

**AMENDMENT NO. 1
TO THE SOLID WASTE & RECYCLING SERVICES EXCLUSIVE AGREEMENT**

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CYPRESS, a California municipal corporation and charter city (“City”) and VALLEY VISTA SERVICES, INC., a California corporation, doing business as Valley Vista Services of Orange County (“Collector”) is effective as of August 28, 2017 (“Effective Date”).

RECITALS

A. City granted to Collector an exclusive solid waste and recycling franchise by entering into that certain Solid Waste & Recycling Services Exclusive Agreement dated September 22, 2014 (“Agreement”), wherein Collector provided solid waste and recycling collection services to the City’s residents and businesses (collectively the “Customers”).

B. City and Collector further desire to modify the rate adjustment notice requirements for rate adjustment requests made in Fiscal Year 2017-2018.

TERMS

1. **Recitals.** The recitals set forth above are incorporated herein by this reference.

1.1 Paragraph 4, “Annual Rate Notification,” of Section 6.01.1, “Billing Service Requirements,” shall be modified as follows (~~strike through~~ represents deleted language while underline is added language):

“Collector must annually, within 60 days prior to the effective date of a rate change, prepare and distribute a notice to each customer setting forth the Collector’s rates, annual holiday schedule, recycling programs offered, and a general summary of services required to be provided and optional services that may be furnished by Collector. Notice may be included as part of the Collector’s public education plan described in Section 6.03. For any rate adjustments requested pursuant to Article 9 during Fiscal Year 2017-2018, Collector shall provide notice to Customers of any rate changes at least 30 days prior to the effective date of a rate change in addition to any other requirements in this Section 6.01.1.”

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, 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 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Collector each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party

represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Collector represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Collector that, as of the date of this Amendment, Collector is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto 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.

5. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CYPRESS, a municipal corporation

Paulo M. Morales
Paulo Morales, Mayor

ATTEST:

Denise Basham
Denise Basham, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Anthony R. Taylor
Anthony R. Taylor, City Attorney

COLLECTOR:

VALLEY VISTA SERVICES, INC., a California corporation, doing business as Valley Vista Services of Orange County

By: *David Perez*
Name: DAVID PEREZ
Title: PRESIDENT

By: *David M. Perez*
Name: DAVID M PEREZ
Title: CORPORATE SECRETARY
Address: 17465 RAILROAD ST.
INDUSTRY, CA 91747

Two corporate officer signatures required when Collector is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. COLLECTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO COLLECTOR'S BUSINESS ENTITY.

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles } SS.

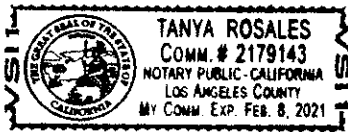
On Sept. 6, 2017, before me, Tanya Rosales, Notary Public,
DATE

personally appeared David Perez & David M. Perez, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



PLACE NOTARY SEAL IN ABOVE SPACE

Tanya Rosales
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
SIGNER IS REPRESENTING:	_____ DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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<input type="checkbox"/> INDIVIDUAL	_____
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_____ TITLE(S)	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	SIGNER(S) OTHER THAN NAMED ABOVE
SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	

