

FIFTH AMENDMENT TO AGREEMENT

THIS FIFTH AMENDMENT TO AGREEMENT (Fifth Amendment) made and entered into as of this ___ day of _____ 2020, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, (CITY) and ORANGE AVENUE DISPOSAL COMPANY, INC., a California corporation (CONTRACTOR).

RECITALS

WHEREAS, CITY and CONTRACTOR entered into an Agreement, dated February 25, 2004, for the transfer, processing, and disposal of municipal solid waste, construction and demolition waste, 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) all of which are hereinafter collectively referred to as Agreement; and

WHEREAS, CITY and CONTRACTOR desire to modify the terms of the Agreement to exercise two five year extensions and allow the City of Fresno residents three annual disposal weekends twice annually at CONTRACTOR's facility.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Section 2.2 of the 2004 Agreement is amended to require the CONTRACTOR to open the Processing Facility to CITY's residents for three weekends in the Spring and three weekends in the Fall to deliver Municipal Solid Waste, Construction & Demolition and Asphalt & Concrete Materials to the Processing Facility (Program). The Processing Facility shall be open between the hours of 5:00am to 7:00pm, for each day of the Program. CONTRACTOR's sole compensation for performance of all the services required or rendered pursuant to this Amendment shall be a fee per Ton of Materials received by CONTRACTOR at the Processing Facility during the Program.

2. CITY and CONTRACTOR desire to exercise the two five-year extensions in the Agreement, to extend the term of the Agreement to February 25, 2034.

3. This Fifth Amendment will remain in effect through the term of the 2004 Agreement, unless terminated with the consent of both parties.

4. Except as otherwise provided the Agreement remains in full force and effect.

Signatures follow on the next page.]

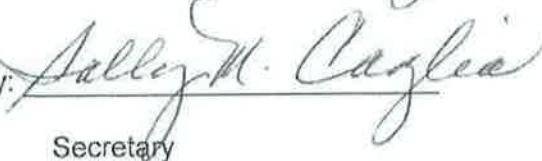
IN WITNESS WHEREOF, the parties have executed this Fifth Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation


ORANGE AVENUE DISPOSAL COMPANY,
a California corporation

By: _____
Jerry L. Schuber, Sr.,
Assistant Director
Department of Public Utilities

By: 
Richard Caglia, President

By: 
Secretary

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  10/7/2020
Brandon M. Collet Date
Senior Deputy City Attorney

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: _____
Deputy Date

Addresses:

CITY:
City of Fresno
Attention: Jerry Schuber
1325 El Dorado St.
Fresno, CA 93706

ORANGE AVENUE DISPOSAL COMPANY, INC.
Attention: Richard Caglia, President
3457 S Cedar Ave,
Fresno, CA 93725