

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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FIRST AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT NO. 32127  
**32127**

THIS FIRST AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT NO. 32127 ("Amendment") is made and entered into this day 14<sup>th</sup> day of November, 2013 ("Effective Date"), by and between the CITY OF LONG BEACH, a municipal corporation, with its principal place of business located at 333 West Ocean Blvd., Long Beach, California 90802 ("City"), and CONSOLIDATED DISPOSAL SERVICE, L.L.C., a Delaware limited liability company, with its principal place of business located at 18500 N. Allied Way, Phoenix, Arizona 85054 ("Franchisee"). City and Franchisee may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement".

RECITALS

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 has therefore undertaken a nonexclusive franchise system of commercial refuse hauling; and

WHEREAS, the Parties desire to comply with clean-air standards and improve traffic congestion and, where possible, reduce the contaminants from solid waste collection vehicles that create air pollution; and

WHEREAS, the City is authorized by its City Council to extend the contract terms of franchised refuse haulers who have complied with the City's requirement of operating an all alternative-fuel fleet of refuse collection vehicles by October 1, 2013; and

WHEREAS, pursuant to Section 3.1.2 of Agreement No. 32127, the Parties now desire to amend the Agreement to extend the Term by two (2) years;

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties and conditions contained in the Agreement and in this Amendment, the Parties agree as follows:

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1. Section 3.1 of Agreement No. 32127 is amended to read as follows:

"3.1. Term. Unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement will begin on the Effective Date and terminate at the end of day on September 30, 2018, the ninth (9<sup>th</sup>) anniversary of the Effective Date, unless sooner terminated as provided elsewhere in the Agreement."

2. Except as expressly amended in this First Amendment, all terms and conditions in Agreement No. 32127 are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this document to be executed with all formalities required by law as of the last date indicated below:

1/21/14, 2013 By [Signature]  
Name RONALD R. KRALL  
Title VICE PRESIDENT

CONSOLIDATED DISPOSAL SERVICE,  
L.L.C., a Delaware limited liability company

\_\_\_\_\_, 2013 By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Franchisee"

2.18, 2013 By [Signature] **Assistant City Manager**  
City Manager  
"City" EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

CITY OF LONG BEACH, a municipal corporation

This First Amendment to Non-Exclusive Franchise Agreement No. 32127 is approved as to form on 1-27, 2014.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy