

**THIRD AMENDMENT
TO AMENDED AND RESTATED
SOLID WASTE REMOVAL AGREEMENT**

This Third Amendment to the Amended and Restated Solid Waste Removal Agreement (“Amendment”) is dated this 27th day of June, 2023, by and between the City of Sierra Madre, a municipal corporation (“City”), and Arakelian Enterprises, Inc. DBA Athens Services, a California Corporation (“Contractor”). City and Contractor may hereinafter be individually referred to as “Party” or collectively as the “Parties.” The 2010 Agreement, First Amendment, Second Amendment, as defined below, shall hereinafter be referred to collectively as the “Agreement.”

RECITALS

A. On August 10, 2001, City entered into that certain Solid Waste Removal Contract August 2001 with USA Waste of California, Inc. (“2001 Agreement”);

B. Contractor became a party to the Original Agreement by virtue of an assignment from USA Waste of California, Inc., dated February 10, 2003;

C. On June 14, 2004, City entered into that certain First Amendment to Solid Waste Removal Contract with Contractor;

D. On February 10, 2010, City entered into that certain Amended and Restated Solid Waste Removal Agreement with Contractor (“2010 Agreement”);

E. On August 1, 2013, City entered into that First Amendment to Amended and Restated Solid Waste Removal Agreement with Contractor (“First Amendment”);

F. On November 15, 2017, City entered into that Second Amendment to Amended and Restated Solid Waste Removal Agreement with Contractor (“Second Amendment”);

G. Public Resources Code § 40000 et seq., declares it is within the public interest to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdictions;

H. The Legislature enacted certain new laws pertaining or relating to solid waste handling with which City must comply, including Assembly Bill Nos. 341, 901, 1594, 1826, and Senate Bill Nos. 341 and 1383, creating the need for the City to improve efforts to divert solid waste from landfills, including recyclable materials and organic waste;

I. The foregoing necessitates modified or additional services in order to bring City into compliance with applicable law and ensure integrated, Citywide waste management programs with the implementation of a Citywide organic waste collection program; and

J. The City Council has determined that it is in the best interest of the City for Contractor to implement the changes pertaining to the provision of services specified in this Amendment to meet the aims of the City’s compliance and environmental objectives;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

TERMS

1. **Amendment Effective Date.** Except as otherwise specified in this Amendment, the Amendment shall be effective as of July 1, 2023 (“Amendment Effective Date”) with the same force and effect as if this Amendment had been executed on that date.

2. **One-time contribution to City.** As part of the consideration of the promises and covenants contained in this Amendment, Contractor will pay City a one-time payment of Two Hundred Thousand Dollars (\$200,000), to be used at the sole discretion of City. Such payment will be deposited to an account determined by City within five (5) business days after the Amendment Effective Date.

3. **Amendment Definitions.** Unless otherwise specified, all capitalized terms in this Amendment shall refer to those defined terms specified in Title 8, Chapter 8.14 (Organic Waste Disposal Reduction) of the Sierra Madre Municipal Code (“SB 1383 Ordinance”) and 14 California Code of Regulations Section 18982. In the event of a conflict between a definition in this Amendment and a definition in 14 California Code of Regulations Section 18982, the definition in Section 18982 shall control.

4. **Revised SB 1383 Definitions.** Unless specified otherwise, the following terms in in Section 2 of the Agreement are hereby amended to have the meanings specified the SB 1383 Ordinance: (i) the term “Green Waste” in the Agreement shall mean “Organic Waste,” as defined in the SB 1383 Ordinance; (ii) the term “Commercial and/or Industrial Customer” in the Agreement shall mean “Commercial” customer, as defined in the SB 1383 Ordinance; (iii) the term “Multifamily Complex” in the Agreement shall mean “Multi-Family Residential Dwelling,” as defined in the SB 1383 Ordinance; and (iv) the term “Residential Customer” in the Agreement shall mean “Single Family” customer, as defined in the SB 1383 Ordinance.

5. **Trash CPI.** Section 2(f) of the Agreement is hereby deleted in its entirety and replaced with the following:

(f) “CPI” or “Trash CPI” shall mean the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHGO2) U.S. City Average (not seasonally adjusted) as may be amended or renamed and replaced from time to time by the United States Bureau of Labor Statistics or an equivalent index approved by mutual agreement in the event said index is no longer published.

6. **Annual Payments to City.** New Sections 4(d) and 4(e) are hereby added to the Agreement as follows:

(d) **Environmental Fund Payment.** Contractor will remit, on an annual basis beginning July 24, 2023 and each July 24th thereafter, a payment of Thirty Thousand Dollars (\$30,000) to be used in support of City’s “Environmental Fund.”

(e) **LARA Invoice Reimbursement.** Contractor will reimburse City for all annual membership dues paid by City in connection with its membership in the Los Angeles Regional Agency ("LARA"). Payment from Contractor will be due no later than five (5) business days of an invoice and supporting documentation from LARA presented by City to Contractor.

7. **Term of Agreement.** Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

5. **TERM.**

(a) The Term of this Agreement shall be for twenty-seven (27) years, commencing on July 23, 2013 and expiring on July 23, 2040; provided, however, that commencing on the first anniversary date of July 23, 2014 and on each anniversary date thereafter (each, an "Anniversary Date"), a one-year extension shall be applied to said Agreement so that the Term of the Agreement shall remain twenty-seven (27) years.

(b) Notwithstanding the foregoing, should either party desire that said one-year renewal and extension provision be terminated, no earlier than July 23, 2025, such party must give the other written notice of intent to terminate at least ninety (90) days prior to the Anniversary Date of any year during which this Agreement is in full force and effect and written notice of termination at least sixty (60) days prior to any such Anniversary Date.

(c) During the thirty (30) day period following the delivery of a notice of intent to terminate, the parties shall meet and confer at the request of either party. If a notice of termination is given by the City, the Contractor's annual payment obligations set forth in Sections 4(d) and 10(g) hereof as well as Contractor's sidewalk cleaning obligation set forth in Section 33 hereof each shall terminate immediately and the one-year renewal and extension provision shall be terminated on the applicable Anniversary Date. Once the one-year renewal and extension provision is terminated, the remaining Term of this Agreement shall be twenty-seven (27) years from the date of receipt by the non-terminating party of a notice of termination, and the Term of this Agreement shall accordingly wind down from such date. All other aspects of this Agreement shall remain in full force and effect during the wind down period.

8. **Bear Resistant Containers.** Section 6(b)(v) of the Agreement is hereby deleted in its entirety and replaced with the following:

(v) **Bear Resistant Solid Waste Containers.** Notwithstanding any provision in this Agreement to the contrary, starting the third calendar quarter of 2023, Contractor will begin to provide Single Family customers one green Residential Bear Resistant Solid Waste Container for the purpose of collecting Source Separated Green Container Organic Waste in lieu of a Mechanized Green Waste Container. Contractor will permit such customers to opt-out of receiving a

green Residential Bear Resistant Solid Waste Container if a customer agrees to receive at least one Solid Waste Container for the purpose of collecting Source Separated Green Container Organic Waste unless exempted from such base service under applicable law ("Opt-Out"). If a customer elects to Opt-Out, the customer is not entitled to any credit or reduction in rates set forth in Exhibit A that would otherwise be due. Contractor shall also provide each Single Family customer an option to receive additional Residential Bear Resistant Solid Waste Containers for an additional fee as set forth on Exhibit A hereto. "Residential Bear Resistant Solid Waste Container" shall mean a 90-gallon, covered, wheeled container with a bear-resistant lid, to be used for the temporary accumulation of Refuse, Recyclable Materials, or Organic Waste at Single Family premises and suitable for automated collection as part of Single Family collection service set forth in this Section 6(b).

9. **Organic Waste Services; SB 1383 Program.** Sections 6(f) and 6(e) are hereby added to the Agreement as provided below. A new Exhibit C is also hereby added to Agreement, as provided in Exhibit C attached to this Amendment, and incorporated herein by reference.

(f) **Organic Waste Services; SB 1383 Program.** No later than July 1, 2023, Contractor will conduct collection, transportation, and processing for source separated Organic Waste generated at all Single Family and Commercial premises. Such service shall be conducted in accordance with Contractor's SB 1383 program specified in Exhibit C attached hereto and incorporated herein by reference.

(f) **Transition to Commercial Three-Container Collection Service.** Notwithstanding any provision in this Agreement to the contrary, Contractor may transition Commercial customers to Citywide collection program in which each customer will receive at least one Container for Solid Waste, one Container for Organic Waste, and one Container for Recyclable Materials ("Transition"), provided that affected customers are not charged any additional fees in connection with the Transition. To initiate the Transition, Contractor must provide ninety (90) day written notice to City and sixty (60) days written notice to customers prior to the planned delivery of Containers. Upon notice to City, City and Contractor will cooperate, and if necessary, advance for consideration to the City Council, any changes to City's SB 1383 Ordinance to ensure Commercial customer participation in Three-Container Collection Service.

10. **Illegal Dumping.** A new Section 6(g) is hereby added to the Agreement as follows:

(g) **Illegal Dumping.** City desires to prevent illegal dumping. Upon the request of City, City and Contractor will meet and confer at a mutually agreeable time and location to discuss procedures to prevent the unlawful accumulation or dumping of Refuse, Recyclable Material, and/or Organics Waste in public spaces. This Agreement will be amended prior to the implementation of,

and commensurate compensation in connection with the performance of, such procedures.

11. **Overfilled Containers.** A new Section 6(h) is hereby added to the Agreement as follows:

(h) **Overfilled Containers.** A container is overfilled when materials project above its rim in a manner that impedes the complete closure of its lid, when materials are placed outside the container, and/or materials are allowed to accumulate making access to the container unsafe for collection. If the customer has made prior arrangements with Contractor for the collection of overfilled containers, Contractor must collect such containers as arranged, and may charge the customer the solid overage fee rate set forth in Exhibit A. If the customer has not made prior arrangements with Contractor for the collection of overfilled containers, Contractor will: (i) upon the first occurrence of an overfilled container, collect such container at no additional charge as a courtesy and provide an "Overfill Notice" advising customer of the collection of an overfilled container and warning that subsequent occurrences of overfilled containers may not be collected, subject to an solid waste overage fee, and/or the increase in capacity or frequency of collection of existing containers; and upon the second or subsequent occurrences of an overfilled container, (ii) at Contractor's election, (a) not collect the container and leave a Non-Collection Notice explaining the reason for non-collection; (b) collect the overfilled container and charge the customer the solid overage fee rate set forth in Exhibit A; or (c) unless disapproved by the City Manager, increase the capacity or frequency of collection of the existing container(s) to match service needs.

12. **Sierra Vista Park; City Service.** A new Section 9(g)(iii) is hereby added to the Agreement as follows:

(iii) Furnish one 40-cubic yard container for the collection of Recyclable Materials at Sierra Vista Park and shall pickup and remove the contents of said container once a week.

13. **Compost Giveaway; Household Hazardous Waste and E-Waste Drop-Off.** New Sections 10(h) and 10(i) are hereby added to the Agreement as follows:

(h) **Compost Giveway.** At no cost to City, Contractor will host two (2) annual Compost "giveway" events offering Single Family customers Compost for residential use. Contractor must host each event at a time and location mutually agreeable between the City and Contractor.

(i) **Household Hazardous Waste, E-Waste Drop-Off.** Annually, at no cost to City, Contractor will provide a drop-off location within the City for the collection of Household Hazardous Waste and E-Waste generated by Single Family customers. The location of this drop-off location and hours open will be mutually agreed upon by the City and Contractor. At no cost to City, Contractor will pickup and dispose Household

Hazardous Waste and E-Waste materials deposited by Single Family customers. For the purposes of this provision, "Household Hazardous Waste" means household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic, including paints, cleaners, oils, batteries, and pesticides containing hazardous ingredients and requiring special care for disposal. For the purposes of this provision, "E-Waste" means waste containing or consisting of electronic devices and components, such as computers, monitors, terminals, computer cards and components, computer peripheral devices, main frame computers, keyboards, mice, printers and scanners, mini-systems, power supply units, servers, connectors/cables, storage discs, consumer electronics, printed circuit boards, televisions, chips and components, cellular and other phones, telecommunications equipment, and fax machines and copiers.

14. **Billing.** A new Section 25(e) is hereby added to the Agreement as follows:

(e) **Billing.** Contractor shall bill customers for services provided under this Agreement. All customers will be billed once each month, in advance of service. All customer invoices are due and payable within thirty (30) days of the invoice date. Contractor may assess late payment fees based on unpaid invoices beginning one month from the first issuance date of the unpaid invoice. Contractor may stop service and assess stop service fees beginning sixty (60) days from the first issuance date of an unpaid invoice. Contractor may also assess fees for the resumption of services in the event services are resumed following the cessation of services hereunder. City agrees to assist Contractor with placing and collecting qualifying delinquencies on the tax roll in accordance with applicable law. Contractor will notify City in writing as to whether it will seek to have City place and collect qualifying delinquencies on the tax roll. Contractor shall be responsible for timely preparing, at no cost to City, all required information, reports, notices, and similar materials required by applicable law to place qualifying delinquencies on the tax roll.

15. Proposition 218. Section 30 of the Agreement is hereby deleted in its entirety and replaced with the following:

30. **ADDITIONAL RATE PROCEDURES**

(a) **Proposition 218 Hearings.** At the City's election, and without admitting the applicability of Proposition 218 to this Agreement, City may conduct the hearings with respect to the approval or adjustment of the maximum rate schedule in accordance with Proposition 218, and if such hearings commence, the City Council shall agendize a vote to approve or adjust such rates in accordance with Government Code Section 53756 and Article XIII D, Section 6(a) of the California Constitution, as applicable.

(b) **Rate Invalidation Procedures.** In the event that City is unable, by operation of applicable state or federal law, or a valid majority protest pursuant to Proposition 218, to approve or implement any rate increase due to Contractor under this Agreement, in whole or in part, City must provide thirty (30) days written notice to Contractor identifying such prohibition or disallowance, with a written justification explaining why City is prohibited or disallowed from approving or implementing an

adjustment of rates in whole or in part (“Invalidation Notice”). Upon Contractor’s receipt of an Invalidation Notice, City and Contractor shall immediately meet and confer and agree to discuss a revised rate adjustment that may be acceptable; corresponding reductions in programs, services, or fees and payments otherwise due to City to compensate Contractor for the total amount due to Contractor that would have been recovered but for denial or prohibition of a rate adjustment relating to the same; and/or City paying to keep identified services and programs that may be removed or reduced. If City and Contractor do not reach an agreement within ninety (90) days of the Contractor’s receipt of the Invalidation Notice, or as extended by mutual agreement of the Parties, Contractor will immediately offset the total loss associated with the invalidated rate(s) from the amounts otherwise due to City under this Agreement or if such amounts otherwise due to City do not cover such total loss, offset other amounts owed to City (“Invalidation Offset”). If Contractor offsets the amounts due, then Contractor shall provide monthly reports to the City Manager that provide the total amounts being offset. Such monies may be refunded to City upon mutual written agreement between the Parties. Contractor may terminate the Agreement without cause or penalty, provided that Contractor provides at least one-hundred eighty (180) days’ prior written notice of termination and, during such period, cooperates with City to transition services to City or its designee. Contractor’s rights hereunder are in addition to any other rights of Contractor upon the invalidation of rates that would otherwise be due to Contractor.

16. **Maximum Rate Schedule.** Exhibit A of the Agreement shall be deleted in its entirety and replaced with Exhibit A attached to this Amendment and incorporated herein by reference.

17. **Supplemental Adjustments.** Effective January 1, 2024, in addition to any other rate adjustment permitted under this Agreement, including annual adjustments by Trash CPI, the rates set forth in Exhibit A as the maximum rates for services offered under the Agreement shall also be subject to automatic one-time increases of: (i) nine percent (9%) for collections services provided to Single Family customers and (ii) eleven and one-half percent (11.5%) for all other services. Further, beginning January 1, 2024, and for each of the next six (6) annual adjustments ending on December 31, 2032, in addition to any other rate adjustment permitted under the Agreement, including annual adjustments by Trash CPI, the rates set forth as the maximum rates for services offered under the Agreement shall be automatically increased by an additional one percent (1%) each year.

18. **Recyclable Materials.** Exhibit B of the Agreement shall be deleted in its entirety and replaced with Exhibit B attached to this Amendment and incorporated herein by reference.

19. **Due Execution.** The person(s) executing this Amendment on behalf of a Party hereto warrant(s) that (i) such Party is duly organized and existing; (ii) such person(s) are duly authorized to execute and deliver this Amendment on behalf of said Party; (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment; and (iv) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

20. **Entire Amendment.** This Amendment contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment.

21. **Full Force and Effect.** Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall apply.

22. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be considered an original.

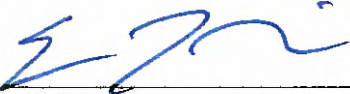
23. **Severability.** If any term or provision of this Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth below.

CITY OF SIERRA MADRE

ARAKELIAN ENTERPRISES, INC., a
California corporation



Edward Garcia
Mayor



Ron Arakelian III
Executive Officer

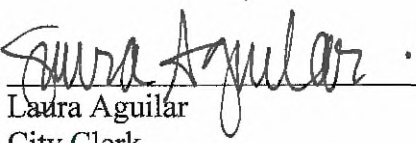
6/27/2023

Date

8/29/23

Date

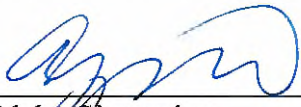
ATTEST:



Laura Aguilar
City Clerk
6/27/2023

Date

APPROVED AS TO FORM:



Aleks Giragosian
City Attorney
6/27/2023

Date

[Amendment Attachment A]

Exhibit A

Maximum Rate Schedule

City of Sierra Madre
Exhibit A: Schedule of Rates
Effective July 1, 2023

Service	New Service Component	New Disposal Component	New Net Rate	15.00% Franchise Fee *	10.00% User Utility Tax	Environ- mental Fee	New Gross Total
<u>Residential</u>							
35/64/96	19.25	8.26	27.51	4.13	2.75	2.06	36.45
64/64/96	20.56	11.48	32.04	4.81	3.20	2.06	42.11
96/64/96	23.61	15.16	38.77	5.82	3.88	2.06	50.53
Extra 35 Waste	4.87	1.32	6.19	0.93	0.62	-	7.74
Extra 64 Waste	5.95	2.37	8.32	1.25	0.83	-	10.40
Extra 96 Waste	7.03	3.52	10.55	1.58	1.06	-	13.19
Extra 32, 64, or 96 Recycle	2.32	-	2.32	0.35	0.23	-	2.90
Extra 32, 64, or 96 Organics	3.38	0.71	4.09	0.61	0.41	-	5.11
Bear Barrel	6.63	-	6.63	0.99	0.66	-	8.28
Bear Barrel Unlock Svs	7.18	-	7.18	1.08	0.72	-	8.98
Barrel Exchange	27.60	-	27.60	4.14	2.76	-	34.50
Bulky Collection	46.02	-	46.02	6.90	4.60	-	57.52
Extra Pick-up (Waste, Recycle, or Organics)	36.82	-	36.82	5.52	3.68	-	46.02
Replace Barrel	92.01	-	92.01	13.80	9.20	-	115.01
Sharps Collection - 1.5 Quart	73.37	-	73.37	11.01	7.34	-	91.72
Sharps Collection - 1 Gallon	94.96	-	94.96	14.24	9.50	-	118.70
Scout Service	79.49	-	79.49	11.92	7.95	-	99.36
<u>Units Bins</u>							
3 Yard 1X	125.29	51.67	176.96	26.54	17.70	12.68	233.88
3 Yard 2X	182.97	103.30	286.27	42.94	28.63	12.68	370.52
3 Yard 3X	268.21	155.00	423.21	63.48	42.32	12.68	541.69
3 Yard 4X	298.35	206.65	505.00	75.75	50.50	12.68	643.93
3 Yard 5X	340.30	258.31	598.61	89.79	59.86	12.68	760.94
2 Yard 1X	117.93	34.45	152.38	22.86	15.24	12.68	203.16
2 Yard 2X	191.00	68.87	259.87	38.98	25.99	12.68	337.52
2 Yard 3X	263.99	103.30	367.29	55.09	36.73	12.68	471.79
2 Yard 4X	337.01	137.77	474.78	71.22	47.48	12.68	606.16
2 Yard 5X	391.99	172.21	564.20	84.63	56.42	12.68	717.93
<u>Commercial Bins</u>							
6 Yard 1X	250.57	103.33	353.90	53.09	35.39	12.68	455.06
6 Yard 2X	365.89	206.60	572.49	85.87	57.25	12.68	728.29
4 Yard 1X	131.80	68.88	200.68	30.10	20.07	12.68	263.53
4 Yard 2X	189.46	137.76	327.22	49.08	32.72	12.68	421.70
4 Yard 3X	274.76	206.64	481.40	72.21	48.14	12.68	614.43
4 Yard 4X	304.87	275.53	580.40	87.06	58.04	12.68	738.18
4 Yard 5X	346.87	344.40	691.27	103.69	69.13	12.68	876.77
4 Yard 6X	388.86	413.29	802.15	120.32	80.22	12.68	1,015.37
3 Yard 1X	124.47	51.67	176.14	26.42	17.61	12.68	232.85
3 Yard 2X	182.09	103.30	285.39	42.81	28.54	12.68	369.42
3 Yard 3X	267.40	155.00	422.40	63.36	42.24	12.68	540.68
3 Yard 4X	297.53	206.65	504.18	75.63	50.42	12.68	642.91
3 Yard 5X	339.51	258.31	597.82	89.67	59.78	12.68	759.95
3 Yard 6X	381.49	309.97	691.46	103.72	69.15	12.68	877.01
2 Yard 1X	117.10	34.45	151.55	22.73	15.16	12.68	202.12
2 Yard 2X	190.13	68.87	259.00	38.85	25.90	12.68	336.43
2 Yard 3X	263.17	103.30	366.47	54.97	36.65	12.68	470.77
2 Yard 4X	336.18	137.77	473.95	71.09	47.40	12.68	605.12
2 Yard 5X	391.18	172.21	563.39	84.51	56.34	12.68	716.92
2 Yard 6X	446.13	206.64	652.77	97.92	65.28	12.68	828.65
2 Yard Extra Dump (Perm or Temp)	35.39	7.93	43.32	6.50	4.33	-	54.15
3 Yard Extra Dump (Perm or Temp)	53.06	11.91	64.97	9.75	6.50	-	81.22
4 Yard Extra Dump (Perm or Temp)	70.78	15.84	86.62	12.99	8.66	-	108.27
6 Yard Extra Dump (Perm or Temp)	106.14	23.82	129.96	19.49	13.00	-	162.45
Commercial Cans	23.30	12.32	35.62	5.34	3.56	2.06	46.58
Commercial Cans Extra Dump	7.05	2.84	9.89	1.48	0.99	-	12.36
<u>Roll-Off</u>							
Roll-off	311.02	356.99	668.01	100.20	66.80	23.23	858.24
Street Sweeping Compensation	11,029.08	-	11,029.08	-	-	-	11,029.08

City of Sierra Madre
Exhibit A: Schedule of Rates
Effective July 1, 2023

Service	New Service Component	New Disposal Component	New Net Rate	15.00% Franchise Fee *	10.00% User Utility Tax	Environmental Fee	New Gross Total
<u>Organics Services</u>							
Primary Organics Barrels (35 Gal)							
1X	123.06	13.56	136.62	20.49	13.66	-	170.77
2X	211.26	27.12	238.38	35.76	23.84	-	297.98
3X	299.48	40.69	340.17	51.03	34.02	-	425.22
4X	387.69	54.24	441.93	66.29	44.19	-	552.41
5X	475.90	67.80	543.70	81.56	54.37	-	679.63
6X	564.12	81.36	645.48	96.82	64.55	-	806.85
Additional Organics Barrels (35 Gal)							
1X	102.19	13.56	115.75	17.36	11.58	-	144.69
2X	175.42	27.12	202.54	30.38	20.25	-	253.17
3X	248.72	40.69	289.41	43.41	28.94	-	361.76
4X	321.98	54.24	376.22	56.43	37.62	-	470.27
5X	395.25	67.80	463.05	69.46	46.31	-	578.82
6X	396.38	81.36	477.74	71.66	47.77	-	597.17
Organics Compactor / Haul	280.86	-	280.86	42.13	28.09	-	351.08
Organics Compactor / Disposal Ton	-	126.44	126.44	18.97	12.64	-	158.05
<u>Optional Ancillary Services</u>							
Late Payment (1.5%, \$6.49 Min.)	6.41	-	6.41	0.96	0.64	-	8.01
Declined Payment (Any Reason)	32.06	-	32.06	4.81	3.21	-	40.08
Stop Service	32.06	-	32.06	4.81	3.21	-	40.08
Resume Service	32.06	-	32.06	4.81	3.21	-	40.08
Residential Go-Back or Dead-Run	32.06	-	32.06	4.81	3.21	-	40.08
Commercial Go-Back or Dead-Run (Perm or Temp)	45.90	-	45.90	6.89	4.59	-	57.38
Bin Enclosure Clean-Up	32.79	-	32.79	4.92	3.28	-	40.99
Commercial Can Overflow (CC Extra Dump)	7.05	2.84	9.89	1.48	0.99	-	12.36
Bin Overflow (2 Yd Extra Dump)	35.39	7.93	43.32	6.50	4.33	-	54.15
Bin Overflow (3 Yd Extra Dump)	53.06	11.91	64.97	9.75	6.50	-	81.22
Bin Overflow (4 Yd Extra Dump)	70.78	15.84	86.62	12.99	8.66	-	108.27
Bin Overflow (6 Yd Extra Dump)	106.14	23.82	129.96	19.49	13.00	-	162.45
Commercial Can Overweight (CC Extra Dump)	7.05	2.84	9.89	1.48	0.99	-	12.36
Bin Overweight (2 Yd Extra Dump)	35.39	7.93	43.32	6.50	4.33	-	54.15
Bin Overweight (3 Yd Extra Dump)	53.06	11.91	64.97	9.75	6.50	-	81.22
Bin Overweight (4 Yd Extra Dump)	70.78	15.84	86.62	12.99	8.66	-	108.27
Bin Overweight (6 Yd Extra Dump)	106.14	23.82	129.96	19.49	13.00	-	162.45
Bin Scout (Per Bin Per Frequency)	39.36	-	39.36	5.90	3.94	-	49.20
Bin Exchange	52.47	-	52.47	7.87	5.25	-	65.59
Bin Delivery	52.47	-	52.47	7.87	5.25	-	65.59
Bin Bring-In	52.47	-	52.47	7.87	5.25	-	65.59
Bin Wash-Out	65.58	-	65.58	9.84	6.56	-	81.98
Bin Lock Installation	32.79	-	32.79	4.92	3.28	-	40.99
Bin Lock (Per Bin Per Frequency)	10.51	-	10.51	1.58	1.05	-	13.14
Temporary Bin - Per Week	159.90	11.92	171.82	25.77	17.18	-	214.77
Temporary Bin - Demurrage / Day	6.56	-	6.56	0.98	0.66	-	8.20
Bin Exchange with Metal Lids	190.68	-	190.68	28.60	19.07	-	238.35
Bin Custom Fabrication / Yard	254.23	-	254.23	38.13	25.42	-	317.78
Commercial Bulky Items - First Item or Dead-Run	31.78	-	31.78	4.77	3.18	-	39.73
Commercial Bulky Items - Each Additional Item	19.07	-	19.07	2.86	1.91	-	23.84
Commercial Bin Rental - On-Call Service	127.11	-	127.11	19.07	12.71	-	158.89
Temporary Bin - Add Lock (One Time)	32.79	-	32.79	4.92	3.28	-	40.99
Temporary Bin - Lock Service (each service)	10.51	-	10.51	1.58	1.05	-	13.14
Temporary Bin - Per Week with Scout	199.25	11.92	211.17	31.68	21.12	-	263.97
Commercial or Residential Cart Delivery	28.23	-	28.23	4.23	2.82	-	35.28
Commercial or Residential Cart Bring-In	28.23	-	28.23	4.23	2.82	-	35.28
Commercial or Residential Cart Wash-Out	28.23	-	28.23	4.23	2.82	-	35.28
Roll-Off Compactor Rental	699.13	-	699.13	104.87	69.91	-	873.91
Roll-Off Compactor Wash-Out	286.00	-	286.00	42.90	28.60	-	357.50
Roll-Off Roll-Top Rental	63.57	-	63.57	9.54	6.36	-	79.47
Roll-Off Plastic Liner	44.50	-	44.50	6.68	4.45	-	55.63
Roll-Off Relocation	158.89	-	158.89	23.83	15.89	-	198.61
Roll-Off Go-Back or Dead-Run	158.89	-	158.89	23.83	15.89	-	198.61
Roll-Off Demurrage/Day (No Dumps in 30 Days)	15.25	-	15.25	2.29	1.53	-	19.07
Roll-Off Overweight Charge (Per Occurrence)	127.11	-	127.11	19.07	12.71	-	158.89
Roll-Off "Rocket-Launcher" per Hour (4 Hour Minimum)	171.61	-	171.61	25.74	17.16	-	214.51
Roll-Off Same Day Expedited Request	95.33	-	95.33	14.30	9.53	-	119.16
Storage Box Rental	222.45	-	222.45	33.37	22.25	-	278.07
Storage Box Delivery/Removal (Each Way)	158.89	-	158.89	23.83	15.89	-	198.61
Residential Recycling or Organic Cart Contamination	31.07	-	31.07	4.66	3.11	-	38.84
Stand-By Time (Each Portion of 15 Minutes)	44.50	-	44.50	6.68	4.45	-	55.63

* Franchise Fees are calculated at 15% of New Net Rate

[Amendment Attachment B]

Exhibit B

LIST OF ACCEPTABLE RECYCLABLE MATERIALS

PLASTICS

- Plastics number 1 as bottle or clamshell
- Plastics numbers 2, 4, 5, and 7
- Soda, juice, and water bottles
- Beverage and detergent jugs

METALS

- Aluminum foil and pie tins (clean)
- Scrap metal
- Steel cans, dishware, etc.
- Tin and aluminum cans

PAPER

- Paper (clean and dry, white and mixed color)
- Envelopes
- File folders (paper only)
- Junk mail and magazines
- Newspaper
- Paper grocery bags
- Telephone books

Acceptable (but may not be recycled):

- Cereal boxes (no plastic insert)
- Egg cartons (paper only and clean)
- Frozen food boxes
- Soup, milk, and juice cartons

CARDBOARD (or similar)

- Cardboard and corrugated boxes

GLASS

- Amber, green, and mixed-color glass
- Clear food glass jars
- Soda, tea, and liquor bottles

No window glass, porcelain, or non-food-related glass.

[Amendment Attachment C]

Exhibit C

SB 1383 Program

1. **General.** As provided herein, Contractor shall (i) provide account site visits and reviews, and the tracking thereof; (ii) support City public education and outreach efforts; (iii) meet with CalRecycle staff; (iv) provide Organic Waste tonnage data to both City and CalRecycle; and (v) provide Organic Waste collection services.

2. **Default Organic Waste Service.**

A. **Residential.** Contractor shall collect source separated Organic Waste from all Green Containers provided by or provided to Single Family customers.

B. **Commercial.** For Commercial customers, Contractor shall collect one (1) 35-gallon Cart for source separated Organic Waste once per week. Based on a waste assessment performed by Contractor, Contractor may adjust the foregoing default level of service to any one of the following container types: (i) 64-gallon cart; (ii) 1.5 to 2 cubic yard bin; and (iii) roll-off container with a capacity of 10 or more cubic yards.

C. **Acceptable Materials.** Notwithstanding any provision in this Agreement to the contrary, the Organic Waste materials that are to be accepted for collection by Contractor are set forth in Exhibit C.1. City and Contractor agree that the list of acceptable Organic Waste may be modified from time to time with the written approval of City.

D. **Collection Routes.** To the extent permitted by applicable law, Contractor may collect source separated Organic Waste from multiple cities within one Organic Waste route and, if so, will report to City source-separated Organic Waste tonnage among the cities by volume or other metric required by applicable law.

E. **Service Changes.** Contractor may reduce or increase any Organic Waste service level, including service frequency and container types, based on inspection, audit, or review at any time, subject to City review and disapproval. Contractor may assess additional charges for Organic Waste services above the default service level and/or above the minimum collection frequency for a given customer.

3. **Education and Outreach.** Contractor shall provide, and City must approve, education and outreach activities and to create and disseminate educational materials to customers in compliance with 14 CCR Section 18985.1. In accordance with the foregoing, Contractor will provide the education information required in 14 CCR Section 18985.1 by providing regularly scheduled notices, education materials, billing inserts, or other information disseminated to customers. Contractor shall maintain records of its education and outreach activities and provide this information upon request to City. As outlined in this section, City has a shared responsibility to cooperate with Contractor with respect to the education and outreach activities and creation and dissemination of educational materials hereunder.

4. **Reporting.** Contractor shall prepare and maintain the records identified in 14 CCR Section 18995.2(f), arising from the Organic Waste services performed by Contractor and assist City in reporting such information. As part of its obligations with respect to the foregoing and under Section 14 of the Agreement, Contractor will provide an annual report of the following: (i) the tons of Organic Waste collected by route, with map of routes; (ii) the total number of generators that receive each type of Organic Waste collection service provided by Contractor; (iii) the number of Organic Waste collection containers distributed by size and customer type; and (iv) annual totals of Organic Waste processed including facility name and location. Contractor shall provide other records to City within ten (10) business days of a request. Contractor shall provide City with business hours access to and any necessary training for use of a Contractor-hosted records systems in order to validate Contractor performance in accordance with the Organic Waste program specified in this Exhibit.

5. **Provision of Recovered Organic Waste Products.** Contractor will assist the City in securing sufficient quantities of Compost, mulch, and/or California-derived Renewable Natural Gas ("CRNG") to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR § 18993.1. Contractor may meet this obligation by one or more of the following activities, as determined by Contractor: (i) the use of CRNG in collection vehicles, provided such CRNG complies with 14 CCR § 18993.1; or (ii) the provision of Compost or mulch for distribution on a date and time mutually agreed upon by the Parties. Should City request Contractor provide a specific mixture of Compost, mulch, other or additional biofuels, or different forms of electricity needed for City to satisfy its procurement requirements under the applicable law, City and Contractor shall meet and confer to discuss an amendment to the Agreement prior to such procurement. City shall notify Contractor as soon as practicable of any third-party request under the California Public Records Act Request (excluding any request by CalRecycle) to review or copy records relating this this Section 5 of the Exhibit, at which time Contractor shall have an opportunity to ensure such information is protected from disclosure, through redactions, or if City determines that such information should be disclosed, City shall provide three (3) business days' notice to Contractor , in which event Contractor may seek a court order enjoining that release.

6. **Container Color and Labeling.**

A. **Container Color.** Notwithstanding any provision in this Agreement to the contrary, all containers provided by Contractor to customers must comply with the color requirements specified in 14 CCR Section 18984.7 under the timelines and requirements of such section. Containers shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each container type, as follows: (i) Black Container bodies and/or lids shall be black or gray; (ii) Blue Container bodies and/or lids shall be blue; and (iii) Green Container bodies and/or lids shall be green. Hardware such as hinges and wheels on the containers may be a different color than specified herein.

B. **Container Labeling.** No later than July 1, 2023, Contractor shall, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each new container that has been provided by Contractor to a customer that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in

that container. Imprints or labels shall clearly indicate items that are Prohibited Container Contaminants for each container.

7. **Route Reviews.** Contractor shall on a quarterly basis, commencing July 1, 2023, conduct Contractor route reviews for Prohibited Container Contaminants consistent with and as defined in 14 CCR Section 18984.5(b) in a manner deemed safe by Contractor. Containers may be randomly selected along hauler routes. Contractor shall develop a hauler review methodology in compliance with 14 CCR Section 18984.5(b) and submit it to City not more than annually upon the request of City.

8. **Facilities Waste Evaluations.** Contractor shall at least twice per year but no more than quarterly, commencing July 1, 2023, conduct waste evaluations that meet the requirements of 14 CCR Section 17409.5.1 with respect to waste delivered to a Contractor-owned or -controlled facility or with respect to information otherwise accessible to Contractor that permits it to perform characterization studies. City maintains the right to observe, or hire a third party to observe, the waste evaluations.

9. **Contamination Protocols.** In order to prevent Prohibited Container Contaminants, Contractor shall implement the protocols, as specified herein.

A. **First and Second Events.** Upon the first and second discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the contaminated waste if safe to do so, treat the waste as Refuse for handling and billing purposes, and affix a "Contamination Violation Notice" to any container with contaminated waste. Contractor shall also report issuance of any such notices to City. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste. Contractor must also notify the customer of the following: (i) for the third and subsequent discovery of Prohibited Container Contaminants, the customer may be charged a contamination fee for each contaminated container, and (ii) for the fifth and subsequent discoveries of Prohibited Container Contaminants, the customer may be charged a contamination fee for each contaminated container, and Contractor may increase the size of the customer's container or require an additional container(s). Contractor must also attempt to contact the customer if it appears customer does not have the appropriate level of service for proper collection of Refuse, Recyclable Materials, and Organic Waste.

B. **Third and Fourth Events.** Upon the third and fourth discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the contaminated waste in the contaminated container(s) if safe to do so, treat the waste as Refuse for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. Contractor may also elect to charge the then-maximum contamination fee for the discovery of Prohibited Container Contaminants. For any assessed contamination fee, Contractor must provide digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants to the customer and City.

C. **Five or More Events.** Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the contaminated waste in the contaminated container(s) if safe to do so, treat the waste as Refuse for handling and billing purposes, and charge a contamination fee

for each event. For any assessed contamination fee, Contractor must provide to the customer and City digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants. Upon five (5) business days' notice to City and the Customer, Contractor may (i) increase the size of the Customer's container, require additional containers to accommodate excessive Prohibited Container Contaminants, or increase collection frequency; (ii) impose a contamination fee equal to fees for a period of six (6) months or until the customer has demonstrated Prohibited Container Contaminants are not in containers for a period of three (3) consecutive months; and/or (iii) provide notice that Contractor has recommended that City commence any applicable code enforcement action against the customer. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending customers.

D. Disputes. If a customer disputes, in writing, an assessment of a contamination fee within 30 days of the assessment, Contractor will temporarily halt any such assessment and Contractor may request a ruling by the City Manager to resolve the dispute. A request by Contractor to the City Manager to render a decision on any such dispute must be filed within ten (10) business days of receipt of a customer's written dispute, and Contractor must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the City Manager will rule on the dispute within ten (10) business days, and the City Manager's decision resolving the dispute between the customer and Contractor will be final.

10. **Edible Food Recovery.**

A. Identification of Commercial Edible Food Generators. No later than January 1, 2024, and annually every January 1 thereafter, Collector shall assist City in identifying customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generator and provide to City a list of such customers, which shall include the following information: customer name, service address, contact information, Tier One or Tier Two classification, and type of business.

B. Identification of Edible Food Recovery Organizations. To support City's efforts to promote Edible Food Recovery programs, Collector shall maintain, and update annually each January 1, a list of Food Recovery Organizations and Food Recovery Services and information about Edible Food Recovery on Collector's website, which is specific to City and shall provide a link to information about City's Edible Food Recovery programs on Collector's website.

C. Maintain and Promote Listings. Collector shall cooperate with and assist City with the distribution of information to Commercial Edible Food Generators regarding City's Edible Food Recovery programs.

11. **Waivers.** Upon Contractor's request, City may provide Contractor waivers as follows: (a) in the event of a disaster, City may grant Contractor a waiver of some or all discarded materials collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that

such waiver has been approved by CalRecycle; (b) Contractor may, but is not required to, separate or recover Organic Waste that City removes from homeless encampments and illegal disposal sites as part of an abatement activity to protect public health and safety; and/or (c) Contractor may dispose of rather than process specific types of Organic Waste and/or Recyclable Materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by City or until City provides notice that the quarantine has been removed and directs Contractor to transport the materials to facilities designated by Contractor for such material.

12. **Organic Waste Ordinance; Enforcement.** City will implement and enforce an Organic Waste ordinance that complies with SB 1383 and its implementing regulations, as applicable. City's enforcement of the City's Organic Waste ordinance includes, but is not limited to: sending cease and desist letters at Contractor's request and third parties engaged in violating the City's ordinance; taking code enforcement action against who continue to violate the City's ordinance; and initiating any legal actions against violators of the City's Organic Waste ordinance. Contractor shall not be liable for any claims, actions, obligations, demands, damages, liabilities, costs, or expenses for any damages or injuries caused by or arising from (i) the failure of Customers to accept Organic Waste collection services, or (ii) the suspension or termination of services upon nonpayment in whole or in part by customers, provided Contractor reports such instances of noncompliance or nonpayment to City for code enforcement.

13. **SB 1383 Guarantee.** Upon notice from City, Contractor shall be deemed in material breach of the Agreement subject to at least thirty (30) days to cure, in the event CalRecycle determines that the requirements of SB 1383 have not been satisfied primarily: (i) due to the Contractor's failure to meet its obligations under this Agreement; or, (ii) due to Contractor's delay in providing information required under this Agreement that prevents City from submitting reports to CalRecycle in a timely manner (alternatively, a "Noncompliance Event"). Upon any Noncompliance Event, City shall be entitled to the reimbursement of penalties and/or fines assessed by CalRecycle against City to the extent the penalties and/or fines arise from the Noncompliance Event. Notwithstanding other provisions of this Agreement, Contractor's obligations hereunder shall be limited by Public Resources Code Section 40059.1.

EXHIBIT C.1
LIST OF ACCEPTABLE ORGANIC WASTE MATERIALS

GREEN WASTE

- Flower and hedge trimmings
- Grass clippings
- Leaves and branches
- Weeds
- Lumber*
- Scrap wood*
- Plywood*

**Not painted or treated*

FOOD SCRAPS

- Bread, rice, and pasta
- Cheese and dairy
- Coffee grounds and filters
- Fruits and vegetables
- Flowers and herbs
- Meat, bones, and poultry
- Seafood and soft shells
- Pet food (nonmedicated)

FOOD-SOILED PAPER*

- Food-stained paper
- Paper egg cartons
- Paper napkins
- kitchen paper towels
- Pizza boxes
- Plates
- To-go boxes (no coating)
- Wood and fiber-based utensils

**Must be 100% fiber-based. No materials with plastic, wax, or bioplastic coating, liner, or lam*

UNACCEPTED ITEMS

- All plastics
- Cacti, succulents, and yucca
- Compostable plastics (bioplastics)
- Coffee cups and pods
- Fats, oils, and grease
- Food stickers (please remove from items)
- Gloves
- Hard shells (clams, mussels, oysters)
- Medication
- Palm fronds
- Paper napkins with cleaning chemicals
- Paper towels with cleaning chemicals
- Parchment and wax paper
- Pet waste
- Rocks and soil
- Rubber bands and twist ties
- Tea bags
- Textiles
- Tissues and wet wipes