

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RECOLOGY SOUTH BAY, DBA RECOLOGY SANTA CLARA**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Recology South Bay, dba Recology Santa Clara 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 "Exclusive Franchise Agreement for Collection and Handling of Recyclables Between the City of Santa Clara and Los Altos Garbage Company", dated September 20, 2008 (the "Original Agreement");
- B. The Original Agreement was previously amended by Amendment No. 1, dated October 20, 2009 to change the corporate name to Recology South Bay, dba Recology Santa Clara, and is again amended by this Amendment No. 2. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor provide residential single-stream recycling collection services, and the Parties now wish to amend the Original Agreement as Amended to change the agreement termination date from January 10, 2020 to December 31, 2021 and the monthly tariff from \$2.98 to \$4.34 per unit effective February 1, 2019.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That paragraph number 1 of Section 4c of the Original Agreement as Amended is hereby amended to read as follows:

“CONTRACTOR shall end responsibility for collection and processing of Recyclable Materials, as described in this Agreement, as of Friday, December 31, 2021, unless agreed upon otherwise in writing with CITY.”

That paragraph number 1 of Exhibit A, “Schedule of Tariffs” of the Original Agreement as Amended is hereby amended to read as follows:

“1. CITY shall pay CONTRACTOR, pursuant to Section 7.b of this Agreement, an amount equal to \$4.34 per month for each occupied Single-Family residence, Townhouse residence, and subscribing Multi-Family residence served by CONTRACTOR, effective February 1, 2019.”

2. TERMS

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 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: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

RECOLOGY SOUTH BAY
a California corporation
doing business as RECOLOGY SANTA CLARA

Dated: _____

By (Signature): _____

Name: John Zirelli

Title: General Manager

Principal Place of Business Address: 1675 Rogers Avenue
San Jose, CA 95112

Email Address: jzirelli@recology.com

Telephone: (408) 588-7224

Fax: (408) 588-1102

"CONTRACTOR"