

**FOURTH AMENDMENT TO THE AGREEMENT BETWEEN CITY OF  
LAGUNA WOODS AND CR&R INCORPORATED FOR SOLID WASTE HANDLING  
SERVICES**

THIS FOURTH AMENDMENT TO THE AGREEMENT BETWEEN CITY OF LAGUNA WOODS AND CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES ("Amendment No. 4") is made and entered into as of 25 day of September, 2025 ("Effective Date"), by and between the CITY OF LAGUNA WOODS ("City"), and CR&R INCORPORATED ("Contractor").

**RECITALS**

A. On or about January 1, 2022, City and Contractor entered into that certain Agreement between City of Laguna Woods and CR&R Incorporated for Solid Waste Handling Services ("Agreement"), pursuant to which City agreed to provide to Contractor an exclusive franchise for Solid Waste Handling Services within the City of Laguna Woods.

B. Subsequent to the adoption of the Agreement, City and Contractor negotiated a variety of modifications to the Agreement, including modifications related to the previously agreed upon replacement of all residential non-low-profile bins with low-profile bins. City and Contractor now wish to amend the Agreement accordingly.

**AMENDMENT**

In consideration of the foregoing Recitals, which are incorporated herein by this reference, and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. Amendment. The Agreement is hereby amended as set forth in Exhibit A.
2. Effect of Amendment. Except as expressly provided in this Amendment No. 4, all of the terms, conditions, and provisions set forth in the Agreement shall remain in full force and effect.
3. Effective Date. The effective date of this Amendment No. 4 shall be the latter of the dates set forth next to the signatures of the parties hereto, after both parties hereto have signed this Amendment No. 4, which date shall be inserted into the preamble to this Amendment No. 4.
4. Representations. The persons executing this Amendment No. 4 on behalf of each party hereto warrant that (a) they are duly authorized to execute this Amendment on behalf of the party for whom they sign, and (b) by so executing this Amendment No. 4, the party for whom they sign is formally bound to the provisions of this Amendment No. 4.
5. Counterparts. This Amendment No. 4 may be executed in counterparts, each of which, when both parties hereto have signed this Amendment No. 4, shall be deemed an original.

IN WITNESS WHEREOF, City and Contractor have caused this instrument to be executed on their behalf by their respective officers or agents herein duly authorized as of the date first written above.

**“City”**  
**CITY OF LAGUNA WOODS**


By:   
Shari L. Horne, Mayor

Date: 9-25-25


ATTEST:

By:   
Yolie Trippy, CMC, City Clerk

APPROVED AS TO FORM:

By:   
Alisha Patterson, City Attorney

**“Contractor”**  
**CR&R INCORPORATED**

By:   
Cliff Ronenberg, Chairman and  
Chief Executive Officer

Date: 9.19.25

[END OF SIGNATURES]

## EXHIBIT A TO AMENDMENT NO. 4

*Section 8.1.7(H) (“Replacement of Containers”) is amended to read as follows (additions shown in underlining):*

(H) All Bins and Roll-off Boxes shall be kept freshly painted in a uniform fashion. All Bins and Roll-off Boxes shall be identified with Contractor’s name and phone number in letters not less than three inches high on its exterior so as to be visible and legible when the Container is placed for use. In addition, Contractor shall repair and maintain, remove graffiti from, and replace lost, stolen or damaged Bins and Roll-Off Boxes at no charge to Customers on Customer’s next Collection day, unless City requests earlier repair, maintenance, removal of graffiti, or replacement, in which case, Contractor shall cause such work to be completed within forty-eight (48) hours of notification from City (Sundays and holidays as described in Section 8.1.4 excepted). Beginning on January 1, 2026, all Bin replacements at Residential Premises shall be made on a like-for-like basis (i.e., non-Low-Profile Bin for non-Low-Profile Bin and Low-Profile Bin for Low-Profile Bin), unless otherwise requested by Customer or City. However, Contractor shall be entitled to charge Customers for the replacement of any Bin or Roll-Off Box that has been damaged by a Customer’s willful neglect or abuse, ordinary wear and tear excepted, with such charges being subject to the City Manager’s approval and at a fee no higher than Contractor’s actual cost of repair and replacement.

*Section 8.9 (Low-Profile Bins) is amended to read as follows (additions shown in underlining):*

### 8.9 Low-Profile Bins

Contractor shall replace all non-Low-Profile Bins with Low-Profile Bins at all Residential Premises no later than December 31, 2025, with the exception of (i) Bins located under trash chutes at all Garden Villa Buildings located on property owned by Third Laguna Hills Mutual, (ii) Bins located on property owned by the Golden Rain Foundation of Laguna Woods, (iii) Bins that have been custom manufactured to meet a Customer’s specific needs, and (iv) non-Low-Profile Bins which a Customer or City specifically requests to retain. Low-Profile Bins shall be metal or plastic Bins no less than forty-six (46) inches and no more than fifty-five (55) inches from the bottom of the caster to the Bin lid lip, with lightweight overhanging lids and labels that comply with the specifications in Exhibit B. Contractor shall provide written notification to City of its progress in meeting each performance milestone, including the location of all replacements, within five (5) calendar days of each performance milestone deadline:

- (1) Performance Milestone One: Between May 1, 2024 and December 15, 2024, at least one hundred twenty-five (125) non-Low-Profile Bins shall be replaced with Low-Profile Bins at Residential Premises. Only non-Low-Profile Bins replaced with Low Profile Bins at Residential Premises on or after May 1, 2024 shall be counted toward Performance Milestone One.

- (2) Performance Milestone Two: Between May 1, 2024 and June 15, 2025, at least two hundred fifty (250) non-Low-Profile Bins shall be replaced with Low-Profile Bins. Replacements counted toward Performance Milestone One shall be counted toward Performance Milestone Two.
- (3) Performance Milestone Three: All non-Low-Profile Bins, except for those excepted by the first paragraph of this Section 8.9, shall be replaced with Low-Profile Bins by December 31, 2025.

During Contractor's planned replacement of all non-Low-Profile Bins as described in this Section, Contractor shall prioritize, at any given time, twenty (20) spontaneous Customer requests for non-Low-Profile Bin replacements in order of the date received. Contractor shall complete such replacements no later than twenty-one (21) calendar days from the date that each Customer request is received by Contractor. If more than twenty (20) spontaneous Customer requests have been received by Contractor in any twenty-one (21) calendar day period, when each such Customer request is completed, the next such Customer request in order of the date received shall be added to the twenty (20) prioritized Customer requests.

Should Contractor meet all the performance milestones described in this Section, City shall waive Contractor's obligation to pay the liquidated damages incurred due to Contractor's failure to meet its Recycling Diversion Requirement for the 2023 calendar year in the amount of \$80,793.20, plus charges for late payments set forth in Section 12.

Should Contractor meet all the performance milestones described in this Section, be in compliance with all other provisions of this Agreement, and successfully complete the extension performance review contemplated in Section 6.3 as judged at the sole, absolute and unfettered discretion of the City Council, City shall exercise its option to extend this Agreement through midnight on June 30, 2037 as set forth in Section 6.2.

Should the Contractor fail to meet any of the performance milestones described in this Section, Contractor shall, within ten (10) calendar days, pay to City the liquidated damages incurred due to Contractor's failure to meet its Recycling Diversion Requirement for the 2023 calendar year in the amount of \$80,793.20, plus charges for late payments set forth in Section 12 (calculated based on a mutually agreed upon date of assessment of March 1, 2024), and this Section shall be automatically repealed from this Agreement.

Beginning on January 1, 2026, Contractor shall fulfill any Customer or City request to replace a non-Low-Profile Bin excepted by the first paragraph of this Section 8.9 with a Low-Profile Bin in accordance with the Container replacement timeframe set forth in Section 8.1.7.

*Section 18.7.3.3 ("Customer Responsiveness") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):*

18.7.3.3 Customer Responsiveness

(A) For each failure to initially respond to a Customer or Responsible Customer written complaint or inquiry within one (1) business day, which exceeds five (5) such occurrences annually, and for each additional day in which the complaint is not addressed: \$150.00.

(B) For each failure to respond to a Customer or Responsible Customer telephone call per Section 10.8.2.2, which exceeds five (5) such occurrences annually: \$150.00.

(C) For each failure to process Customer or Responsible Customer complaints per Section 10.8.3, which exceeds five (5) such occurrences annually: \$200.00.

(D) For each failure to respond to a written inquiry from City's City Manager or Solid Waste contract manager regarding service requests or requests for information within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 8.1.4), and for each additional day in which the inquiry is not addressed: \$200.00.

(E) For each failure to remove graffiti from any Container or to replace with any Container bearing no graffiti, within twenty-four (24) hours (Sundays and holidays excepted) of a request from City, Customer, or Responsible Customer: \$150.00.

(F) For each failure to repair or replace any damaged or missing Container within the period described in Section 8.1.7, and for each additional day in which the repair or replacement is not made: \$150.00.

(G) For each failure to exchange or replace any ~~Cart~~ Container within the period described in Section 8.1.7, and for each additional day in which the exchange or replacement is not completed: \$150.00.

(H) For each failure to process a claim for damages within thirty (30) days from the date submitted to Contractor: \$100.00.

(I) For every Recycling Cart Collected as Refuse without issuing a notice per Section 8.6.7: \$50.00.

(J) For every Organics Cart Collected as Refuse without issuing a notice per Section 8.6.7: \$50.00.

(K) For each failure to issue a notice to a Customer or Responsible Customer for materials not collected per Section 8.1.9: \$100.00.

(L) For each calendar day a Customer's ~~prioritized~~ request to replace a non-Low-Profile Bin with a Low-Profile Bin is not completed pursuant to Section 8.9: \$30.00.