

**AMENDMENT NO. 3  
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 July 12, 2021 (“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 2021-2022.

**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 2021-2022, 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.

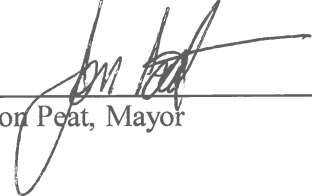
**5. Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally 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:**

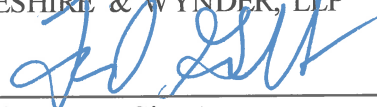
CITY OF CYPRESS, a municipal corporation

  
\_\_\_\_\_  
Jon Peat, Mayor

**ATTEST:**


  
\_\_\_\_\_  
Alisha Farnell, City Clerk

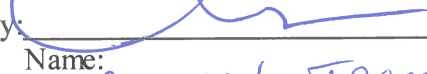
APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

  
\_\_\_\_\_  
Fred Galante, City Attorney

**COLLECTOR:**

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

By:   
\_\_\_\_\_  
Name: DAVID PEREZ  
Title: PRESIDENT

By:   
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Corporate Treasurer  
Address: 17445 Railroad St  
Industry, CA 91748  
\_\_\_\_\_  
\_\_\_\_\_

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.