

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
REVEL ENVIRONMENTAL MANUFACTURING, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Revel Environmental Manufacturing, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and Revel Environmental Manufacturing, Inc., dated November 23, 2020 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide maintenance, data collection, and reporting services for installed full trash capture devices, and the Parties now wish to amend the Agreement to (1) extend the term of the agreement an additional five years through June 30, 2030, and (2) increase compensation by \$1,105,267 for a revised not-to-exceed maximum compensation of \$1,701,335, subject to the appropriation of funds.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement as Amended, entitled "TERM OF AGREEMENT" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on November 23, 2020 and terminate on June 30, 2030.

- 2. Exhibit B of the Agreement, entitled "SCHEDULE OF FEES," is hereby amended to read as shown in First Revised Exhibit B, attached and incorporated into this Amendment No. 2.

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JÖVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

REVEL ENVIRONMENTAL MANUFACTURING, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Marcel Sloane

Title: Regional Manager

Principal Place of Business Address: 960-B Detroit Avenue
Concord, CA 94518

Email Address: marcel@remfilters.com

Telephone: (925) 676-4736

Fax: (925) 676-8676

“CONTRACTOR”

**FIRST REVISED EXHIBIT B
SCHEDULE OF FEES**

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

Term	Unit Price	# of Devices	Number of Service Times Per Year	Total Cost
Original Agreement Maximum Compensation Not-to-Exceed (11/23/2020 - 06/30/2025, Years 1-5)				\$596,068
Year 6 of 10 07/01/2025 - 06/30/2026	\$ 73.06	1,439	2	\$210,267
Year 7 of 10 07/01/2026 - 06/30/2027	\$ 74.89	1,439	2	\$215,533
Year 8 of 10 07/01/2027 - 06/30/2028	\$ 76.76	1,439	2	\$220,915
Year 9 of 10 07/01/2028 - 06/30/2029	\$ 78.68	1,439	2	\$226,441
Year 10 of 10 07/01/2029 - 06/30/2030	\$ 80.65	1,439	2	\$232,111
Total for Years 6-10				\$ 1,105,267
TOTAL REVISED MAXIMUM COMPENSATION NOT-TO-EXCEED				\$ 1,701,335

In no event shall the amount billed to City by Contractor for services under this Agreement exceed **One Million Seven Hundred One Thousand Three Hundred Thirty-Five Dollars (1,701,335)**, subject to budget appropriations.