



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/SolidWaste

[INSERT DATE]

INSERT NAME, ADDRESS, ETC.]

RE: 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) 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 award an extension of the current agreement for an additional five years, through June 30, 2026, and to amend Section 3.4 of the Agreement to allow for one additional optional five year extension.

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. 1 to Agreement

cc: DPU Admin

AMENDMENT NO. 1

to the

NON EXCLUSIVE FRANCHISE AGREEMENT FOR ROLL-OFF COLLECTION
SERVICES

Between

CITY OF FRESNO, CALIFORNIA

And

[NAME]

THIS AMENDMENT NO. 1 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 expires on June 30, 2021; 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 by letter mailed [DATE OF NOTICE], and also notified Franchisee of the City's desire to amend the Agreement to allow for the option to exercise one additional five year extensions; and

WHEREAS, Franchisee desires to extend the term of the Agreement, and to so evidence such desire to continue performing its duties pursuant to the Agreement through June 30, 2026, 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. 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 one additional terms of up to five (5) years. 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, 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. 1, 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