

FIFTH AMENDMENT TO CONTRACT

This Fifth Amendment is executed at Sonoma, California on November 7, 2016, by and between the City of Sonoma, a municipal corporation, ("City") and Sonoma Garbage Collectors, a California corporation, ("Contractor").

RECITALS

WHEREAS, City entered into a contract on October 19, 1994 with John D. Curotto, Margaret Curotto, and John D. Curotto, Jr. (Sonoma Garbage Collectors) for the exclusive right to collect and remove garbage and rubbish within the City. Said contract has been amended four times (collectively, the October 19, 1994, agreement and its four amendments shall be referred to as the "Contract"); and

WHEREAS, on November 18, 2002, the City consented to an assignment of the Contract from John D. Curotto, Margaret Curotto, and John D. Curotto, Jr. (Sonoma Garbage Collectors) to Sonoma Garbage Collectors, a California corporation; and

WHEREAS, on January 16, 2002, the City executed the First Amendment to Contract extending the original term expiration (May 31, 2007), for a term of five (5) additional years through May 31, 2012; and

WHEREAS, on January 16, 2007, the City executed the Second Amendment to Contract adding Section 26 to provide for additional services; and

WHEREAS, on August 22, 2007, the City executed the Third Amendment to Contract extending the term expiration (May 31, 2012), for a term of five (5) additional years through May 31, 2017; and

WHEREAS, on January 18, 2012, the City executed the Fourth Amendment to the Contract under which the Contractor reserved the right to dispose of garbage and rubbish at locations outside the County of Sonoma, among other things; and

WHEREAS, on November 3, 2014 the City gave tentative approval of an extension of the Contract's term for a term of ten (10) additional years through May 31, 2027 predicated on Contractor's proposal to construct and have in a fully operational mode a local composting facility including construction of a system designed to process all of the City's source separated organic, compostable waste stream prior to May 31, 2017; and

WHEREAS, Contractor has represented to the City that Contractor has met the timeframe by securing a site located at 1180 Fremont Avenue, acquired the necessary equipment, delivered test loads of processed green waste and secured all necessary County and environmental permits to operate a composting facility capable of processing all of the City's compostable waste. Said representations are contained in Contractor's letter to the City dated September 29, 2016, a true and correct copy of which is attached as Exhibit "A" and incorporated by this reference. Contractor has represented that said facility is fully operational and permitted at the present time; and

WHEREAS, City staff has independently verified the accuracy of Contractor's representations; and

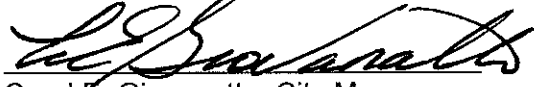
WHEREAS, on October 17, 2016, and in express reliance upon the Contractor's said representations, the City Council agreed to extend the Contract for an additional ten (10) year period through May 31, 2027, subject to the City and Contractor reaching a mutually agreeable written extension agreement:

AGREEMENT

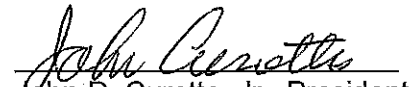
NOW THEREFORE the parties agree as follows:

1. The current term extending through May 31, 2017, as set forth in Paragraph 1 of the Third Amendment to Contract (and in reference to Section 2 PERIOD GRANTED of the original October 19, 1994 Contract) is extended for an additional term of ten (10) years, through May 31, 2027.
2. All other terms and conditions of said Contract, shall continue in full force and effect.
3. The Recitals are incorporated into this Agreement.

CITY OF SONOMA


Carol E. Giovanatto, City Manager

CONTRACTOR


John D. Curotto, Jr., President

ATTEST:


Rebekah Barr, MMC, City Clerk

APPROVED AS TO FORM


City Attorney