

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

THIRD AMENDMENT TO AGREEMENT NO. 28344

**28344**

THIS THIRD AMENDMENT TO AGREEMENT NO. 28344 is made and entered, in duplicate, as of January 15, 2014 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on December 17, 2013, by and between WASTE MANAGEMENT COLLECTION AND RECYCLING, INC., a California corporation, doing business as WASTE MANAGEMENT OF SAN GABRIEL/POMONA VALLEY ("Contractor") located at 13940 East Live Oak Avenue, Baldwin Park, California 91706, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the parties entered Agreement No. 28344 whereby Contractor agreed to provide recycling services pursuant to Resolution No. C-28109; and

WHEREAS, the parties desire to extend the term of Agreement No. 28344 and amend certain terms;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. Section 1(b) of Agreement No. 28344 is amended in its entirety to read as follows:

"(b) Contractor shall provide to the City of Long Beach the recycling services on the same terms and conditions offered to the City of Pasadena, except at the rates and on the terms and conditions in Attachment "A", attached hereto and incorporated herein by this reference. The initial term and the first extended term will be an amount not to exceed \$3,113,000 annually. The second extended term will be an amount not to exceed \$3,280,000 annually. The third extended term will be an amount not to exceed \$350,000 per month. Plus, there will be an annual adjustment based on the Consumer Price Index, All Urban, for the Los Angeles-Riverside-Orange County Metropolitan Area (or successor index as may be mutually agreed by the parties) not to exceed four percent (4%). The CPI adjustment shall be made on January 1 of each

1 contract year, commencing on January 1, 2004. The percentage of adjustment shall be  
2 calculated by dividing the CPI each December by the base CPI for February 2003. That  
3 percentage, multiplied by the annual fee in effect when the calculation is made shall be  
4 the new annual fee. Notwithstanding anything to the contrary in Section 9.10.5 of the  
5 Pasadena Contract, to the extent that the Pasadena Contract, this Agreement, or  
6 Attachment "A" are inconsistent, the following priority shall govern: (1) this Agreement, (2)  
7 Attachment "A", and (3) the Pasadena Contract."

8 2. Section 3 of Agreement No. 28344 is amended in its entirety to read  
9 as follows:

10 "3. The initial term of this Agreement shall begin on January 1, 2003 and  
11 shall end on December 31, 2009. The first extended term of this Agreement shall begin  
12 on January 1, 2010 and shall end on December 31, 2012. The second extended term of  
13 this Agreement shall begin on January 1, 2013 and shall end on December 31, 2013.  
14 The third extended term of this Agreement shall begin on January 1, 2014 and shall be  
15 extended on a month-to-month basis, extending no later than December 31, 2014. This  
16 Agreement may be terminated by either party on thirty (30) days advance written notice."

17 3. Attachment "A", Section 6., to Agreement No. 28344 is amended in  
18 its entirety to read as follows:

19 "6. Compensation. City will compensate Contractor at the rate of \$2.74  
20 per month, per active account for which Contractor provides recycling services. An  
21 account is a service address identified in City's Utility Billing system as receiving City's  
22 refuse service, and includes residential, commercial and institutional accounts  
23 ("account"). The total number of accounts for which Contractor may submit invoices will  
24 be determined once per contract year as of June 1 to be effective the next January 1 for  
25 the following twelve-month period. The City's Utility Billing system shall be used to  
26 determine the number of accounts receiving recycling services and its determination shall  
27 be final."

28 4. Except as expressly amended in this Third Amendment, all terms

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1 and conditions in Agreement No. 28344 are ratified and confirmed and shall remain in full  
2 force and effect.

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

5 WASTE MANAGEMENT COLLECTION  
6 AND RECYCLING, INC., a California  
7 corporation doing business as WASTE  
8 MANAGEMENT OF SAN  
9 GABRIEL/POMONA VALLEY

10 2/05, 2014

11 By [Signature]  
12 Name LARRY MESTER  
13 Title Area Vice President

14 February 5, 2014

15 By [Signature]  
16 Name DOUG CORCORAN  
17 Title VIC PRESIDENT

18 "Contractor"

19 CITY OF LONG BEACH, a municipal  
20 corporation

21 3.7, 2014

22 By [Signature] Assistant City Manager  
23 City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

24 "City"

25 This Third Amendment to Agreement No. 28344 is approved as to form on

26 2-12, 2014.

27 CHARLES PARKIN, City Attorney

28 By [Signature]  
Deputy