

AMENDMENT TO FRANCHISE AGREEMENT

BETWEEN

CITY OF RICHMOND and

RICHMOND SANITARY SERVICE, INC.

This Amendment to the Franchise Agreement is entered into effective December 17, 2019, by and between the City of Richmond, a municipal corporation (“City”), and Richmond Sanitary Service, Inc., a California corporation (“RSS” or “Contractor”).

RECITALS

WHEREAS, the City and RSS entered into an exclusive franchise agreement entitled “Franchise Agreement Between City of Richmond and Richmond Sanitary Service, Inc. effective July 1, 1986 (“Franchise Agreement”); and

WHEREAS, the Franchise Agreement was previously amended on September 6, 1991; January 20, 1994; March 16, 1999; February 6, 2003; June 22, 2004; and August 1, 2014 (hereinafter collectively referred to with the July 1, 1986 agreement as the “Franchise Agreement”); and

WHEREAS, all of the terms, conditions, rights and obligations of the parties under the Franchise Agreement shall remain in full force and effect and shall not be changed in any manner except as expressly set forth in this Amendment to the Franchise Agreement; and

WHEREAS, Article IX, section 7 of the Constitution of the State of California empowers the City to make and enforce within its limits all sanitary and other ordinances and regulations not in conflict with general laws for the management of solid waste generated within the City; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste management within their jurisdiction.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

AMENDMENT TO FRANCHISE AGREEMENT

In consideration of the above and the promises and other provisions in this Amendment, the Parties agree to amend the Franchise Agreement as follows effective January 1, 2020.

1. Franchise Fees. Article VIII, section 8.1 of the Franchise Agreement is deleted in its entirety and replaced with the following:

“Franchise Fee. Beginning July 1, 1990, RSS shall pay to City for said privilege hereby granted a percentage of the gross annual revenues derived from its collection operations under this Franchise Agreement. Effective January 1, 2020, or on the first day of the month following adoption and execution of this Amendment, whichever is later, RSS shall pay to City for said privilege Seventeen and One-half Percent (17.5%) of the Gross Revenues derived from its collection operations under this Franchise Agreement, based upon audited revenue statements submitted annually to the City. The payment shall be made on a monthly basis, with annual adjustments if necessary based on review of the audited revenue statement. As used herein, the term “Gross Revenues” means revenues from refuse and recycling collection services provided to residents and businesses within the City, exclusive of governmental taxes, fees and surcharges applicable to such Gross Revenues.”

2. All Other Terms and Conditions Remain in Full Force and Effect. All other remaining terms of the Franchise Agreement shall remain in full force and effect.

3. No Other Agreements. There are no other Franchise Agreement Amendments or other RSS or City agreements or conditions as a prerequisite to approval of this Amendment.

IN WITNESS WHEREOF, the parties hereto executed this First Amendment to be effective as of the date first written above.

“CITY”

City of Richmond,
a California municipal corporation



Tom Butt
Mayor
City of Richmond

“RSS”

Richmond Sanitary Service, Inc.,
a California corporation



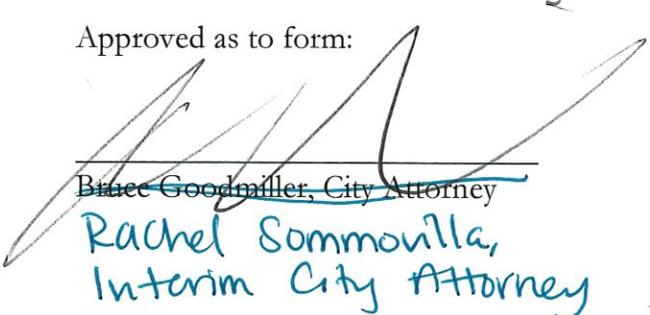
MICHAEL A. CAPRIO
Area President
Richmond Sanitary Service, Inc.

ATTEST:



Pamela Christian, City Clerk

Approved as to form:



~~Bruce Goodmiller, City Attorney~~

Rachel Sommonilla,
Interim City Attorney

Scott W. Gordon, Counsel for RSS

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Mayor
City of Richmond

ATTEST:

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“RSS”

Richmond Sanitary Service, Inc.,
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MICHAEL A. CAPRIO
Area President
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Scott W. Gordon, Counsel for RSS

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Scott W. Gordon, Counsel for RSS