



## Department of Public Utilities

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Solid Waste Management Division  
1325 El Dorado Street  
Fresno, California 93706-2014  
559-621-1452 – FAX 559-266-1009  
[www.fresno.gov/SolidWaste](http://www.fresno.gov/SolidWaste)

[INSERT DATE]

[INSERT NAME, ADDRESS, ETC.]

RE: Expiration of Non-Exclusive Roll-Off Franchise Agreement

Dear Sir/Madam:

Pursuant to Section 3.4 of the Non-Exclusive Franchise Agreement for Roll-Off Collection Services (Agreement) and the subsequent Amendment No. 1 entered into between the City of Fresno and your company, the City is providing written notice that your Agreement will expire on June 30, 2021. This letter is to provide written notice of the City's intent to amend Section 3.4 of the Agreement to allow for two additional five year extensions and to award the first of those extensions, extending the Agreement through June 30, 2026.

If your company wishes to continue as a hauler within the City of Fresno, the attached amendment extending the Agreement must be executed by authorized representatives and placed on file with the City of Fresno no later than January 31, 2021. Four copies of the amendment are enclosed for your review, authorized execution, and return to [MAILING ADDRESS]. Once the amendments are processed, the City will return a fully executed copy to you for your files. Please feel free to contact me with any questions.

Respectfully,

Jerry L. Schuber Sr.  
Assistant Director of Public Utilities  
Solid Waste Management Division

Attachment: Amendment No. 2 to Agreement

cc: DPU Admin

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AMENDMENT NO. 2

to the

NON EXCLUSIVE FRANCHISE AGREEMENT FOR ROLL-OFF COLLECTION  
SERVICES

Between

CITY OF FRESNO, CALIFORNIA

And

[NAME]

**THIS AMENDMENT NO. 2** is made and entered \_\_\_\_\_, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation (Lessor) and [NAME], a California corporation, located at [LOCATION], (Franchisee).

### **RECITALS**

**WHEREAS** the Parties entered into a NON EXCLUSIVE FRANCHISE AGREEMENT FOR ROLL-OFF COLLECTION SERVICES effective [DATE OF AGREEMENT] (Agreement); and

**WHEREAS**, the Initial Term of the Agreement expired on June 30, 2016; and

**WHEREAS**, Section 3.4 of the Agreement specifies that the City may, at its option, extend the Agreement by up to five years by providing written notice to the Franchisee of its desire to do so no less than 180 calendar days prior to the termination of the agreement; and

**WHEREAS**, the City provided such notice and the City and Franchisee executed Amendment No 1 on [DATE OF AMENDMENT 1], extending the term of the Agreement through June 30, 2021; and

**WHEREAS**, the City provided Franchisee with notice by letter mailed on [DATE MAILED]; and the City and Franchisee desire to amend the Agreement to allow for the option to exercise two additional five year extensions and to exercise the first extension, extending the term for an additional five years.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual promises herein contained, the Parties hereby agree as follows:

1. Section 3.4 of the Agreement is hereby replaced, in its entirety, with the following:

Subject to City Council approval, the City shall have the option to extend this Agreement for an additional term of up to five (5) years. If the City extends the Agreement, it shall give written notice to Contractor at least one hundred eighty (180) calendar days prior to expiration of the Initial Term. The City's written notice shall specify the number of years by which it elects to extend the Term of this Agreement and the revised expiration date of the Agreement. Any such extension shall not become effective unless Contractor agrees to the extension, in writing, at least one hundred fifty (150) calendar days prior to expiration of the Initial Term.

Thereafter, the Director of Public Utilities, or designee, is authorized to extend this Agreement for two additional terms of up to five (5) years each. If the Director, or designee, extends the Agreement, the Director, or designee, shall give written notice to Contractor at least one hundred eighty (180) calendar days prior to the revised expiration date. The City's

written notice shall specify the number of years by which it elects to extend the Term of this Agreement and the revised expiration date of the Agreement. Any such extension shall not become effective unless Contractor agrees to the extension, in writing, at least one hundred fifty (150) calendar days prior to expiration of the revised expiration date.

2. Pursuant to Section 3.4, as amended, the term of the Agreement shall be extended for a period of five years, with a revised expiration date of June 30, 2026.
3. Except as expressly provided in this Amendment No. 2, all other terms and provisions of the Agreement shall continue in full force and effect.

**[Signatures follow on the next page.]**

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

CITY OF FRESNO,  
A California municipal corporation

[NAME],  
A California Corporation

By: \_\_\_\_\_  
Michael Carbajal  
Director  
Department of Public Utilities

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

ATTEST:  
YVONNE SPENCE, MMC  
City Clerk

By: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_  
Jennifer M. Quintanilla  
Deputy City Attorney  
Date