

**AMENDMENT TO**  
**FRANCHISE AGREEMENT BETWEEN**  
**THE CITY OF ALAMEDA AND ALAMEDA COUNTY INDUSTRIES AR, INC.**  
**FOR**  
**SOLID WASTE, RECYCLABLE MATERIALS AND**  
**ORGANIC MATERIALS SERVICES**

This Amendment to Franchise Agreement ("**Amendment**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Alameda, a municipal corporation ("**City**"), and Alameda County Industries AR, Inc., a California corporation, whose address is 610 Aladdin Avenue, San Leandro, California 94577 ("**Contractor**"), as further described below:

RECITALS:

- A. On July 3, 2002, City and Contractor entered into that certain Franchise Agreement between the City of Alameda and Alameda County Industries AR, Inc. For Solid Waste, Recyclable Materials and Organic Materials Services ("**Original Franchise Agreement**").
- B. The Original Franchise Agreement was subsequently amended on May 21, 2003, June 9, 2003, February 25, 2004, December 27, 2004 and April 21, 2009. The Original Franchise Agreement, as amended, shall be collectively referred to as the "**Franchise Agreement**."
- C. On February 18, 2020, City Council directed City staff to enter into a two-step procurement process in which sole source negotiations will be initiated by City with Contractor, followed by a competitive procurement process if the sole source negotiations are not successful.
- D. City and Contractor intend to begin the sole source negotiations. However, in order to provide adequate time to undertake such negotiations, City and Contractor desire to extend the term of the Franchise Agreement in recognition of California State Executive Order N-33-20 and related declaration of emergency resulting from the threat of COVID-19.
- E. Pursuant to Section 13.5 of the Franchise Agreement, all amendments to the Franchise Agreement must be in writing.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the undersigned parties as follows:

1. This Amendment shall be effective as of the date it is executed by the last party to sign.
2. Section 3.4 of the Original Franchise Agreement, entitled, "**Option to Extend Term**," shall be modified to add the following language at the end:

"City shall have the option, in its sole discretion, to extend the Franchise Agreement for an additional period not to exceed eighteen (18) months commencing on October 1, 2022 and terminating on March 31, 2024 (the "**Third Option**"). To exercise the Third Option, City shall deliver to Contractor no less than

sixty (60) days advance written notice (i.e., prior to September 30, 2022), which notice shall state the intended duration of the extension of the term.”

The City confirms that it exercised both of its prior options to extend the term of the Franchise Agreement pursuant to Section 3.4 and such options are of no further force or effect.

**Contractor:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**City:**

By: \_\_\_\_\_  
Eric J. Levitt  
City Manager  
Date: \_\_\_\_\_

Recommended for signature:

By: \_\_\_\_\_  
Erin Smith  
Interim Public Works Director  
Date: \_\_\_\_\_

Approved as to form: City Attorney

By: \_\_\_\_\_  
Lisa Nelson Maxwell  
Assistant City Attorney  
Date: \_\_\_\_\_