



City Clerk Document No. _____

City Council Meeting Date: February 25, 2021

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
PROCESSING AND MARKETING OF RECYCLABLE MATERIALS
CITY OF CHANDLER AGREEMENT NO. PW8-926-3939**

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and United Fibers, LLC, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for processing and marketing of recyclable materials (Agreement); and

WHEREAS, the term of the Agreement was March 1, 2019 through February 28, 2020 with the option of up to four one-year extensions; and

WHEREAS, the Parties exercised the first option to extend for the period of March 1, 2020 through February 28, 2021; and

WHEREAS, the Parties wish to exercise the second option through this Amendment to extend the Agreement for one year, March 1, 2021 through February 28, 2022.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section 4, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 2. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed \$1,200,000.

3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period March 1, 2021 through February 28, 2022.
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Mike

Its: Partner

APPROVED AS TO FORM:

By: _____

City Attorney

MS

ATTEST:

By: _____

City Clerk

**REVISED EXHIBIT B
FEE SCHEDULE**

Section 1 - Processing Fee

The Processing Fee is a firm, fixed, all-inclusive fee for processing of City recyclable materials.

\$85.00 per ton, paid by the City to the Contractor, with no additional Education Fee.

Section 2 - Revenue Share

Each commodity sold for the month will be divided by the tons for that commodity to determine the weighted average. The percentage of each commodity will be determined by the results of the quality audits performed by the Contractor in conjunction with the City. If freight is not included in the sales price and is paid by the Contractor, the cost may be deducted from the sales price of the commodity to obtain the true net sales price.

The City may review records of actual sales upon request.

55% of the weighted average of actual sales, paid to the City by the Contractor. Revenue share for ONP will be RISI Yellow Sheet Index Mixed Paper (54) Southwest High Side.

Section 3 - Waste Disposal Fee

A Waste Disposal Fee will be assessed for all waste received. The Waste Disposal Fee is a firm, fixed, all-inclusive fee for disposing of waste received from the City.

\$40.00 per ton, paid by the City to the Contractor.