

FIRST AMENDMENT TO SOLID WASTE COLLECTION SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA ROSA AND RECOLOGY SONOMA MARIN, DBA
RECOLOGY SANTA ROSA

This First Amendment to the Solid Waste Collection Services Agreement (this "Amendment") is made and entered into this 19th day of December, 2017 (the "Effective Date"), by and between Recology Sonoma Marin d/b/a Recology Santa Rosa, a California corporation ("Contractor"), and the City of Santa Rosa, a municipal corporation ("City").

RECITALS

A. City and Contractor are parties to that certain Solid Waste Collection Services Agreement dated August 29, 2017 (the "Agreement").

B. City and Contractor wish to amend the Agreement to provide for a low-income discount program under the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement is hereby amended to add a new Section 4.01.6 which shall read in its entirety as follows:

"4.01.6 Low Income Discount Program.

4.01.6.1 Program. Contractor shall provide a fifteen percent (15%) discount off SFD Service Recipient Rates to qualified SFD Service Recipients ("Discount"), commencing on January 1, 2018. To qualify, the Service Recipient must: (a) live in a SFD Service Unit that is billed separately (not combined with any other Dwelling Unit); and, (b) provide Contractor with a copy of the Service Recipient's PG&E bill (or other suitable documentation of a type approved in advance by City) verifying that the Service Recipient is enrolled in PG&E's CARE Program. Participating Service Recipients shall be required by Contractor to promptly notify it if they are no longer enrolled in the CARE Program. Contractor shall require participating Service Recipients to reconfirm their eligibility for the Discount by submitting their most recent PG&E bill to Contractor annually, so that they receive no more than twelve (12) months of discounted rates between each eligibility determination (except for the retroactively-applied Discount referred to in the next sentence). Contractor shall begin applying the Discount to Service Recipient invoices issued after the Service Recipient qualifies, provided, however, that qualifying Service Recipients who submit applications on or before February 28, 2018 shall have the Discount applied retroactively to charges for services provided on or after January 1, 2018.

4.01.6.2 Program Funding. The Discount shall be funded by City through a dollar-for-dollar reduction in the Franchise Fee. Thus, notwithstanding Section 4.06.1, Contractor shall be entitled to offset the dollar amount of the Discounts pursuant to this Section 4.01.6 against the amount of the Franchise Fee that would otherwise be payable pursuant to Section 4.06.1. To the extent possible, Contractor shall apply such offsets on a monthly basis, reducing the dollar amount of the monthly Franchise Fee payment by the dollar amount of the Discounts provided on Service Recipient invoices issued in the previous month. Contractor shall report to City the amount of such offsets on a monthly basis, at the time Contractor submits the Franchise Fee payment. Contractor shall also include in its annual report a summary of the number of Service Recipients receiving the Discount each month, their service levels, and the total monthly dollar amount of the Discount.”

2. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. This Amendment may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AMENDMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS AMENDMENT, AND THE PERSON SIGNING THIS AMENDMENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AMENDMENT.

[Signature page follows]

Executed as of the day and year first above stated.

City of Santa Rosa,
a municipal corporation

Recology Sonoma Marin,
a California corporation

By: _____

By: _____

Name: _____

Name: Michael J. Sangiacomo

Title: _____

Title: President & CEO

Approved as to form:

Office of City Attorney

Attest:

City Clerk