



CONTRACT NO. 1731(b)

SECOND AMENDMENT TO COLLECTION SERVICE AGREEMENT

CONSOLIDATED DISPOSAL SERVICE, LLC dba Republic Services
Solid Waste Collection Services

THIS SECOND AMENDMENT (hereinafter, "Second Amendment") to that certain agreement entitled "Collection Service Agreement" Contract No. 1731 dated December 9, 2013 (hereinafter, "Franchise Agreement"), is hereby made and entered into this 15th day of August, 2022 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and CONSOLIDATED DISPOSAL SERVICE, LLC dba REPUBLIC SERVICES (hereinafter, "CONTRACTOR"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR, interchangeably.

RECITALS

This Second Amendment is made and entered into with respect to the following facts:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for the collection of solid waste within their jurisdiction; and

WHEREAS, pursuant to Public Resources Code Section 40059 provides that a city may determine all of the following: (1) aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services; and (2) whether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety, and well-being so require, by partially exclusive or wholly exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding; and (3) the authority to provide solid waste handling services may be granted under terms and conditions prescribed by the governing body of the local governmental agency by resolution or ordinance; and

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WHEREAS, the Franchise Agreement was executed by the Parties on December 9, 2013 under the authority of Public Resources Code Section 40059 and other applicable law; and ; and

WHEREAS, the Franchise Agreement was amended by way of that certain instrument entitled "Amendment No. 1 to Collection Services Agreement", Contract No. 1731(a) dated June 15, 2015 (the "First Amendment"); and

WHEREAS, the Parties now wish to modify the Franchise Agreement further by adjusting the maximum service rates that may be charged to the recipients of solid waste services in San Fernando in response to changes in services that must be provided as result of Senate Bill No. 1383; and

WHEREAS, the schedule rates and charges authorized under the Franchise Agreement as amended by way of all prior amendments, including this Second Amendment, are established as rate ceilings and represent the maximum rate or charge CONTRACTOR may impose on customers receiving solid waste service in the City of San Fernando; and

WHEREAS, this Second Amendment was approved by the City Council at its meeting of August 15, 2022 under Agenda Item No. 7.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Term of Agreement set forth under Section 2.01 of Article 2 of the Franchise Agreement shall be adjusted to reflect a new termination date of February 14, 2027. The extended period of time added to the initial term of the Franchise Agreement shall be counted toward the three (3) additional one-year extension terms referenced under Subsection 2.01.1 of Article 2 of the Franchise Agreement.

SECTION 2. The following exhibits to the Franchise Agreement as previously amended by way of the First Amendment are hereby repealed and shall be of no further force or effect after 11:59 P.M. effective on July 31, 2022: Exhibits 1a through 1e all dated December 9, 2013. Said exhibits are hereby replaced and superseded by an amended and updated schedule of rates and charges identified as Exhibits 1a through 1e each dated August 15, 2022 (collectively, the "2022 Amended Rate Schedule") which are attached hereto and incorporated hereto as **Attachment "A-1."** The various rates and charges set forth in the 2022 Amended Rate Schedule will take effect at 12:00 A.M. effective on August 1, 2022. The document entitled Confirmation of Compliance with Applicable State Laws which is attached and incorporated hereto as **Attachment "A-2"** clarifies the modified services and duties contemplated under this Second Amendment and Attachment "A-1", including modified services and duties corresponding to the City's compliance with SB 1383 (Chapter 395, Statutes of 2016). The Franchise Agreement as previously amended by way of the First Amendment is attached and incorporated as **Attachment**

SECOND AMENDMENT TO COLLECTION SERVICES AGREEMENT**SOLID WASTE COLLECTION SERVICES**

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"B" to this Second Amendment.

SECTION 3. The text of Section 7 of the First Amendment is repealed and shall be of no further force or effect after 11:59 P.M. on July 31, 2022 and shall thereafter be governed by the revised Exhibit 1b of the 2022 Amended Rate Schedule.

SECTION 4. Except as otherwise set forth in this Second Amendment, the Franchise Agreement as amended by way of the First Amendment shall remain binding, controlling, and in full force and effect. Article 44 of the Franchise Agreement notwithstanding, the Second Amendment, together with the Franchise Agreement and the First Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents. (In the event of a conflict or inconsistency between the provisions of this Second Amendment, and the provisions of the Franchise Agreement or the First Amendment, the provisions of this Second Amendment shall govern and control but only to the extent of the conflict or inconsistency and no further.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed on the day and year second appearing above.

CITY:**CITY OF SAN FERNANDO**

By: 
1041FC9C27C7499...
Nick Kimball, City Manager

APPROVED AS TO FORM

By: 
9E6768364A9F4FC...
Richard Padilla, Assistant City Attorney

CONTRACTOR:**CONSOLIDATED DISPOSAL SERVICE, LLC
dba REPUBLIC SERVICES**

By: 
0B7ECB1534274D4...
Name: Mitchell Kopczyk
Title: General Manager

Collection Service Agreement - August 15, 2022

Exhibit 1a MAXIMUM SERVICE RATES – SFD SERVICES		
Processing / Disposal Cost Per Ton		Facility Name
\$30.00 /Ton Refuse Disposal		Sunshine Canyon Landfill
\$0.00 /Ton Processed Recyclable Material		Sun Valley Paper Stock
\$44.00 /Ton Processed Organic Waste		Conservation Station
A. BASE SERVICE – SFD CART COLLECTION SERVICE (WEEKLY REFUSE, RECYCLING AND ORGANIC WASTE COLLECTION IN 64 GALLON CARTS)		
A1	STANDARD MONTHLY SOLID WASTE COLLECTION RATE – CURBSIDE	\$25.11
B. ADDITIONAL SERVICES – AT CUSTOMER REQUEST		
B1	MONTHLY SOLID WASTE COLLECTION RATE – BACKYARD	\$32.36
	Additional Curbside Refuse Cart (added to Line A1)	\$8.10
	Additional Backyard Refuse Cart (added to Line B1)	\$8.10
	Additional Curbside Recycling Cart (added to Line A1)	\$0.00
	Additional Backyard Recycling Cart (added to Line B1)	\$0.00
	Additional Curbside Organic Waste Cart (added to Line A1)	\$0.00
	Additional Backyard Organic Waste Cart (added to Line B1)	\$0.00
	Additional Cart Exchange	\$8.10 each additional cart/occurrence
	Additional Cart Replacement	\$8.10 each additional cart/occurrence
	Additional Bags/Lifts Collection in excess of 1 per quarter	\$6.06 each cubic yard/bag
	Additional Large Item Collection	\$8.10 each cubic yard/occurrence (Note SFD Service Units have six (6) free collections per Agreement year)

Collection Service Agreement

August 15, 2022

Exhibit 1b MAXIMUM SERVICE RATES –MFD AND COMMERCIAL SERVICES						
Processing / Disposal Cost Per Ton					Facility Name	
\$30.00/Ton Refuse Disposal					Sunshine Canyon Landfill	
\$0.00/Ton Processed Recyclable Material					Sun Valley Paper Stock	
\$0.00/Ton Processed Mixed Waste					N/A	
\$44.00/Ton Processed Green Waste					Conservation Station	
\$65.00/Ton Processed Food Waste					Community Recycling	
REFUSE COLLECTION						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
65 Gallon	\$49.62	\$99.24	\$148.86	\$198.48	\$248.10	\$297.73
96 Gallon	\$74.08	\$148.86	\$223.30	\$297.71	\$372.16	\$446.59
1 CY	\$148.86	\$297.71	\$446.59	\$595.45	\$744.32	\$893.18
1.5 CY	\$153.25	\$306.49	\$459.76	\$613.04	\$766.27	\$919.51
2 CY	\$157.65	\$315.31	\$472.96	\$630.59	\$788.26	\$945.88
3 CY	\$166.45	\$332.85	\$499.33	\$665.76	\$832.19	\$998.62
4 CY	\$175.21	\$350.45	\$525.68	\$700.89	\$876.12	\$1051.33
5 CY	\$184.01	\$368.03	\$552.04	\$736.06	\$920.07	\$1104.07
6 CY	\$192.80	\$385.60	\$578.39	\$771.21	\$964.01	\$1156.81
8 CY	\$202.43	\$404.87	\$607.35	\$809.78	\$1012.21	\$1214.64
RECYCLING COLLECTION (60% of Refuse)						
65 Gallon (each additional cart over 2)	\$29.48	\$58.97	\$88.44	\$117.90	\$147.31	\$176.90
96 Gallon (each additional cart over 2)	\$44.20	\$88.44	\$132.64	\$176.90	\$221.08	\$265.28
1 CY	\$89.31	\$178.62	\$267.94	\$357.26	\$446.59	\$535.91
1.5 CY	\$91.94	\$183.90	\$275.85	\$367.81	\$459.76	\$551.74
2 CY	\$94.60	\$189.16	\$283.77	\$378.35	\$472.96	\$567.53
3 CY	\$99.87	\$199.72	\$299.59	\$399.44	\$499.33	\$599.18

Collection Service Agreement**August 15, 2022**

Exhibit 1b MAXIMUM SERVICE RATES –MFD AND COMMERCIAL SERVICES						
4 CY	<u>\$105.15</u>	<u>\$210.25</u>	<u>\$315.42</u>	<u>\$420.55</u>	<u>\$525.68</u>	<u>\$630.80</u>
5 CY	<u>\$110.41</u>	<u>\$220.81</u>	<u>\$331.22</u>	<u>\$441.65</u>	<u>\$552.04</u>	<u>\$662.47</u>
6 CY	<u>\$115.68</u>	<u>\$231.36</u>	<u>\$347.03</u>	<u>\$462.73</u>	<u>\$578.39</u>	<u>\$694.10</u>
8 CY	<u>\$121.48</u>	<u>\$242.94</u>	<u>\$364.40</u>	<u>\$485.87</u>	<u>\$607.35</u>	<u>\$728.79</u>
GREEN WASTE/FOOD WASTE COLLECTION (75% of Refuse)						
65 Gallon	<u>\$37.20</u>	<u>\$74.44</u>	<u>\$111.63</u>	<u>\$148.86</u>	<u>\$186.07</u>	<u>\$223.32</u>
96 Gallon	<u>\$55.83</u>	<u>\$167.47</u>	<u>\$167.47</u>	<u>\$223.30</u>	<u>\$279.12</u>	<u>\$334.91</u>
1 CY	<u>\$111.64</u>	<u>\$223.30</u>	<u>\$334.94</u>	<u>\$446.59</u>	<u>\$558.23</u>	<u>\$669.89</u>
1.5 CY	<u>\$114.94</u>	<u>\$229.91</u>	<u>\$344.81</u>	<u>\$459.78</u>	<u>\$574.72</u>	<u>\$689.66</u>
2 CY	<u>\$118.23</u>	<u>\$236.48</u>	<u>\$354.71</u>	<u>\$472.96</u>	<u>\$591.19</u>	<u>\$709.44</u>
3 CY	<u>\$124.84</u>	<u>\$249.66</u>	<u>\$374.48</u>	<u>\$499.33</u>	<u>\$624.16</u>	<u>\$748.98</u>
4 CY	<u>\$131.42</u>	<u>\$262.82</u>	<u>\$394.27</u>	<u>\$525.68</u>	<u>\$657.09</u>	<u>\$788.50</u>
5 CY	<u>\$138.00</u>	<u>\$276.04</u>	<u>\$414.02</u>	<u>\$552.04</u>	<u>\$690.07</u>	<u>\$828.06</u>
6 CY	<u>\$144.62</u>	<u>\$289.19</u>	<u>\$433.80</u>	<u>\$578.39</u>	<u>\$723.02</u>	<u>\$867.03</u>
8 CY	<u>\$151.82</u>	<u>\$303.64</u>	<u>\$455.51</u>	<u>\$607.35</u>	<u>\$759.17</u>	<u>\$910.97</u>
Push Rates	0-25 feet	26-49 feet	50-75 feet	76-100 feet	101+ feet	
	N/C	<u>\$8.78</u>	<u>\$8.78</u>	<u>\$17.54</u>	<u>\$17.54</u>	
Cart or Bin Cleaning Each Occurrence			Cart	1 – 4 CY Bin	5+ CY Bin	
			<u>\$35.10</u>	<u>\$70.20</u>	<u>\$140.41</u>	
Additional Bin Exchange (each additional bin/occurrence)		<u>\$17.54</u>	Additional Cart Exchange (each additional cart/occurrence)		<u>\$8.78</u>	
Additional Bin Replacement (each additional bin/occurrence)		<u>\$17.54</u>	Additional Cart Replacement (each additional cart/occurrence)		<u>\$8.78</u>	
MFD and Commercial Bulky Waste Collection			<u>\$43.87</u> Each cubic yard/occurrence (Note MFD Service Units have two (2) free collections per Agreement year)			
MFD and Commercial Overage Waste Collection			<u>\$36.85</u> Each cubic yard/occurrence			
Additional Universal Waste Pick-up			<u>\$43.87</u> Each additional item/occurrence			

Collection Service Agreement**August 15, 2022**

Exhibit 1c Maximum Service Rates – SFD, MFD and Commercial Debris Box Services						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
10 CY Box ¹	\$159.28	\$318.60	\$477.88	\$637.17	\$860.19	\$1083.19
20 CY Box ¹	\$159.28	\$318.60	\$477.88	\$637.17	\$860.19	\$1083.19
30 CY Box ¹	\$210.26	\$420.54	\$630.79	\$841.07	\$1051.33	\$1261.61
40 CY Box ¹	\$210.26	\$420.54	\$630.79	\$841.07	\$1051.33	\$1261.61
10 CY Lowboy ¹	\$159.28	\$318.60	\$477.88	\$637.17	\$860.19	\$1083.19
Compactor ¹	\$210.26	\$420.54	\$630.79	\$841.07	\$1051.33	\$1261.61
¹ All 10, 20, 30, 40 CY boxes and compactors are pull rates only; disposal will be based on actual disposal costs. The total customer rate will be the total cost for the collection and disposal.						

Exhibit 1d MAXIMUM SERVICE RATES – EMERGENCY SERVICE RATES - EMPLOYEES	
Labor Position	Hourly Rate
DRIVER	\$46.60

Exhibit 1e MAXIMUM SERVICE RATES -- EMERGENCY SERVICE RATES - EQUIPMENT		
Labor Position or Equipment Type	Make & Model	Hourly Rate
Vehicle - Front Load - COM/MFD	McNeilus Pacific Series	\$60.00
Vehicle - Automated Side Loader - SFD	McNeilus Auto Reach	\$60.00
Vehicle - Roll Off	AutoCar AMRO-H22	\$60.00

CONTRACT NO. 1731(b)**ATTACHMENT "A-2"****COLLECTION SERVICE AGREEMENT****AUGUST 15, 2022**

CONFIRMATION OF COMPLIANCE WITH APPLICABLE STATE LAWS

This Attachment A-2 is incorporated into that certain document entitled "Second Amendment to Collection Services Agreement (Consolidated Disposal Service, LLC dba Republic Service) – Solid Waste Collection Services", Contract No. 1731(b), dated August 15, 2022. (the "Second Amendment"). The Second Amendment further amends that certain franchise agreement between the City of San Fernando ("City") and Consolidated Disposal Service, LLC dba Republic Service, Contract No. 1731, as the same was previously amended by way of a first amendment dated July 13, 2015, Contract No. 1731(a) (collectively, the "Franchise Agreement").

Section 1. For purposes of this Attachment A-2 the following term shall have the meaning set forth below:

Applicable State Laws. means the California Integrated Waste Management Act of 1989 (sometimes referred to as CIWMA or "AB 939"), Public Resources Code § 40000 and following as it may be amended, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), and as implemented by the regulations of CalRecycle.

Cart means a "cart" as defined under Section 70-3 of the San Fernando Municipal Code.

CCR means the State of California Code of Regulations. CCR references are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

CalRecycle means the California Department of Resources Recycling and Recovery.

Commercial Business shall have the same meaning as set forth under 14 CCR Section 18982(a)(6).

Commercial Edible Food Generator includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 3(rrr) and 3(sss) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

Compost means product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility or as stated in 14 CCR Section 17896.2(a)(4).

Compostable means materials that can be broken down or decomposed under specific natural conditions or a human-driven Compost process, to create Compost.

Container means a cart, can, commercial bin, debris box, or stationary compactor intended for the purpose of depositing waste for disposal, except construction and demolition debris and bulky items, or Recyclable Materials and Organic Waste for diversion. Containers may be

CONTRACT NO. 1731(b)**ATTACHMENT "A-2"****AUGUST 15, 2022****COLLECTION SERVICE AGREEMENT**

provided by City or Contractor, or for manual collection as may be required to be provided by the property owner or occupant generating Solid Waste.

Container Contamination or Contaminated Container means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

Edible Food means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

Excluded Waste means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Special District and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City's or Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

Hauler Route means the designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR § 18982(a)(31.5).

MFD shall have the same meaning as the term "multi-family residence" as defined under Section 70-3 of the San Fernando Municipal Code and includes, but is not limited to, condominium projects, duplexes, townhouse projects, apartment houses, or mobile home parks, irrespective of whether residence therein is transient, temporary or permanent which receive collection services from centralized locations. The foregoing notwithstanding, the term "MFD" does not include hotels, motels, or other transient occupancy facilities which meet the definition of a Commercial Businesses.

Organic Waste or Organics means waste containing material originated from living organisms and their metabolic waste products, and includes, but is not limited to, food, Green waste material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a). Organic Waste does not include Compostable plastics.

CONTRACT NO. 1731(b)

ATTACHMENT "A-2"

AUGUST 15, 2022

COLLECTION SERVICE AGREEMENT

Organic Waste Container or Organics Container means a Container used for the purpose of storage and collection of Source Separated Organic Waste.

Prohibited container contaminants means materials placed in the incorrect container for resource recovery, includes the following: (i) discarded materials placed in the Recycling Container that are not identified as acceptable Source Separated Recyclable Materials for the Recycling Container; (ii) discarded materials placed in the Organics Container that are not identified as acceptable Source Separated Organics Container Organic Waste for the Organics Container; (iii) discarded materials placed in the Trash Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organics Container Organic Wastes to be placed in Organics Container and/or Recycle Container; and, (iv) Excluded Waste placed in any container.

Recycling Container has the same meaning as in 14 CCR section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

Route Review means a visual inspection of Containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras or probes, or as otherwise defined in 14 CCR Section 18982(a)(65).

SB 1383 means Senate Bill 1383 (Chapter 395, Statutes of 2016). References to SB 1383 herein shall also include the SB 1383 Regulations.

SB 1383 Regulations means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

Source Separated means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for resource recovery or as otherwise defined in 14 CCR Section 17402.5(b)(4). Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from materials placed in the Trash Container or other Solid Waste for the purposes of collection and processing.

Trash means Solid Waste placed in the designated container for disposal to landfill.

Trash Container means a Container used for the purpose of storage and collection of Trash.

Section 2. The parties acknowledge the requirement that Contractor's performance comply with Applicable State Laws as the same may be amended or modified from time to time, including SB 1383 the Short-Lived Climate Pollutants Bill of 2016. Accordingly, notwithstanding anything in the Second Amendment or the Franchise Agreement to the contrary, the Parties agree as follows:

CONTRACT NO. 1731(b)**ATTACHMENT "A-2"****COLLECTION SERVICE AGREEMENT****AUGUST 15, 2022****A. SFD Collection Services.**

With respect to SFD Collection Services, as defined under Section 1.71 of the Franchise Agreement, City, notwithstanding anything to the contrary in the Franchise Agreement, shall at all times during the term of the Franchise Agreement require the owner or occupant of single family dwelling to subscribe to Refuse, Recycling and Organics collection services and Contractor shall provide such services at the rates specified in Attachment "A-1" of the Second Amendment. Contractor will automatically enroll any new or unsubscribed SFC Collection Service customers in Refuse, Recycling and Organics collection services pursuant to Chapter 70 - Solid Waste And Recyclables Collection Services of the San Fernando Municipal Code.

(1) Containers. Contractor shall provide SB 1383 compliant three (3) container collection services as follows:

1. A Green Container for organic waste (only food waste, yard waste, green waste, and other organic materials). A Blue Container for recyclables (nonorganic recyclables, such as bottles, cans, and plastic, and organic waste such as paper and cardboard.) A Gray or Black Container for Trash, non-organic waste only (Items that cannot be recycled or composted).

2. Effective as of November 1, 2022, all SFD Collection Service customers will maintain their existing containers. Replacement of SFD Collection Service containers shall be made from existing containers purchased prior to January 1, 2022 until such time as the Contractor's existing inventory of such containers is exhausted. New or replacement containers requested will be SB 1383 color and compliant. New containers purchased by Contractor after January 1, 2022, are required to meet SB 1383 container colorization (Gray/Black, Blue and Green) and labelling requirements. New containers purchased after January 1, 2022, will require SB 1383 compliant graphic-based labels identifying the acceptable materials permitted within each source-separated cart.

(2) Outreach. Contractor will implement targeted education and outreach efforts to SFD Collection Service customers regarding SB 1383 required programs consisting of educational materials to explain program changes and new program implementation. Contractor will also provide Residential customers with SB 1383 program implementation information in Contractor's four Quarterly newsletters to Customers. Contractor shall provide education and outreach materials in English and Spanish languages.

(c) Contractor and City shall annually review the outreach effort and determine if changes to the outreach program may be required, by mutual agreement.

Section 3. The parties acknowledge the requirement that Contractor's performance comply with Applicable State Laws as the same may be amended or modified from time to time, including SB 1383 the Short-Lived Climate Pollutants Bill of 2016. Accordingly, notwithstanding anything in the Second Amendment or the Franchise Agreement to the contrary, the Parties agree as follows:

CONTRACT NO. 1731(b)**ATTACHMENT "A-2"****COLLECTION SERVICE AGREEMENT****AUGUST 15, 2022**

A. MFD Refuse Collection Service. With respect to MFD Refuse Collection Service as defined under Section 1.58 of the Franchise Agreement, City, notwithstanding anything in the Franchise Agreement to the contrary, shall at all times during the term of this Agreement require MFD Refuse Collection Service Customers, to subscribe to Refuse, Recycling and Organics collection services and Contractor shall provide such services at the rates specified in Attachment "A-1" of the Second Amendment. Contractor will automatically enroll any new or unsubscribed MFD Refuse Collection Service customers in Refuse, Recycling and Organics collection services pursuant to Chapter 70 - Solid Waste And Recyclables Collection Services of the San Fernando Municipal Code.

(1.) Containers. Contractor shall provide SB 1383 compliant MFD Refuse Collection Services as follows:

1. A Green Container for organic waste (only food waste, yard waste, green waste, and other organic materials.) A Blue Container for recyclables (nonorganic recyclables, such as bottles, cans, and plastic, and organic waste such as paper and cardboard.) A Gray or Black Container for non-organic waste only (Items that cannot be recycled or composted.)

2. Effective as of January 1, 2022, all MFD Refuse Collection Service customers will maintain their existing containers. Replacement of MFD Refuse Collection Service containers shall be made from existing containers purchased prior to January 1, 2022, until such time as the Contractor's existing inventory of such containers is exhausted. New or replacement containers requested will be SB 1383 color and compliant. New containers purchased by Contractor after January 1, 2022, are required to meet SB 1383 container colorization (Gray/Black, Blue and Green) and labelling requirements. New containers purchased after January 1, 2022, will require SB 1383 compliant graphic-based labels identifying the acceptable materials permitted within each source separated cart.

(2.) MFD Refuse Collection Service customers will have options for various sizes of metal bins and carts depending on space restrictions and material types.

(3.) Outreach. Contractor will implement targeted education and outreach efforts to Residential customers regarding SB 1383 required programs consisting of educational materials to explain program changes and new program implementation. Contractor will also provide MFD Refuse Collection Service customers with SB 1383 program implementation information in Contractor's four Quarterly newsletters to Customers. Contractor shall provide education and outreach materials in English and Spanish languages.

Section 4. The parties acknowledge the requirement that Contractor's performance comply with Applicable State Laws as the same may be amended or modified from time to time, including SB 1383 the Short-Lived Climate Pollutants Bill of 2016. Accordingly, notwithstanding anything in the Second Amendment or the Franchise Agreement to the contrary, the Parties agree

CONTRACT NO. 1731(b)
ATTACHMENT "A-2"
AUGUST 15, 2022

COLLECTION SERVICE AGREEMENT

as follows:

A. Commercial Collection Service.

With respect to Commercial Collection Service as defined under Section 1.23 of the Franchise Agreement, City shall, notwithstanding anything in the Franchise Agreement to the contrary, at all times during the term of this Agreement require Commercial Collection Service customers to subscribe to Refuse, Recycling and Organics collection services and Contractor shall provide the services at the rates specified in Attachment "A-1" of the Second Amendment. City directs that Contractor automatically enroll any new or unsubscribed Commercial Collection Service customers in Refuse, Recycling and Organics collection services pursuant to Chapter 70 - Solid Waste And Recyclables Collection Services of the San Fernando Municipal Code.

(1.) Containers. Contractor shall provide SB 1383 compliant three (3) container Commercial collection services as follows:

a. A Green Container for organic waste (only food waste, yard waste, green waste, and other organic materials.) A Blue Container for recyclables (non-organic recyclables, such as bottles, cans, and plastic, and organic waste such as paper and cardboard.) A Gray or Black Container for non-organic waste only (Items that cannot be recycled or composted.)

b. Effective as of January 1, 2022, all Commercial Collection Service customers will maintain their existing containers. Replacement of Commercial Collection Service containers shall be made from existing containers purchased prior to January 1, 2022, until such time as the Contractor's existing inventory of such containers is exhausted. New or replacement containers requested will be SB 1383 color and compliant. New containers purchased by Contractor after January 1, 2022, are required to meet SB 1383 container color (Gray/Black, Blue and Green) and labelling requirements. New containers purchased after January 1, 2022, will require SB 1383 compliant graphic-based labels identifying the acceptable materials permitted within each source-separated cart.

c. Commercial Collection Service customers will have options for various sizes of metal bins and carts depending on space restrictions and material types.

(2.) Outreach. Contractor will implement targeted education and outreach efforts to Residential customers regarding SB 1383 required programs consisting of educational materials to explain program changes and new program implementation. Contractor will also provide Commercial Collection Service customers with SB 1383 program implementation information in Contractor's four Quarterly newsletters to such customers. Contractor shall provide education and outreach materials in English and Spanish languages.

(3.) Compliance Review. Contractor shall conduct a review of all Commercial Collection Service customers that generate 2 cubic yards or more per week of Solid Waste.

(4.) Physical Space and De Minimis Waivers. Contractor shall assist City in connection

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with Commercial Collection Service customer applications for Physical Space Waivers and De Minimis Quantity Waivers applied for in compliance with the applicable provisions of the San Fernando Municipal Code. Contractor shall assist City with development of application requirements and protocols, evaluation, and verification of the details in the customer waiver applications, and provide assistance with preparation of City's written determinations on Customer waiver applications

(5.) Edible Food Recovery.

a. Effective no later than January 1, 2022, Contractor shall identify all Commercial Collection Service customers that meet the definition of Tier One and Tier Two Commercial Edible Food Generators and provide a list of such customers to the City, which shall include: Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business (as it relates to the Tier One and Tier Two Commercial Edible Food Generator definitions).

b. Commencing as of January 1, 2022, and at least annually thereafter, Contractor shall cooperate with City and/or its consultants to conduct inspections of Tier One Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services to assess compliance with the requirements of 14 CCR Chapter 12 Article 10.

c. At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information: (i.) Information about the Contractor's and/or City's Edible Food Recovery program; (ii.) Information about the Commercial Edible Food Generator requirements under 14 CCR Chapter 12 Article 10; (iii.) Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and, (iv.) Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

d. The Contractor may provide the education information required by this section by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Commercial Collection Service customers.

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

(6.) Site Visits and Waste Assessments.

a. Contractor will include an outreach and technical assistance plan in the AB 341, AB 827, AB 1826, and SB 1383 Implementation Plan identifying the site visit schedule for which to send a Contractor representative to visit each Commercial Generator's Premises for the purpose of assessing how much Source Separated Recyclable Materials and Organic Waste is being Disposed; assessing Source Separated Recyclable Materials and Organic Waste Collection service level needed to meet the requirements of SB 1383. Contractor

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will also provide a site visit to any Commercial Generator that requests a site visit.

b. Beginning January 1, 2023, and annually thereafter, the Contractor representative shall follow-up with Commercial Generators who are required to participate in Source Separated Recyclable Materials and SSGCOW Collection service under Applicable Law, including but not limited to AB 341, AB 1826, and SB 1383. The Contractor shall determine whether these Generators are participating in the Source Separated Recyclable Materials and Organic Waste Collection Service. If the Generator is not in compliance or not participating, the representative shall assist the Customers with selecting appropriate Containers and Container sizing, identifying acceptable Organic Waste collection services as set forth.

c. Contractor shall provide on-site training for Commercial Generators' staff if requested, including, but not limited to: management, kitchen staff, service employees, and janitorial staff.

d. For each on-site waste assessment conducted by Contractor, Contractor shall include documentation of the items listed below. City reserves the right to request Contractor's documentation of additional information, and shall authorize the format for required information.

i. Pictures of material in all Containers

ii. Characteristics of the property, business, and Generator type

iii. Written recommendations for the appropriate service Level for each material type

iv. Provision of outreach and education materials appropriate to the Generator type

v. Determination of signage placement

vi. Determination of any on-going training needs

vii. Determination of any access needs

viii. Documentation of any special service needs, (such as, but not limited to, seasonal, automated on-call compactor, etc.)

ix. Documentation of records of communications with the Generator

Section 5. A. SB 1383 Contamination Monitoring and Enforcement.

(1.) Contractor shall conduct annual route reviews each calendar year for contaminants in containers provided to SFD Collection Service customers in a manner that results in all routes

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being reviewed annually. Contractor shall visually inspect the contents of a reasonably representative number of such containers. Contractor shall develop a route review methodology that complies with the requirements of 14 CCR Section 18984.5(b). Contractor's proposed route review methodology shall include its plan for Container inspections and shall also include its plan for prioritizing the inspection of customers that are more likely to be out of compliance.

(2.) Contractor shall document Contamination and will notify customers of the Contamination by affixing a cart contamination tag to the cart. Cart tags will be issued to inform customers of proper material separation requirements and Contamination fees and charges. Contractor may, at its discretion collect the Container as Recyclable Materials, Organics, or Refuse. As set forth in (c) below, Contractor may charge customers with contaminated containers identified through routine periodic Contamination monitoring a contamination fee in accordance with the schedule in Attachment "A-1" of the Second Amendment.

(3.) Route reviews will be conducted by a residential route auditor as part of the contamination minimization program. The auditor will perform contamination monitoring requirements. Contaminated containers will be identified, and the customer notified by use of cart contamination tags affixed to the cart.

a. Notification to Customers: Container tags will be issued to inform customers of proper material separation requirements and Contamination fees and charges.

b. Contamination Fee: A Contamination Fee will be charged to customers with contaminated container identified through routine periodic Contamination monitoring in accordance with the requirements in Attachment "A-1" of the Second Amendment.

[END OF ATTACHMENT A-2]