

SIXTH AMENDMENT TO AGREEMENT

THIS SIXTH AMENDMENT TO AGREEMENT (Sixth Amendment) made and entered into as of this ____ day of _____, 2025, amends the Agreement entered into between the City of Fresno, a California municipal corporation (City), and Orange Avenue Disposal Company, Inc., a California corporation (Contractor).

RECITALS

- A. The City and the Contractor entered into a Service Agreement, dated February 25, 2004, for the transfer, processing, and disposal of municipal solid waste, construction and demolition, asphalt, concrete, and household hazardous waste (2004 Agreement) and amended the Agreement first on November 27, 2007 (First Amendment), July 28, 2011 (Second Amendment), March 16, 2015 (Third Amendment), September 13, 2018 (Fourth Amendment), and November 5, 2020 (Fifth Amendment), all of which are hereinafter collectively referred to as the "Agreement"; and
- B. The CITY and the CONTRACTOR, pursuant to the terms of a Settlement Agreement and Release of Claims which shall become effective upon final approval of this Amendment, desire to modify the terms of the Agreement in certain limited respects.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The term of the Agreement is hereby extended to February 25, 2035.
2. Section 4 of the Fourth Amendment to Agreement dated September 13, 2018 (Fourth Amendment) applies to the remaining term of the Agreement, which pursuant to this Sixth Amendment now expires on February 25, 2035.
3. Notwithstanding the provisions of Section 4 of the Fourth Amendment, future requests by Contractor to materially alter the Agreement, or to increase costs to the City under the Agreement, which are occasioned by changes in the law (including increases to the minimum wage), legal mandates, or other legally required programs which impose additional requirements and/or restrictions on Contractor shall not trigger the City's rights under Section 4 of the Fourth Amendment. Any request to extend the term of the Agreement beyond February 25, 2035, for reasons other than as permitted hereinabove, will be considered a request to materially alter the Agreement and will trigger the City's rights under Section 4 of the Fourth Amendment.
4. Except as otherwise expressly amended herein, the Agreement remains in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

ORANGE AVENUE DISPOSAL
COMPANY, INC., a California corporation

By: _____
Georgeanne A. White
City Manager

By: ^{DocuSigned by:} *Richard Caglia* _____ 11/3/2025
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Name: Richard M. Caglia

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: CEO

By: ^{Signed by:} *Jennifer Quintanilla* _____ 11/3/2025
71318AF32A24406... _____ Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy _____ Date