

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

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

2 **32128**

3 THIS FIRST AMENDMENT TO NON-EXCLUSIVE FRANCHISE
4 AGREEMENT NO. 32128 ("Amendment") is made and entered into this day 14th day of
5 November, 2013 ("Effective Date"), by and between the CITY OF LONG BEACH, a
6 municipal corporation, with its principal place of business located at 333 West Ocean
7 Blvd., Long Beach, California 90802 ("City"), and C R & R INCORPORATED, a California
8 corporation, with its principal place of business located at 11292 Western Avenue,
9 Stanton, California 90680 ("Franchisee"). City and Franchisee may be referred to herein
10 individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement".

11 RECITALS

12 WHEREAS, the City is responsible for the protection of public health and
13 safety of its citizens, including the collection and transportation of municipal solid waste,
14 the diversion of municipal solid waste from landfills and conservation of natural resources
15 and energy, and has therefore undertaken a nonexclusive franchise system of
16 commercial refuse hauling; and

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

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

23 WHEREAS, pursuant to Section 3.1.2 of Agreement No. 32128, the Parties
24 now desire to amend the Agreement to extend the Term by two (2) years;

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

- 28 1. Section 3.1 of Agreement No. 32128 is amended to read as follows:

1 FEB 52 11 11 P
1
RECEIVED

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

1 "3.1. Term. Unless this paragraph is subsequently modified by a written
2 amendment to this Agreement, the term of this Agreement will begin on the Effective
3 Date and terminate at the end of day on September 30, 2018, the ninth (9th) anniversary
4 of the Effective Date, unless sooner terminated as provided elsewhere in the Agreement."

5 2. Except as expressly amended in this First Amendment, all terms and
6 conditions in Agreement No. 32128 are ratified and confirmed and shall remain in full
7 force and effect.

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

10 C R & R INCORPORATED, a California
11 corporation

12 _____, 2013 By Dan Stepanian
13 Name C.M.
14 Title _____

15 _____, 2013 By _____
16 Name _____
17 Title _____

"Franchisee"

18 CITY OF LONG BEACH, a municipal
19 corporation

20 _____, 2013 By Assistant City Manager
21 _____
22 City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

23 This First Amendment to Non-Exclusive Franchise Agreement No. 32128 is
24 approved as to form on 1-27, 2014.

25 CHARLES PARKIN, City Attorney
26 By Charles Parkin
27 Deputy
28