

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

1 FOURTH AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT NO. 32128

2 **32128**

3 THIS FOURTH AMENDMENT TO NON-EXCLUSIVE FRANCHISE
4 AGREEMENT NO. 32128 is made and entered as of July 11, 2022, for reference purposes
5 only, pursuant to a minute order adopted by the City Council of the City of Long Beach at
6 its meeting on August 13, 2019, by and between CR&R INCORPORATED, a California
7 corporation ("Franchisee"), with a place of business at 11292 Western Avenue, Stanton,
8 California 90680, and the CITY OF LONG BEACH, a municipal corporation ("City").

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

16 WHEREAS, City and Franchisee (the "Parties") entered into Agreement No.
17 32128 (the "Agreement") whereby Franchisee agreed to provide integrated waste
18 management services for commercial and multi-family establishments in the City of Long
19 Beach for an initial period of seven (7) years; and

20 WHEREAS, in accordance with the Agreement, since Franchisee provided
21 proof that one hundred percent (100%) of the vehicles used by Franchisee to haul refuse
22 in the City were Alternative Fuel Vehicles by October 1, 2013, the Agreement authorized a
23 two (2) year extension to the term; and

24 WHEREAS, the Parties entered into a First Amendment to the Agreement to
25 extend the term to September 30, 2018; and

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

28 WHEREAS, on August 13, 2019, the City Council authorized an extension,

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1 which allowed haulers to provide service through September 30, 2022, with two (2)
2 additional one-year extensions at the City Manager's discretion; and

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

6 WHEREAS, the Parties desire to utilize their first option to extend the term
7 one (1) additional one-year period;

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

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

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

16 2. Except as expressly modified herein, all of the terms and conditions
17 contained in Agreement No. 32128 are ratified and confirmed and shall remain in full force
18 and effect.

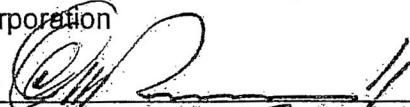
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IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CR&R INCORPORATED, a California corporation

_____, 2022 By 
Name CLIFFORD POWER
Title CLINICIAN

_____, 2022 By _____
Name _____
Title _____

"Franchisee"

CITY OF LONG BEACH, a municipal corporation

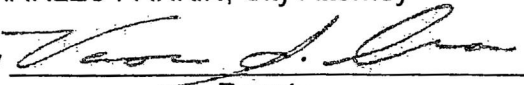
February 2, ²⁰²³~~2022~~ By Sinda F. Jatum
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Fourth Amendment to Non-Exclusive Franchise Agreement No. 32128 is approved as to form on NOVEMBER 17, 2022.

CHARLES PARKIN, City Attorney

By 
Deputy

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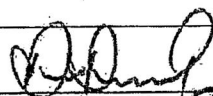
IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CR&R INCORPORATED, a California corporation

_____, 2022

By _____
Name _____
Title _____

_____, 2022

By 
Name DAVID PANNABAKER
Title PRESIDENT

"Franchisee"

CITY OF LONG BEACH, a municipal corporation

_____, 2022

By _____
City Manager

"City"

This Fourth Amendment to Non-Exclusive Franchise Agreement No. 32128 is approved as to form on _____, 2022.

CHARLES PARKIN, City Attorney

By _____
Deputy