

AMENDMENT TO COLLECTION SERVICES FRANCHISE AGREEMENT

This Amendment to Franchise Agreement (this "Amendment") is made and entered into as of April 19, 2022 between the City of Yuba City, a California municipal corporation ("City"), and Recology Yuba-Sutter, a California corporation ("Contractor").

WHEREAS, City and Contractor are parties to a Collection Services Franchise Agreement dated August 20, 2019 (the "Franchise Agreement"), having an initial term running from October 1, 2019 to September 30, 2029;

WHEREAS, the parties wish to extend the term of and amend the Franchise Agreement to increase efficiency and align the contract more closely with those of other Regional Waste Management Authority ("RWMA") members;

NOW, THEREFORE, the parties agree as follows:

1. Effective Date. The amendments set forth in this Amendment shall take effect as of May 1, 2022.

2. Definitions.

a. The third sentence of the definition of "Bulky Items" is hereby amended to read as follows:

"The maximum weight and dimensions of Bulky Items shall be as directed by CONTRACTOR but shall not be less than two (2) cubic yards per Collection."

b. The following definitions are hereby added to Article 1 of the Agreement:

"Member Agency(ies).

'Member Agency(ies)' means the CITY and any other City or County in the Regional Waste Management Authority (RWMA), a joint powers authority.

RWMA Service Area.

'RWMA Service Area' means the combined legal corporate limits of the CITY and any other City or County that is a member of the RWMA."

3. Term of Agreement. Article 3 of the Agreement is hereby amended to read as follows:

"3.1 INITIAL TERM

The Term of this Agreement shall be for a nine (9) year period beginning October 1, 2019 and terminating on September 30, 2028.

3.2 EXTENSION OF INITIAL TERM

On or before July 1, 2026 the City Council may approve an offer to the CONTRACTOR in writing for a five (5) year extension of this Agreement for the period October 1, 2028 through September 30, 2033. Provision of such offer shall be at the sole discretion of the CITY Council. CONTRACTOR shall provide written notice to CITY as to whether CONTRACTOR accepts or rejects CITY'S offer within twenty (20) Residential Service

Work Days of the date of the offer. If CONTRACTOR fails to provide such notice to CITY within said twenty (20) Residential Service Work Days, CITY'S offer shall be deemed withdrawn and CITY shall have no obligation to extend the Term of this Agreement beyond September 30, 2028. If the Term of this Agreement is extended, the Maximum Service Rate provisions of Article 10 shall not be subject to negotiation. However, Maximum Service Rates shall be adjusted annually throughout the extended Term as provided in Article 10.

3.3 EXTENSION OF SECOND TERM

On or before July 1, 2031, the City Council may approve an offer to the CONTRACTOR in writing for a second five (5) year extension of this Agreement for the period October 1, 2033 through September 30, 2038. Provision of such offer shall be at the sole discretion of the CITY Council. CONTRACTOR shall provide written notice to CITY as to whether CONTRACTOR accepts or rejects CITY'S offer within twenty (20) Residential Service Work Days of the date of the offer. If CONTRACTOR fails to provide such notice to CITY within said twenty (20) Residential Service Work Days, CITY'S offer shall be deemed withdrawn and CITY shall have no obligation to extend the Term of this Agreement beyond September 30, 2033. If the Term of this Agreement is extended, the Maximum Service Rate provisions of Article 10 shall not be subject to negotiation. However, Maximum Service Rates shall be adjusted annually throughout the extended Term as provided in Article 10.

3.4 EXTENSION OF THIRD TERM

On or before July 1, 2036, the City Council may approve an offer to the CONTRACTOR in writing for a five (5) year extension of this Agreement for the period October 1, 2038 through September 30, 2043. Provision of such offer shall be at the sole discretion of the City Council. CONTRACTOR shall provide written notice to the CITY as to whether CONTRACTOR accepts or rejects the extension offer within twenty (20) Residential Service Work Days of the date of the offer. If CONTRACTOR fails to provide such notice to the CITY within said twenty (20) Residential Service Work Days, the extension offer shall be deemed withdrawn and CITY shall have no obligation to extend the Term of this Agreement beyond September 30, 2038. If the Term of this Agreement is extended, the CONTRACTOR Compensation and Maximum Service Rate provisions of Article 10 shall not be subject to negotiation. However, Maximum Service Rates shall be adjusted annually throughout the extended Term as provided in Article 10.

3.5 OTHER PROVISIONS

The CITY may, at the end of the initial Term or optional extended Terms, as appropriate and at the sole discretion of the CITY Council, either renegotiate the terms and conditions of the Agreement with the current CONTRACTOR or request proposals from qualified contractors to provide Collection Services.”

4. SFD and MFD Organic Materials Collection. All references to “Green Waste” in Sections 1.104, 5.6., 5.7, 7.10.A., 7.10.E., 7.10.H, 7.15, and 8.2 shall be replaced with “Organic Materials”.
5. Limitations to the Scope of Exclusive Agreement. Section 4.2.A. of the Agreement is hereby amended to read as follows:

“A. Recyclable Materials, Organic Materials, or Bulky Items. Recyclable Materials, Organic Materials, or Bulky Items that are Source Separated from Solid Waste by a Service Recipient for which the waste Generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the waste Generator.”

6. Use of Approved Facilities. Section 5.2 of the Agreement is hereby amended to read as follows:

“5.2 USE OF APPROVED FACILITIES

The CONTRACTOR, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities for the purposes of Processing and/or Disposing of all Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, C&D Debris and other materials Collected in the CITY. Such decision by CONTRACTOR in no way constitutes a restraint of trade. If the Contractor or Affiliate owns and/or operates Approved Facility(ies), all expenses associated with permitting, licensing, regulatory compliance, closure and post-closure, etc. and all other costs associated with the operation and ownership of the Approved Facility(ies) is the sole responsibility of the CONTRACTOR, except as provided in Section 10.5. CONTRACTOR agrees and acknowledges that all closure and post closure costs associated with the Recology Yuba Sutter landfill at Marysville are the sole responsibility of CONTRACTOR or its Affiliate.”

7. Responsibility for Materials. Section 5.4 of the Agreement is hereby amended to read as follows:

“5.4 RESPONSIBILITY FOR MATERIALS

Once Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D Debris are placed in the CONTRACTOR'S Containers, unless Contractor does not require the material to be placed in a Container, and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to CONTRACTOR, with the exception of Exempt Waste if the CONTRACTOR can identify the Generator. Once Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D Debris are deposited by CONTRACTOR at the appropriate Approved Facility, such materials shall become the responsibility of the owner or operator of the Approved Facility with the exception of Exempt Waste. Responsibility for Exempt Waste that has been inadvertently Collected by the CONTRACTOR shall remain with the CONTRACTOR if it cannot identify the Generator, and CONTRACTOR shall assume all responsibility for its proper Disposal.”

8. SFD Solid Waste Service Overage. The following is added immediately following the first sentence of Section 5.6.A. of the Agreement:

9. “CONTRACTOR shall Collect Solid Waste from SFD Service Units who have contacted the CONTRACTOR’s office in advance of the Collection Day and arranged for Collection of additional thirty-two (32) gallon bags of Solid Waste. CONTRACTOR shall be entitled to charge for such service a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit 1.” Bulky Item Collection Service. Section 5.6.F.2 of the Agreement is hereby amended to read as follows:

“Free Bulky Item Collection Service. Beginning October 1, 2022 and annually thereafter during the Term of this Agreement, CONTRACTOR shall allow each SFD Customer four (4) free Bulky Item Collection Services.”

10. Household Hazardous Waste Collection.

- a. The first sentence of Section 5.8.H of the Agreement is hereby amended to read as follows:

“CONTRACTOR shall provide a Universal Waste drop-off service for Commercial Units at the Marysville transfer station.”

- b. Section 5.12.F of the Agreement is hereby amended to read as follows:

“**F. Public Drop-Off Services.** CONTRACTOR shall provide sites at the Approved Transfer Station where CITY residents may drop-off used oil and used oil filters, CEW, other U-Waste, fluorescent light tubes and bulbs, and Home Generated Sharps at no charge to the resident or the CITY.”

11. Recycling Coordinator. Section 5.12.A. of the Agreement is hereby amended to read as follows:

“**A. Recycling Coordinator.** CONTRACTOR shall provide two full-time Recycling Coordinators whose time is shared proportionately among the Member Agencies during the Term of the Agreement and whose function during designated hours shall be to serve as liaisons to the Member Agencies and provide services related to the Collection Service Agreement, including but not limited to, public education and outreach. CONTRACTOR will hire and train at least one Recycling Coordinator prior to the commencement of the Recycling Campaign described in Section 5.11 D.2, to ensure readiness to assist with waste assessments and outreach efforts.”

12. Biosolids Rate. Section 5.11.(c)(i) of the Agreement is hereby amended to read as follows:

“(i) The Disposal Rate shall be \$38.00 as of October 1, 2019, \$51.00 as of October 1, 2020, \$61.00 as of October 1, 2021, and \$63.00 as of October 1, 2022. On October 1, 2023 and each October 1 thereafter, the Disposal Rate shall be adjusted by the annual percentage change in the WST Index, calculated as provided in (iii) below.”

13. SB 1383 Outreach. Sections 5.12.D.1.(ii), 8.9.A.4., and 8.10 of the Agreement shall be amended by substituting the phrase “AB 341, AB 1826, and SB 1383” for all references to “AB 341 and AB 1826” or “AB 341, AB 1826”.

14. Residential Sharps Drop-Off Program. Section 5.12.G of the Agreement is hereby amended to read as follows:

“**G. Residential Sharps Drop-Off Program.** CONTRACTOR shall provide a Residential sharps drop-off program for the Collection of Home-Generated Sharps. CONTRACTOR shall be responsible to ensure the Home-Generated Sharps drop-off program complies with all Applicable Laws and regulations. The Residential sharps drop-off program at a minimum will allow for SFD and MFD Customers to purchase specialized sharps containers and return filled sharps

containers for proper Disposal to participating pharmacies or the Recology Customer service office in Marysville. Details of the program including a list of participating pharmacies shall be provided through the CONTRACTOR's website."

15. Emergency Action Plan. Section 5.12.J of the Agreement is hereby amended to read as follows:

"J. Emergency Action Plan. Prior to October 1, 2022, CONTRACTOR shall work with the Contract Administrator to prepare an Emergency Action Plan for Disaster Preparedness (Emergency Action Plan) in a form and format that is satisfactory to the Contract Administrator. The Emergency Action Plan shall provide a framework for CONTRACTOR to continue Collection Services within the Service Area after a catastrophic event, and to facilitate collaborative efforts with the CITY that mitigate the threat to the health, safety and welfare of CITY residents. CONTRACTOR shall work with the Contract Administrator to update the Emergency Action Plan no fewer than two (2) times during the Term of this Agreement to ensure that the Emergency Action Plan is at all times current and actionable.

1. Emergency Service Compensation. CONTRACTOR shall provide emergency services in accordance with the Emergency Action Plan in the event of major accidents, disruptions, or natural calamities. Emergency services that exceed the scope of work under this Agreement, and that are not compensated by charges to Customers (in accordance with the Maximum Service Rates provided in Exhibit 1 will be billed by CONTRACTOR to CITY in accordance with the Maximum Service Rates in Exhibit 1, and may either be paid by CITY or treated as a CITY-directed change as set forth in Section 5.5 of this Agreement."

16. Changes in Recyclables Market Conditions. A new Section 6.5.B is hereby added to the Agreement directly following Section 6.5.A:

"B. Marketing

1. General. The CONTRACTOR shall be responsible for marketing Recyclable Materials Collected in the CITY. CONTRACTOR's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local, regional, and domestic markets for Recyclable Materials.

2. Changes in Market Conditions.

a. Changing Conditions. The CITY and CONTRACTOR acknowledge that the ability to market various types of Recyclable Materials Collected in the CITY may change over the Term of the Agreement. It is possible that markets currently available for some Recyclable Materials will not be available in the future. Conversely, for materials in which markets currently do not exist, markets may emerge in the future.

- b. Limited Term Market Fluctuations.** The CITY and CONTRACTOR acknowledge that markets for various types of Recyclable Materials fluctuate and may render a material defined as Recyclable Material temporarily unmarketable. The CITY and CONTRACTOR agree that markets for materials Collected under this Agreement may temporarily emerge or be disrupted and these fluctuations of limited duration may not warrant a change to the definition of Recyclable Materials under this Agreement or notification to Customers. CONTRACTOR shall make reasonable commercial efforts to Divert Recyclable Materials Collected and Processed during limited term market fluctuations while CITY and CONTRACTOR are assessing the need to submit a written request for an item or type of material to be removed from or added to the definition of Recyclable Materials. In the event CONTRACTOR is unable to Divert specific Recyclable Materials due to limited term market fluctuations, such materials may be Disposed for a specific time period if agreed upon between CITY and CONTRACTOR.
- c. Non-Existent Market(s).** If CONTRACTOR determines that it can no longer secure market(s) for one (1) or more materials included in the definition of Recyclable Materials, CONTRACTOR may submit a written request to the CITY to have the material removed from the definition of Recyclable Materials. In such case, CONTRACTOR's request shall demonstrate its attempt(s) at identifying and securing market(s) for the materials; information on the market conditions from relevant industry sources supporting the lack of market(s); an estimated timeframe for the market conditions; an estimate of the impact on the tons of Recyclable Materials Diverted annually; and a plan for notifying Customers of the elimination of the material type from the list of acceptable Recyclable Materials for Collection. The Contract Administrator will review CONTRACTOR's request and provide a response within sixty (60) Days of receipt of the request. If the CITY is willing to consider temporary or permanent removal of a material type from the definition of Recyclable Materials, the CITY and CONTRACTOR shall meet and confer to negotiate the proposed revisions and shall amend this Agreement, if appropriate, to reflect mutually agreed-upon changes. If the CITY agrees that the material shall no longer be listed in the Recyclable Materials definition, CONTRACTOR shall not be obligated to Collect the material as a Recyclable Material, may Dispose of such material and shall incur any and all costs associated with the Disposal of these materials and with educating Customers of the change and costs associated with Collection, transfer, Transportation, Processing and Disposal of such materials to the extent Customers continue to include the material in their Recyclable Materials Containers. Notwithstanding the above CONTRACTOR may continue to use the Recyclable Materials Cart to Collect material that has been removed from the Recyclable Materials definition at their discretion.
- d. Emerging Market(s).** If CONTRACTOR or the CITY identify that a new market is available for a material that is not included in the definition of

Recyclable Materials, either Party may request that the list of Recyclable Materials be amended to include the material. Such a change would expand CONTRACTOR's obligations to Collect, transfer, transport, Process and market such material. In such case, the CITY and CONTRACTOR shall meet and confer to negotiate the proposed revisions and shall amend this Agreement, as appropriate, to reflect mutually agreed-upon changes in scope."

17. Calculation of Diversion Rate. City and Contractor desire to amend the Agreement to provide that the annual diversion rate shall be calculated on an aggregate basis for all RWMA members. Effective upon the execution of written agreements between Contractor and each other RWMA member that is not a party to this Amendment that authorize the desired amendment to the diversion rate calculation, Section 6.7 of the Agreement shall be amended to read as follows:

"6.7 Minimum Diversion Requirements.

The CITY requires the CONTRACTOR to use its best efforts to achieve a minimum annual diversion rate of thirty percent (30%), or such other amount as may be set by request of the CITY in accordance with the provisions of Article 5.5 of this Agreement, during each Agreement Year beginning October 1, 2018. The annual diversion rate will be calculated as "the tons of materials Collected by CONTRACTOR from the provision of Collection Services in the RWMA Service Area under the terms of this Agreement and each other collection services agreement between Contractor and the other RWMA Member Agencies, that are shipped to the Materials Recovery Facility, the Organic Materials Processing Facility, or other recycler or re-user, net of any Residue amounts, divided by the total tons of materials Collected by CONTRACTOR from the provision of Collection Services in the RWMA Service Area under the terms of this Agreement and each other collection services agreement between CONTRACTOR and the other RWMA Member Agencies in each Agreement Year." As of January 1, 2020, the use of green material as ADC does not constitute diversion through Recycling and shall be considered disposal pursuant to PRC Section 41781.3. (2)(A).

In the event CONTRACTOR is authorized by CITY to Dispose of any Recyclable Materials (or to remove any Recyclable Material from the definition of Recyclable Materials) under the terms of Sections 6.5.B.2. of this Agreement, the estimated tons of Recyclable Material Disposed or not Collected by virtue of being removed from the definition of Recyclable Material) shall be counted as if they were Diverted in the formula used to calculate the Diversion rate for that Agreement Year. CONTRACTOR shall prepare and provide to CITY this estimate based on the tons of the specific Recyclable Material Collected by CONTRACTOR from the provision of Collection Services in the RWMA Service Area under the terms of this Agreement that was shipped to the Materials Recovery Facility, the Organic Materials Processing Facility, or other recycler or re-user, net of any Residue in the twelve (12) months preceding the month in which the CITY authorized the removal of the material from the definition of Recyclable Materials. CITY shall review the estimate, the information used to prepare it, and such other information, including material allocation calculations and methodologies, if

necessary, as CITY may require to complete its review. The final estimate shall be agreed upon between CITY and CONTRACTOR based on the review.”

18. Contractor Office. The first sentence of Section 7.2 is hereby amended to read as follows:

“The CONTRACTOR shall maintain a publicly accessible office located within the RWMA Service Area that provides telephone access to residents and businesses of the CITY and shall be open during normal business hours, which are currently 8:30 a.m. to 4:30 p.m., Monday through Friday, except for Holidays.”

19. Non-Disclosure. Section 8.4 of the Agreement is hereby amended to read as follows:

“8.4 NON-DISCLOSURE

CONTRACTOR will not disclose to any Person other than the CITY or RWMA any information identifying an individual Customer, the composition or contents of a Customer's Discarded Material, or a Customer's trade secrets unless upon the authority of a law or order validly issued by a court of administrative tribunal of competent jurisdiction, or pursuant to written authorization of the Customer.”

20. Billing and Service Level Audit. The following Section 8.12 is hereby added to the Agreement immediately following Section 8.11:

“ 8.12 BILLING AND SERVICE LEVEL AUDIT

In addition to any other auditing activities required by this Agreement, CONTRACTOR shall perform a comprehensive audit of all Collection routes in the Service Area as of October 1, 2022 and every twenty-four (24) months thereafter, and submit to the CITY a written report on the results of that audit, no later than the March 31 of the subsequent year. The purpose of such audit shall be to ensure that each Customer is receiving the service for which the Customer is being billed. If the CITY requests, CONTRACTOR shall cooperate fully with the CITY to allow the CITY to verify the accuracy of CONTRACTOR's billing and Service Level audit report. “

21. Franchise and RWMA Surcharge Fees.

a. Section 9.1 of the Agreement is hereby amended to read as follows:

“9.1 FRANCHISE FEE

The exclusive franchise granted to CONTRACTOR by this Agreement is a special privilege to use public streets and rights-of-way to provide Collection Services within the municipal limits of the City of Yuba City. In consideration of the grant of such exclusive franchise, CONTRACTOR shall pay CITY a franchise fee. The franchise fee shall be a percentage of CONTRACTOR'S Gross Billings billed each month under the terms of this Agreement, net of RWMA surcharge fees. For purposes of calculating franchise fees, Gross Billings shall specifically include revenue billed by the CONTRACTOR for the provision of Collection Services by the CONTRACTOR. However, revenue received by the CONTRACTOR from the sale of recyclable materials and from related California Redemption Value (CRV) payments shall not be considered as Gross Billings for purpose of the calculation

of franchise fees. The franchise fee percentage shall be ten percent (10 %) unless otherwise adjusted by the CITY. The CITY and CONTRACTOR believe that the franchise fee bears a reasonable relationship to the value of the exclusive franchise granted to CONTRACTOR by this Agreement, taking into account the scope of the franchise, the geographic size of the City of Yuba City, and the number of rate payers within the municipal limits of the City of Yuba City.”

- b. Section 9.5 of the Agreement is hereby amended to read as follows:

“ 9.5 RWMA SURCHARGE FEE

During the Term of this Agreement, CONTRACTOR shall pay RWMA a RWMA surcharge fee to fund the programs and activities of the RWMA as authorized in the Joint Powers Agreement as it may be amended from time to time. These programs and activities currently include the funding, operation and/or maintenance of the Household Hazardous Waste facility in Yuba City; the Yuba-Sutter Local Enforcement Agency; rate reviews; special projects; and, RWMA administration. CITY shall provide CONTRACTOR with any change to the RWMA surcharge fee no later than thirty (30) Days prior to the date that the annual rate adjustment application is due. In the event that the CITY adjusts the RWMA surcharge fee, CONTRACTOR may adjust the Maximum Service Rates subject to approval by CITY of CONTRACTOR’s calculation of the adjustment amount, to incorporate any such changes in the surcharge fee prior to the time that the new surcharge fee becomes effective.

- A. Payment of RWMA Surcharge Fee.** CONTRACTOR shall make payment to the RWMA of the RWMA surcharge fee. Payment to the RWMA shall be due on the twentieth (20th) Day of each month with respect to surcharge fees billed by CONTRACTOR in the preceding month. Each payment shall be accompanied by an accounting that sets forth the amount of RWMA surcharge fees attributable to each Service Area for the preceding month. No acceptance by the RWMA of any payment shall be construed as an accord that the amount is the correct amount, nor shall such acceptance of payment be construed as a release of any claim the RWMA may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement.”

22. Annual Maximum Service Rate Adjustments.

- a. Pursuant to Section 10.4 of the Agreement, Contractor is eligible to carry forward the unused CPI increase of 0.81% that was reflected in the rate adjustment application submitted by Contractor to City on or about May 31, 2021. Contractor hereby waives their right to carry forward this unused 0.81% CPI increase. For the avoidance of doubt, Contractor does not waive its right to carry forward any other unused CPI increases that it is currently or will be entitled to for future rate years.
- b. Section 10.3 (Schedule of Future Adjustments) of the Agreement is hereby deleted.
- c. Section 10.4 of the Agreement is hereby amended to read as follows:

"10.4 ANNUAL RATE ADJUSTMENTS

Annual Adjustments. Beginning with the Agreement Year starting October 1, 2022 and ending on September 30, 2023 and for all subsequent Agreement Years the base element of the Maximum Service Rates shown in Exhibit 1 shall be adjusted by the percentage change in the Consumer Price Index, All Urban Consumers, All Items, San Francisco-Oakland-Hayward, Series ID: CUURS49BSA0, published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"), subject to the annual cap and the carry-forward mechanism described in Exhibit 1-A. The annual rate adjustment process and the methodology for calculating the annual adjustment shall be as set forth in Exhibit 1-A. The CONTRACTOR shall submit the rate application required by Exhibit 1-A electronically in a format approved by the CITY to the Contract Administrator on or before June 1, 2022 and June 1 of each succeeding Agreement Year.

The annual rate adjustment process shall be as set forth in Exhibit 1-A."

23. Extraordinary Rate Adjustments. The third paragraph of Section 10.5 of the Agreement is hereby amended by deleting the word "Participating".
24. CalRecycle Indemnification. Section 11.1.B of the Agreement is hereby amended by substituting the phrase "AB 939, AB 341, AB 1826, and/or SB 1383" for each reference to "AB 939, AB 341 and/or AB 1826".
25. Maximum Service Rates. Exhibit 1 to the Agreement is hereby amended and replaced with Exhibit 1 to this Amendment.
26. Maximum Service Rate Adjustments. Exhibit 1-A (Maximum Service Rate Adjustments) is hereby added as Exhibit 1-A to the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF YUBA CITY

RECOLOGY YUBA-SUTTER



Dave Shaw, Mayor 6/6/2022
Date


Salvatore M. Coniglio, Chief Executive Officer 5/31/22
Date

The foregoing Agreement has been reviewed and approval is recommended:

Resolution No. 22-051 Approved by City Council: April 19, 2022

APPROVED AS TO FORM:


Shannon L. Chaffin
City Attorney, City of Yuba City

6/7/2022
Date

RESOLUTION NO. 22-051

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE 2019
COLLECTION SERVICES FRANCHISE AGREEMENT WITH RECOLOGY YUBA-SUTTER,
SUBJECT TO IMMATERIAL MODIFICATIONS BY THE CITY MANAGER UPON APPROVAL
OF THE CITY ATTORNEY AS TO LEGAL FORM**

WHEREAS, on October 18, 2018, City Council approved a new Collection Services Franchise Agreement (Agreement) with Recology Yuba-Sutter (Recology); and,

WHEREAS, on August 20, 2019, City Council approved Amendment No. 1 to the Agreement; and

WHEREAS, on February 4, 2020, City Council received an informational report regarding Senate Bill 1383 (SB 1383) Compliance Planning; and

WHEREAS, the informational report noted that in order to achieve compliance with SB 1383, the City will need to negotiate an amendment to its existing Agreement with Recology to expand food waste collection service to its residential customers; and

WHEREAS, City staff identified other items that they desired to be re-negotiated and Recology identified items that they would like renegotiated; and

WHEREAS, Amendment No. 2 to the Agreement has been prepared to memorialize the requested modifications to the Agreement; and

WHEREAS, from time to time, Amendment No. 2 may require immaterial modifications to facilitate implementation of the Amendment.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Yuba City does hereby authorize the Mayor to execute a second amendment to the 2019 Collection Services Franchise Agreement with Recology Yuba-Sutter, subject to immaterial modifications by the City Manager upon approval of the City Attorney as to legal form.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of April, 2022.

AYES: Councilmembers Boomgaarden, Harris, Kirchner and Mayor Shaw

NOES: None

ABSENT: Councilmember Espindola



Dave Shaw, Mayor

ATTEST:

Ciara Wakefield

Ciara Wakefield, Deputy City Clerk



APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

S. Chaffin

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachments:

Amendment No. 2 to the 2019 Collection Services Franchise Agreement with Recology Yuba-Sutter