

CITY COUNCIL ORDINANCE NO. 23-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE APPROVING A FIRST AMENDMENT TO THE AGREEMENT FOR SOLID WASTE HANDLING SERVICES BETWEEN THE CITY OF IRVINE AND WASTE MANAGEMENT COLLECTION & RECYCLING, INC., A CALIFORNIA CORPORATION, DBA WASTE MANAGEMENT OF ORANGE COUNTY; AND ADOPTION OF FINDINGS THAT THE ORDINANCE IS EXEMPT FROM CEQA

WHEREAS, the City of Irvine (“City”) and Waste Management Collection & Recycling, Inc., a California Corporation, dba Waste Management Of Orange County (“Contractor”) have entered that certain Agreement for Solid Waste Handling Services effective as of September 1, 2016 (the “Agreement”); and

WHEREAS, Contractor is an affiliate of Waste Management Holdings, 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, since adoption of the Agreement, 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 achieve the objectives of SB 1383 such as reduction of methane emissions from landfills; and

WHEREAS, Section 8.2.8 of the Agreement contemplated the possibility of the State of California imposing a requirement for Organic Waste diversion and both Section 8.2.8 and 8.4, taking this possibility into account, 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, Contractor and City desire to amend the Agreement by entering the First Amendment attached hereto as Exhibit A for the purpose of setting forth their agreements and understandings with respect to amendments to the Agreement to address the requirements of SB 1383, while leaving all other aspects of the Agreement unchanged; and

WHEREAS, Guarantor has reviewed the First Amendment and remains willing to apply its Guarantee to Contractor’s performance under the Agreement as amended by the First Amendment; and

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

WHEREAS, the City's Charter requires that any franchise granted by the City Council be authorized pursuant to an ordinance, and that prior to adopting any such ordinance the City Council adopt a resolution declaring its intention to do so, and setting a time for an opportunity for any person having an interest in or objecting to the granting of a proposed franchise to appear before the Council and be heard; and

WHEREAS, On December 13, 2022, the Council adopted a resolution consistent with the forgoing, setting the day and hour for a hearing upon a determination as to whether to enter the First Amendment as Tuesday, January 10, 2023, at 5:00 p.m., or as soon thereafter as the matter can be heard, at the City Council Chambers, 1 Civic Center Plaza, City of Irvine, California 92606; and

WHEREAS, on January 10, 2023, the Council opened the above noted public hearing, and thereafter continued it to January 24, 2023, at 5:00 p.m., or as soon thereafter as the matter can be heard, at the City Council Chambers, 1 Civic Center Plaza, City of Irvine, California 92606; 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 First Amendment could have a significant effect on the environment in that the First Amendment is merely the continuation of an existing service in the City; and

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY ORDAIN 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 adoption of the First Amendment is exempt from CEQA pursuant to CEQA Guidelines Sections 15060(c)(2), 15061(b)(3) and 15301(b) as the First Amendment is the continued provision of public utility equivalent services, the proposed changes are not anticipated to result in a direct or reasonably foreseeable indirect physical change in the environment, nor will they have the potential of creating a significant effect on the environment, and hence the First Amendment is subject to the "common-sense" exemption set forth in the CEQA Guidelines.

SECTION 3. The City Council hereby agrees to enter into the First Amendment with Waste Management Collection and Recycling, Inc., dba Waste Management of Orange County, subject to the terms set forth herein and in the First Amendment, 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 First Amendment on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR OF THE CITY OF IRVINE

ATTEST:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS  
CITY OF IRVINE )

I, CARL PETERSEN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing ordinance was introduced for first reading on the 24<sup>th</sup> day of January, 2023, and duly adopted at a regular meeting of the City Council of the City of Irvine, held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF IRVINE

**FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE HANDLING SERVICES BETWEEN CITY OF IRVINE AND WASTE MANAGEMENT COLLECTION & RECYCLING, INC., A CALIFORNIA CORPORATION, dba WASTE MANAGEMENT OF ORANGE COUNTY**

This First Amendment (the “First Amendment”) to the Agreement for Solid Waste Handling Services between the City of Irvine (hereinafter “City”) and Waste Management Collection & Recycling, Inc., a California corporation, dba Waste Management of Orange County (hereinafter “Contractor”) is made and entered so as to be effective as of April 1, 2023.

**RECITALS**

A. City and Contractor have entered that certain Agreement for Solid Waste Handling Services effective as of September 1, 2016 (the “Agreement”).

B. Contractor is an affiliate of Waste Management Holdings, 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.

C. Since adoption of the Agreement, 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 achieve the objectives of SB 1383 such as reduction of methane emissions from landfills.

D. Section 8.2.8 of the Agreement contemplated the possibility of the State of California imposing a requirement for Organic Waste diversion and both Section 8.2.8 and 8.4, taking this possibility into account, 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.

E. The parties now desire to enter this First Amendment for the purpose of setting forth their agreements and understandings with respect to amendments to the Agreement to address the requirements of SB 1383, while leaving all other aspects of the Agreement unchanged.

F. Guarantor has reviewed this First Amendment and remains willing to apply its Guarantee to Contractor’s performance under the Agreement as amended by the First 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.

**COVENANTS**

**SECTION 1 Definitions.**

(a) The following definitions shall apply and shall supersede any defined term in the Agreement.

(i) "Approved Facility/ies" shall mean facilities designated in Exhibit F, as it may be amended by agreement of the Parties.

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

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

(v) "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.

(vi) "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, and such definitions shall supersede any defined term in the Agreement not consistent herewith:

(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 2.33, 2.36 and 2.52 of the 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 Agreement: 2.37, 3.1, 8.2.1, , 8.2.3, 8.5.1, 10.9.4.1; 10.9.4.5, 11.4, 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 Yard Waste as defined herein is hereby deemed to replace the term Green Waste in Sections 2.21, 3.1 and 3.2(H) of the Agreement.

(f) The term Food Waste is hereby deleted from and replaced by Organic Waste in Section 2.37 and the term Organics is hereby deleted from and replaced by Organic Waste in Section 3.1 of the Agreement.

(g) Section 3.2 of the 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 8.2.9 of the Agreement. The text of Section 8.2.9 is amended in its entirety to read as follows:

8.2.9 Organic Waste Program for Single Family Dwellings Using Carts

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 Organic Recycling Program"). The program shall be consistent with the following provisions, and may include parameters that describe which materials Collected under such Program are suitable for delivery to the Organic Waste Processing Facility(ies) identified on Exhibit F.

8.2.9.1 Except as noted in Section 8.2.9.2 below, Contractor shall provide all Customers at Single Family Dwellings who have been provided Refuse Carts with a sixty-four (64) 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 this First Amendment may be used for such purpose, and the Parties note such Green Waste Carts were distributed having capacity in some cases of ninety-six (96) gallons and in other cases sixty-four (64) gallons. Any Customer receiving a replacement Cart or additional Cart for Organic Waste shall be provided with a Cart having an approximately sixty-four (64) gallon

capacity; provided, a Customer may request a smaller size Organic Waste Cart(s) and in such case shall be provided with an approximately thirty-five (35) gallon Organic Waste Cart(s) by Contractor. 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.

8.2.9.2 Notwithstanding the provisions of Section 8.2.9.1 above, and unless otherwise directed by the City Manager, Contractor shall not be required to distribute Organic Waste Carts to Customers living in Dwelling Units governed by homeowner associations if: (1) the homeowner association's board requests that Organic Waste Carts not be delivered to any of its members, (2) the homeowner association subscribes for Organic Waste Collection service in the same manner as a Customer at a Commercial Premises using Carts or Bins placed throughout the association in a manner sufficient to achieve compliance with SB 1383 and its implementing regulations on behalf of all of its residents, and (3) CalRecycle does not object to this arrangement. Homeowner associations that subscribe for and receive Organic Waste Collection as described in this Section 8.2.9.2 shall be deemed to be Customers at Commercial Premises for such purposes; shall be charged rates that do not exceed the maximum rates for Organic Waste Collection applicable to Customers at Commercial Premises; and, shall be subject to the provisions hereof related to Contractor's Commercial Organic Waste Recycling Program (as defined in Section 6 of this First Amendment). In circumstances where this Section 8.2.9.2 applies, Contractor:

(a) shall provide Customers living in the Dwelling Units at applicable homeowner associations with only two (2) Carts, a Refuse Cart and a Recycling Cart, and shall not provide such Customers with an Organic Waste Cart, and;

(b) shall charge Customers living in the Dwelling Units at applicable homeowner associations rates that do not exceed the maximum rate applicable to Standard Service which shall include application of a discount (the "2-Cart Organics Discount"). The 2-Cart Organics Discount as of the effective date of this First Amendment shall be \$3.83, and shall be adjusted effective September 1 each year by a percentage equal to the percentage change to the maximum rate for Standard Service that occurs after application of the adjustment formula set forth in Section 24.6 of the Agreement.

- 8.2.9.3 Contractor shall provide so called “kitchen pails” at no cost to all Customers at Single Family Dwellings who subscribe to either 2-Cart or 3-Cart Service for the purpose of gathering food scraps and transporting them from within Customer’s homes to their designated Organic Waste Container. Contractor shall provide replacement or additional “kitchen pails” at rates that do not exceed the maximum rates set forth in Exhibit A to Customers who request them. “Kitchen pails” shall be of a design approved in advance by City.
- 8.2.9.4 Contractor shall deliver all Organic Waste it Collects to a properly permitted Organic Waste Processing Facility in accordance with 14 CCR Section 18983.1(b).
- 8.2.9.5 As of the effective date of this First 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 implement a Residential Organic Waste Recycling Program that complies with all provisions of the Applicable Laws related to the use of plastic bags or compostable plastic bags, including without limitation 14 CCR §18984.1(d).
- 8.2.9.6 The maximum rates set forth in Exhibit A have been arrived at based on the Parties’ negotiations pursuant to Sections 8.2.8 and 8.4 which were intended to address Contractor’s costs related to implementing a program 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 F. Contractor may not utilize facilities other than the Approved Facility(ies) for processing of Organic Waste without the written consent of City, and any such consent shall be conditioned upon renegotiation of the maximum rates pursuant to Sections 8.2.5 and 8.4.



**SECTION 3.** Amendment to Section 8.2.10 of the Agreement. The text of Section 8.2.10 of the Agreement is amended in its entirety to read as follows:

**8.2.10. Use of Bins for Multi-Family Dwelling Customers**

Contractor shall supply Multi-Family Dwelling Customers with Bins meeting the minimum standards set forth in Exhibit B for Solid Waste Handling Services. Contractor shall provide each Premises with Multi-Family Dwellings with at least one Bin for Collection of Solid Waste, and shall Collect all Solid Waste placed therein for Collection not less than once per week, at rates that do not exceed the maximum rates set forth in Exhibit A. Contractor shall provide a number of Bins reasonably needed for Solid Waste Collection at each Premises with Multi-Family Dwellings. The size of Bins utilized, and the frequency of their Collection, shall be mutually agreed upon by Contractor and its Customers, except that Collection shall occur not less than one (1) time per week and City shall have the right to impose minimum requirements for Bin sizes and more frequent Collection should it determine such action is needed to protect public health, safety and welfare and to comply with Applicable Laws. In the event of any dispute as to the adequacy of the number of Bins at any given Premises with Multi-Family Dwellings, the City Manager shall have the ability to approve the number of Bins used at such location. As an alternative to the requirements of this Section and upon written approval of the City Manager, Contractor may provide Multi-Family Dwelling Customers Collection using either of the following Collection service options:

(a) a 3-Cart system comprised of ninety-six (96) gallon Refuse Carts and Recycling Carts, and sixty-four (64) or thirty-five (35) gallon Organic Waste Carts, as if they were, and subject to the provisions of this Agreement related to, Customers at Single Family Dwellings, including the maximum rates applicable to Customers at Single Family Dwellings as set forth in Exhibit A, or;

(b) a 2-Cart system as described in Section 8.2.9.2 comprised of a ninety-six (96) gallon Refuse Cart and a ninety-six (96) gallon Recycling Cart (and subject to the maximum rates applicable to such 2-Cart system as set forth in Section 8.2.9.2(b) [i.e., applying the 2-Cart Organics Discount]), provided (1) the landlord or property manager requests that Organic Waste Carts not be delivered to any of the units, and (2) the landlord or property manager subscribes for Organic Waste Collection service in the same manner as a Customer at a Commercial Premises using Carts or Bins and subject to the maximum rates for Organic Waste Collection applicable to Customers at Commercial Premises.

**SECTION 4** Amendment to Section 8.2.11 of the Agreement. The text of Section 8.2.11 of the Agreement is amended in its entirety to read as follows:

### 8.2.11 Multi-Family Dwelling Recycling Program

Contractor shall provide a Recycling program to all Premises with Multi-Family Dwellings (the “Multi-Family Dwelling Recycling Program”) that at a minimum meets the standards required under the Applicable Laws, including specifically AB 341, SB 1383 and all implementing regulations, and such program shall be consistent with Ordinance No. 21-19 adopted by the City to implement the Applicable Laws (including such amendments, if any, that may be required by CalRecycle). The Multi-Family Dwelling Recycling Program, and any changes implemented by Contractor, shall be subject to the City Manager’s reasonable approval before it is implemented. Once approved, in the event that modifications to the Multi-Family Dwelling Recycling Program are required by either a change in Applicable Law (including any ordinance adopted by the City), or by a directive from City, Contractor shall be entitled to an adjustment to any related maximum rates set forth in Exhibit A in accordance with Section 24.11. Contractor shall deliver each applicable Customer at least one Cart (with a capacity of either 35, 64 or 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 all implementing regulations), taking into account each Customers’ actual needs, 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, and keep current, information specifically outlining its Multi-Family Dwelling Recycling Program, and shall annually publish and distribute a brochure describing this service to all applicable Customers in City. Contractor may charge Customers for the services it provides as part of the Multi-Family Dwelling Recycling Program rates that do not exceed the maximum rates set forth in Exhibit A.

**SECTION 5. Amendment to Section 8.3.8 of the Agreement.** The text of Section 8.3.8 of the Agreement is amended in its entirety to read as follows:

### 8.3.8 Village Commercial Premises Recycling Program

Contractor shall provide a Recycling program, free of charge, for Village Commercial Customers (the “Village Commercial Premises Recycling Program”) that at a minimum meets the standards required under the Applicable Laws, including specifically AB 341, SB 1383 and all implementing regulations, and such program shall be consistent with Ordinance No. 21-19 adopted by the City to implement the Applicable Laws (including such amendments, if any, to it which may be required by CalRecycle). In the event that any such modification to the program is required by a change in Applicable Law including any ordinance adopted by the City or a City directed change, Contractor shall be entitled to an

adjustment to the maximum rates shown in Exhibit A to compensate Contractor for the incremental increased costs related to the required changes (i.e., only the increment related to the increase, bearing in mind the underlying program is at no cost), in accordance with Section 24.11. Contractor shall deliver each applicable Customer at least one Cart (with a capacity of either 35, 64 or 96 gallons) or Bin (with a capacity of either 2 or 3 cubic yards) for the Collection of Recyclable Materials. Contractor shall provide periodic on-site visits to such Premises to offer and promote Recycling services as required, attempt to resolve any logistical detriments to implementing the Village Commercial Premises Recycling Program, and notify and request assistance from the City for potential follow up action where there is a repeated refusal to implement the Village Commercial Premises Recycling Program. City agrees to provide reasonable assistance to Contractor, which may include adding its name to materials prepared for distribution to Village Commercial Customers regarding the requirements of the Applicable Laws, enforcement of its related ordinances as it may deem necessary (subject to its prosecutorial discretion), and occasional participation by City personnel in meetings with Village Commercial Customers who repeatedly refuse to implement the Village Commercial Premises Recycling Program. Contractor shall produce, and keep current, information specifically outlining its Village Commercial Premises Recycling Program, and shall annually publish and distribute a brochure describing this service to all Village Commercial Customers in City.

**SECTION 6. Amendment to Sections 8.2.12 and 8.3.9 related to Multi-Family Dwelling and Village Commercial Premises Organic Waste Programs.** Sections 8.2.12 and 8.3.9 of the Agreement are amended in their entirety to read as follows:

8.2.12 [RESERVED]

8.3.9 Commercial Organic Waste Recycling Program

(a) Contractor shall provide a program for the Collection, processing, and diversion from disposal of Organic Waste for all Customers at Village Commercial Premises and Multi-Family Dwellings consistent with the terms hereof (the “Commercial Organic Waste Recycling Program”). In connection with this obligation, Contractor shall deliver at least one 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 64 gallons) or Bins (with a capacity of 2 cubic yards). The Commercial Organic Waste Recycling Program may be designed to address the specific needs and waste stream of each Customer provided that all Customers shall receive Organic Waste Recycling service in accordance with Applicable Law; and, the Program specifically shall be structured to allow for Collection of Organic Waste comprised exclusively of Food Waste. Contractor shall work with Customers to evaluate the actual service needed, as well as the number of 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 implementing regulations, taking into account each Customer’s actual needs,

and public health and safety needs. The City Manager shall resolve any dispute that may exist between Contactor 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 implementing 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. Contractor shall notify City of instances where there is a repeated refusal to implement the Commercial Organic Waste Recycling Program. City agrees in such instances to provide reasonable assistance to Contractor, which may include adding its name to materials prepared for distribution to Customers regarding the requirements of the Applicable Laws, enforcement of its related ordinances as it may deem necessary (subject to its prosecutorial discretion), and participation by City personnel in meetings with Commercial Customers who repeatedly refuse to implement the Commercial Organic Waste Recycling Program.

(b) Contractor shall deliver all Organic Waste it Collects to a properly permitted Organic Waste Processing Facility where it is processed in a manner in accordance with 14 CCR Section 18983.1(b).

(c) As of the effective date of this First Amendment, certain of the Approved Facilities for delivery of Organic Waste Collected from Village Commercial Premises and Multi-Family Dwellings may accept plastics or compostable plastics. Accordingly, Contractor may, as part of its program for the Collection and processing of Organic Waste from such Customers, 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; provided, however, Contractor shall implement a Commercial Organic Waste Recycling Program that 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).

(d) Contractor shall provide Organic Waste Collection pursuant to the Commercial Organic Waste Recycling Program at rates based on Container size and service type and frequency that do not exceed the maximum rates set forth in the attached Exhibit A.

(e) 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 in a manner that ensures City is in compliance with the City's obligations to conduct outreach and education as set forth in the Applicable Laws, including AB 1826, SB 1383 and all implementing regulations. 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 Applicable Laws.

(f) Contractor shall identify 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 training materials for their employees, that complies with Contractor's Implementation, Outreach and Education Plan, attached hereto as Exhibit G. To the extent known to Contractor, Contractor shall advise such Customers of any obligations under the Applicable Laws with which they are not in compliance regarding Recycling and Organic Waste collection services.

(g) If requested by City, Contractor shall conduct visual inspections of Village Commercial Premises and Multi-Family Dwellings to evaluate their compliance with Organic Waste Collection obligations and service level needs. Contractor shall annually conduct Customer surveys and onsite inspections on behalf of City in a manner that complies with the Applicable Laws 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. Contractor shall provide copies to City of surveys conducted, and summaries of visual inspections performed, if any, each quarter and submit copies of all such materials 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 the 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 letter (in languages reasonably requested by City [which shall at a minimum include English, Spanish and Mandarin]) regarding the requirements of AB 1826, SB 1383 and all implementing 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 applicable Customers, informing such Customers of the availability of the Commercial Organic Waste Recycling Program and the requirements for compliance with AB 1826, SB 1383 and all implementing regulations. The letter shall note that subscription to Contractor's Commercial Organic Waste Recycling Program 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 G.

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

Within the timeframes set forth in the Implementation, Outreach and Education Plan, attached hereto as Exhibit G, or as otherwise agreed to by the City Manager and Contractor, 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 Organic Waste under the Applicable Laws. 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 it believes are not in compliance with the regulatory requirements applicable to them associated with their generation of Organic Waste 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 the Commercial Organic Waste Recycling Program, in order that such information may be utilized for enforcement purposes and included in reports to CalRecycle.

**SECTION 7. Amendment to Section 10.9 of the Agreement.** Section 10.9.4.6 is hereby added to the Agreement to read as follows:

**10.9.4.6 Annual and Ongoing Organic Waste and Recycling Program Outreach to all Customers at Village Commercial Premises, Multi-Family Dwellings and Single Family Dwellings.**

(a) Contractor, in coordination with City, shall annually contact all Customers at Village Commercial Premises, Multi-Family Dwellings and Single Family Dwellings, and provide information related to its Commercial Organic Waste Recycling Program and its Residential Organic Waste Recycling Program, as applicable to each Customer, which at a minimum shall include the information required by 14 CCR Section 18985.1. Contractor shall annually provide City with a list of all Customers it believes are in non-compliance with their obligations under the Applicable Laws related to their generation of Organic Waste and/or Recyclable Materials (including but not limited to a contact person, service and billing addresses, phone number, and email) as well as all available information relating to any refusal by the Customer to participate in Contractor's Commercial Organic Waste Recycling Program, Residential Organic Waste Recycling Program, Multi-

Family Dwelling Recycling Program and/or Village Commercial Premises Recycling Program, as applicable, that may be necessary for enforcement purposes and are required in reports to CalRecycle pursuant to SB 1383 and its implementing regulations.

(b) The attached Exhibit G is Contractor's SB 1383 Implementation, Outreach and Education Plan related to the services set forth in this First Amendment, including specifically those related to SB 1383. Contractor shall implement and follow all timelines, planned tasks, and schedules contained in its Outreach and Education Plan. Thereafter, not less than ninety (90) days prior to the anniversary of the effective date of this First 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 Implementation, Outreach and Education Plan in accordance with the time schedule to be included in such updated Plan.

(c) Contractor shall perform at least the following ongoing outreach efforts in connection with its Commercial Organic Waste Recycling Program:

- (i) Provide Organic Waste recycling information 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; 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) Provide employee training materials to Customers.
- (v) Propose solutions for the identified challenges and waste stream specifics.
- (vi) Provide Customers with information identifying Food Recovery Organizations and Food Recovery Services.

**SECTION 8.** Section 8.1.11 of the Agreement is amended in its entirety to read as follows:

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 complies with the Implementation, Outreach and Education Plan set forth in Exhibit G. Contractor's Implementation, Outreach and Education Plan was developed to enable it to implement the services set forth in this First Amendment, including specifically those related to SB 1383, and 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 various diversion programs, and their obligations under the Applicable Laws, including Ordinance No. 21-19 adopted by City.

(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 1.0 "full time equivalent" staff person (meaning one or more persons whose efforts equate to 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 functions, prepare reports on behalf of City as may be required of City by CalRecycle, 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 that substantiate the requirement that 1.0 persons on a "full time" assignment has been satisfied.

(d) In the event Contractor encounters a contaminated Container, meaning thirteen and one-half percent (13.5%) 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 using its Smart Truck<sup>SM</sup> system, or in such other manner satisfactory to City, which shall in either case at a minimum demonstrate: (i) thirteen and one-half percent (13.5%) 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, in a manner consistent with the provisions of this Section, 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 City's enforcement obligations set forth in the Applicable Laws.

(e) Upon discovering a contaminated Container, Contractor shall provide notice by leaving a tag on the container, or delivering the notice by mail, electronic mail, text or other electronic means reasonably calculated to ensure the Customer actually receives the notice. Contractor shall then Collect the contaminated Container and deliver the contents to a facility properly permitted to receive it. Contractor shall Collect the contaminated Container no later than the end of the business day following its regularly scheduled Collection day. Electronic delivery may be utilized for contamination notices if Contractor has a delivery address for that mode of communication for a Customer, and if not notices shall be mailed to the address used by Customer for billing purposes as well as the location where Collection occurs, if different. Notwithstanding the foregoing, during the first ninety (90) days following commencement of Organic Waste Collection as provided hereunder, Contractor shall also provide notice of contamination to Customers by leaving a notice tag on the contaminated container. Thereafter, Contractor shall provide notice as described in this paragraph and need not leave a tag on the contaminated Container; provided, however, if City observes contamination levels substantially increasing in any given area (which could include the entire City), it may require Contractor to revert to use of tags in such areas for notification of contamination for targeted periods (anticipated to be 30-60 days) in order to decrease contamination. It is the intent of this provision that Contractor will ultimately be using electronic or mail communications to notify Customers of contamination issues; but, that if this intended method of communication does not appear to be working to decrease contamination, City may use its reasonable discretion to require the use of tags for contamination notification.

(f) If Contractor observes the same Customer at a Single Family Dwelling having a Container contaminated by materials other than those for which it is designated on more than three (3) Collections in any calendar year, Contractor may charge a

contamination fee in an amount that does not exceed that set forth in Exhibit A. Contractor may charge Customers at Multi-Family Dwellings or at Village Commercial Premises 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 (e), and to present to Contractor any evidence it may have supporting the Customer's challenge to the contamination fee. Contractor's process for dispute resolution shall be subject to the City Manager's approval. 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 based upon substantial evidence supporting such decision.

(g) 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.

(h) Contractor 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. Contractor may use its Smart Truck<sup>SM</sup> system to conduct route reviews provided it complies with the Applicable Laws. 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 9. Routes.** Sections 8.1.5 and 8.1.6 of the Agreement are amended to read as follows:

**8.1.5 Collection Schedule**

Contractor shall establish routes for all Customers serviced pursuant to the terms hereof 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 establish a Collection schedule and both the Collection schedule and routes shall be approved by the City Manager, taking into account the efficiency of routes, such that all Single Family Dwelling Customers, Multi-Family Dwelling Customers, and Village Commercial Customers within the City will have not less than one established Collection day each week. Contractor shall provide notice to each Customer of its established Collection day(s), and shall provide at least 30 day's written notice to Customers of any change in their established Collection day(s). Notwithstanding any provision herein to the contrary, should any established Collection day fall on a holiday, or on any other day in which the Approved Facilities, or any of them, are closed, Contractor shall provide for Collection one (1) day later during the pick-up week, and the regular Collection schedule shall be resumed the following week. A pick-up week shall be defined as Monday through Saturday. Contractor may not change its established Collection schedules without obtaining the prior written consent of the City Manager.

#### 8.1.6 Commingling of Routes

Contractor shall not during its Collection process commingle Solid Waste Collected hereunder in a Collection Vehicle 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 either other jurisdictions it services, or with Collection routes it services pursuant to the Non-Exclusive Franchise Agreements. 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 to commingle such Solid Waste with Solid Waste Collected from other jurisdictions, or Solid Waste Collected pursuant to the Non-Exclusive Franchise Agreements, Contractor may commingle such Solid Waste in a Collection Vehicle. The City Manager may grant and withdraw his/or her consent for such commingling in his/her absolute and sole discretion.

**SECTION 10.** A new Section 8.8 is added as follows:

#### Section 8.8 Additional SB 1383 Services

Section 8.8.1 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 Village Commercial Customers in meeting their obligations set forth in 14 CCR Section 18985.2, by at a minimum providing the following services:

(i) As required by 14 CCR Section 18991.3, Contractor shall identify all Village Commercial Customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generators. Contractor shall identify all new Village Commercial Customers meeting this criteria on an ongoing basis. Contractor shall create, and keep current, a list of such Village Commercial 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 or Tier Two Commercial Edible Food Generator definition); 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 Village Commercial Customers who are Tier One or Tier Two Commercial Edible Food Generators to assess their compliance with the requirements of 14 CCR Section 18991.3.

(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 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,

(C) 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 Village Commercial Customers by including it with regularly scheduled notices, education and outreach materials, billing inserts, or other information disseminated to Village Commercial Customers.

(v) 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, to the extent arising out of Contractor's collection of Organic Waste pursuant to this Agreement.

(vi) Contractor shall keep records of its efforts in connection with this Section, as well as records that provide its best estimate of the total tonnage of Edible Food recovered within City to the extent Contractor has obtained such information through performance of its Organic Waste Collection program pursuant to this Agreement, 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 Sections 18991.1 and 18991.2 (the "Edible Food Recovery Payment"). The Edible Food Recovery Payment due on or before June 30, 2023 shall be the amount of \$84,000.00. Thereafter, the annual amount of the Edible Food Recovery Payment due on or before June 30 each year shall be adjusted by the percentage increase (if any) in the Consumer Price Index, for All Urban Consumers, all items index (CPI-U) – Los Angeles, Long Beach, Anaheim, as published by the United States Department of Labor, Bureau of Labor Statistics, by calculating the average of the changes in the CPI-U between each month during the April to March period immediately preceding the date of the adjustment and the same month in the preceding year.

#### Section 8.8.2 Assistance with Organic Recycling Waivers

(a) Contractor shall, upon request, 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 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 provide Contractor with any Organics Recycling Waivers it grants, and no waiver granted after related services have commenced for a Customer shall be effective until 48 hours after Contractor receives notice of such waiver from the City, in order to allow sufficient time for Contractor to adjust services in effect for a Customer. Thereafter, at least once every five (5) years, or more often if requested by City, Contractor shall conduct such desk-top investigation and fact finding as may be necessary to enable City to determine if the criteria by which City granted the Waiver continues to exist.

(c) Contractor shall maintain a record of each Organics Recycling Waiver issued by the City, as well as any ongoing activity it undertakes in connection with Section (b) above to provide data related to ongoing eligibility. 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 8.8.3 Dedicated Recycling Coordinator

Contractor shall assign one (1.0) staff persons to act as a "full time equivalent" Recycling coordinator to City (meaning one or more persons whose efforts equate to 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 (including, but not limited to, inspections, monitoring, enforcement and reporting) 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 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. The Recycling coordinator shall physically work from City's City Hall 50% of the time required hereunder for the first six (6) months following the effective date of this First Amendment and, thereafter for up to an additional six (6) months if reasonably deemed necessary by the City Manager. Thereafter, the Recycling coordinator shall work from City Hall at such times as mutually agreed upon by Contractor and City to ensure a close working relationship and coordination with City staff as well as accessibility for Customers; with any dispute regarding such times to be resolved by the City Manager. The requirement for the Recycling coordinator to work from City Hall 50% of the time in the initial six (6) months following commencement shall be evaluated on an ongoing basis and may be modified if mutually agreed by the Parties. Contractor shall keep records documenting the Recycling coordinator's activities that substantiate the requirement that 1.0 persons on a "full time equivalent" assignment has been satisfied.

**SECTION 11. Amendments to Sections 24.2, 24.3 and 24.3 of the Agreement.**

(a) Section 24.2 of the Agreement is hereby amended to read as follows:

**24.2 Guarantee of Lowest Available Single Family Dwelling Rates in County**

Contractor guarantees that its monthly rates for Standard Service, Low Volume Service, and services at the Senior Citizen Discount, more fully described in Section 8 hereof, which are provided at Single Family Dwellings, individually and separately, shall be the lowest rate available in any city in Orange County, California for "similar services." Accordingly, in the event that similar services at Single Family Dwellings is made available to residents in any other city in Orange County, California (with the exception of the City of Laguna Woods, the City of Los Alamitos, the City of Westminster and any other incorporated areas receiving Solid Waste Handling service from the Midway City Sanitary District, which shall not be considered), at a rate lower than those actually charged by Contractor within City at any time during the Term of this Agreement, Contractor shall reduce the rate it charges to Customers at Single Family Dwellings in City for the applicable service (Standard Service, Low Volume Service, or service at the Senior Citizen Discount) to a level lower than the rate available in such other city. The annual performance review set forth in Section 28.3 shall include an evaluation of the monthly rates available to residents in all Orange County cities for each of the service types Contractor provides at Single Family Dwellings (Standard, Low Volume and Senior Citizen Discount) Contractor shall reduce its rates pursuant to

this Section within thirty (30) days of City giving it notice that, based on information learned in a performance review or otherwise, a rate equal to or lower than that Contractor charges in City for a particular type of service at Single Family Dwellings has become available in any other Orange County city.

“Similar services” as used in this Section refers to Solid Waste Handling Services at Premises upon which Dwelling Units exist utilizing an automated Collection process involving Carts. When making comparisons of similar service with other cities, all automated Collection using Carts shall be considered as being in one of three categories: (i) sixty-four (64) to ninety-six (96) gallon Carts (Standard Service); (ii) thirty-five gallon Carts (Low Volume Service); or thirty five (35) to ninety-six (96) gallon Carts for Customers receiving a senior discount (Senior Citizen Discount) [recognizing with all of the foregoing that there are minor variations in Cart sizes used by cities in Orange County]. When making a comparison to determine whether a rate in another city is for a “similar service,” only the total price paid by residents in the other city for Collection of Solid Waste in a Cart of approximately the same size utilized in City shall be considered, inclusive of all fees, and no consideration shall be given to differences in Recycling or Solid Waste Collection programs, the number of Carts provided, geographic conditions, franchise or other fees, contract terms, or any other factors. In cases where minor discrepancies exist between the size of the Carts utilized in City and the Carts utilized in other cities to which a comparison for similar services purposes is being made, the City Manager shall determine whether the Carts utilized in the other cities are most like a thirty-five (35) gallon, or a sixty-four (64) to ninety-six (96) gallon Cart (as the case may be for each type of Collection service at Premises at which Dwelling Units exist), and his decision shall be final and binding on the Parties. Any dispute regarding the application of this Section, including the determination of whether services in another city constitute “similar services,” shall be decided by the City Manager in his reasonable judgment and at his sole discretion.

(b) Section 24.3 of the Agreement is amended in its entirety to read as follows:

24.3 Guarantee that Bin Service Rate Will Remain in Lowest Third of All Such Rates Available in the County

As part of the consideration for this Agreement, Contractor warrants and guarantees that its rates for weekly Solid Waste Collection utilizing Bins (as opposed to Temporary Bin service) will be in the lowest third of all such rates available in all OC Franchise Cities With Commercial Bin Service for “similar services.” Accordingly, in the event weekly Solid Waste Handling Services utilizing Bins are available in one third of the other OC Franchise Cities with Commercial Bin Service, at rates lower than those charged by Contractor for similar services in City at any time during the Term hereof, Contractor shall reduce its rates such that they are in the lowest third of all such rates available in all OC Franchise Cities with Commercial Bin Service. For purposes of determining rates for “similar services” pursuant to this paragraph, consideration shall be given to the type and

capacity of the Bin utilized and the frequency of Collection. The annual performance review audit set forth in Section 28.3 hereof shall include an evaluation of the rates available in all OC Franchise Cities With Commercial Bin Service that provide weekly Bin services. Contractor shall reduce its rates as set forth above within thirty (30) days of City giving it notice that, based on information learned in a performance review or otherwise, rates for similar services have become available which collectively make the rates otherwise charged by Contractor for Bin services within City higher than the lowest one third of such rates available for all other OC Franchise Cities With Commercial Bin Service.

As used in this Section, and when referring to Solid Waste Collection utilizing Bins, the term “similar services” shall mean the rate as it may vary according to weekly Collection frequency and, irrespective of what, if any, Recycling programs may be offered in connection with the Collection service. Hence, by way of example, Contractor’s Bin rate shall be in the lowest third of all such rates available in OC Franchise Cities With Commercial Bin Service for services received once per week, twice per week, three times per week, and so on, in a given size Bin. In the event an OC Franchise City With Commercial Bin Service does not offer a Bin size identified in Exhibit A, no comparison of rates shall be performed for that Bin size in connection with such OC Franchise City With Commercial Bin Service. A comparison of rates shall only be performed for Bin sizes that are offered in at least fifty percent (50%) of OC Franchise Cities With Commercial Bin Service. Bins used for Collection of Recyclable Material or Organic Waste shall not be included in comparisons of similar service, and rather the comparison is only intended to occur in connection with Bins used for the Collection of Solid Waste.

(c) The text of Section 24.4 of the Agreement is hereby deleted and replaced with: (Reserved).

**SECTION 12.** Amendment to Section 26.1 of the Agreement. Section 26.1 of the 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 C&D Debris Collected pursuant to this Agreement (hereinafter City’s “Flow Control Option”). Contractor expressly consents to City’s ability to direct the location for disposal and processing of Solid Waste hereunder, 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 all 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 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, at any time during the Term of this Agreement the City Manager may notify Contractor in writing that City desires to exercise its Flow Control Option with regard to 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 change.

**SECTION 13 Reports.** The following provisions are added as Section 23.1.1 of 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, to produce reports required under this section, and shall be responsible for costs associated therewith.

(c) Customized Reports. Upon request from City, Contractor shall prepare and provide customized reports if necessary for City to respond to requests from CalRecycle, containing information that Contractor is required to maintain hereunder in any reasonable format as may be 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) total number of Organic Recycling Waivers granted and the total number of related verifications performed by Contractor

(iv) total number of Organic Recycling Waivers 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 SB 1383 and its implementing regulations and a summary of action taken in connection with each.

(vii) a report of activities related to Edible Food Generators including:

- 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
- a report of the total pounds of Edible Food Recovered in the previous month due to Contractor's Edible Food Recovery program, or any other program if known to Contractor.
- the number of Commercial Edible Food Generators who participate in Contractor's Edible Food Recovery program, and any known reasons provided by those who do not participate.

(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 reasonably requested by City to enable it to comply with its obligations under the Applicable Laws.

(f) Confidential and Proprietary Information.

Contractor acknowledges that City is legally obligated to comply with the California Public Records Act (“CPRA”), lawfully issued subpoenas, and other legal obligations. City acknowledges that Contractor may consider certain records, reports, or information contained therein, which Contractor is required to provide to City under this Agreement, to be of a proprietary or confidential nature. If City receives a request for records under the CPRA, pursuant to a subpoena, or other lawful request or order, for which documents Contractor has expressly marked as trade secret and/or confidential would be responsive, City will endeavor to timely notify Contractor of the request, subpoena or other such lawful request and of City’s obligation and intent to provide a response (excepting in any instance for which such action by City would itself be unlawful, such as might occur in the case of a Grand Jury subpoena). Contractor may, at Contractor’s sole cost and expense, seek an order of a court of competent jurisdiction staying or enjoining the disclosure of any records. If City withholds records from disclosure at Contractor’s request, and a challenge to such action occurs, Contractor shall defend City (with counsel of City’s choosing), and shall indemnify City from and against any damages, penalties, or legal fees imposed as a result of such action.

**SECTION 14.** Service Component. Section 24.6.1 of the Agreement is hereby amended as follows.

Section 24.6.1 of the Agreement contains 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. This formula 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 formula remains unchanged.

**SECTION 15.** Records. The following paragraph is added to Section 28.1 of the 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 copies of any such records

to City within 5 business days of any request from City if reasonably possible, and in any case shall provide such records within 30 days.

**SECTION 16.** Amendment to Exhibit B – Container Specifications. Exhibit B to the Agreement which provides specifications for Contractor’s Containers is hereby replaced in its entirety with the new Exhibit B attached hereto.

**SECTION 17** Amendment to Exhibit A

Exhibit A (Maximum Rates) to the Agreement is hereby replaced in its entirety with the new Exhibit A attached hereto. The maximum rates set forth in Exhibit A shall become effective on April 1, 2023.

**SECTION 18:** The following new Section is added to the Agreement:

24.13 Homeowners Associations’ Service Election Review.

No later than July 31, 2023, Contractor and City shall review and evaluate the actual percentage of Customers at Single Family Dwellings that elected to change from an existing 2-Cart Collection service to a 3-Cart Collection service as set forth in Section 8.2.9.2. Should the percentage of such Customers that elect to change to 3-Cart Collection service be less than or greater than 10%, then Contractor and City shall negotiate in good faith to determine an appropriate adjustment to the maximum rate for Standard Service based on this actual percentage with such negotiations based upon the same cost assumptions used to adjust maximum rates as of the effective date of this First Amendment, and any such adjustment shall be effective on September 1, 2023. The foregoing adjustment will then be subject to the annual adjustment to which Contractor is otherwise entitled as set forth in Section 24.6. In addition, Contractor may request a similar review and evaluation on or before July 31, 2024 to determine the actual percentage of Customers at Single Family Dwellings that elected to change from an existing 2-Cart Collection service to a 3-Cart Collection service as set forth in Section 8.2.9.2. If such percentage has changed from the prior evaluation, City and Contractor shall follow the above procedure to determine an appropriate adjustment to the maximum rates for Standard Service so as to take into account the actual percentage of Customers who elected to make such a change, with any such adjustment effective on September 1, 2024. The foregoing adjustment will then be subject to the annual adjustment to which Contractor is otherwise entitled as set forth in Section 24.6. Notwithstanding anything to the contrary in this Section, no adjustment as a result of this Section 24.13 shall exceed the limitations to adjustments set forth in Sections 24.2 and 24.3, as amended by this First Amendment. The City Manager is authorized to approve any adjustment to maximum rates for Standard Service which are implemented as a result of this Section 24.13.

**SECTION 19** Additional Exhibits

Exhibit F (Approved Facilities) and Exhibit G (Implementation, Outreach and Education Plan) attached hereto are incorporated as though fully set forth herein and added to the Agreement.

**SECTION 20. Unaffected Provisions Remain in Full Force.**

All provisions of the Agreement, excepting for those expressly amended by this First Amendment, shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment to be effective as of the date and year written above.

CITY OF IRVINE

By: \_\_\_\_\_

Mayor

ATTEST:

By: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney

WASTE MANAGEMENT COLLECTION &  
RECYCLING, INC., a California Corporation,  
dba Waste Management Of Orange County

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGEMENT AND CONSENT BY CORPORATE GUARANTOR**

**A.** Waste Management Collection & Recycling, Inc., a California corporation, dba Waste Management of Orange County (“Contractor”) is an affiliate of Waste Management Holdings, Inc., a Delaware corporation (“Guarantor”).

**B.** Guarantor has entered a Corporate Guarantee (the “Guaranty”) related to Contractor’s obligations pursuant to the Agreement.

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

GUARANTOR:

WASTE MANAGEMENT HOLDINGS, INC., A DELAWARE CORPORATION

By: \_\_\_\_\_

## 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 10% more or less in volume than that identified.
- Each Refuse, Organic Waste and Recycling Cart or Bin utilized 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 First Amendment, the Agreement required that the body of all Carts be a uniform green color, with the lids of Refuse Carts being a uniform blue color, the lids of Recycling Carts being a uniform grey color, and the lids of Organic Waste Carts (then called Green Waste Carts) being a uniform green color. Upon the Effective Date of the First Amendment, Carts previously distributed may continue with this color designation, but any newly distributed Carts shall comply with the color requirements of the Applicable Laws.
- Any Cart 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 Bins distributed after the effective date of the First Amendment shall comply with the requirements of the Applicable Laws.

**City of Irvine**  
**Rate Adjustment Effective April 1st, 2023**

|                              |
|------------------------------|
| <b>1383</b>                  |
| <b>4/1/2023</b>              |
| <b>1383 Rate<br/>MFN Adj</b> |
|                              |
| Final 1383<br>Rates          |
|                              |

**Village Commercial & M/F Services**

|   |                          |           |
|---|--------------------------|-----------|
| Village Commercial & M/F 2 Cubic Yard Bin                                     | 1 time per week service  | \$ 105.40 |
|   | 2 times per week service | \$ 174.92 |
|   | 3 times per week service | \$ 247.31 |
|   | 4 times per week service | \$ 320.30 |
|   | 5 times per week service | \$ 393.89 |
|   | 6 times per week service | \$ 467.43 |
| Village Commercial & M/F 3 Cubic Yard Bin                                     | 1 time per week service  | \$ 130.75 |
|   | 2 times per week service | \$ 229.77 |
|   | 3 times per week service | \$ 315.77 |
|   | 4 times per week service | \$ 396.16 |
|   | 5 times per week service | \$ 482.17 |
|   | 6 times per week service | \$ 568.13 |
| Village Commercial & M/F 4 Cubic Yard Bin                                     | 1 time per week service  | \$ 184.30 |
|   | 2 times per week service | \$ 293.98 |
|   | 3 times per week service | \$ 412.58 |
|   | 4 times per week service | \$ 505.19 |
|   | 5 times per week service | \$ 627.54 |
|   | 6 times per week service | \$ 724.21 |
| <b>Village Commercial - Recycling services are included in the MSW charge</b> |                          |           |
| Multi-Family Recycling  | 1 time per week service  | \$ 97.14  |
|   | 2 times per week service | \$ 170.00 |
|   | 3 times per week service | \$ 233.51 |
|   | 4 times per week service | \$ 293.29 |
|   | 5 times per week service | \$ 356.78 |



**City of Irvine**  
**Rate Adjustment Effective April 1st, 2023**

|                              |
|------------------------------|
| <b>1383</b>                  |
| <b>4/1/2023</b>              |
| <b>1383 Rate<br/>MFN Adj</b> |
|                              |
| Final 1383<br>Rates          |
|                              |

**Village Commercial & M/F Services**

|   |                          |             |
|---|--------------------------|-------------|
|   | 6 times per week service | \$ 420.30   |
| Village Commercial, M/F Organics 2 Cubic Yard Bin         | 1 time per week service  | \$ 226.48   |
|   | 2 times per week service | \$ 424.75   |
|   | 3 times per week service | \$ 611.43   |
|   | 4 times per week service | \$ 793.11   |
|   | 5 times per week service | \$ 979.77   |
|   | 6 times per week service | \$ 1,166.43 |
| Village Commercial, M/F Organics 64 Gallon Cart           | 1 time per week service  | \$ 56.62    |
|   | 2 times per week service | \$ 106.20   |
|   | 3 times per week service | \$ 152.85   |
|   | 4 times per week service | \$ 198.27   |
|   | 5 times per week service | \$ 244.94   |
|   | 6 times per week service | \$ 291.61   |
| Village Commercial, M/F Organics 35 Gallon Cart           | 1 time per week service  | \$ 43.38    |
|   | 2 times per week service | \$ 79.71    |
|   | 3 times per week service | \$ 113.14   |
|   | 4 times per week service | \$ 145.32   |
|   | 5 times per week service | \$ 178.74   |
|   | 6 times per week service | \$ 212.16   |
| <b><u>Other Village Commercial &amp; M/F Services</u></b> |                          |             |
| Locking Bin   | Rate per bin per month   | \$ 7.71     |
| Scout/Push Out 25 to 50 Feet                              | per bin per occurrence   | \$ 3.09     |

City of Irvine  
Rate Adjustment Effective April 1st, 2023

|                      |
|----------------------|
| 1383                 |
| 4/1/2023             |
| 1383 Rate<br>MFN Adj |
| Final 1383<br>Rates  |

**Village Commercial & M/F Services**

|  |   |           |
|--|---|-----------|
| Scout/Push Out 51 to 75 Feet               | per bin per occurrence                  | \$ 4.64   |
| On-Call Extra Pick-Up                      | per bin per occurrence                  | \$ 53.93  |
| On-Call Extra Pick-Up (Compactor)          | per bin per occurrence                  | \$ 161.77 |
| Recycling/Organics Contamination (Per Bin) | per bin per occurrence                  | \$ 58.98  |
| Organics Contamination (Per Cart)          | per cart per occurrence                 | \$ 16.99  |
| Overload Bin (Snapshot)                    | per bin per occurrence                  | \$ 46.23  |
| Additional Bin Collection                  | per bin per occurrence                  | \$ 53.93  |
| Sunday/Holiday Service                     | per bin per occurrence                  | \$ 77.05  |
| Graffiti Removal                           | per bin per occurrence                  | \$ 38.52  |
| Commercial Compactor                       | Compactor are 3 times the standard rate |           |
| Resume Service Change (auto resume)        | per occurrence                          | \$ 32.19  |
| Steam Cleaning Bins                        | per bin per occurrence                  | \$ 89.45  |
| Bin Relocation                             | per bin per occurrence                  | \$ 59.63  |
| Multi-family/Commercial Refuse Cart Rate   | Rate per cart per month                 | \$ 60.12  |
| Commercial Bulky Item Collection           | per occurrence                          | \$ 29.82  |
| Multi-Family Bulky Item Collection         | per occurrence                          | \$ 115.88 |

|   |                                  |          |
|---|----------------------------------|----------|
| <b><i>Residential Weekly Service - Standard Service<br/>(3 cart curbside service - MSW/RCY/Mixed Organics)<br/>No plastic bags in organics cart</i></b> | Curbside Carts                   | \$ 17.87 |
|   | Curbside-Low Volume              | \$ 16.66 |
|   | Curbside Senior Rate             | \$ 16.66 |
|   | Addition Cart -Solid Waste       | \$ 7.16  |
|   | Additional Cart - Recycling      | \$ -     |
|   | Additional Cart - Mixed Organics | \$ 7.16  |

|   |                |          |
|---|----------------|----------|
| <b><i>**HOA &amp; M/F Customers (2 cart curbside service - MSW/RCY)</i></b> | Curbside Carts | \$ 17.87 |
|---|----------------|----------|

|                              |
|------------------------------|
| <b>1383</b>                  |
| <b>4/1/2023</b>              |
| <b>1383 Rate<br/>MFN Adj</b> |
|                              |
| Final 1383<br>Rates          |
|                              |

**Village Commercial & M/F Services**

***Utilize Village Commercial & M/F Organics Service and Rate Schedule for SB/1383 food diversion compliance (plastic bags allowed)***

|  |                  |
|--|------------------|
| Curbside-Low Volume  | \$ 16.66         |
| Curbside Senior Rate   | \$ 16.66         |
| Addition Cart -Solid Waste   | \$ 7.16          |
| Additional Cart - Recycling  | \$ -             |
| Additional Cart - Mixed Organics                                       | \$ 7.16          |
| <b>Discount for approved HOA &amp; M/F with only MSW and Rcy Carts</b> | <b>\$ (3.83)</b> |

**Other Residential Services**

|  |   |           |
|--|---|-----------|
| Extra Pick Up  | per occurrence  | \$ 41.75  |
| Walk-Out Service (qualified customers)                   | per occurrence (no charge)  | \$ -      |
| Walk-Out Service (optional service)                      | per month   | \$ 29.82  |
| Resume Service Charge (Auto Resume)                      | per occurrence  | \$ 35.78  |
| Auto-Resume Deposit                                      | per occurrence  | \$ 35.78  |
| Any Material Type Cart Overage                           | per cart after 1 warning  | \$ 11.92  |
| Recycle Cart Contamination                               | per occurrence after warnings   | \$ 11.92  |
| Cart Exchange (except for damage not caused by customer) | per occurrence  | \$ 18.92  |
| Cart Delivery  | per occurrence  | \$ 18.92  |
| Yard/Organics/Food Cart Contamination                    | per cart after warnings   | \$ 11.92  |
| At-Your-Door HHW Collection                              | optional service - per occurrence   | \$ 172.91 |
| At-Your-Door HHW Collection                              | qualified customer - per occurrence   | \$ -      |
| Residential Sharps Collection                            | 1 free quart-sized mail-back capped at 5% of total dwelling units. Refills available for \$35.00. | \$ 41.75  |

| City of Irvine   |   | 1383                 |
|--|---|----------------------|
| Rate Adjustment Effective April 1st, 2023                                      |   | 4/1/2023             |
|  |   | 1383 Rate<br>MFN Adj |
|  |   |                      |
|  |   | Final 1383<br>Rates  |
|  |   |                      |
| <b><u>Village Commercial &amp; M/F Services</u></b>                            |   |                      |
| Additional Bulky Item Collection (4 items - 4 times per year or 16 items free) |   | \$ 23.85             |
| Damaged Cart   |   | \$ 59.63             |
| Additional Food Pail   |   | \$ 8.00              |
| <hr/>  |   |                      |
| <b>Rolloff</b>   |   |                      |
| 40 Yard Pull Rate  | per haul  | \$ 337.85            |
| 10 Yard Pull Rate  | per haul  | \$ 337.85            |
| Compactor Pull Rate  | per haul  | \$ 383.91            |
| <b><u>Other Rolloff Services</u></b>   |   |                      |
| Daily Rental (after 7 days with no dump)                                       |   | \$ 6.58              |
| Rolloff Box Standby/Trip Charge  |   | \$ 62.56             |
| Ticket Copies  | per occurrence  | \$ 1.56              |
| Bin Relocation, Trip   | per occurrence  | \$ 60.06             |
| Sunday/Holiday Service   | per load, trip, relocate in<br>addition to standard<br>charge | \$ 68.81             |
| Resume Service Change (auto resume)  | per occurrence  | \$ 22.52             |
| Rolloff Contamination Rate   | Per ton over material rate per ton                            | \$ 58.98             |
| Heavy Truck Service  | per occurrence  | \$ 89.45             |
| Rolloff MSW Disposal Fee   | Tipping Fee for Landfill                                      | \$ 39.51             |

## Transfer Facilities

### Transfer Facility & MRF



|  |   |
|--|---|
| i. The name and address of the facility; | <b>Waste Management Sunset Environmental</b><br>16122 Construction Circle West, Irvine, CA 92606      |
| ii. Owner                                | Sunset Environmental is solely owned and operated by Waste Management Collections and Recycling, Inc. |
| iii. SWIS ID                             | 30-AB-0336  |

## Processing Facilities

### MRF (Source separated recyclables)



|  |   |
|--|---|
| i. The name and address of the facility; | <b>Waste Management Orange MRF</b><br>2050 N Glassell St., Orange, CA 92865 |
| ii. Owner                                | Orange MRF is solely owned and operated by Waste Management, Inc.           |
| iii. SWIS ID                             | 30-AB-0363  |

### Organics (Source separated food waste)



|  |  |
|--|--|
| i. The name and address of the facility; | <b>OREX Located at Sun Valley Recycling Center</b><br>9227 Tujunga Ave, Sun Valley, CA 91352 |
| ii. Owner                                | WM owns and operates this facility.  |
| iii. SWIS ID                             | 19-AR-1237   |

### Organics (Source separated green waste & Co-mingled green & food waste)



|  |   |
|--|---|
| i. The name and address of the facility; | <b>Tierra Verde Industries</b><br>8065 Marine Way, Irvine, CA 92618 |
| ii. Owner                                | Tierra Verde Industries   |
| iii. SWIS ID                             | 30-AB-0403  |

**Organics (Source separated food waste)**

|  |  |
|--|--|
| i. The name and address of the facility; | <b>Republic Waste Services (RWS)</b><br>2775 East Gretta Ln, Anaheim, CA 92806 |
| ii. Owner                                | Republic Services owns and operates this facility.                             |
| iii. SWIS ID                             | 30-AB-0335   |

**Organics (Source separated food waste)**

|  |   |
|--|---|
| i. The name and address of the facility; | <b>Centralized Organic Recycling (COrE) Facility</b><br>Located at Waste Management Orange MRF<br>2050 N Glassell St., Orange, CA 92865 |
| ii. Owner                                | WM owns and operates this facility.   |
| iii. SWIS ID                             | 30-AB-0363  |

**Transformation**



|  |   |
|--|---|
| i. The name and address of the facility; | <b>Southeast Resource Recovery Facility</b><br>120 Pier S Ave., Long Beach, CA 90802  |
| ii. Owner                                | SERRF, a joint powers authority made up of the City of Long Beach and the County Sanitation District of Los Angeles, owns and operates this facility. |
| iii. SWIS ID                             | 19-AK-0083  |

**Designated Disposal Facilities**

**Disposal**



|  |  |
|--|--|
| i. The name and address of the facility; | <b>Frank R. Bowerman Landfill</b><br>11002 Bee Canyon Access Rd, Irvine, CA 92602<br><b>Prima Deshecha Landfill</b><br>32250 Av. La Pata, San Juan Capistrano, CA 92675<br><b>Olinda Alpha Landfill</b><br>1942 Valencia Ave, Brea, CA 92823 |
| ii. Owner                                | The County of Orange owns and operates these facilities.   |
| iii. SWIS ID                             | Frank R. Bowerman: 30-AB-0360<br>Prima Deshecha: 30-AB-0019<br>Olinda Alpha: 30-AB-0035  |

**IMPLEMENTATION, OUTREACH AND EDUCATION PLAN**

**SB 1383 Implementation Plan & Timeline**

Implementation Task List & Estimated Timeline

All key milestones for the rollout of SB 1383-related services are listed with anticipated dates and details in the chart below. All dates included on the chart are estimated based on our targeted timelines. Timeline subject to change based on mutual agreement between WM and the City.

| Program   | Target Start Date               | Completion Date  | Responsible Party | Notes   |
|---|---------------------------------|------------------|-------------------|---|
| <b>Section 2<br/>(8.2.9.1-8.2.9.6)<br/>Organic Waste Program for Single Family Dwellings</b>                    |                                 |                  |                   |   |
| Single-family Dwelling Organic Waste Collection Services Commence- Customer with existing 3 cart service        | Following Approval of Amendment | April 1, 2023    | WM                | WM to provide Service Implementation Plan   |
| Single-family Dwelling Organic Waste Collection Services Identification- Customers with existing 2-cart service | Following Approval of Amendment | June 30, 2023    | WM                | WM to provide Service Implementation Plan that includes a phased rollout of cart distribution and services with either additional carts or centralized drop off locations dependent on customer preference. |
| Single-family Dwelling Organic Waste Collection Services Commence - Customers with existing 2-cart service      | Following Approval of Amendment | January 1, 2024  | WM                | WM complete deployment of either 3rd cart or centralized organic waste containers to customers with existing 2-cart service.  |
| Secure approval of design by City of kitchen pails  | Prior to Approval               | January 24, 2023 | WM/City           | WM to provide sample kitchen pail for City approval.  |

**IMPLEMENTATION, OUTREACH AND EDUCATION PLAN**

|   |                                 |                                  |    |  |
|---|---------------------------------|----------------------------------|----|--|
| Distribution of kitchen pails   | Following Approval of Amendment | March 31, 2023                   | WM | Kitchen pails distributed, with educational material, at no additional charge to customers with existing trash service. Additional kitchen pails will be offered at a cost designated in Exhibit A |
| <b>Section 4<br/>(8.2.11)<br/>Multi-Family Dwelling Recycling Program</b>   |                                 |                                  |    |  |
| Contractor shall deliver each applicable Customer at least one Cart (with a capacity of either 35, 64 or 96 gallons) or Bin (with a capacity of either 2 or 3 cubic yards) for the Collection of Recyclable Materials | Q4 2022                         | June 30, 2023                    | WM | All customers are currently participating in a recycling program   |
| Contractor shall assist the City in identifying Customers that are not in compliance with their Recycling obligations under the Applicable Laws   | Q4 2022                         | Ongoing, annually by September 1 | WM | To be included with contractual reporting  |
| Annual Multi-Family Service Brochure  | Q2 2023                         | Ongoing, annually by September 1 | WM | In Q2 WM will work with City and City Consultant to establish a City-approved brochure.  |
| <b>Section 5<br/>(8.3.8)<br/>Village Commercial Premises Recycling Program</b>  |                                 |                                  |    |  |
| Contractor shall deliver each applicable Customer at least one Cart (with a capacity of either 35, 64 or 96 gallons) or Bin (with a capacity of either 2 or 3 cubic yards) for the Collection of Recyclable Materials | Q4 2022                         | June 30, 2023                    | WM | WM to provide Service Implementation Plan  |



**IMPLEMENTATION, OUTREACH AND EDUCATION PLAN**

|   |                                 |                                  |    |   |
|---|---------------------------------|----------------------------------|----|---|
| Contractor shall assist the City in identifying Customers that are not in compliance with their Recycling obligations under the Applicable Laws   | Q4 2022                         | Ongoing, annually by September 1 | WM | To be included with contractual reporting   |
| Annual Commercial Service Brochure  | Q2 2023                         | Ongoing, annually by September 1 | WM | In Q2 WM will work with City to establish a City-approved brochure and method of distribution.  |
| <b>Section 6<br/>(a-h)</b><br><b>Commercial Organic Waste Recycling Program</b>   |                                 |                                  |    |   |
| Contractor shall deliver at least one Container for the Collection of Organic Waste to each applicable Customer except such Customers for whom City issues an Organics Recycling Waiver | Following Approval of Amendment | April 1, 2023                    | WM | WM to provide Service Implementation Plan if applicable.  |
| Customer education and outreach related to Organic Waste recycling  | Following Approval of Amendment | Ongoing, annually by September 1 | WM | WM to provide an outreach plan upon approval and on an annual basis. Outreach, unless otherwise specified, may include direct mail, email, telephone calls, In-person, or virtual site visits, and/or such other methods as Contractor reasonably deems appropriate |
| Identify and Report Tier 1 and Tier 2 Edible Food Recovery Generators in Irvine Village   | Upon Approval                   | Quarterly                        | WM | Provide an ongoing list of new customers on quarterly reports.  |

**IMPLEMENTATION, OUTREACH AND EDUCATION PLAN**

|   |                   |                                  |    |  |
|---|-------------------|----------------------------------|----|--|
| Customer surveys and onsite inspections annually on commercial premises and multi-family dwellings that do not participate in 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 | Prior to Approval | Ongoing, annually by September 1 | WM | WM and the City to work together to finalize the survey to be used for annual inspections, survey to be included with annual notice and provided during individual customer outreach as needed |
|---|-------------------|----------------------------------|----|--|

**IMPLEMENTATION, OUTREACH AND EDUCATION PLAN**

|  |                                 |   |               |   |
|--|---------------------------------|---|---------------|---|
| Initial Direct Mailing Outreach Section h, 1   | Following Approval of Amendment | April 1, 2023   | WM            | WM to assist the City with creating and distributing a multi-lingual letter. That would be funded through the Irvine Public Education Fund. |
| Direct Mailing of Out of Compliance Outreach Section h, 2  | Following Approval of Amendment | Q3 and Q4 2023  | WM            | WM to assist the City with creating and distributing a multi-lingual letter. That would be funded through the Irvine Public Education Fund. |
| <b>Section 7</b><br><b>10.9.4.6 a-c</b><br>Annual and Ongoing Organic Waste and Recycling Program Outreach to all Customers at Village Commercial Premises, Multi-Family Dwellings and Single-Family Dwellings |                                 |   |               |   |
| Annual Service Brochure  | Q3 2023                         | Ongoing, annually by September 1                                    | WM            | To be included with invoice   |
| Virtual Community Presentations co-hosted with City  | Q3 2023                         | Annually upon request   | City Staff/WM | To be scheduled at the request of the City  |
| Training Materials   | Upon Approval of Amendment      | With annual notice and ongoing with individual customer interaction | WM            | WM to provide training materials and support as outlined in Section 7 of the agreement  |
| <b>Section 8</b><br><b>(a-f)</b><br>Container Contamination Monitoring   |                                 |   |               |   |

**IMPLEMENTATION, OUTREACH AND EDUCATION PLAN**

|   |                             |           |    |   |
|---|-----------------------------|-----------|----|---|
| Designated Outreach Auditor                                       | Upon execution of amendment | Ongoing   | WM | Portion of full-time equivalent WM staff person-perform to oversee inspection and other monitoring functions, prepare reports, conduct outreach and education, participate in and facilitate community events, and assist with resolution of Customer complaints          |
| Contamination monitoring & route reviews                          | Upon execution of amendment | Ongoing   | WM | Contamination will be monitored using WM's Smart Truck <sup>SM</sup> system, customers will be promptly notified of contamination   |
| Container Contamination   | Upon execution of amendment | Ongoing   | WM | Summary of contamination information to be within monthly, quarterly, and annual report   |
| <b>Section 10<br/>(8.8-8.8.3)<br/>Additional SB 1383 Services</b> |                             |           |    |   |
| Edible Food Recovery  | Q2 2023                     | Quarterly | WM | WM will assist the City with identification of all Village Commercial Customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generators and will cooperate with the City's food rescue efforts either directly or with a designated consultant |

**IMPLEMENTATION, OUTREACH AND EDUCATION PLAN**

|   |   |                                |    |  |
|---|---|--------------------------------|----|--|
| Edible Food Recovery Funding                                    | June 2023   | Annually, by or before June 30 | WM | WM will provide \$84,000.00 due on or before June 30 annually, adjusted for CPI  |
| Assistance with Organics Recycling Waivers                      | Upon Execution of Amendment                           | Ongoing                        | WM | WM to assist customers in assessing if they qualify for an Organics Recycling Waiver, provide support to City in evaluating submitted waivers, and maintain records of issued waivers to be provided with contractual  |
| Assign designated recycling coordinator (8.8.3)                 | Upon Execution of Amendment                           | April 1, 2023                  | WM | Recycling coordinator will physically work from City Hall 50% for the first six (6) months following implementation of amendment and, thereafter for up to an additional six (6) months if deemed necessary by the City. City to provide badge and workstation |
| <b>Section 13<br/>(a-f)<br/>Reporting</b>                       |   |                                |    |  |
| Monthly, quarterly, annual, and customized reports as specified | Next reporting period following approval of amendment | Ongoing                        | WM | Provide all information necessary for City to meet monthly, quarterly, and annual reporting obligations under the Applicable Laws, in a format reasonably acceptable to City   |