

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802

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THIRD AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT NO. 32129

**32129**

THIS THIRD AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT NO. 32129 is made and entered as of July 11, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 13, 2019, by and between HAUL-AWAY RUBBISH SERVICE CO., a California corporation ("Franchisee"), with its principal place of business located at 1205 Date Street, Montebello, California 90640, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City is responsible for the protection of public health and safety of its citizens, including the collection and transportation of municipal solid waste, the diversion of municipal solid waste from landfills and conservation of natural resources and energy, and may provide and regulate private solid waste handling, as defined by Public Resources Code section 40195, and solid waste disposal, as defined by Public Resources Code section 40192, by private refuse haulers for commercial and multi-family residential buildings in the City in order to fulfill those obligations; and

WHEREAS, City and Franchisee (the "Parties") entered into Agreement No. 32129 (the "Agreement") whereby Franchisee agreed to provide integrated waste management services for commercial and multi-family establishments in the City of Long Beach for an initial period of seven (7) years; and

WHEREAS, in accordance with the Agreement, since the Franchisee provided proof that one hundred percent (100%) of the vehicles used by Franchisee to haul refuse in the City were Alternative Fuel Vehicles by October 1, 2012, the Agreement authorized a three (3) year extension to the term; and

WHEREAS, the Parties entered into a First Amendment to the Agreement to extend the term to September 30, 2019; and

WHEREAS, on August 13, 2019, the City Council authorized an extension, which allowed haulers to provide service through September 30, 2022, with two (2)

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1 additional one-year extensions at the City Manager's discretion; and

2 WHEREAS, the Parties entered into a Second Amendment to the Agreement  
3 to extend the term to September 30, 2022, and update the required operational standards;  
4 and

5 WHEREAS, the Parties desire to utilize their first option to extend the term  
6 one additional one-year period;

7 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
8 conditions herein contained, the Parties agree as follows:

9 1. Section 3.1 of the Agreement is hereby amended to read as follows:

10 "3.1. Term. Unless this paragraph is subsequently modified by a written  
11 amendment to this Agreement, the term of this Agreement will begin on the Effective Date  
12 and terminate at the end of day on September 30, 2023, unless sooner terminated as  
13 provided elsewhere in the Agreement. The Agreement may be extended for one (1)  
14 additional one-year period, at the discretion of the City Manager."

15 2. Except as expressly modified herein, all of the terms and conditions  
16 contained in Agreement No. 32129 are ratified and confirmed and shall remain in full force  
17 and effect.

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IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

HAUL-AWAY RUBBISH SERVICE CO., a California corporation

October 4<sup>th</sup>, 2022

By M. Belkoff  
Name MONNIE BELKOFF  
Title PRESIDENT

\_\_\_\_\_, 2022

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Franchisee"

CITY OF LONG BEACH, a municipal corporation

February 2, <sup>2023</sup><sub>2022</sub>

By Sandra F. Takem  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 36 OF THE CITY CHARTER.

This Third Amendment to Non-Exclusive Franchise Agreement No. 32129 is approved as to form on NOVEMBER 17, 2022.

CHARLES PARKIN, City Attorney

By Thomas J. [Signature]  
Deputy

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IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

HAUL-AWAY RUBBISH SERVICE CO., a California corporation

11/3/22, 2022

By M. M. Belickoff Jr  
Name MORRIS M. BELICKOFF JR  
Title PRESIDENT

11/3/22, 2022

By David Belickoff  
Name DAVID BELICKOFF  
Title VICE PRESIDENT

"Franchisee"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2022

By \_\_\_\_\_  
City Manager

"City"

This Third Amendment to Non-Exclusive Franchise Agreement No. 32129 is approved as to form on \_\_\_\_\_, 2022.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy