parties agree that each of these items shall be Zero Dollars (\$0) in RY11 and RY12.
20. Exhibit D of the Agreement at Section 5.A.7 is amended to add the following new text at the conclusion of the paragraph:

Direction Depreciation shall be Zero Dollars (\$0) in RY11 and RY12.
21. Exhibit D of the Agreement at Section 5.A.9 is amended to delete the final sentence of the paragraph and replace it with the following:

Allocated Depreciation and Start-Up Costs shall be Zero Dollars (\$0) in RY11 and RY12.
22. Exhibit D of the Agreement at Section 5.C.4 is amended to delete the final sentence of the paragraph and replace it with the following:

Interest Expense shall be Zero Dollars (\$0) in RY11 and RY12.
23. In addition to adjustments noted in prior sections of this Second Amendment, the CCCSWA approves an adjustment to Contractor's Total Calculated Costs in the amount of Five Million Four Hundred Seven Thousand Nine Hundred Eighty Three and No/100 Dollars (\$5,407,983) effective March 1, 2025 (commencement date of RY11) and March

1, 2026 (commencement date of RY12) (each, a "Fleet Maintenance Adjustment"). A primary purpose of the Fleet Maintenance Adjustment is to fund increased maintenance costs on the aging Collection fleet as well as replacement for a portion of the Collection fleet that Contractor believes may be unreliable and/or unsafe to continue operating as front-line vehicles in the Service Area.

The Fleet Maintenance Adjustment is in addition to the RY11 Special Rate Adjustment and RY12 Special Rate Adjustment. The Fleet Maintenance Adjustment is in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement, requested by Contractor, and approved by CCCSWA under the terms and conditions of the Agreement for RY11 and/or RY12.

The Fleet Maintenance Adjustment is not subject to the four percent (4%) cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement; Contractor's Operating Costs in RY11 and RY12 shall be calculated and adjusted based on the cost cap, if necessary, under the terms and conditions of the Agreement and the Fleet Maintenance Adjustment shall be applied after such calculation and any cost cap adjustment.

Implementation

24. Upon request by CCCSWA if deemed reasonably necessary to ensure timely completion of Agreement requirements, Contractor shall submit to CCCSWA a written plan for implementation of all or a portion of Contractor's obligations specified in this Second Amendment. Contractor and CCCSWA shall meet and confer to discuss any necessary changes to the plan, following which, Contractor shall submit a revised plan to CCCSWA for approval. Consistent with the Agreement, including Section 11.2, CCCSWA reserves the right to conduct performance reviews to verify the status of Contractor's satisfaction of the obligations specified in this Second Amendment.

Resolution of Disputes

25. Except as specified in Section 5, 13, 17, 18, and 23 above, Contractor shall not be entitled to any additional compensation for performance of its obligations under this Second Amendment. The compensation specified herein shall be the full, entire, and complete compensation due to Contractor pursuant to this Second Amendment to cover Contractor's costs for all labor, equipment, materials and supplies, Facility fees, payments and fees due to CCCSWA, taxes, insurance, bonds, overhead, operations, profit and all other things necessary to perform all the obligations required by this Second Amendment in the manner and at the times prescribed. If Contractor's actual costs for performance of its obligations under this Second Amendment are more than the compensation specified herein, Contractor shall not be compensated for the difference in actual costs and compensation specified herein. If Contractor's actual costs for performance of its obligations under this Second Amendment are less than the compensation specified herein, Contractor shall retain the difference in actual costs and compensation specified herein. Notwithstanding the foregoing, nothing herein is intended to waive Contractor's right to pursue rights or remedies allowed under the Agreement to the extent new facts or circumstances arise, including a Change in Law, that are separate and unrelated to Contractor's obligations under this Second Amendment.

26. This Second Amendment is a full and final settlement of all of Contractor's claims for compensation under Article 10 of the Agreement from the beginning of the Term of the Agreement through the Effective Date of this Second Amendment. Accordingly, Contractor releases and waives, on behalf of itself and its successors and assigns, all such claims from the beginning of the Term of the Agreement through the Effective Date of this Second Amendment.

Continued Applicability of Guaranty

27. As a requirement of the Agreement, and a condition to CCCSWA's entering into the Agreement, Republic Services, Inc., as Guarantor, gave to CCCSWA, as Guarantee, Guarantor's guaranty of Contractor's performance of the Agreement, codified in that certain Corporate Guaranty dated May 9, 2014 ("Guarantee"). The Guarantee expressly contemplates that, among other things, the Agreement may be amended, modified, or waived from time to time; the Guarantor shall have no right to terminate the Guaranty or be released, relieved, exonerated, or discharged from its obligations for any reason whatsoever, including, among other things, as a result of any amendment, modification, or waiver of any provisions of the Agreement or the extension of its Term; and that the Guaranty is not limited to any period of time. Contractor represents and warrants that it has notified Guaranty of this Second Amendment and Contractor's obligations hereunder and, consistent with the Guaranty, Guarantor has confirmed that the Guaranty shall apply to the Agreement as amended by this Second Amendment.


Other Provisions

28. This Second Amendment and all its terms, conditions, and provisions shall be deemed to be part of the Agreement. Except as expressly modified herein, the Agreement remains unchanged and in full force and effect. Should there be conflicts or inconsistencies between this Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail to the extent necessary to resolve such conflicts or inconsistencies.
29. All terms not otherwise defined in this Second Amendment shall have the meaning set out in the Agreement.
30. All recitals in this Second Amendment are accurate and shall constitute an integral part of this Second Amendment.
31. Each Party represents and warrants to the other that the undersigned is duly authorized and has legal capacity to execute and deliver this Second Amendment, and this Second Amendment is a valid and legal agreement binding on the Party and its successors, heirs, administrators, and assigns, and enforceable in accordance with its terms.
32. This Second Amendment may be executed in several counterparts, each one of which shall constitute an original and all collectively shall constitute but one instrument. This Second Amendment may be executed by electronic signature. Each counterpart signature may be delivered by electronic mail transmission. This Second Amendment shall be effective as of the date first written above.

IN WITNESS WHEREOF, CCCSWA and Contractor have executed this Second Amendment as of the day and year first written above.

Central Contra Costa Solid Waste Authority, a Joint Powers Authority

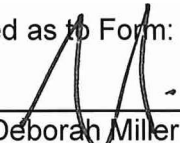
Allied Waste Systems, Inc., a Delaware corporation, dba Allied Waste Services of Contra Costa County and also dba Republic Services of Contra Costa County

By: 

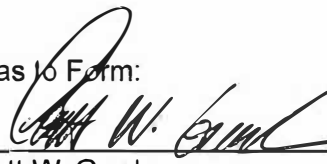
Renata Sos
CCCSWA Board Chairperson

By: 

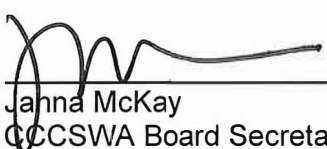
Kevin DiVentzeno
Area President

Approved as to Form:
By: 

Deborah Miller
CCCSWA Legal Counsel

Approved as to Form:
By: 

Scott W. Gordon
Contractor Legal Counsel

Attest:
By: 

Janna McKay
CCCSWA Board Secretary

