

States Department of Labor, Bureau of Labor Statistics. The Contractor shall submit to the City, each April, beginning in April 2009, information in support of an annual adjustment. This information will include changes in the CPI that have occurred during the preceding calendar year. The City Manager or designee shall review the information submitted by Contractor and will refer the proposed adjustment to the City Council for approval, in its reasonable judgment."

SECTION 3. AMENDMENT TO COMPENSATION OF CONTRACTOR

Section 2.4 of the Agreement, Extraordinary Adjustments, is hereby amended, in its entirety, to read as follows:

"There shall be no Contractor entitlement to any Extraordinary Adjustments for Fiscal Years 2011/12 and 2012/13. Thereafter, the Contractor or the City may request an adjustment to the compensation paid to the Contractor at times other than those specified in Section 2.3, based upon unusual changes in the cost of providing service under this agreement. The Contractor may request only one such adjustment during any rate year. Unusual changes may include changes in components of the disposal rate, changes in the disposal site requested by the City, changes in state or local government solid waste fees and charges, and changes in the law. These changes do not include inaccurate estimates by the Contractor of its proposed cost of operations. For each request, the Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable by the City with support for all assumptions made by the Contractor in preparing the estimate. The City shall review the Contractors request and, in the City's reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any."

SECTION 4. AMENDMENT TO TERM OF CONTRACT

Section 3.4 of the Agreement, Term & Extended Term(s), is hereby amended, in its entirety, to read as follows:

"Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from July 1, 2008 (the "Commencement Date") through June 30, 2018. In addition, the City (in the sole and absolute discretion of the City Council, acting at a duly noticed public meeting) shall have the option of extending the term of this Agreement for one (1) addition three (3) year extended term. The City shall exercise this option, if at all, by the City Council directing the City Manager, or designees, to give written notice to Contractor of the City Council's decision to further extend the term of this Agreement not less than thirty (30) calendar days prior to the expiration of