

RESOLUTION NO. 2022-5803

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YORBA LINDA, APPROVING THE THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE HANDLING SERVICES BETWEEN CITY OF YORBA LINDA AND REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC.

WHEREAS, the City of Yorba Linda (“City”) and Republic Waste Services of Southern California, LLC (“Contractor”) have entered that certain Agreement for Solid Waste Handling Services effective as of April 7, 2015 (the “Agreement”); and

WHEREAS, Contractor is an affiliate of Republic Services, Inc., a Delaware corporation (“Guarantor”), and Guarantor has entered into a written Guarantee Agreement (the “Guarantee”) with City related to Contractor’s performance pursuant to the terms of the Agreement; and

WHEREAS, City and Contractor amended the Agreement through a First Amendment effective as of July 1, 2018 (the “First Amendment”) to implement an AB 1826 commercial organics recycling program; and

WHEREAS, Thereafter, City and Contractor amended the Agreement again through a Second Amendment effective as of January 1, 2020 (the “Second Amendment”) intended to address the impacts on the Agreement of Assembly Bill (AB) 1594 which mandating that as of January 1, 2020, the use of green material as alternative daily cover (ADC) at landfills would no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction’s annual 50 percent per capita disposal rate; and

WHEREAS, Since adoption of the Second Amendment, Senate Bill (SB) 1383 has become effective, as well as its implementing regulations which, generally speaking, create an obligation upon the City and Contractor to adopt programs to reduce methane emissions including by imposing requirements for the diversion of organic waste from landfills; and

WHEREAS, Sections 8.2.5 and 8.4 and of the Agreement require that the parties meet and confer in good faith to arrive at an adjustment to the maximum rates Contractor may charge in order to compensate it for any new program agreed upon to comply with SB 1383; and

WHEREAS, The parties now desire to enter this Third Amendment for the purpose of setting forth their agreements and understandings with respect to amendments to the Agreement, as amended by the First and Second Amendment, to address the requirements of SB 1383, while leaving all other aspects of the Agreement, as amended by the First and Second Amendments unchanged; and

WHEREAS, California Public Resources Code Section 49300 requires the City Council to approve the terms of the proposed Third Amendment to the Amended and Restated Agreement with Contractor pursuant to a resolution; and

WHEREAS, the provision of solid waste handling services is an activity supported in part through a public agency contract and therefore may be considered a "project" under the California Environmental Quality Act ("CEQA") (Pub. Res. Code §§ 21000 et seq.) (14 Cal. Code Regs. § 15378(a)(2)); and

WHEREAS, it can be seen with certainty that there is no possibility that the proposed Third Amendment could have a significant effect on the environment in that the Amendment to the Amended and Restated Agreement is merely the continuation of an existing service in the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yorba Linda as follows:

SECTION 1. Each of the above recitals is true and correct and is adopted by the City Council.

SECTION 2. The City Council finds that the approval of the Third Amendment to the Amended and Restated Agreement is exempt from CEQA under the "common-sense" exemption set forth in CEQA Guidelines section 15061(b)(3).

SECTION 3. The City Council hereby agrees to enter into the Third Amendment to the Amended and Restated Agreement with Republic, subject to the terms set forth in this Resolution and the Third Amendment to the Amended and Restated Agreement, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 4. The City Council hereby authorizes the Mayor to execute the Third Amendment to the Amended and Restated Agreement on behalf of the City.

PASSED, APPROVED, AND ADOPTED this 7th day of June 2022.

CARLOS RODRIGUEZ, MAYOR
CITY OF YORBA LINDA

ATTEST:

MARCIA BROWN, CITY CLERK
CITY OF YORBA LINDA

APPROVED AS TO FORM:
RUTAN & TUCKER LLP

CITY ATTORNEY

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EXHIBIT A

THIRD AMENDMENT TO AGREEMENT FOR SOLID WASTE HANDLING SERVICES BETWEEN CITY OF YORBA LINDA AND REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC

This Third Amendment (the “Third Amendment”) to the Agreement for Solid Waste Handling Services between the City of Yorba Linda (hereinafter “City”) and Republic Waste Services of Southern California, LLC (hereinafter “Contractor”) is made and entered so as to be effective as of July 1, 2022.

1. RECITALS

A. City and Contractor have entered that certain Agreement for Solid Waste Handling Services effective as of April 7, 2015 (the “Original Agreement”).

B. Contractor is an affiliate of Republic Services, Inc., a Delaware corporation (“Guarantor”), and Guarantor has entered into a written Guarantee Agreement (the “Guarantee”) with City related to Contractor’s performance pursuant to the terms of the Original Agreement.

C. City and Contractor amended the Original Agreement through a First Amendment effective as of July 1, 2018 (the “First Amendment”) to implement an AB 1826 commercial organics recycling program.

D. Thereafter, City and Contractor amended the Original Agreement again through a Second Amendment effective as of January 1, 2020 (the “Second Amendment”) intended to address the impacts on the Agreement of Assembly Bill (AB) 1594 which mandating that as of January 1, 2020, the use of green material as alternative daily cover (ADC) at landfills would no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction’s annual 50 percent per capita disposal rate.

E. Since adoption of the Second Amendment, Senate Bill (SB) 1383 has become effective, as well as its implementing regulations which, generally speaking, create an obligation upon the City and Contractor to adopt programs to reduce methane emissions including by imposing requirements for the diversion of organic waste from landfills.

F. Sections 8.2.5 and 8.4 and of the Original Agreement require that the parties meet and confer in good faith to arrive at an adjustment to the maximum rates Contractor may charge in order to compensate it for any new program agreed upon to comply with SB 1383.

G. The parties now desire to enter this Third Amendment for the purpose of setting forth their agreements and understandings with respect to amendments to the Original Agreement, as amended by the First and Second Amendment, to address the requirements of SB 1383, while leaving all other aspects of the Original Agreement, as amended by the First and Second Amendments unchanged.

H. Guarantor has reviewed this Third Amendment and remains willing to apply its Guarantee to Contractor’s performance under the Original Agreement as amended by the First, Second and Third Amendment, and accordingly has executed the Acknowledgment and Consent

set forth below reflecting the application of the Guarantee it has provided to Contractor's performance hereof.

I. The Original Agreement, as amended by the First Amendment, the Second Amendment and this Third Amendment, are collectively referred to herein as "the Agreement."

2. COVENANTS

SECTION 1. Definitions.

(a) The following definitions shall apply to the Agreement, and shall supersede any defined term in the Original Agreement, the First Amendment or the Second Amendment not consistent herewith.

(i) "Approved Facility/ies" shall mean facilities designated in Exhibit 1.

(ii) "Applicable Laws" shall mean all federal, state, county, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, and as may be enacted, issued or amended thereafter, including without limitation City's Municipal Code, AB 939, SB 1383, and 14 CCR, Division 7, Chapter 12.

(iii.) "Food Waste" shall mean a subset of Organic Waste comprised of (i) any type of food (including without limitation fruits, vegetables, meat, poultry, seafood, bones, rice, beans, pasta, bread, dairy products), (ii) food spoiled paper (including without limitation napkins, paper towels, and paper plates), and (iii) tea bags, coffee grounds, and coffee filters.

(iv) "Organics Recycling Waiver" or "Waiver" shall mean a waiver granted to a Customer by City pursuant to SB 1383 and its implementing regulations.

(v) "Organic Waste Processing Facility" shall mean a facility which processes Organic Waste in a manner that complies with all Applicable Laws.

(vi) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 1383 specifically includes the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in November 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

(vii) "Yard Waste" shall mean all leaves, grass cuttings and shrubs that accompany routine household or property maintenance functions.

(b) The following terms used herein shall have the meaning defined in 14 CCR Section 18982:

- (i) Commercial Edible Food Generator;
- (ii) Edible Food;
- (iii) Food Recovery;
- (iv) Food Recovery Organization;
- (v) Food Recovery Service;
- (vi) Large Event;
- (vii) Large Venue;
- (viii) Organic Waste;
- (ix) Tier One Commercial Edible Food Generator;
- (x) Tier Two Commercial Edible Food Generator

(c) Sections 2.27, 2.30 and 2.38 of the Original Agreement, respectively defining Food Waste, Green Waste and Organics are deleted and superseded by the provisions hereof.

(d) The term Green Waste is used in the following Sections of the Original Agreement: 2.31, 3.2(F), 8.6.1, 10.9.4.1, 10.9.4.5, 23.1, and 28.1. The term Organic Waste as defined herein is hereby deemed to replace each instance in these specified Sections where the term Green Waste appears.

(e) The term Food Waste is hereby deleted from the definition of Gross Receipts in Section 2.31 of the Original Agreement.

(g) Section 3.2(D) of the Original Agreement is hereby amended to add Edible Food recovered for human consumption as an additional item which is exempt from the Agreement's exclusivity provisions.

SECTION 2. Amendment to Sections 8.2.1, 8.3.1 of the Original Agreement. The phrase "mixed Solid Waste" in Sections 8.2.1 and 8.3.1 of the Original Agreement is hereby replaced with the phrase "that Solid Waste which the Applicable Laws do not require be Collected in a Container designated for the Collection of Recyclable Material or Organic Waste."

SECTION 3. Amendment to Sections 8.2.5, 8.2.6 and 8.2.7 of the Original Agreement.

(a) The text of Section 8.2.5 of the Original Agreement is hereby superseded by the provisions hereof.

(b) The text of Section 8.2.6 is amended in its entirety to read as follows:

8.2.6 Organic Waste Program for Single Family Dwellings Using Carts

(i) Contractor shall provide a program for the Collection and processing of Organic Waste from all Customers at Single Family Dwellings to whom it provides Refuse Carts that complies with the requirements of SB 1383 (the “Residential Organics Recycling Program”). City has adopted an ordinance pursuant to 14 CCR Section 18981.2, codified in Sections 8.20.030, 8.20.070(c) and (d) and 8.20.070(F) of the Municipal Code which requires persons generating Solid Waste, including Organic Waste, at Single Family Dwellings, and who are not permitted self-haulers, to subscribe for services with Contractor, and accordingly City hereby directs Contractor to automatically enroll all such Customers in the Residential Organics Recycling Program. Towards this end, Contractor shall provide all such Customers with a ninety-six (96) gallon Cart for Collection of commingled Organic Waste (an “Organic Waste Cart”). The Green Waste Carts distributed by Contractor to Customers prior to the effective date of the Third Amendment may be used for such purpose. Any Customer requesting a smaller Organic Waste Cart(s) shall be provided with a sixty-four (64) gallon or thirty-five (35) gallon Organic Waste Cart(s) by Contractor instead of the standard ninety-six (96) gallon Cart noted above. Upon request from any Customer at a Single-Family Dwelling, Contractor shall provide such Customer with one or more additional Organic Waste Carts at rates that do not exceed the maximum rates set forth on Exhibit A. Contractor shall Collect Organic Waste placed in Organic Waste Carts for Collection from each Customer on the same day as such Customers’ Refuse Cart is Collected, using an automated Collection process. Customers shall be directed to place Organic Waste Carts in the same location for Collection as Refuse Carts.

(ii) Contractor shall provide so called “kitchen pails” to any Customer who requests one, for the purpose of gathering food scraps and transporting them from within Customers’ homes to their Organic Cart, at rates that do not exceed the maximum rates set forth in Exhibit A. Kitchen pails shall be of a standard design reasonably approved in advance by City.

(iii) As of the effective date of this Third Amendment, the Approved Facility for delivery of Organic Waste Collected as part of the Residential Organic Waste Recycling Program does not accept plastics or compostable plastics. Accordingly, Contractor may, as part of its Residential Organic Waste Recycling Program, prohibit Customers from placing plastic bags, including plastic compostable bags, in Organic Waste Carts. If the Approved Facility to which materials Collected as part of the Residential Organic Waste Recycling Program is delivered changes to one that accepts plastics or compostable plastics, or if the currently Approved Facility begins to accept these materials, Contractor may allow Customers to place plastic bags that both comply with all Applicable Laws and meet such criteria as deemed acceptable to the Approved Facility, in Organic Waste Carts; provided, however, Contractor shall be responsible to ensure its Residential Organic Waste Recycling Program complies with all provisions of the Applicable Laws related to the use of plastic or compostable plastic bags, including without limitation 14 CCR §18984.1(d) and all related noticing requirements.

(iv) Contractor shall be responsible to ensure that all Organic Waste it Collects is delivered to a properly permitted Organic Waste Processing Facility where it is processed in a manner that complies with SB 1383, using methods that are approved by CalRecycle so as to ensure the handling of such Organic Waste qualifies for diversion credit.

(v) The maximum rates set forth in Exhibit A have been determined based on the Parties' negotiations pursuant to Sections 8.2.5 and 8.4 which were intended to address Contractor's costs related to implementing a Residential Organic Waste Recycling Program that is compliant with SB 1383. These maximum rates are predicated on Contractor's delivery of Organic Waste for processing to the Approved Facility(ies) identified in the accompanying Exhibit 1. Contractor may not utilize facilities other than the Approved Facility(ies) for processing of Organic Waste without the written consent of the City Manager, and any such consent shall be conditioned upon renegotiation of the maximum rates pursuant to Sections 8.2.5 and 8.4.(c) The following sentence is hereby deleted from Section 8.2.7: "Contractor shall endeavor to provide at least one (1) Refuse Bin for every ten (10) Dwelling Units located at each Multi-Family Dwelling."

Section 4. Second Amendment Superseded.

The Second Amendment is superseded in its entirety by the provisions of this Third Amendment, and shall no longer be part of the Agreement.

Section 5. Amendment to Sections 8.2.8 and 8.3.10 of the Original Agreement.

The text of Section 8.2.8 of the Original Agreement is hereby deleted and Section 8.3.10 of the Original Agreement is hereby revised in its entirety to read as follows:

8.3.10 Commercial Recycling Services

Contractor shall provide a commercial recycling program (the "Commercial Recycling Program") to all Customers at Commercial Premises and Multi-Family Dwellings that at a minimum meets the standards required under the Applicable Laws, including specifically AB 341, SB 1383 and associated regulations, and such program shall be consistent with any ordinances adopted by the City to implement the Applicable Laws. City has adopted an ordinance pursuant to 14 CCR Section 18981.2, codified in Sections 8.20.030, 8.20.070(c) and (d) and 8.20.070(F) of the Municipal Code which requires persons generating Solid Waste, including Recyclable Material, at Commercial Premises and Multi Family Dwellings, and who are not permitted self-haulers, to subscribe for services with Contractor, and accordingly City hereby directs Contractor to automatically enroll all such Customers in the Commercial Recycling Program. Towards that end, Contractor shall deliver each applicable Customer at least one (1) Cart (with a capacity of 96 gallons) or Bin (with a capacity of either 2 or 3 cubic yards) for the Collection of Recyclable Materials. Contractor shall work with Customers to evaluate the actual number of such Containers needed, and frequency of their Collection, with a goal

of meeting the requirements of the Applicable Laws (such as AB 341, SB 1383 and associated regulations), taking into account each Customer's actual needs (including the best strategy to comply with all relevant laws and regulations in the most economically feasible manner possible), and public health and safety needs. The City Manager shall resolve any dispute that may exist between Contractor and any Customer as to the number of Containers or frequency of Collection needed to comply with this provision. Contractor shall assist the City in identifying Customers subject to this provision that are not in compliance with their obligations under the Applicable Laws. Contractor shall produce, keep current, and provide public information specifically outlining its Commercial Recycling Program, which shall specifically include the annual publication and distribution of a brochure describing this service to all applicable Customers in City. Contractor may charge Customers for the services under the Commercial Recycling Program rates that do not exceed the maximum rates set forth in Exhibit A.

Section 6. Amendment to Section 8.2.11.1 contained in the First Amendment.

The text of Section 8.2.11.1, found in the First Amendment, is amended in its entirety to read as follows:

8.2.11.1 Organic Waste Recycling Program for Commercial Premises Customers

(a) Contractor shall provide a program for the Collection, processing, and diversion from disposal of Organic Waste to all Customers at Commercial Premises (which shall include all Multi-Family Dwellings), consistent with the terms hereof (the "Commercial Organic Waste Recycling Program."). City has adopted an ordinance pursuant to 14 CCR Section 18981.2, codified in Sections 8.20.030, 8.20.070(c) and (d) and 8.20.070(F) of the Municipal Code, which requires persons generating Solid Waste, including Organic Waste, at Commercial Premises and Multi Family Dwellings, and who are not permitted self-haulers, to subscribe for services with Contractor, and accordingly City hereby directs Contractor to automatically enroll all such Customers in the Commercial Organics Recycling Program. In connection with this obligation, Contractor shall deliver at least one (1) Container for the Collection of Organic Waste to each applicable Customer, excepting such Customers for whom City issues an Organics Recycling Waiver. Such Containers shall be either Carts (with a capacity of either 35 or 65 gallons), Bins (with a capacity of 2 cubic yards), or Rolloff Boxes. Contractor shall work with Customers to evaluate the actual number of such Containers needed, and frequency of their Collection, with a goal of meeting the requirements of the Applicable Laws, including specifically SB 1383, AB 1826, and all associated regulations, taking into account each Customer's actual needs (including the best strategy to comply with all relevant laws and regulations in the most economically feasible manner possible), and public health and safety needs. The City Manager shall resolve any dispute that may exist between Contractor and any Customer as to the number of Containers or frequency of Collection needed to comply with this provision. Contractor shall be responsible for ensuring that the Commercial Organic Waste Recycling Program it provides meets the requirements of all Applicable Laws,

including AB 1826, SB 1383, and all applicable regulations. Contractor shall make available information related to its Commercial Organic Waste Recycling Program and shall promote said Program through its website, mailers, brochures, billing inserts, email content, social media, and online announcements, all as more fully set forth herein.

(b) As of the effective date of this Third Amendment, the Approved Facility for delivery of Organic Waste Collected from Commercial Premises which is commingled with Organic Waste not meeting the definition of Food Waste does not accept plastics or compostable plastics. Accordingly, Contractor may, as part of its program for the Collection and processing of Organic Waste from such Customers, prohibit Customers from placing plastic bags, including plastic compostable bags, in Containers designated for the Collection of Organic Waste. If the Approved Facility to which materials Collected from Organic Waste Carts is delivered changes to one that accepts plastics or compostable plastics, or if the currently Approved Facility begins to accept these materials, Contractor may allow Customers to place plastic bags that both comply with all Applicable Laws and meet such criteria as deemed acceptable to the Approved Facility, in Containers designated for the Collection of Organic Waste Carts; provided, however, Contractor shall be responsible to ensure its Commercial Organic Waste Recycling Program complies with all provisions of the Applicable Laws related to the use of plastic bags or compostable plastic, including without limitation 14 CCR §18984.1(d) and all related noticing requirements.

(c) As of the effective date of this Third Amendment, the Approved Facility for delivery of Organic Waste Collected from Commercial Premises which is comprised of Food Waste, and not commingled with other Organic Waste, does accept plastics or compostable plastics. Accordingly, Commercial Customers that are provided a service for the Collection of Food Waste segregated from other Organic Waste as part of Contractor's program for the Collection and processing of Organic Waste may place plastic bags or plastic compostable bags, that both comply with all Applicable Laws and meet such criteria as deemed acceptable to the Approved Facility, in Containers designated for the Collection of source separated Food Waste. Contractor shall be responsible to ensure its Commercial Organic Waste Recycling Program complies with all provisions of the Applicable Laws related to the use of plastic bags, or compostable plastic, including without limitation 14 CCR §18984.1(d) and all related noticing requirements.

(d) Contractor shall deliver all Organic Waste it Collects to a properly permitted Organic Waste Processing Facility where it is processed in a manner that complies with all Applicable Laws, including AB 1826, SB 1383 and all associated regulations, using methods that are approved by CalRecycle so as to ensure the handling of such Organic Waste qualifies for diversion credit.

(e) Contractor shall offer the Commercial Organic Waste Recycling Program at rates based on Container size and service frequency that do not exceed the maximum rates set forth in the attached Exhibit A.

(f) On behalf of City, Contractor shall regularly identify opportunities for, barriers to, and incentives for Organic Waste recycling, and shall engage in Customer education and outreach related to Organic Waste recycling, all in a manner that ensures City is in compliance with its related obligations pursuant to the Applicable Laws. The method(s) by which Contractor contacts Customers for these purposes, unless otherwise specified, may be by any reasonable means Contractor desires (which may include direct mail, email, telephone calls, site visits and/or such other methods as Contractor reasonably deems appropriate), provided that such methods result in compliance with all obligations of the Applicable Laws, and any related requirements of CalRecycle.

(g) Contractor shall identify Commercial Premises that create large amounts of Organic Waste, including specifically hotels, business parks, Multi-family Dwelling Customers, Large Venues, Large Events and Tier 1 and Tier 2 Commercial Edible Food Generators. Once identified, Contractor shall engage in education and outreach efforts, including specifically by providing access to employee training materials, in order to encourage such Customers to utilize the Commercial Organic Waste Recycling Program. Contractor shall specifically advise such Customers if they are not in compliance with the Applicable Laws. If necessary for compliance with the Applicable Laws, or if requested by CalRecycle, Contractor shall conduct visual waste audits of Commercial Premises to evaluate their Organic Waste Collection requirements and service level needs. Contractor shall annually contact Customers on behalf of City in a manner that complies with the Applicable Laws, including at Premises that do not participate in Contractor's Commercial Organic Waste Recycling Program, utilize an in-house program, provide Edible Foods to Food Recovery Organizations or Food Recovery Services and/or otherwise recycle or divert Organic Waste. If requested by Customers, Contractor shall inspect their premises as part of such annual contact, and provide training to employees, in a manner reasonably approved by City, regarding the requirements of the Applicable Laws. Contractor shall provide copies to City of waste assessments performed each quarter and submit copies of all waste assessments as part of the annual report to the City in accordance with Section 23.2 of the Agreement as Amended. In the event a Customer refuses to participate in Contractor's Commercial Organic Waste Recycling Program, and does not report to Contractor that it achieves compliance with its obligations under the Applicable Laws through other methods, Contractor shall provide City with Customer's name, address, contact information and such other information available to Contractor as may be requested by City or CalRecycle, in a format approved by City.

(h) Contractor, with such support from City as may be reasonably necessary, shall perform at least the following outreach as part of its Commercial Organic Waste Recycling Program to all applicable Customers:

(i) *Initial Direct Mailing Outreach to be performed by Contractor*

Contractor shall prepare a multi-lingual (at a minimum in English and Spanish, and such other languages as may be reasonably requested by City)

letter regarding the requirements of AB 1826, SB 1383, AB 341 and all related regulations for City approval. Upon receipt of City approval, the letter shall be printed using the City's electronic letterhead and mailed or delivered by Contractor to all Commercial Premises Customers, informing such Customers of the availability of the Commercial provided Organic Waste Recycling Program and the requirements for compliance with AB 1826, SB 1383, and all related regulations. The letter shall note that subscription to Contractor's Organic Waste recycling services is mandatory under State law for Customers that do not receive an Organic Recycling Waiver from City or otherwise comply with their obligations as generators of Organic Waste as set forth in the Applicable Laws. This letter shall be distributed to Customers in a manner that complies with the Implementation, Outreach and Education Plan set forth in Exhibit 2.

(ii) Initial Direct Mailing of Out of Compliance Outreach to be performed by Contractor

On or before February 1, 2023, or as may otherwise set forth and agreed to in the Implementation, Outreach and Education Plan attached hereto as Exhibit 2, Contractor shall prepare a letter for City approval and mail or deliver it to all Customers who are not in compliance with their obligations related to under the Applicable Laws, including those related to SB 1383, AB 1826 and AB 341. The letter shall explain the requirements of the Applicable Laws, detail the Customer's specific reasons for non-compliance, and explain the annual reporting requirements to CalRecycle. The letter is to be printed using the City's electronic letterhead. Contractor shall concurrently provide City with a list of all Customers in non-compliance with their obligations under the Applicable Laws, (including but not limited to a contact person, service and billing addresses, phone number, email, account notes and any other information reasonably necessary) as well as all available information relating to any refusal by the Customer to participate in any program offered by Contractor to achieve compliance with the Applicable Laws, in order that such information may be utilized for enforcement purposes and included in reports to CalRecycle.

Section 7. Amendment to Section 8.5.7 of the Original Agreement. Section 8.5.7 of the Original Agreement is amended to read as follows:

8.5.7. Recycling of C&D Material

Contractor shall comply with all Applicable Laws in connection with temporary services it provides including specifically any ordinance which may be in effect regulating construction and demolition waste (including without limitation the California Green Building Standards Code), and shall comply with any specific diversion levels and project-based diversion reporting that may be required. Contractor shall make all reasonable efforts to recycle all construction and demolition waste it Collects, especially to the degree such loads contain clean inert

materials. Towards this end, Contractor shall provide Customers involved in construction Containers for Recyclable Materials and Organic Waste Collection, and separate Containers within which to Collect different types of marketable materials, such as dirt, steel, concrete, and wood. Contractor shall create educational and outreach materials targeting temporary services Customers, subject to City Approval, which City and or Contractor can provide to such Customers.

Section 8. Amendment to Section 8.6.3.4(G) of the Original Agreement. Section 8.6.3.4(G) of the Original Agreement is amended to read as follows:

(G) Provide City with advice on recycling, source reduction, and other technical assistance related to compliance with the Applicable Laws, including without limitation, assisting City in evaluating new development projects to ensure adequate planning occurs for Containers required by the Applicable Laws.

Section 9. Amendment to Section 10.9 of the Original Agreement. Section 10.9.4.6 is hereby added to the Original Agreement to read as follows:

10.9.4.6 Annual and Ongoing Organic Waste and Recycling Program Outreach to be performed by Contractor to all Customers at both Commercial Premises and Single Family Dwellings.

(a) Contractor, in coordination with City, shall annually contact all Customers and provide information related to the Commercial or Residential Organic Waste Recycling Program, and Commercial or Residential Recycling Program, as applicable to each Customer, including at a minimum the information required by the Applicable Laws (including specifically the information required by 14 CCR Section 18985.1.) Contractor shall annually provide City with a list of all Customers in non-compliance with their obligations related to Organic Waste and/or Recycling under the Applicable Laws (including but not limited to a contact person, service and billing addresses, phone number, email, account notes and any other information reasonably necessary) as well as all available information relating to any refusal by the Customer to participate in either the Commercial or Residential Recycling Program or Organic Waste Recycling Program, as applicable, in order that such information may be used for enforcement purposes and included in reports to CalRecycle.

(b) The attached Exhibit 2 is Contractor's initial Customer SB 1383 Implementation, Outreach and Education plan related to the services set forth in this Third Amendment, including specifically those related to SB 1383. Contractor shall implement and follow all timelines, planned tasks, and schedules contained in its Implementation, Outreach and Education plan. Thereafter, not less than ninety (90) days prior to the anniversary of the effective date of this Third Amendment each year, or more frequently if deemed necessary and requested by City, Contractor shall submit a proposed update to the Implementation, Outreach and Education Plan for the upcoming year to City demonstrating its compliance with its obligations hereunder, which shall be subject to the City Manager's reasonable

approval. Contractor shall implement the activities identified in each annual update to the Implementation, Outreach and Education Plan in accordance with the time schedule to be included in such plan.

(c) Contractor shall perform at least the following ongoing outreach efforts, and the City Manager may request that such efforts be modified as may be deemed necessary, which requests will be honored by Contractor so long as they are reasonable and cost neutral:

(i) Provide Organic Waste recycling information to all Commercial Premises including Step by Step process; guidelines for new employee training; do's and don'ts of separation; signage examples; source reduction suggestions; links to online Contractor and City programs/resources; Good Samaritan Law definition; information on environmentally preferable purchasing policies; and resource list of sustainability programs and toolkits from trade organizations like the National Restaurant Association and US Composting Council Curb to Compost Toolkit and/or government agencies like the EPA toolkit for Reducing Food Waste and Packaging and FTC Guidelines on compostable and degradable claims.

(ii) Provide samples of indoor and outdoor Container options and signage.

(iii) Contact or provide information to help identify Customer's "startup team" to implement the program and provide long term support.

(iv) If necessary or if requested by Customers, conduct a comprehensive, in-house, multi-lingual training with kitchen and janitorial staff.

(v) Follow-up and monitor to ensure successful participation, which shall include visual audits and additional training when reasonably necessary.

(vi) Create solutions for the identified challenges and waste stream specifics.

(vii) Provide Customers with outreach and educational materials, which materials shall be updated as necessary on an annual basis in a manner approved by City.

(viii) Be responsible for distribution of newsletters to Customers at Commercial Premises and Multi-Family Dwellings two times per year (in addition to the Annual Notice requirement of Section 10.9.4 of the Agreement for a total of three times per year) and Customers at Single Family Dwellings four times per year containing outreach and educational materials to be approved by City; provided, however, during the first year following the effective date of this Third Amendment only three such newsletters shall be required to be distributed to Customers at Single Family Dwellings and rather than a fourth newsletter, Contractor shall provide such Customers with stick-on labels designed to be affixed on Recycling and

Organic Waste Carts, identifying the proper materials to be placed therein for Collection.

(ix) Connect Customers with Food Recovery Organizations and Food Recovery Services.

Section 10. Container Contamination Monitoring. Contractor shall provide a Container contamination monitoring program in connection with all Customers that complies with all Applicable Laws, and is approved by the City, which at a minimum meets the following requirements:

(a) Contractor shall provide ongoing education and outreach to Customers that at a minimum meets the criteria set forth in Exhibit 2, Contractor's SB 1383 Implementation, Outreach and Education Plan developed enable it to implement the services set forth in this Third Amendment, including specifically those related to SB 1383, and which is intended to provide information related to the proper materials to place in each Container with sufficient specificity to enable Customers to understand Contractor's Recycling and diversion program, and their obligations as Customers, and generators of Solid Waste, under the Applicable Laws, including compliance with City ordinances. Contractor shall implement and follow all timelines, planned tasks, procedures, proposed staffing assignments, and schedules contained in its implementation plan.

(b) Contractor shall provide on-going monitoring of the contents of Containers, using a method that is approved by City and complies with all Applicable Laws including specifically, without limitation 14 CCR § 18984.5, and may accomplish its obligations hereunder by physical inspection of the contents of Containers by Collection personnel at the time of Collection, or use of cameras which view, record, and save images of the contents of Containers.

(c) Contractor shall take such steps as are necessary to comply with its on-going Container contamination monitoring obligations hereunder, and in so doing shall at a minimum assign 0.13 of a "full time" staff person (meaning a typical forty (40) hour per week job assignment, taking into account typical leave time) to perform the function of a "route auditor" to conduct inspections of Containers and otherwise be responsible for contamination compliance monitoring and related reporting in compliance with the Applicable Laws. The route auditor shall perform and/or oversee Contractor's inspection and other monitoring and enforcement-related functions, prepare reports required by CalRecycle, which shall be certified by Contractor as to completeness and accuracy, conduct public outreach and education, participate in and facilitate community events throughout the year to promote Contractor's programs, and assist with resolution of Customer complaints. Contractor shall keep records documenting the route auditor's activities, in a manner subject to the City Manager's reasonable approval, sufficient to substantiate the requirement that 0.13 persons on a "full time" assignment has been satisfied

(d) In the event Contractor encounters a contaminated Container, meaning ten percent (10%) or more of the contents of the Container is comprised of materials other than that for which the Container is designated, Contractor shall document the contaminated Container in a manner satisfactory to City which at a minimum demonstrates (i) ten percent (10%) or more of the contents of the Container is comprised of materials other than that for which the Container is designated, and (ii) the identity of the Customer to whom the Container was provided by Contractor. Contractor shall record such event in a computer logging/data-base system and include the date, time, Customer's address, type of Container (i.e., whether designated for general Solid Waste, Organic Waste, or Recyclable Materials) as well as video or photographic evidence of the contamination directly connecting it to the customer/owner of the Container, and shall retain the video/photographic evidence of the incident to enable reasonable review, including review in connection with challenges by Customers to Contractor's determination a Container was contaminated. Contractor shall notify the Customer of the contamination incident as soon as reasonably feasible, and provide the information required by this Section to the Customer upon request. In addition, Contractor shall provide the Customer with education materials related to the appropriate items to be placed in each Container. Contractor shall maintain the forgoing records and provide them to the City as part of its quarterly reporting, or more frequently if necessary to comply with enforcement obligations set forth in the Applicable Laws.

(e) Upon discovering a contaminated Container, Contractor shall also leave a notice on site for the Customer at a location where the Customer is reasonably likely to observe it. Contractor shall then Collect the contaminated Container and deliver the contents to a facility properly permitted to receive it. Contractor shall Collect a contaminated Container no later than the end of the business day following its regularly scheduled Collection day.

(f) Following July 1, 2023, Contractor may charge Customers at Single Family Dwellings a contamination fee in an amount that does not exceed that set forth in Exhibit for each occurrence upon which a Container designated for the Collection of Organic Waste or Recyclable Materials is contaminated and is nevertheless is placed out for Collection. In order to impose a contamination fee, Contractor shall have (i) complied with subsections (d) and (e) above; (ii) shall have provided three notices pursuant to subsection (e) above of contamination occurring after July 1, 2023, which notices shall include the date of the contamination incident; as well as a notification that a contamination fee may be imposed upon the forth, and any subsequent instances of contamination; and (iii) shall have advised the Customer in connection with each such notice given after July 1, 2023 that that any challenge to the determination that their Container was deemed to be contaminated must occur within sixty (60) days of the date of the notice (with challenges following the same procedure as noted below related to challenges to the imposition of a contamination fee.) Once the above criteria has been satisfied for any given Customer, a contamination fee as set forth herein may be imposed upon such Customer for each occurrence upon which a Container designated for the Collection of Organic Waste or Recyclable Materials is contaminated and is nevertheless is placed out for

Collection by including such contamination fee on the Customer's regular invoice. For each instance in which such a fee is imposed, Contractor shall have complied with subsections (d) and (e) above, and shall additionally provide the date of the contamination incident as part of the invoice to the Customer related to the contamination fee; as well as a notification that any challenge to the contamination fee must occur within sixty (60) days of the date of the invoice. The invoice shall also provide information regarding the process by which to challenge the appropriateness of the contamination fee. Contractor shall establish a process for Customers to bring such challenges, which shall include an opportunity for Customers to receive the information required in subsection (d) and to present to Contractor any evidence it may have, with such process subject to the City Manager's approval. Contractor's photos showing the information required by subsection (d) shall create a rebuttable presumption that the Container in question was contaminated. The Customer shall then have the burden of proof that there was no contamination in making a challenge. Contractor shall provide City with a summary of any such challenges including Contractor's determination as to whether to impose the contamination fee, and the City Manager shall have the ability to overrule any such determination, provided the City Manager's decision is supported by facts which meet the substantial evidence test.

(g) Contractor may charge Customers at Commercial Premises or Multi-Family Dwellings a contamination fee in an amount that does not exceed that set forth in Exhibit A for each occurrence upon which a Container designated for the Collection of Organic Waste or Recyclable Materials is contaminated and is nevertheless placed out for Collection. In order to impose a contamination fee, Contractor shall have complied with subsections (d) and (e) above, and shall additionally provide the date of the contamination incident as part of an invoice to the Customer related to the contamination fee; as well as a notification that any challenge to the contamination fee must occur within sixty (60) days of the date of the invoice. The invoice shall also provide information regarding the process by which to challenge the appropriateness of the contamination fee. Contractor shall establish a process for Customers to bring such challenges, which shall include an opportunity for Customers to receive the information required in subsection (d) and to present to Contractor any evidence it may have, with such process subject to the City Manager's approval. Contractor's photos showing the information required by subsection (d) shall create a rebuttable presumption that the Container in question was contaminated. The Customer shall then have the burden of proof that there was no contamination in making a challenge. Contractor shall provide City with a summary of any such challenges including Contractor's determination as to whether to impose the contamination fee, and the City Manager shall have the ability to overrule any such determination, provided the City Manager's decision is supported by facts which meet the substantial evidence test.

(h) Contractor shall provide information to City regarding Container contamination in the reports it submits to City, with sufficient specificity to enable City to determine if enforcement action against the Customer is warranted and meet the reporting requirements of SB 1383. In addition, Contractor shall maintain the

above noted records related to contamination and provide them to City, and otherwise assist City with such enforcement efforts as City may deem appropriate.

(i) Contractor, using the route auditor noted herein and such other resources as may be necessary, shall perform route reviews of each route in City on an ongoing basis in a manner that meets the requirements of 14 CCR § 18984.5, and is approved by City. Once such action is completed, Contractor shall provide any notification to Customers as may be required by the Applicable Laws. Contractor shall keep records of the reviews conducted pursuant to this provision, including specifically the records required by 14 CCR § 18984.6, and provide such records to City upon request. In addition, Contractor shall include a summary of such information in a form acceptable to City, in its monthly, quarterly, and annual reports to City.

Section 11. Routes. The consent provided in Section 8.3.11.1 of the First Amendment which authorized commingling of Organic Waste routes is hereby rescinded, and Section 8.1.6 of the Original Agreement is amended to read as follows, with the intention of prohibiting comingling of routes within City with routes in any other jurisdiction:

8.1.6 Commingling of Routes

Contractor shall establish routes for all Customers in City, and provide City with maps, or other means satisfactory to City demonstrating such routes. The routes shall be sufficiently identified to enable the City to effectuate and ensure compliance with its obligations pursuant to 14 CCR §§ 18984.5 and 18984.6. Contractor shall not during its Collection process commingle Solid Waste Collected hereunder with Solid Waste Collected in any other city, or on behalf of any other entity operating or existing within City that is not subject to this Agreement, and is specifically prohibited from combining Collection routes related to services provided pursuant to this Agreement with Collection routes for other jurisdictions it may service. Notwithstanding the forgoing, if Contractor utilizes a methodology satisfactory to the City Manager and CalRecycle to account for one or more types of Solid Waste Collected within City, and Contractor obtains the written consent of the City Manager for Contractor to commingle such Solid Waste with Solid Waste Collected from other jurisdictions, Contractor may commingle such Solid Waste Collected within the City in a Collection Vehicle with Solid Waste Collected from Premises in other jurisdictions. The City Manager may grant his/her consent for such commingling in his/her absolute and sole discretion if he/she determines the methodology used to account for commingled Solid Waste is reasonably likely to result in the City being in compliance with the Applicable Laws; and, similarly may withdraw his/her consent if he/she determines the methodology used to account for commingled Solid Waste is reasonably likely to result in the City not being in compliance with the Applicable Laws. As of the effective date of the Third Amendment, commingling of routes for the Collection of Recyclable Material and Organic Waste from Customers at Commercial Premises and Multi-Family Dwellings is approved by the City, using a methodology for tracking such types of Solid Waste generated in the City and in other jurisdictions that is premised upon Container capacity.

Section 12. Edible Food Recovery Contractor shall assist with Edible Food Recovery efforts by City and Customers, and fund such efforts as follows:

(a) Assistance with Edible Food Recovery Obligations. Contractor shall assist City and Customers in meeting their obligations set forth in 14 CCR Chapter 12, Article 10 §§ 18985.1 through 18985.5, by at a minimum providing the following services:

(i) As of the effective date of this Third Amendment, Contractor has identified all Commercial Customers that meet the definition of Tier One and Tier Two Commercial Edible Food Generators. Contractor shall identify all new Customers meeting this criteria on an ongoing basis. Contractor shall create, and keep current, a list of such Customers which list shall include: Customer name; service address; contact information; Tier One or Tier Two classification; type of business (as it relates to the Tier One and Tier Two Commercial Edible Food Generator definitions); and such other information as may be required by City to enable it to contact the Customer. Contractor shall provide a summary of this information in a form acceptable to City as part of its monthly, quarterly, and annual reports to City.

(ii) Contractor shall cooperate with and assist City and/or its consultants in conducting annual inspections of Tier One and Tier Two Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services to assess their compliance with the requirements of 14 CCR Chapter 12 Article 10.

(iii) At least annually Contractor shall provide Tier One and Tier Two Commercial Edible Food Generators with the following information:

(A) Information about the Contractor's and/or City's Edible Food Recovery program;

(B) Information about the Commercial Edible Food Generator requirements under 14 CCR Chapter 12 Article 10;

(C) Information about Food Recovery Organizations and Food Recovery Services operating within the City, including information regarding how to contact such Food Recovery Organizations and Food Recovery Services; and,

(D) Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

(iv) Contractor may provide the information required by this Section to Customers by including it with regularly scheduled notices, education and outreach materials, billing inserts, or other information disseminated to Commercial Businesses.

(v) Contractor shall cooperate with City, Food Recovery Organizations, and/or Food Recovery Services in connection with the implementation, expansion, or operation of Food Recovery efforts in the City.

(vi) Contractor shall assist City, as well as operators of Large Venue's and Large Events with reporting and other assistance necessary to meet their Edible Food Recovery and other requirements under the Applicable Laws, including without limitation, SB 1383 and its implementing regulations.

(vii) Contractor shall keep records of its efforts in connection with this Section provision, as well as records that provide its best estimate of the total tonnage of Edible Food recovered within City, and shall provide summaries of such information in a form acceptable to City as part of its monthly, quarterly, and annual reports to City.

(b) Edible Food Recovery Funding. On or before June 30, 2023 and each June 30 thereafter during the Term, Contractor shall provide City with funding to assist it with contracting with third parties that will facilitate compliance with City's obligations under 14 CCR Chapter 12, Article 10 (the "Edible Food Recovery Payment.") The Edible Food Recovery Payment due on or before June 30, 2023 shall be the amount of \$19,200.00. Thereafter, the annual amount of the Edible Food Recovery Payment due on or before June 30 each year shall be annually adjusted by the same formula set forth in Section 24.3 of the Original Agreement (as amended by this Third Amendment.)

Section 13. Assistance with Organic Recycling Waivers

(a) Contractor shall assist Customers in assessing if they qualify for an Organics Recycling Waiver, and provide such assistance as may be necessary for the Customer and City to evaluate any application submitted for such a Waiver. Such assistance shall include a review of the Customer's Waiver application, and providing City with any information, including video/photographs or data regarding the Customer's Premises, service levels or other factors which may be necessary to enable City to evaluate a waiver request.

(b) City shall advise Contractor of any Organics Recycling Waivers it grants. Thereafter, at least once every five (5) years, or more often if requested by City, Contractor shall conduct such investigation and fact finding as may be necessary to verify that the criteria by which City granted the Waiver continues to exist.

(c) Contractor shall maintain a record of each Organics Recycling Waiver, and any efforts it undertakes in connection with verifying ongoing applicability of the Waiver criteria. A summary of such information shall be provided by Contractor, in a form acceptable to City along with Contractor's monthly, quarterly, and annual reports to City.

Section 14. Dedicated Recycling Coordinator

Contractor shall assign fifty-one tenths (0.51) of a staff persons' time to act as a "full time" Recycling coordinator to City (meaning a typical forty (40) hour per week job assignment, taking into account typical leave time) who shall be responsible for assisting with public education and outreach as well as compliance with AB 939, AB 341, AB 1826, SB 1383, related Food Recovery efforts, and such other of the Applicable Laws related to Diversion and Recycling as may be applicable during the Term. The Recycling coordinator shall coordinate with City in connection with AB 939, AB 341, AB 1826, and SB 1383 program implementation and shall oversee and/or prepare reports required by CalRecycle, which shall be certified by Contractor as to completeness and accuracy, conduct public outreach and education, participate in and facilitate community events throughout the year to promote Contractor's programs, and assist with resolution of Customer complaints. The Recycling coordinator shall coordinate with City Staff on a regular basis, anticipated to be at least weekly, to discuss ongoing efforts, and any related issues. Contractor shall keep records documenting the Recycling coordinator's activities, in a manner subject to the City Manager's reasonable approval, sufficient to substantiate the requirement that fifty-one tenths (0.51) persons on a "full time" assignment has been satisfied.

Section 15. Amendment to Section 26.1 of the Original Agreement. Section 26.1 of the Original Agreement is hereby amended to read as follows:

26.1 Flow Control Option

City shall have the authority to choose the location for the delivery and/or disposal of all Solid Waste, including without limitation Recyclable Materials, Organic Waste, and construction and demolition waste Collected pursuant to this Agreement (hereinafter City's "Flow Control Option"). Contractor expressly consents to City's exercise of it's Flow Control Option, and waives any and all rights to challenge City's ability to do so, including without limitation any rights under the Commerce Clause of the United States Constitution. As of the Effective Date, City shall be deemed to have exercised its Flow Control Option so as to require disposal of Solid Waste Collected hereunder at the Orange County landfill system in a manner consistent with its obligations under the County Agreement (including, without limitation, its obligations related to Solid Waste that is delivered to a processing/transfer facility prior to being delivered to a landfill for disposal), and Contractor has agreed to handle all Solid Waste Collected hereunder in a manner consistent with City's exercise of its Flow Control Option as noted above. Contractor may utilize the Approved Facility(ies) for the delivery, transfer and processing of Recyclable Materials and Organic Waste understanding any residue from processing must be handled in a manner that is consistent with City's obligations under the County Agreement. Notwithstanding any provision of the Agreement to the contrary, including specifically Section 6 of the First Amendment, at any time during the Term of the Agreement the City Manager may notify Contractor in writing that City desires to exercise its Flow Control Option

with regard to the Recyclable Materials and/or Organic Waste; or, alternatively, that it no longer desires to exercise its Flow Control Option as noted above. In the event City so notifies Contractor, the Parties shall work together to arrive at an adjustment to the maximum rates set forth in Exhibit A, either upward or downward as the case may be, to reflect any increased or decreased costs Contractor incurs as a result of the resulting change.

Section 16. Reports. The Following provisions are added to the Agreement related to reporting:

(a) General Application and Interpretation.

Contractor agrees to provide all information in its control necessary for City to meet its monthly, quarterly, and annual reporting obligations under the Applicable Laws, and to do so in a format reasonably acceptable to City. The following provisions shall supplement the reporting requirements of the Agreement, generally found in Section 23 thereof (and may be duplicative of existing requirements), and are intended to be read together with existing reporting requirements. The express requirements set forth herein are not intended as a limitation, but rather set forth minimums which Contractor shall comply with in order to meet its obligation to provide information and reports. Contractor shall provide any additional information or reports requested by City to enable it to meet its obligations under the Applicable Laws not set forth herein. All reports shall be prepared in a manner that will enable the City to meet its current, and any future reporting requirements to CalRecycle under the Applicable Laws. Any ambiguity between the existing provisions of the Agreement and the requirements set forth herein shall be resolved by the City Manager.

(b) Use of Reporting Software. Contractor shall utilize computer software, satisfactory to City, designed for monitoring and reporting related to the Organic Waste diversion obligations spelled out in the Applicable Laws, and shall be responsible for costs associated therewith.

(c) Customized Reports. Upon request from City, Contractor shall prepare and provide customized reports from records Contractor is required to maintain; and, further, Contractor shall provide all required reports in any reasonable format requested by City.

(d) Monthly Reports.

At a minimum, Contractor shall on a monthly basis report the following to the City, with each monthly report including a year-to-date summary page as well as the data submitted from the monthly report(s) submitted in the previous calendar year:

- (i) total quantities in tons of Diversion in a manner that complies with the Applicable Laws and is acceptable to CalRecycle.

(ii) number of Containers, broken down by Container type utilized and Container capacity

(iii) the total number of Organic Recycling Waivers, and/or waivers related to the recycling requirements of AB 341, which were granted and the total number of related verifications performed by Contractor

(iv) total number of Organic Recycling Waivers and/or waivers related to the recycling requirements of AB 341, which were requested and a summary of status of each

(v) a report of contamination monitoring activities including:

- the number of route reviews and/or waste evaluations conducted and a summary thereof;
- a description of the process used for determining the level of contamination;
- a summary of actions taken in cases where contamination was identified
- a summary of contamination fees assessed, broken down by Customer type and amounts.

(vi) a report listing all complaints asserting lack of compliance with any of the Applicable Laws, including specifically SB 1383, AB 1826 and AB 341, and a summary of action taken in connection with each.

(vii) a report of activities related to Edible Food Generators as required by CalRecycle, including, but not limited to:

- the total number of known Tier One and Tier Two Commercial Edible Food Generators located within the City.
- the number of known Food Recovery Services and Food Recovery Organizations located and operating within the City that contract or have written agreements with Commercial Edible Food Generators for Food Recovery
- the number of Tier One and Tier Two Commercial Edible Food Generators participating in an Edible Food Recovery program

(e) Quarterly and Annual Reports

Contractor shall on a quarterly and annual basis provide a summary of the information required in the monthly reports, in a format reasonably acceptable to City, and such other information and/or back up data as may be requested by City to enable it to comply with its obligations under the Applicable Laws.

Section 17. Records. The following paragraph is added to Section 28.1 of the Original Agreement:

Contractor shall keep all records related to its performance and obligations under this Agreement, included specifically any records that reflect actions taken related to City's

obligations under the Applicable Laws which have been delegated to it, in a manner which makes them easily accessible, and readily available. Contractor shall produce any such records to City within 5 business days of any request from City.

Section 18. Amendment to Exhibit B – Container Specifications. Exhibit B to the Original Agreement which provides specifications for Contractor’s Containers is amended to read in its entirety as set forth in Exhibit 3 hereto.

Section 19. Reimbursement of Negotiation Costs. As part of the consideration for entering this Third Amendment, Contractor shall, on or before February 1, 2023, pay to City a one-time lump sum payment of Two Hundred Thousand dollars (\$200,000.00) to reimburse the City for its staff expenses and out-of-pocket costs (including specifically consultant and legal fees) incurred in connection with negotiating this Third Agreement with Contractor.

Section 20. Amendment to Section 11 – Contractor’s Consideration. Sections 11.3 and 11.5 of the Original Agreement are amended in their entirety to read as follows:

11.3 Administrative Cost Reimbursement

Contractor shall make an annual payment to City in the amount of One Hundred Thousand Dollars (\$100,000) to defray its administrative costs related to this Agreement (the "Administrative Cost Reimbursement"). Commencing July 1, 2023, the amount of the Administrative Cost Reimbursement shall be adjusted by a percentage equal to the change in the annual average of the Consumer Price Index ("CPI") for All Urban Consumers, CUURS49ASA0 not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim for the twelve (12) month period ending the December immediately prior to the applicable adjustment date. The Administrative Cost Reimbursement Shall be due on or before July 1 each year, commencing on July 1, 2022. If any Administrative Cost Reimbursement is not paid by Contractor within thirty (30) days after the above stated due date, and in addition to any other remedy provided by law, Contractor shall pay to City a penalty in an amount equal to ten percent (10%) per month, or portion thereof, of the amount owing until paid.

11.5 Services at City Facilities.

Contractor shall provide Solid Waste Handling Services at all Premises owned and/or operated by the City, at no cost to City, and shall provide Containers for such service as City deems appropriate for each of its various Premises (i.e., Carts, Bins or Rolloff Boxes); provided however, Contractor shall not be required to provide such services at no cost in connection with construction or demolition projects at City facilities. Such services shall be provided for all existing City facilities, as they may be expanded from time to time, as well as all new or additional facilities acquired/constructed during the Term hereof. Contractor shall carry out its obligations pursuant to this provision in a manner, and to a degree, approved by the City Manager, and shall do so in a manner that complies with all

Applicable Laws, including by providing such services as required by AB 341 and SB 1383 and its implementing regulations.

Section 21. Labor Disturbances.

In the event of any strike or other labor disturbance, Contractor shall set out Bins or Roll Off boxes at locations designated by the City Manager to Collect Solid Waste which may be deposited therein by members of the public. Contractor shall not charge for this service. The location and total number of Containers to be utilized shall be determined by mutual agreement between Contractor and the City Manager, but at a minimum Contractor shall provide Containers with a capacity of three hundred thirty two (332) cubic yards and such Containers shall be Collected and replaced as frequently as necessary to avoid any impact on public health, as determined by the City Manager.

Section 22. Amendment to Section 18.8.3. Section 18.8.3 of the Original Agreement is amended to add a new subsection 18.8.3.6 each to read as follows:

18.8.3.6 Compliance with SB 1383 and Related Obligations

(A) Use of Unauthorized Facilities. For each individual occurrence, which does not constitute a force majeure event, of delivering materials Collected to other than an Approved Facility(ies) - \$100 per ton or portion thereof per offense.

(B) Failure to Perform Contamination Monitoring Requirements. For each failure to timely conduct required contamination monitoring - \$100 per route per occurrence.

(C) Failure to Conduct Compliance Tasks. For each failure to timely conduct any required compliance review - \$100 per occurrence.

(D) Failure to Issue Contamination Notices/Maintain Records. For each failure to timely issue contamination notices and/or properly maintain records related to an incident of contamination - \$100 per incident.

Section 23. Triennial Compliance Review. Section 28.3 of the Original Agreement is amended to read as follows:

28.3 Triennial Compliance Review

City intends to review Contractor's performance once every three years to ensure compliance with the terms and provisions of this Agreement ("Triennial Compliance Review"). At a minimum, City intends to have internal staff or outside consultants review Contractor's performance to ensure ongoing compliance with the terms hereof, including, but not limited to, the payment of required fees, performance of the services stated herein, implementation of programs required under the Agreement, Contractor's maintenance and upkeep of records, and compliance with all Applicable Laws. Contractor shall provide any and all

information reasonably requested by City in connection with its efforts to ensure compliance with the terms hereof, regardless of whether such information is specifically otherwise called out herein as an item that Contractor is required to maintain and provide to City. Contractor shall reimburse City up to Forty-Five Thousand Dollars (\$45,000) for the costs City incurs for each Triennial Compliance Review, with such amount being adjusted each July 1, commencing July 1, 2023, by a percentage equal to the change in the annual average of the Consumer Price Index ("CPI") for All Urban Consumers, CUURS49ASA0 not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim for the twelve (12) month period ending the December immediately prior to the applicable adjustment date.

Section 24. Amendment to Section 8.8 – Manure. Section 8.8 of the Original Agreement is amended to read as follows:

8.8 Manure Collection

Contractor may provide Customers whose premises are zoned in a manner authorizing equestrian or other large animals to be kept on site, and who so request, with Bins for the Collection of manure at rates that do not exceed the maximum rates set forth on Exhibit A. Collection of manure is not subject to the exclusivity provisions of this Agreement, and Customers may contract with persons or entities other than Contractor for the removal of manure from their Premises.

Section 25. Adjustment to Maximum Rates to Address Organic Waste Recycling Programs

As reflected in the Recitals, Sections 8.2.5 and 8.4 and of the Original Agreement require that the parties meet and confer in good faith to arrive at an adjustment to the maximum rates Contractor may charge in order to compensate it for any new program agreed upon to comply with SB 1383. The Parties Acknowledge that the First Amendment included an adjustment to maximum rates, as well as an ongoing adjustment formula related thereto, to account for Organic Waste Recycling for Commercial Premises (which includes Multi-Family Dwellings) and specifically the Collection of Organic Waste and its delivery to and processing at an appropriate Organic Waste Processing Facility. As part of the negotiations leading up to this Third Amendment, the parties recognized and hereby agree that the adjustment formulas for the maximum rates that were unique to Organic Waste Recycling for Commercial Premises are no longer relevant and hence are hereby superseded by this Third Amendment. Commencing on the effective date of this Third Amendment, the service component of all maximum rates shown on Exhibit A will be subject to the adjustment formula set forth in Section 24.3 of the Original Agreement, subject to the amendment to Section 24.3 set forth herein.

Section 26. Amendment to Sections 11.7, 11.7.5 and 24.3 of the Original Agreement.

Sections 11.7, 11.7.5 and 24.3 of the Original Agreement each contain an adjustment formula based on the Consumer Price Index for all Urban Consumers, CUURA421SA0

not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles County, Riverside County, Orange County. Each of these formulas is hereby amended so as to apply the Consumer Price Index for All Urban Consumers, CUURS49ASA0 not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim, and otherwise the adjustment formulas set forth in each applicable Section remain unchanged.

Section 27. Amendment to Section 11.7.5 Emergency Services. Section 11.7.5 is amended such that the hourly rate contained therein shall be \$120.00/hour, which shall include one staff member and one Collection vehicle.

Section 28. Compost Giveaway. Contractor shall at minimum conduct two compost giveaway events, at dates and locations to be agreed upon with City. Contractor shall provide compost at such events free to City residents, with such residents being responsible to provide their own containers, bags, or other means to load compost into their vehicles. Contractor shall keep records of the amount of compost distributed at such events and provide such records to City on an annual basis.

Section 29. Amendment to Section 9.5 of Original Agreement.

The following language is added to the end of Section 9.5 of the Original Agreement: Contractor shall provide a copy of its maintenance records, in a format acceptable to City, on or before August 1 each year, reflecting the requirements of Section 9 of this Agreement as applicable to every vehicle used for Collection during July 1 to June 30 of the preceding year, accompanied by a report detailing any such requirements which were not met for each such vehicle.

Section 30. Amendment to Section 8.2.14. The following language is added to the end of existing Section 8.2.14:

Without regard to whether a Non-Controlled Medication Collection Program is requested by City, Contractor shall include information regarding opportunities to dispose of unused or unwanted medications in its educational and outreach materials provided to Customers at Single Family Dwellings.

Section 31. Amendment to Exhibit A

Exhibit A to the Agreement is hereby replaced in its entirety with the new Exhibit A attached hereto as Exhibit 4. Exhibit 4 hereto reflects the following revisions to Exhibit A to the Agreement:

(a) Exhibit 4 sets forth the maximum rates for services that will be effective as of July 1, 2022 upon this Third Amendment taking effect, as adjusted per the Agreement (including adjustments that occurred as a result of the First and Second Amendments), since the Effective Date.

(b) Included in the maximum rates reflected in Exhibit 4 are adjustments to maximum rates that previously existed, and new maximum rates related to the various adjustments made to as part of the Third Amendment to carry out Sections

8.2.5 and 8.4 and of the Original Agreement which required that the parties meet and confer in good faith to arrive at an adjustment to the maximum rates Contractor may charge in order to compensate it for any new program agreed upon to comply with SB 1383.

Section 32. Procurement Agreement. The parties are in the process of negotiating an agreement (the "Procurement Agreement") by which to enable City to comply with its procurement obligations as set forth in 14 CCR §18993.1. The City Manager is hereby authorized to execute the Procurement Agreement on behalf of the City.

Section 33. Unaffected Provisions Remain in Full Force. All provisions of the Agreement, as Amended by the First Amendment, and Second Amendment, excepting for those expressly amended by this Third Amendment, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment to be effective as of July 1, 2022.

CITY OF YORBA LINDA

By: _____
Carlos Rodriguez
Mayor

ATTEST:

By: _____
Marcia Brown
City Clerk

**APPROVED AS TO FORM:
RUTAN & TUCKER LLP**

By: _____
Todd Litfin
City Attorney

**REPUBLIC WASTE SERVICES
OF SOUTHERN CALIFORNIA, LLC**

By: _____
Its: _____

ACKNOWLEDGEMENT AND CONSENT BY CORPORATE GUARANTOR

A. Republic Waste Services of Southern California, LLC hereinafter (“Contractor”) is an affiliate of Republic Services, Inc., a Delaware corporation (“Guarantor”).

B. Guarantor has entered a Corporate Guarantee (the “Guarantee”) related to Contractor’s obligations pursuant to the Agreement, and the First Amendment, as defined above.

C. Guarantor hereby acknowledges and consents to the provisions of the forgoing Second Amendment, and agrees that its obligations as set forth in the Guarantee provided as Exhibit C to the Agreement, shall apply equally to the Agreement as amended by the First Amendment and Second Amendment set forth above as if fully restated.

GUARANTOR:

Republic Services, Inc., a Delaware Corporation

By:_____

EXHIBIT 1
APPROVED FACILITIES

Approved Facility Type	Required Facility Information
Approved Transfer Facility(ies)	<p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none"> • Address: 1131 N. Blue Gum St. Anaheim, CA 92806 • Operator: Republic Services • SWIS Number: SWIS 30-AB-0335 • Facility Type: Materials Recovery Facility and TS • Material Type(s): Source Separated Recyclable Materials, Yard Waste , Food Waste, Source Separated Organic Materials , C&D , MSW <p>Facility Name: Rainbow Transfer/Recycling</p> <ul style="list-style-type: none"> • Address: 17121 Nichols Ln Huntington Beach CA, 92647 • Operator: Republic Services • SWIS Number: SWIS 30-AB-0099 • Facility Type: Materials Recovery Facility and TS • Material Type(s): Source Separated Recyclable Materials, Yard Waste , Food Waste, Source Separated Organic Materials , C&D , MSW • (If Applicable) Transfer Facility: Transfer/Recycling
Designated Disposal Facility(ies)	<p>Facility Name: Olinda Alpha Landfill</p> <ul style="list-style-type: none"> • Address: 1942 N. Valencia Avenue Brea, CA 92823 • Operator: OC Waste and Recycling • SWIS Number: SWIS 30-AB-0035 • Facility Type: Landfill • Material Type(s): MSW • (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS <p>Facility Name: Frank R. Bowerman Sanitary LF</p> <ul style="list-style-type: none"> • Address: 11002 Bee Canyon Access Road, Irvine, CA 92618 • Operator: OC Waste and Recycling • SWIS Number: 30-AB-0360 • Facility Type: Landfill • Material Type(s): MSW • (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS

Approved Facility Type	Required Facility Information
Approved C&D Facility(ies)	<p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none"> • Address: 1131 N. Blue Gum St. Anaheim, CA 92806 • Operator: Republic Services • SWIS Number: SWIS 30-AB-0335 • Facility Type: Materials Recovery Facility and TS • Material Type(s): Source Separated Recyclable Materials, Yard Waste , Food Waste, Source Separated Organic Materials , C&D , MSW
Approved Organic Materials Processing Facility(ies)	<p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none"> • Address: 1131 N. Blue Gum St. Anaheim, CA 92806 • Operator: Republic Services • SWIS Number: SWIS 30-AB-0335 • Facility Type: Materials Recovery Facility and TS • Material Type(s): Source Separated Recyclable Materials, Yard Waste , Food Waste, Source Separated Organic Materials , C&D , MSW <p>Facility Name: Agromin OC Chino</p> <ul style="list-style-type: none"> • Address: 8100 Chino Corona Rd. Chino, CA • Operator: Agromin • SWIS Number: SWIS 36-AA-0499 • Facility Type: Composting site • Material Type(s): Organics • (If Applicable) Transfer Facility: <p>Facility Name: Agromin Los Alamitos Product Process. Op</p> <ul style="list-style-type: none"> • Address: 4216 Constitution Avenue Los Alamitos, CA 90720 • Operator: Agromin • SWIS Number: 30-AB-0471 • Facility Type: Composting • Material Type(s): Organics • (If Applicable) Transfer Facility: <p>Facility Name: Agromin OC- Oceanside Green Materials</p> <ul style="list-style-type: none"> • Address: 1200 Wilshire Rd. Fallbrook, CA 92028 • Operator: Agromin • SWIS Number: 37-AA-0991 • Facility Type: Composting • Material Type(s): Organics • (If Applicable) Transfer Facility:

Approved Facility Type	Required Facility Information
	<p>Facility Name: Recology Blossom Valley Organics</p> <ul style="list-style-type: none"> • Address: 6061 N Wheeler Ridge Rd. Lamont, CA 93242 • Operator: Recology • SWIS Number: SWIS 15-AA-0307 • Facility Type: Composting • Material Type(s): Organics • (If Applicable) Transfer Facility: <p>Facility Name: Kochergen Farms Composting</p> <ul style="list-style-type: none"> • Address: Avenal Cutoff Rd. and Omaha Ave. Avenal CA 93239 • Operator: Kochergen Farms • SWIS Number: SWIS 16-AA-0022 • Facility Type: Composting • Material Type(s): Organics • (If Applicable) Transfer Facility: <p>Facility Name: Republic Services Copper Mountain Landfill</p> <ul style="list-style-type: none"> • Address: 34853 East County 12th Street, Wellton, AZ 85356 • Operator: Republic Services • SWIS Number: None • Facility Type: Landfill • Material Type(s): Organics • (If Applicable) Transfer Facility: <p>Facility Name: Rialto BioEnergy Facility,</p> <ul style="list-style-type: none"> • Address: 503 East Santa Ana Avenue Rialto, CA 92376 • Operator: Anaergia Services • SWIS Number: SWIS 36-AA-0446 503 • Facility Type: Large Volume In-Vessel Digestion Facility • Material Type(s): Source Separated Organic Materials • (If Applicable) Transfer Facility: <p>Facility Name: Bradley East Processing/Transfer Station</p> <ul style="list-style-type: none"> • Address: 9227 Tujunga Ave, Sun Valley, CA 91352 • Operator: Waste Mgt. Recycling & Disposal Ser. of CA • SWIS Number: 19-AR-1237 • Facility Type: Large Volume Transfer and Processing Facility

Approved Facility Type	Required Facility Information
	<ul style="list-style-type: none"> Material Type(s): Organics, Green materials, Manure, Mixed Municipal, Wood waste
Approved Recyclable Materials Processing Facility	<p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none"> Address: 1131 N. Blue Gum St. Anaheim, CA 92806 Operator: Republic Services SWIS Number: SWIS 30-AB-0335 Facility Type: Materials Recovery Facility and TS Material Type(s): Source Separated Recyclable Materials, Yard Waste , Food Waste, Source Separated Organic Materials , C&D , MSW <p>Facility Name: Rainbow Transfer/Recycling</p> <ul style="list-style-type: none"> Address: 17121 Nichols Ln Huntington Beach CA, 92647 Operator: Republic Services SWIS Number: SWIS 30-AB-0099 Facility Type: Materials Recovery Facility and TS Material Type(s): Source Separated Recyclable Materials, Yard Waste , Food Waste, Source Separated Organic Materials , C&D , MSW (If Applicable) Transfer Facility: Transfer/Recycling <p>Facility Name: Waste Management Of Orange</p> <ul style="list-style-type: none"> Address: 2050 Glassell Street Orange, CA 92865 Operator: USA Waste Of California, Inc SWIS Number: 30-AB-0363 Facility Type: Transfer/ Processing Material Type(s): Source separate recyclables <p>(If Applicable) Transfer Facility:</p>
Approved Reusable Materials Processing Facility	<p>Facility Name: N/A</p> <ul style="list-style-type: none"> Address: N/A Operator: N/A SWIS Number: N/A Facility Type: N/A Material Type(s): N/A <p>(If Applicable) Transfer Facility: N/A</p>

EXHIBIT 2
SB 1383 IMPLEMENTATION, OUTREACH AND EDUCATION PLAN



REPUBLIC
SERVICES

Draft SB 1383 Implementation Plan and Auto-Enrollment Process*** City of Yorba Linda

EXHIBIT 2

Timelines based upon amendment approval by Council on June 7th, 2022*

Task #	Description	Owner	Target Start Date	Target End Date	Completion Status
1	Prioritize commercial customer types				
	Filter customer list into categories of "Subject to SB 1383" and "Possibly exempt due to business type".	RS	Q1 2022	Q1 2022	100%
	Identify non-food generating businesses such as dental offices, autobody shops, hair salons, nail salons	RS	Q1 2022	Q1 2022	100%
2	Commercial Customer Site Visits & Outreach				
A	Mail Letter on SB 1383 (2 letters, one for resi, and comm)	RS	6/8/2022*	6/8/2022*	100%
B	Develop weekly outreach calling goals to contact customer by phone for the proposed Recycling Coordinator headcount	RS	7/1/2022	12/31/2022	100%
C	Visit commercial and multifamily non-compliant recycling and organics customers THAT REQUEST A VISIT	RS	7/1/2022	10/31/2022	
	Provide customers with outreach materials (see Outreach Materials section)	RS	7/1/2022	10/31/2022	
	Provide outreach to edible food recovery generators	RS	7/1/2022	10/31/2022	
	Identify customers eligible for an exemption waiver	RS	7/1/2022	10/31/2022	
3	Outreach Materials for Commercial Customers				
A	City Letter				
	Develop 2 city letter on SB1383, outline auto-enrollment process (if aligned with code). (Resi & comm) Ask for v	City + RS	5/18/2022	5/24/2022	
	Finalize with City approval	City	5/24/2022	5/31/2022	100%
	Send to mail house & get quote	RS	6/1/2022	6/1/2022	0%
	Print & mail	RS	6/8/2022*	6/8/2022*	0%
B	City (Self-Reporting) Exemption Form - if applicable				
	Develop	City + RS	5/18/2022	6/3/2022	25%
	Finalize with City approval	City	6/6/2022	6/17/2022	0%
	Print	RS	7/1/2022	7/1/2022	0%
C	How-To Brochure (Residential)				
	Develop	RS	5/24/2022	5/31/2022	100%
	Finalize with City approval	City	6/1/2022	6/1/2022	75%
	Print & Mail	RS	6/8/2022	6/8/2022	0%
D	How-To Brochure (Commercial)				
	Develop	RS	5/24/2022	5/31/2022	90%
	Finalize with City approval	City	6/1/2022	6/1/2022	0%
	Print	RS	6/8/2022	6/8/2022	0%
F	Customer Service Agreement Form				
	(RS customer service agreement form is standardized)	RS	Q2 2022	Q3 2022	100%

G	Compliance Contamination Tags *				
	Develop	RS	6/17/2022	7/1/2022	10%
	Finalize with City approval	City	7/4/2022	7/15/2022	0%
	Print Sent	RS	7/18/2022	7/18/2022	0%
	Printing production time	RS	7/18/2022	7/22/2022	0%
	Driver training w/ tags	RS	7/25/2022	7/29/2022	0%
	Begin tagging	RS	8/1/2022	ongoing	0%
H	Commercial Outreach Piece (2 x per year distribution) *				
	Develop (normal newsletter timelines)	RS	Quarterly	Quarterly	0%
	Finalize with City approval	City	Quarterly	Quarterly	0%
	Print & Mail: Nov 1 winter, Feb 1 spring, May 1 summer	RS	Quarterly	Quarterly	0%
I	Robocalls				
	Resi & Commercial Scripts	RS	5/24/2022	5/31/2022	100%
	City to approve	City	6/1/2022	6/7/2022	100%
	Deploy calls (round 1)	RS	6/8/2022	6/8/2022	
	Deploy calls (round 2)	RS	6/30/2022	6/30/2022	
G	Websites (City & RS)				
	Upload new information (all information above)	RS	6/8/2022	6/8/2022	
	Use brochure text as website text	RS	6/8/2022	6/8/2022	
4	Outreach Materials for Residential Customers				
	City Letter				
		City + RS	5/18/2022	5/24/2022	
					100%
	Develop city letter on SB1383	City	5/24/2022	5/31/2022	100%
	Finalize with City approval	RS	6/1/2022	6/1/2022	100%
	Print & mail letter to residents	RS	6/8/2022	6/8/2022	0%
	Organics Sticker for Residential Containers *				
	Develop (SB 1383 standardized)	RS	5/24/2022	5/31/2022	100%
	Finalize with City approval	City	6/1/2022	6/1/2022	75%
	Print/ Mailed	RS	6/8/2022	6/8/2022	0%
	Recycle Sticker for Residential Containers *				
	Develop (SB 1383 standardized)	RS	5/24/2022	5/31/2022	100%
	Finalize with City approval	City	6/1/2022	6/1/2022	75%
	Print/ Mailed	RS	6/8/2022	6/8/2022	0%
	Residential Outreach Piece (3 x per year distribution) *				
	Develop	RS	Quarterly	Quarterly	0%
Finalize with City approval	City	Quarterly	Quarterly	0%	
Print once per quarter	RS	Quarterly	Quarterly	0%	

5	Post Outreach Findings in monthly reports to City	RS	7/1/2022	monthly	0%
6	Food Recovery Assistance *				
	Identify all commercial customers that meet the definition of Tier One and Tier Two	RS	Q1 2022	Q1 2022	90%
	Tier 1 Inspections	RS	7/1/2022	annually	25%
	Tier 2 Inspections	RS	1/1/2024	annually	0%
	Provide information to all edible food generators	RS	Q1 2022	ongoing	100%
	Coordinate Food Recovery outreach efforts with local foodbanks and/or Abound Food Care (Ongoing)	RS	7/1/2022	ongoing	75%
7	Recyclist Software *				
	Contract with Recyclist	RS	6/8/2022	6/30/2022	100%
	Provide initial customer data (3 month upload process)	RS	7/1/2022	7/5/2022	0%
	Recyclist data transition complete and ready for use	RS	7/15/2022	9/15/2022	0%
	Use Recyclist in the field for SB 1383 data collection & SB 1383 compliance reporting	RS	9/15/2022	ongoing	0%
8	Container Procurement (Commercial Carts) **				
	Order containers with SB 1383 requirements for customers enrolling in organics and recycling	RS	8/1/2022	8/15/2022	0%
9	Kitchen Pails Available for Purchase Only *				
	Develop kitchen pail label (SB 1383 standardized)	RS	5/18/2022	6/3/2022	90%
	Order pails to keep in inventory	City	6/6/2022	6/17/2022	0%
	Make pails available to customers at request for purchase	RS	7/1/2022	7/1/2022	0%
10	Annual Route Reviews for Contamination Monitoring				
	Scope route reviews of all routes for the upcoming calendar year	RS	8/1/2022	8/30/2022	0%
	Calculate number of containers per route subject to a review in a calendar year	RS	8/1/2022	8/30/2022	0%
	Divide number of total accounts by # of weeks to calculate weekly auditing targets	RS	8/1/2022	8/30/2022	0%
	Conduct route review as scoped	RS	9/1/2022	12/31/2022	0%
11	Actions upon Identification of Prohibited Container Contaminants (Process for Route Reviews and Ongoing Contamination Monitoring)				
	Document occurrence of contamination	RS	8/1/2022	ongoing	0%
	Leave contamination tag on container	RS	8/1/2022	ongoing	0%
	Communication with customer	RS	8/1/2022	ongoing	0%
	Corrective action taken to address contaminated materials	RS	8/1/2022	ongoing	0%
	Assess contamination fee after courtesy notice	RS	8/1/2022	ongoing	0%
	Track occurrences of contamination for reporting purposes	RS	8/1/2022	ongoing	0%
12	Ongoing Inspection and Enforcement				
	Annual Compliance Reviews (Multi-family and Commercial Customers)				
	Notify City of all non-compliant customers	RS	8/1/2022	ongoing	
	Review of non-compliant commercial and multifamily customers	City + RS	8/1/2022	ongoing	0%
	Food Recovery Compliance Review - Inspect Tier 1	City + RS	8/1/2022	ongoing	0%
	Food Recovery Compliance Review - Inspect Tier 2	City + RS	8/1/2022	ongoing	0%
	Code Enforcement site visits (as outlined in municipal code)	City	8/1/2022	ongoing	0%
	Use Recyclist for inspection and enforcement documentation	City + RS	9/15/2022	ongoing	0%
	Notify customer of violation findings	City + RS	8/1/2022	ongoing	0%
13	Auto-Enrollment Process & Challenge Areas				
	Discuss challenges during monthly meetings	RS	ongoing	ongoing	0%
	Quantify number of accounts that refused service, rejected outreach, and did not qualify for a waiver	RS	ongoing	ongoing	0%
	Determine schedule for commencing auto-enrollment	RS	10/1/2022	12/31/2022	100%
	Phase in auto-enrollment while managing challenges:	RS	10/1/2022	12/31/2022	0%

	Determine with City procedures for communicating with customer escalations	RS	ongoing	ongoing	0%
14	Records, Reports, and Information Requirements				
	Determine reporting formats and frequency with City	City+ RS	Q4 2022	ongoing	0%
	* Included in Cost Proposal Supplemental A				
	** Included in Cost Proposal Supplemental B				
	*** This SB 1383 approach is subject to further collaborative discussion with City.				

EXHIBIT 3
REVISED EXHIBIT B

EXHIBIT B

CONTAINER SPECIFICATIONS

- Contractor shall provide Container Specifications to City for approval. All Containers utilized by Contractor shall meet the standards of the industry and shall perform to the reasonable satisfaction of the City Manager in order to be utilized in City. Container sizes specified within this Agreement may vary by manufacturer type and specifications up to ten percent (10%) more or less in volume than that identified.
- Each Refuse, Organic Waste, and Recycling Cart or Bin purchased after July 1, 2022 by Contractor shall be labeled in English and Spanish and with graphics that contain all information required by the Applicable Laws, in a manner approved by City, and at a minimum shall: (1) explain/depict the items designated to be Collected in the Container, as well as items which are prohibited from being placed in each Container, and (2) identify the name of Contractor and Contractor's phone number for service related issues, including complaints. In addition, each Cart shall include information, in a format acceptable to City (such as hot stamping or stickers), regarding Contractor's Bulky Item service, and a phone number that Customers can call to access such service.
- Prior to the Third Amendment, the Agreement required that the body of Refuse Carts shall be a uniform black color, Recycling Carts shall be a uniform green color and Organic Waste Carts (then called Green Waste Carts) be a uniform brown color. Upon the effective date of the Third Amendment, Contractor will implement SB 1383 Container lid color requirements on a phased basis as authorized by the SB 1383 Regulations. Container colors for Refuse Carts, Recycling Carts and Organic Waste Carts shall remain the same. Contractor shall utilize existing Containers and/or lids with existing color scheme inventories remaining as of December 31, 2021 until such inventory is fully depleted. Upon the effective date of the Third Amendment, Contractor shall ensure that each Container lid provided to a Customer conforms to the following color scheme: Black or Gray lids for collection of Garbage, Blue lids for collection of Recyclable Materials, and Green/Dark green for collection of Organic Waste. The body colors of an existing Container are not required to be changed.
- Any Cart purchased and distributed by Contractor in City after the Effective Date shall be newly manufactured and have never previously been used for the Collection of Solid Waste; excepting that Carts which have been refurbished such that they are "like new" may be used so long as their condition is satisfactory as determined by the City Manager.

- Upon request of any Customer, Contractor shall provide Bins with lids that close securely and which are capable of being locked at rates that do not exceed those set forth in Exhibit A.
- Any Containers purchased after July 1, 2022 and distributed after the effective date of the Third Amendment shall comply with the requirements of the Applicable Laws.

EXHIBIT 4

REVISED EXHIBIT A

EXHIBIT "A"
CITY OF YORBA LINDA
MAXIMUM RATES FOR SOLID WASTE HANDLING SERVICES
July 1, 2022

	Service Component	Disposal Component	Disposal Component Tonnage Basis	Maximum Total Rate
<u>SINGLE FAMILY DWELLINGS</u>				
Standard Rate - Three Carts (Refuse, Recycling, and Organics)	\$ 26.32	\$ 3.44	0.0898	\$ 29.76
Additional Refuse Carts (1st extra)	\$ 5.44	\$ 3.44	0.0898	\$ 8.88
Additional Refuse Carts (2 or more)	\$ 8.55	\$ 3.44	0.0898	\$ 11.99
Additional Organics Cart (each)	\$ 5.13	\$ 3.44	0.0898	\$ 8.57
Extra Cart Pickups (per pickup)	\$ 22.95	\$ 3.44	0.0898	\$ 26.39
Walkout Service (Customers not eligible for free service)	\$ 12.76	\$ -		\$ 12.76
Cart Replacement for Customer Miss-Use	\$ 81.28	\$ -		\$ 81.28
Exchange Carts	\$ 45.94	\$ -		\$ 45.94
Residential Kitchen Pails (pickup at Republic CVT Facility)	\$ 10.00	\$ -		\$ 10.00
Residential Organics and Recycling Contamination Fee per Cart per Occurrence- Beginning July 1, 2023, following three (3) documented warnings	\$ 10.00	\$ -		\$ 10.00
2 cubic yard Bin				
1 pickup per week	\$ 98.46	\$ 16.30	0.425	\$ 114.76
2 pickups per week	\$ 158.84	\$ 32.61	0.8507	\$ 191.45
3 pickups per week	\$ 219.25	\$ 48.91	1.2757	\$ 268.16
4 pickups per week	\$ 279.64	\$ 65.21	1.701	\$ 344.85
5 pickups per week	\$ 340.01	\$ 81.51	2.1261	\$ 421.52
6 pickups per week	\$ 400.39	\$ 97.80	2.5508	\$ 498.19
Extra pickups	\$ 46.21	\$ 16.30	0.425	\$ 62.51
<u>MANURE</u>				
2 cubic yard Bin				
1 pickup per week	\$ 245.24	\$ 17.95	0.4683	\$ 263.19
<u>COMMERCIAL AND MULTI-FAMILY DWELLINGS SERVICES</u>				
95 Gallon Commercial Cart - Recycle 1 pickup per week	\$ 39.55	\$ -		\$ 39.55
96 Gallon Commercial Cart - MSW 1 pickup per week	\$ 33.58	\$ 0.04		\$ 33.62
96 Gallon Commercial Cart - MSW 2 pickups per week	\$ 67.18	\$ 0.07		\$ 67.25
96 Gallon Commercial Cart - MSW 3 pickups per week	\$ 100.74	\$ 0.12		\$ 100.86
35 Gallon Cart - Organics/Green Waste Cart 1 pickup per week	\$ 33.58	\$ 0.04		\$ 33.62
35 Gallon Cart - Organics/Green Waste Cart 2 pickups per week	\$ 67.18	\$ 0.07		\$ 67.25
35 Gallon Cart - Organics/Green Waste Cart 3 pickups per week	\$ 100.74	\$ 0.12		\$ 100.86
64 Gallon Cart - Organics/Green Waste Cart 1 pickup per week	\$ 50.79	\$ 0.06		\$ 50.85

EXHIBIT "A"
CITY OF YORBA LINDA
MAXIMUM RATES FOR SOLID WASTE HANDLING SERVICES
July 1, 2022

	Service Component	Disposal Component	Disposal Component Tonnage Basis	Maximum Total Rate
64 Gallon Cart - Organics/Green Waste Cart 2 pickups per week	\$ 101.61	\$ 0.13		\$ 101.74
64 Gallon Cart - Organics/Green Waste Cart 3 pickups per week	\$ 152.40	\$ 0.19		\$ 152.59
2 cubic yard Bin				
1 pickup per week	\$ 141.59	\$ 22.55	0.5883	\$ 164.14
2 pickups per week	\$ 210.09	\$ 22.65	0.5907	\$ 232.74
3 pickups per week	\$ 278.60	\$ 22.72	0.5927	\$ 301.32
4 pickups per week	\$ 347.11	\$ 22.81	0.5949	\$ 369.91
5 pickups per week	\$ 415.61	\$ 22.88	0.5968	\$ 438.49
6 pickups per week	\$ 484.12	\$ 22.97	0.5991	\$ 507.09
Each additional pickups per week	\$ 58.23	\$ 22.46	0.5858	\$ 80.69
2 cubic yard Recycle Bin				
1 pickup per week	\$ 132.61	\$ -		\$ 132.61
2 pickup per week	\$ 188.18	\$ -		\$ 188.18
3 pickup per week	\$ 243.76	\$ -		\$ 243.76
3 cubic yard Bin				
1 pickup per week	\$ 155.16	\$ 24.71	0.6445	\$ 179.87
2 pickups per week	\$ 242.91	\$ 49.33	1.2868	\$ 292.24
3 pickups per week	\$ 330.66	\$ 73.97	1.9293	\$ 404.63
4 pickups per week	\$ 418.43	\$ 98.59	2.5716	\$ 517.02
5 pickups per week	\$ 506.16	\$ 123.19	3.2134	\$ 629.35
6 pickups per week	\$ 593.90	\$ 147.84	3.8562	\$ 741.74
Extra pickups	\$ 55.62	\$ 24.59	0.6415	\$ 80.21
3 cubic yard Recycle Bin				
1 pickup per week	\$ 151.32	\$ 0.18	0.0053	\$ 151.50
2 pickups per week	\$ 236.00	\$ 0.28	0.008	\$ 236.28
3 pickups per week	\$ 320.68	\$ 0.39	0.0114	\$ 321.07
4 pickups per week	\$ 405.41	\$ 0.50	0.0145	\$ 405.91
5 pickups per week	\$ 490.09	\$ 0.61	0.0176	\$ 490.70
6 pickups per week	\$ 574.77	\$ 0.70	0.0204	\$ 575.47
Extra pickups	\$ 54.95	\$ 0.06	0.0019	\$ 55.01
3 cubic yard compactor				
1 pickup per week	\$ 206.95	\$ 32.94	0.8592	\$ 239.89
2 pickups per week	\$ 340.70	\$ 65.83	1.7171	\$ 406.53
3 pickups per week	\$ 474.50	\$ 98.69	2.5741	\$ 573.19
4 pickups per week	\$ 608.27	\$ 131.54	3.4311	\$ 739.81
5 pickups per week	\$ 742.02	\$ 164.42	4.2887	\$ 906.44
6 pickups per week	\$ 875.74	\$ 197.29	5.146	\$ 1,073.03
Extra pickups	\$ 93.41	\$ 32.83	0.8562	\$ 126.24

EXHIBIT "A"
CITY OF YORBA LINDA
MAXIMUM RATES FOR SOLID WASTE HANDLING SERVICES
July 1, 2022

Service Component	Disposal Component	Disposal Component Tonnage Basis	Maximum Total Rate
<u>PERMANENT ROLLOFF SERVICE</u>			
Rolloff Box - 15 cubic yard - Demolition (cost per load / 8 ton limit)	\$ 407.64	\$ 234.55	6.1178 \$ 642.19
Rolloff Box - 30 cubic yard (cost per load / 8 ton limit)	\$ 398.16	\$ 186.99	4.8772 \$ 585.15
Rolloff Box - 40 yard compactor (cost per load / 8 ton limit)	\$ 480.55	\$ 276.46	7.2111 \$ 757.01
Rolloff Box - 30 cubic yard - Greenwaste (cost per load / 6 ton limit)	\$ 342.78	\$ 174.46	4.5506 \$ 517.24
Rolloff Box - 30 cubic yard - Organics (cost per load / 6 ton limit)	\$ 255.63	\$ 709.50	\$ 965.13
Rolloff Box - 30 cubic yard Compactor - Organics (cost per load / 8 ton limit)	\$ 374.54	\$ 946.00	\$ 1,320.54
<u>OTHER COMMERCIAL SERVICES</u>			
Commercial Recycling/Organics Cart Contamination (per occurrence)	\$ 56.45	\$ 0.07	\$ 56.52
Commercial Recycling/Organics Bin Contamination (per occurrence)	\$ 112.89	\$ 0.14	\$ 113.03
Scout or push out service (monthly) Per pickup	\$ 63.66	\$ -	\$ 63.66
Bin exchange in excess of one per calendar year (any size)	\$ 90.06	\$ -	\$ 90.06
Bin relocation	\$ 60.06	\$ -	\$ 60.06
Locking bin installation (one time fee)	\$ 104.47	\$ -	\$ 104.47
Locking bin surcharge (per pickup frequency)	\$ 2.45	\$ -	\$ 2.45
Bin redelivery fee (removed for non-payment)	\$ 90.06	\$ -	\$ 90.06
Special access required (key or code)	\$ 12.25	\$ -	\$ 12.25
Overload surcharge (per occurrence)	\$ 44.31	\$ 0.05	\$ 44.36
Container steam cleaning (in excess of one per calendar year)	\$ 120.08	\$ -	\$ 120.08
<u>OTHER ROLLOFF/INDUSTRIAL SERVICES</u>			
Per ton overload surcharge - Refuse	\$ 7.80	\$ 38.39	1.0014 \$ 46.19
Per ton overload surcharge - Greenwaste	\$ 8.66	\$ 38.39	1.0014 \$ 47.05
Per ton overload surcharge - Organics			\$ 118.79
Relocation fee	\$ 60.06	\$ -	\$ 60.06
Stand-by-rate (hourly) - 2 hour minimum	\$ 90.06	\$ -	\$ 90.06

EXHIBIT "A"
CITY OF YORBA LINDA
MAXIMUM RATES FOR SOLID WASTE HANDLING SERVICES
July 1, 2022

	Service Component	Disposal Component	Disposal Component Tonnage Basis	Maximum Total Rate
Dry run/trip charge	\$ 60.06	\$ -		\$ 60.06
Turn around surcharge	\$ 12.25	\$ -		\$ 12.25
Saturday collection surcharge (per haul)	\$ 37.23	\$ -		\$ 37.23
Heavy truck service (per haul)	\$ 420.33	\$ -		\$ 420.33
Mandatory required signature surcharge	\$ 6.13	\$ -		\$ 6.13
Steam cleaning (in excess on one (1) free per calendar year)	\$ 120.08	\$ -		\$ 120.08
<u>BULKY ITEM COLLECTION</u>				
Single Family Dwellings (three (3) pickups per calendar year/10 items per pickup)	\$ -	\$ -		\$ -
Single Family Dwellings - Additional pick ups above calendar maximum (up to 2 items)	\$ 50.43	\$ -		\$ 50.43
Single Family Dwellings - Additional items above max number of items (per item)	\$ 7.21	\$ -		\$ 7.21
Single Family Dwellings Additional Gas Recovery Fee (per item) (does not apply to 3 free pickups)	\$ 50.43	\$ -		\$ 50.43
Commercial & Multi-Family Dwellings (up to 2 items)	\$ 54.05	\$ -		\$ 54.05
Commercial & Multi-Family Dwellings - Additional items above 2 (per item)	\$ 7.21	\$ -		\$ 7.21
Commercial & Multi-Family Dwellings Additional Gas Recovery Charge (per item)	\$ 50.43	\$ -		\$ 50.43
<u>TEMPORARY SERVICES</u>				
Temporary Residential Bin - 3 cubic yard (3 day rental)				
Initial 3 day rental	\$ 80.47	\$ 13.65	0.3561	\$ 99.37
Each additional day	\$ 7.71	\$ -		\$ 8.14
Temporary Residential Bin (non-profit organizations) - 3 cubic yard (3 day rental)				
Initial 3 day rental	\$ 75.15	\$ 12.75	0.3325	\$ 92.80
Each additional day	\$ 7.71	\$ -		\$ 8.14
Temporary Construction Bin - 3 cubic yard				
1 pickup per week	\$ 177.57	\$ 30.12	0.7855	\$ 219.27
2 pickups per week	\$ 261.78	\$ 60.12	1.568	\$ 339.84
3 pickups per week	\$ 346.03	\$ 90.13	2.3508	\$ 460.45
4 pickups per week	\$ 430.28	\$ 120.10	3.1327	\$ 581.03
5 pickups per week	\$ 514.49	\$ 150.11	3.9155	\$ 701.60
6 pickups per week	\$ 598.74	\$ 180.11	4.698	\$ 822.20
Extra pickups	\$ 50.20	\$ 29.95	0.7811	\$ 80.15

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	Service Component	Disposal Component	Disposal Component Tonnage Basis	Maximum Total Rate
Temporary Construction Bin - 3 cubic yard On-call service (each pickup)	\$ 66.37	\$ 10.97	0.2862	\$ 81.65
Temporary Rolloff Box - 15 cubic yard - Demolition (cost per load / 8 ton limit)	\$ 390.60	\$ 245.01	6.3907	\$ 670.87
Temporary Rolloff Box - 30 cubic yard - Greenwaste (cost per load / 6 ton limit)	\$ 342.78	\$ 174.46	4.5506	\$ 517.24
Temporary Rolloff Box - 30 cubic yard - Organics (cost per load / 6 ton limit)	\$ 250.36	\$ 709.50		\$ 959.86
Rolloff Boxes Extra Day Charges After 5 Days (per day charge)	\$ 14.30	\$ -		\$ 14.30
Temporary Rolloff Box - 30 cubic yard (cost per load / 8 ton limit)	\$ 352.60	\$ 221.19	5.7695	\$ 573.79
Temporary Rolloff Box - 15 cubic yard - Clean Concrete/Inert (cost per load / 8 ton limit)	\$ 366.33	\$ 180.64	4.7118	\$ 546.97
Temporary Rolloff Box - 30 cubic yard - Clean Wood/Drywall (cost per load / 8 ton limit)	\$ 329.87	\$ 162.66	4.2427	\$ 492.53
Temporary Rolloff Box - 30 cubic yard - Metal (flat rate per haul / 8 ton limit)	\$ 93.11	\$ 0.12	0.003	\$ 93.23
Temporary Rolloff Box - 30 cubic yard - Cardboard (flat rate per haul / 8 ton limit)	\$ 149.01	\$ 0.18	0.0047	\$ 149.19