

**SECOND AMENDMENT TO FRANCHISE AGREEMENT BETWEEN
NOVATO SANITARY DISTRICT AND RECOLOGY SONOMA MARIN**

This *Second Amendment to Amended and Restated Agreement for Solid Waste Collection, Processing, Diversion and Disposal* (“Second Amendment”) is entered into as of October 14, 2024 between the Novato Sanitary District (the “District”), a sanitary district formed under the Sanitary District Act of 1923 (Health and Safety Code sections 6400-6408), and Recology Sonoma Marin (“Recology” or “Contractor”), a California corporation. The District and Recology are herein referred to individually and collectively, respectively as Party and Parties.

WHEREAS, District and Recology, pursuant to an *Assignment and Assumption Agreement*, dated December 5, 2017, are parties to an *Amended and Restated Agreement for Solid Waste Collection, Processing, Diversion and Disposal*, dated March 2011 (the “Original Franchise Agreement”).

WHEREAS, on December 21, 2021, the Parties entered into an *Amendment to Franchise Agreement (2021)* (the “First Amendment”) that addressed certain implementation issues with respect to SB 1383. The Original Franchise Agreement and the First Amendment are referred to herein as the “Agreement.”

WHEREAS, the Agreement expires, due to the operation of Section 2.5 of the Agreement, on December 23, 2024, and the Parties desire to extend the term for an additional five years and eight days to December 31, 2029.

NOW, THEREFORE, the parties agree as follows:

1. **Amendments to §§ 2.3, 2.4 and 2.5.** Sections 2.3, 2.4 and 2.5 are amended to read as follows:

“2.3 Term of Agreement

Except as provided in Section 2.5, the Term of this Agreement shall begin on March 15, 2011 and shall expire at midnight on December 31, 2029.

2.4 Deleted

2.5 Deleted”


(Remainder of page left intentionally blank)

2. **Miscellaneous.**


- a. All other aspects of the Agreement shall remain in full force and effect.
- b. The exhibits to this Second Amendment, if any, are integral parts of this Second Amendment and are incorporated herein by this reference.
- c. In the event of any conflict between the Agreement and this Second Amendment, the Second Amendment shall govern.
- c. This Second Amendment may be executed in counterparts.
- d. As used in this Second Amendment, "including" and its variants mean "including without limitation."

IN WITNESS WHEREOF, this Second Amendment is entered into as of the date first written above.


Novato Sanitary District

By:  _____
Name: Sandeep Karkal
Title: General Manager-Chief Engineer

Recology Sonoma Marin

By:  _____
Name: Salvatore M. Coniglio
Title: Chief Executive Officer

APPROVED AS TO FORM:

By:  _____
Name: Rachel Hundley
Title: District Counsel