

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

**Second Amendment
Memorandum of Understanding 149 between
the City and County of San Francisco and
Recology Sunset Scavenger, Recology Golden Gate and Recology San Francisco
For Refuse Collection**

THIS AMENDMENT (this “Amendment”) is made as of **[Date, 2020]**, in San Francisco, California, by and between **Sunset Scavenger Company (d/b/a Recology Sunset Scavenger), Golden Gate Disposal & Recycling Company (d/b/a Recology Golden Gate), and Recology San Francisco**, hereinafter referred to collectively as the “Contractor,” and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration. The City and the Companies are collectively referred to herein as the “Parties” and each a “Party.”

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount, and update standard contractual clauses; and

WHEREAS, the City’s Board of Supervisors approved this First Amendment by **[insert resolution number]** on **[insert date of Board action]**.

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated **December 1, 2014** between Contractor and City, as amended by the First Amendment dated **November 25, 2019**.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 5. The first paragraph of Section **5 “Compensation”** of the Agreement currently reads as follows:

5. Compensation. Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the City, in its reasonable discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Forty Eight Million Dollars (\$48,000,000)**. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Office of Contract Administration as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

Such paragraph is hereby amended in its entirety to read as follows:

5. Compensation. Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the City, in its reasonable discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Fifty Three Million Five Hundred Thousand Dollars (\$53,500,000)**. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Office of Contract Administration as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

3. Effective Date. The modification set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

**Sunset Scavenger Company (d/b/a
Recology Sunset Scavenger)**

Naomi Kelly
City Administrator

Michael J. Sangiacomo, President & CEO

City Supplier ID number: 0000012408

Approved as to Form:

Dennis J. Herrera
City Attorney

**Golden Gate Disposal & Recycling
Company (d/b/a Recology Golden Gate)**

By:

Rosa M. Sánchez
Deputy City Attorney

Michael J. Sangiacomo, President & CEO

City Supplier ID number: 0000012413

Approved:

Recology San Francisco

Sailaja Kurella
Acting Director of the Office of Contract
Administration, and Purchaser

Michael J. Sangiacomo, President & CEO

City Supplier ID number: 0000012409