



# CITY OF MILPITAS

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479  
GENERAL INFORMATION: 408-586-3000, [www.ci.milpitas.ca.gov](http://www.ci.milpitas.ca.gov)

8/15/2017

Agenda Item No. 18



## ATTACHMENT RELATED TO AGENDA ITEM AFTER AGENDA PACKET DISTRIBUTION



**AMENDMENT TO AGREEMENT  
FOR  
COLLECTION AND DISPOSAL OF SOLID WASTE  
BETWEEN  
THE CITY OF MILPITAS  
~~MILPITAS AND REPUBLIC~~  
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC  
SERVICES ~~ALLIED WASTE~~ OF SANTA CLARA COUNTY,  
SUCCESSOR IN INTEREST ~~TO BFI~~  
TO BFI WASTE SYSTEMS OF NORTH AMERICA, LLC, A DELAWARE  
~~CORPORATION~~ LIMITED LIABILITY COMPANY (FORMERLY KNOWN AS BFI  
WASTE SYSTEMS OF NORTH AMERICA, INC.), BOTH INDIRECT  
~~SUBSIDIARY CORPORATIONS OF~~ SUBSIDIARIES OF ALLIED WASTE  
INDUSTRIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY (FORMERLY  
KNOWN AS ALLIED WASTE INDUSTRIES, INC. A DELAWARE CORPORATION)  
ITS SUCCESSORS AND ASSIGNS**

**1. PARTIES AND DATE.**

This Amendment to the Agreement for Collection and Disposal of Solid Waste Between the City of Milpitas and ~~Republic~~Allied Waste Services of North America, LLC DBA ~~Allied Waste~~Republic Services of Santa Clara County, Successor in Interest to BFI Waste Systems of North America, a Delaware Corporation, Both Subsidiary Corporations of Allied Waste Industries, Inc. a Delaware Corporation Its Successors and Assigns (“Amendment”) is made and entered into this 16th day of August, 2017 by and between the City of Milpitas (“City”) and ~~Republic~~Allied Waste Services of North America, LLC (“Contractor”) are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Agreement for Collection and Disposal of Solid Waste Between the City of Milpitas and ~~Republic~~Allied Waste Services of North America, LLC DBA ~~Allied Waste~~Republic Services of Santa Clara County, Successor in Interest to BFI Waste Systems of North America, a Delaware Corporation, Both Subsidiary Corporations of Allied Waste Industries, Inc. a Delaware Corporation Its Successors and Assigns (“Initial Agreement”), whereby Contractor agreed to provide solid waste collection and disposal services to City. The Parties amended the Initial Agreement on January 8, 1991; July 21, 1992; December 15, 1992; January 4, 1994; December 20, 1994; November 21, 1995; June 4, 1996; December 17, 1996; August 5, 1997; February 2, 1999; May 18, 1999; February 20, 2001; December 17, 2002; May 18, 2004; November 16, 2004; January 15, 2008; June 20, 2008; December 15, 2009; November 15, 2011; and December 3, 2013. As amended, the Initial Agreement is referred to as the “Agreement.”

2.2 Amendment. City and Contractor desire to amend the Agreement to extend its term through November 30, 2017.

### 3. TERMS.

3.1 Term. Section 14 is amended to read in full as follows:

Term of Agreement. This Agreement shall terminate at 12:00 am on December 1, 2017. The Anniversary Date of this Agreement shall be September 5 of each year following the Commencement Date of September 5, 1986.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.3 Adequate Consideration. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.4 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.5 Waiver. The Parties understand that a transition to a new solid waste service provider is eminent and by virtue of this Amendment that transition will occur December 1, 2017. It is also understood that there are provisions of the Initial Agreement that due to this transition should not continue in parallel with the extension of the term of the Initial Agreement. Through this Amendment, the City agrees to waive certain requirements under this Agreement effective on and after September 5, 2017. They are: all requirements related to the development, production, and distribution of outreach materials; the development, production and distribution of advertising or advertisements such as newspaper ads, articles, calendars, notices, etc.; all requirements related to the funding of school mini-grants; and any requirements related to providing staff at City-sponsored events. . In the event that a dispute arises over requirements not specifically mentioned above, the Parties agree that the requirement will only be waived if by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have entered into this Amendment to the Agreement for Collection and Disposal of Solid Waste Between the City of Milpitas and Republic Waste Services of North America, LLC DBA Allied Waste of Santa Clara County, Successor in Interest to BFI Waste Systems of North America, a Delaware Corporation, Both Subsidiary Corporations of Allied Waste Industries, Inc. a Delaware Corporation Its Successors and Assigns as of the \_\_\_\_th day of August, 2017.

**CITY OF MILPITAS**

By: \_\_\_\_\_

Rich Tran

Mayor

**REPUBLICALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA  
REPUBLIC SERVICES OF SANTA CLARA COUNTY**

By: \_\_\_\_\_

Evan E. Boyd

General Manager

<b>Summary report:</b>	
<b>Litéra® Change-Pro 7.5.0.135 Document comparison done on 8/15/2017 4:38:16 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> 30044193_1.doc	
<b>Modified filename:</b> Milpitas_ Amendment to Republic SW Franchise Republic edits_30044198_1.DOC	
<b>Changes:</b>	
Add	25
Delete	14
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>39</b>

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**CITY OF MILPITAS**

By: \_\_\_\_\_  
Rich Tran  
Mayor

**ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC  
SERVICES OF SANTA CLARA COUNTY**

By: \_\_\_\_\_  
Evan E. Boyd  
General Manager