



Department of Public Utilities

Solid Waste Management Division
1325 El Dorado Street
Fresno, California 93706-2014
559-621-1452 – FAX 559-266-1009
www.fresno.gov



December 28, 2016

Industrial Waste & Salvage
3457 S. Cedar Avenue
Fresno, CA 93725

RE: Non Exclusive Roll-Off Agreement

Dear Sir/Madam:

Pursuant to section 3.4 of the Non-Exclusive Franchise Agreement for Roll-Off Collection Services (“Agreement”) entered into with the City of Fresno and your company, the City is providing written notice of its intent to award an extension of the current agreement for an additional five years, through June 30, 2021.

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 30, 2016. Four copies of the amendment are enclosed for your review, authorized execution, and return to (INSERT MAILING ADDRESS). Once the amendments are processed the City will return a fully executed copy to for your files. Please feel free to contact me if you have any questions.

Respectfully,

Jerry L. Schuber Sr.
Assistant Director of Public Utilities

Attachment: Amendment to Agreement extending term for five years

c: DPU Admin



A Nationally Accredited Public Utility Agency

AMENDMENT NO. 1

to the

NON EXCLUSIVE FRANCHISE AGREEMENT FOR ROLL-OFF COLLECTION SERVICES

Between

CITY OF FRESNO, CALIFORNIA

And

[REDACTED]

SAMPLE

THIS AMENDMENT NO. 1 is made and entered the __ Day of January, 2015, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation (hereinafter referred to as "Lessor") and _____, a California corporation, located at _____, (hereinafter referred to as "FRANCHISEE").

RECITALS

WHEREAS the Parties entered into a NON EXCLUSIVE FRANCHISE AGREEMENT FOR ROLL-OFF COLLECTION SERVICES effective May 1, 2007 (the "Agreement"); and

WHEREAS, the current term of the Agreement expires 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 days prior to the termination of the agreement; and

WHEREAS, the City provided such notice by letter mailed December 28, 2015, and Franchisee desires extend the term of the Agreement, and to so evidence such desire to continue performing its duties pursuant to the Agreement through June 30, 2021, by executing and returning this Amendment No. 1 by no later than 150 days before the termination of the Agreement.

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

1. Pursuant to Section 3.4 of the Agreement, the term of Agreement shall be extended for a period of five years, with amended term ending June 30, 2021.
2. Except as expressly provided in this Amendment No. 1, all other terms and provisions of the Agreement shall continue in full force and effect.

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

CITY OF FRESNO,
a municipal corporation

xxxxxxx.,
a California corporation

Thomas Esqueda,
Director
Department of Public Utilities

By: _____

Name: _____

Title: _____
(Chairman/Pres/Vice Pres.)

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____

Name: _____

Title: _____
(CFO/Secretary/Treasurer)

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Amanda B Freeman Date

