

AMENDMENT NO. 1

to the

NON EXCLUSIVE FRANCHISE AGREEMENT FOR ROLL-OFF COLLECTION  
SERVICES

Between

CITY OF FRESNO, CALIFORNIA

And

J.P.A. CONSTRUCTION CLEAN-UP SERVICE, INC.,

**THIS AMENDMENT NO. 1** is made and entered \_\_\_\_\_, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation (Lessor) and J.P.A. CONSTRUCTION CLEAN-UP SERVICE, INC., a California corporation, located at P.O. Box 505 Santa Ana, CA 92702, (Franchisee).

### **RECITALS**

**WHEREAS** the Parties entered into a NON EXCLUSIVE FRANCHISE AGREEMENT FOR ROLL-OFF COLLECTION SERVICES effective October 18, 2016 (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 December 11, 2020, 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

J.P.A. CONSTRUCTION CLEAN-UP  
SERVICE, INC.,  
A California Corporation

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

By: Jose P. Arvizu  
Name: Jose Arvizu

ATTEST:  
YVONNE SPENCE, MMC  
City Clerk

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

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

By: Jose P. Arvizu  
Name: Jose Arvizu

Title: President / Treasurer  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: Jennifer M. Quintanilla 3/24/21  
Jennifer M. Quintanilla Date

Senior Deputy City Attorney