

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

THIS FIFTH AMENDMENT TO THE AGREEMENT BETWEEN CITY OF LAGUNA WOODS AND CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES ("Amendment No. 5") is made and entered into as of 21 day of January, 2026 ("Effective Date"), by and between the CITY OF LAGUNA WOODS ("City"), and CR&R INCORPORATED ("Contractor").

R E C I T A L S

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 identified the need to modify certain insurance requirements originally included in the Agreement. City and Contractor now wish to amend the Agreement to revise the applicable insurance provisions accordingly.

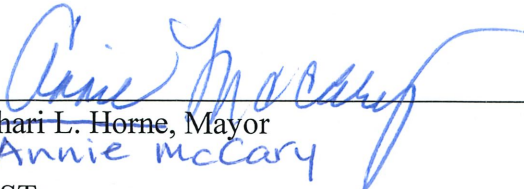
A M E N D M E N T

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. 5, 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. 5 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. 5, which date shall be inserted into the preamble to this Amendment No. 5.
4. Representations. The persons executing this Amendment No. 5 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. 5, the party for whom they sign is formally bound to the provisions of this Amendment No. 5.
5. Counterparts. This Amendment No. 5 may be executed in counterparts, each of which, when both parties hereto have signed this Amendment No. 5, 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

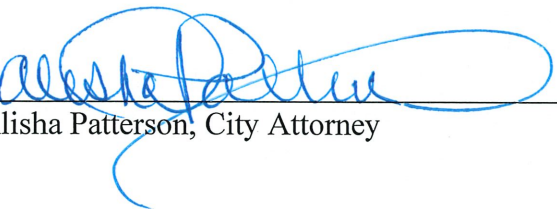
By: 
Shari L. Horne, Mayor
Annie McCary

Date: 1-21-26

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: _____

[END OF SIGNATURES]

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: _____ Date: _____
Shari L. Horne, Mayor

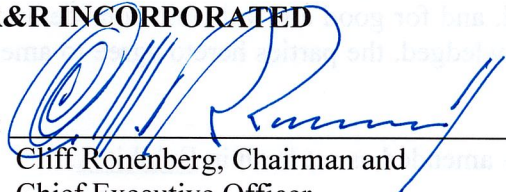
ATTEST:

By: _____
Yolie Trippy, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Alisha Patterson, City Attorney

“Contractor”
CR&R INCORPORATED

By:  _____ Date: 12.23.25
Cliff Ronenberg, Chairman and
Chief Executive Officer

[END OF SIGNATURES]

EXHIBIT A TO AMENDMENT NO. 5

Section 15.2.5 of the Table of Contents is amended to read as follows and with the correct page numbers inserted in place of “XX” (additions shown in underlining and deletions shown with ~~strikethrough~~):

15.2	Minimum Limits of Insurance.....	XX
15.2.1	Commercial General Liability.....	XX
15.2.2	Automobile Liability.....	XX
15.2.3	Workers’ Compensation and Employers Liability.....	XX
15.2.4	Cyber Security and Privacy Liability.....	XX
15.2.5	Cyber Technology Errors and Omissions <u>RESERVED</u>	XX

Section 15.2.5 (“Cyber Technology Errors and Omissions”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

15.2.5 ~~Cyber Technology Errors and Omissions~~RESERVED

~~Contractor shall procure and maintain Cyber Technology Errors and Omissions insurance with limits of One Million Dollars (\$1,000,000 per occurrence/loss, Two Million Dollars (\$2,000,000) aggregate which shall include the following coverage:~~

~~(A) — Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information, including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.~~

~~(B) — Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.~~

~~(C) — Liability arising from the failure of technology products (software) required under the contract for Contractor to properly perform the services intended.~~

~~(D) — Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service~~

~~(E) — Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep linking or framing, and infringement or violation of intellectual property rights.~~

~~(F) — Liability arising from the rendering, or failure to render, professional services.~~

~~(G) — If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional period of three (3) years following termination of the contract. Required endorsements include a thirty (30) day notice of cancellation.~~