

**CITY OF CLOVIS
SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into effect on _____ (“Effective Date”) by and between the City of Clovis, a municipal corporation (“City”) and _____ (“Contractor”). City and Contractor are also referred to as “party” and collectively as the “parties”.

RECITALS

WHEREAS, The City Council has determined through an application process that Contractor, by demonstrated experience, reputation, and capacity, is qualified to provide the C&D Debris collection services within the City and the transportation of such material to appropriate places for recycling, processing, and/or disposal, and can provide insurance consistent with the City’s requirements.

WHEREAS, The Contractor has agreed to provide such C&D Debris collection services in accordance with the Standard Non-Exclusive Franchise Agreement incorporated by reference as though fully set forth herein. The most current Standard Non-Exclusive Franchise Agreement is available at the City of Clovis Public Utilities located at 155 N. Sunnyside Avenue, Clovis, CA 93611, and shall be posted on the City’s website.

NOW, THEREFORE, for the consideration set forth herein, the Parties agree as follows:

AGREEMENT

1. Approved C&D Hauler’s. Upon execution of this Agreement, City agrees that Contractor shall be added to City’s list of approved C&D Hauler’s contractors for a period of two (2) years from the Effective Date, unless earlier terminated as provided in the Standard Non-Exclusive Franchise Agreement. During the term of this Agreement, Contractor may provide Services upon the terms and conditions as set forth in the Standard Non-Exclusive Franchise Agreement. Contractor shall use the Processing or Disposal Site(s) identified in **Exhibit A** attached hereto.

2. Notice Procedures. Pursuant to Section 15(j) of the Standard Non-Exclusive Franchise Agreement, the parties hereby designate the following address for service of all notices, demands, requests, proposals, approvals, consents, and other communications which this Agreement requires:

IF TO CITY:
Public Utilities Director
City of Clovis
155 N Sunnyside Ave
Clovis, CA 93611

IF TO CONTRACTOR:

3. Amendment. City reserves the right to amend the Standard Non-Exclusive Franchise Agreement. City shall notify Contractor not less than sixty (60) days prior to implantation of such change.

4. Standard Non-Exclusive Franchise Agreement. The Contractor acknowledges that it has reviewed the Standard Non-Exclusive Franchise Agreement and agrees to be bound by the terms and conditions contained therein.

5. Agreement to Remain in Effect. All provisions of the Standard Non-Exclusive Franchise Agreement shall remain in full force and effect, unless specifically modified by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representatives of the parties.

CITY OF CLOVIS

CONTRACTOR

Luke Serpa
City Manager

[name]
[title]

ATTEST:

SECOND SIGNATORY:

John Holt
City Clerk

[name]
[title]

EXHIBIT A

APPROVED PROCESSING AND RESIDUE DISPOSAL FACILITIES

The following facilities were selected by the Contractor and approved by the City.

| | Approved C&D Processing Site | Approved Organics Processing Site |
|------------------|--------------------------------------|--|
| Facility name | | |
| Facility address | | |
| SWIS number | | |
| Owner | | |
| Operator | | |
| | | |
| | Approved Recyclables Processing Site | Approved Disposal Site (Applicable for Residue Only)* |
| Facility name | | |
| Facility address | | |
| SWIS number | | |
| Owner | | |
| Operator | | |
| | | |
| | Approved Recyclables Processing Site | Approved Disposal Site (Applicable for Residue Only)* |
| Facility name | | |
| Facility address | | |
| SWIS number | | |
| Owner | | |
| Operator | | |

* All Solid Waste shall be disposed of at the Designated Disposal Facility.