



# City Council Agenda Report

ITEM NO. 20

**DATE:** May 21, 2025

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** H. Ted Gerber, Public Works Director  
Arpy Kasparian, Environmental Services & Sustainability Manager

**SUBJECT:** **CONSIDERATION OF ADOPTION OF A RESOLUTION APPROVING THE FIRST AMENDED AND RESTATED EXCLUSIVE SOLID WASTE HANDLING AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES) AND AUTHORIZING STAFF TO INITIATE A PROPOSITION 218 PUBLIC HEARING; AND APPROVE A LETTER AGREEMENT WITH ATHENS SERVICES RELATED TO THE PAUSE ON THE ANNUAL RATE ADJUSTMENT**

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## Recommendation

It is recommended that the City Council:

1. Adopt a Resolution that: (a) approves the first amended and restated agreement with Athens Services for Exclusive Solid Waste Handling services (Amended Agreement) in the final form approved by the City Attorney and City Manager; and directs staff to proceed and schedule a Proposition 218 (Prop 218) public hearing to consider the proposed solid waste rate adjustment changes and provide notice of the public hearing; and
2. Approve a letter agreement with Athens Services regarding a pause on the July 1, 2025 annual rate adjustment until the conclusion of a Prop 218 public hearing and authorize the City Manager to sign and transmit the same.

## Executive Summary

Senate Bill (SB) 1383 requires the City to comply with new state law which requires jurisdictions to implement organics collection services for all waste customers, among other requirements. While the City approved an agreement in December 2024, an additional amendment is required to address the high diversion requirements of SB 1383. City staff continued negotiations with Athens Services regarding this requirement, which can be implemented with the addition of collection services for a third waste stream (blue container). On April 28, 2025, staff presented the proposed terms of an amendment to the current agreement and received direction from Council to proceed with an amendment with the following terms:

1. Waive the annual rate adjustments for all rates for the scheduled July 1, 2025 and July 1, 2026 rate adjustments, i.e. freeze all rates until the scheduled increase on July 1, 2027.
2. Modify the annual rate adjustment formula from using the regional Consumer Price Index (CPI) to using the national 'Trash' CPI + 1%.

3. Increase the contract length from a seven-year (7) rolling term to a ten-year (10) rolling term.
4. The City will agree to not issue a Notice of Intent to Wind Down for five years starting with the amendment effective date.

City staff are proposing and recommending approval of an amended and restated agreement (Attachment 1). In addition to the addition of a third waste stream and the terms outlined above, the proposed Amended Agreement also includes modifications to Bulky Item collection services to improve accessibility of the service to customers.

The effectiveness of the Amended Agreement is contingent upon the City Council's approval of the proposed rate escalation adjustments in the absence of a majority protest following a Prop 218 public hearing, which must be held at least 45 days after a notice is mailed to the public. City staff recommend approval of a resolution setting the Prop 218 public hearing date on July 16, 2025, or such other date selected by the City Manager (Attachment 2).

Lastly, staff recommends approval of a letter memorializing the agreement between the City and Athens Services to pause the July 1, 2025 annual rate adjustment until the Proposition 218 public hearing is held (Attachment 3).

## **Background**

City staff worked with the City's franchise waste hauler, Athens Services, from 2022 - 2024 to update the Exclusive Solid Waste Handling Agreement (Current Agreement) to accommodate the additional services required by SB 1383. The Current Agreement was approved by City Council on October 2, 2024. On December 18, 2024, the City conducted a Prop 218 public hearing and there was no majority protest. Accordingly, the Current Agreement went into effect on January 1, 2025 and included a two-container collection service – black containers for non-organic solid waste mixed with recyclables and green containers for organic waste. While rates are typically adjusted by Athens each July 1 (Annual Rate Adjustment), the Current Agreement required an additional adjustment to rates on January 1, 2025.

Per SB 1383 regulations, all jurisdictions with a two-container collection service must send its black container material (non-organic solid waste mixed with recyclables) to a high-diversion organic waste processing facility. A high-diversion organic waste processing facility must meet an organics recovery efficiency rate of 75% by 2025 (50% in 2022). If a facility fails to meet this standard, it may not be used as a destination facility for black container material in a two-container collection system, and doing so may subject a jurisdiction to enforcement action.

Alternatively, a jurisdiction may implement a three-container collection service where recyclables and organics are source-separated from other solid waste. With the extremely limited availability of approved high-diversion facilities in the state, transitioning to a three-container collection service in the City would be the most appropriate avenue for compliance.

At the December 18, 2024 public hearing, Council directed additional negotiations with Athens to address the high diversion requirements of SB 1383. In January 2025, Athens and a City Athens Negotiations Working Group (Working Group) - comprised of City staff and two City Councilmembers - began meeting to negotiate a transition to a three-container system in which each single-family-home residential customer would receive at minimum one green container for organic waste, one blue container for recyclable materials, and one black container for all other solid waste (up to seven barrels total for single-family-home residential customers).

The Working Group met with Athens Services several times between January and April 2025 to negotiate the terms for adding a third waste stream/blue container for recyclables. Considering the recent significant rate increases taking effect January 1, 2025, the Working Group pursued an option to extend services with minimal impact on ratepayers. On April 28, 2025, staff presented the proposed terms of an amendment to the current agreement and received direction from Council to proceed with an amendment with the following terms:

1. Freeze all rates at the January 1, 2025 rate schedule for all customers for two years, i.e. no annual rate adjustments on July 1, 2025 and July 1, 2026. The next rate adjustment would take place on July 1, 2027.
2. Modify the annual rate adjustment formula from using the “Consumer Price Index, All Urban Consumers, Los Angeles/Long Beach/Anaheim area” (CPI) to using the “Consumer Price Index for Trash & Garbage Collection, U.S. City Average” (Trash CPI) plus 1%.
3. Extend the current seven-year rolling term to a ten-year rolling term.
4. The City will agree to not issue a Notice of Intent to Wind Down for five years starting with the amendment effective date.

In addition, the Working Group used this opportunity to request modifications to the Bulky Item collection services to improve the accessibility of this service to customers.

## **Analysis**

### Proposed Annual Rate Adjustment Freeze

The proposed rate freeze on July 1, 2025 and 2026 provides South Pasadena ratepayers stability during current volatile market conditions. With the proposed Amended Agreement, the scheduled annual rate adjustments for July 1, 2025 and July 1, 2026 will be waived and rates will continue at the January 1, 2025 schedule until July 1, 2027.

### Proposed Modification to Rate Adjustment Formula (CPI to Trash CPI + 1%)

Both the current and proposed CPI indices are published monthly by the U.S. Bureau of Labor Statistics. The CPI index used in the Current Agreement with Athens accounts for residential homes and the cost of household goods (e.g., milk, bread, eggs). This index does not represent trash industry cost escalation, and as a result, the actual operating costs of waste hauling outpace the rate adjustments based on ‘household’ CPI. The Trash CPI measures the direct costs of goods and services in the waste industry. Moreover, to add the services of a third waste stream as required by SB 1383, Athens will need to incur significant capital expenses, including the purchase of an additional Mother Truck, an additional Mini Class C Rear Loader, and four additional manual barrel service pick-up trucks. In addition, since the manual barrel service pick-up trucks contain only two compartments for two waste streams, the routes for single-family-home customers will now need to be conducted twice in order to pick up the third waste stream separately. The additional 1% rate escalator covers these increased labor, operational, and equipment costs of the third waste stream.

### Proposed Changes to Contract Term Length

The additional time on the term length and the prohibition that the City does not terminate the Agreement for five years enables Athens to recoup their capital investments and the loss of the rate freeze over time. For market comparison, many peer cities which have agreements

with Athens use Trash CPI + 1% for the annual cost escalation and are bound by a minimum 10-year rolling term (with one city having a rolling term as long as 30 years). These peer cities include Azusa, Covina, Downey, Glendora, Norwalk, Sierra Madre, South El Monte, and more. Transitioning to a new collection service model citywide (procuring new trucks and barrels, deploying new barrels and bins citywide, getting residential and commercial customers on board and compliant with new waste disposal practices/procedures) will take several years. During this transition period, it is proposed that neither party will issue a Notice of Intent to Wind Down for five years starting the amendment effective date.

#### Modifications to Bulky Item Collection Services

In the Current Agreement, Athens provides four free Senior Citizen Dumpster Weeks and four free Dumpster Days for all residents on an annual basis to discard bulky items. Residents who wish to discard bulky items outside of these events must pay an additional fee per item. The lack of available locations in the City to host the Dumpster Day events has resulted in cancellations of the event. In addition, only those residents who have the means to transport bulky items to the event location are able to use this service (except senior citizens who have a curbside program). In order to address these issues, the Working Group worked with Athens to modify these services. The proposed Amended Agreement includes a free quarterly curbside bulky item pick-up program that would allow all residential customers, including multifamily customers, to request one free bulky item pick-up for up to five items per calendar quarter. This service will be provided on a “use it or lose it” basis and will completely replace the Senior Citizen Dumpster Weeks and Dumpster Days.

#### New Containers

Upon a successful Prop 218 public hearing and per SB 1383 regulations, Athens will procure and deploy new standardized 32-gallon barrels to all single-family-home customers. The new barrels will have wheels, lids, and handles that will make lifting into service trucks easier and safer. Single-family-home customers will have the opportunity to choose up to a total of 7 barrels – minimum one green barrel for organics (yard waste and food scraps), one blue barrel for recyclables, and one black barrel for all other solid waste. Athens will also collect and recycle old trash barrels if customers choose to discard their old barrels. Under the Amended Agreement, commercial and multi-family customers would receive one 96-gallon recycle/blue cart serviced one time per week as part of their regular collection service. Athens will conduct waste assessments for commercial and multi-family customers to assess service levels to ensure new containers meet their needs. All containers will have standard labeling indicating what is and is not acceptable in the container. It is estimated that the manufacturing of the new barrels will take 16-18 weeks and the deployment will take approximately 6-8 weeks.

#### Outreach and Education

City staff and Athens Services will work together to provide extensive public outreach and education regarding the new waste streams, new services, and deployment of new containers. Outreach plans include two to three direct mailers to all addresses in the City describing the changes in waste services, a webpage containing informational materials and FAQs, social content, physical flyers at all City facilities, etc. In addition, Athens representatives will be conducting waste assessments for commercial and multi-family customers.

## Proposition 218

The implementation of the Amended Agreement is contingent upon the culmination of proceedings relating to Prop 218 (holding a noticed public hearing and no majority protest) and the City Council's approval of the rates set forth in the Amended Agreement. The public hearing must be held at least 45 days after notice is mailed to property owners and customers (Attachment 4). City staff recommends approval of a resolution setting the Prop 218 public hearing date to July 16, 2025, or such other date selected by the City Manager.

### **Next Steps**

1. Upon Council's approval of the proposed Amended Agreement and resolution, City staff will provide all ratepayers mailed notices of a Prop 218 public hearing to occur on July 16, 2025.
2. Upon a successful Prop 218 public hearing, Athens will begin procurement of new residential barrels, commercial recycling carts, and additional collection vehicles. Athens will conduct waste assessments for all commercial and multi-family customers. Manufacturing of barrels may take 16-18 weeks and collection vehicles will take approximately 90 days.
3. New residential barrel and commercial and multi-family bin and cart deployment will begin with extensive outreach and education provided to all account holders. Deployment will take approximately 6-8 weeks. Athens will remove and dispose/recycle customer's old barrels as part of the deployment process.
4. Staff will continue SB 1383 implementation and education regarding new collection services, among other state-mandated requirements.

### **Fiscal Impact**

Residential, multi-family, and commercial solid waste rates are paid by customers directly to Athens, therefore, there is no direct cost to the City being considered in this item. If approved by the City Council, residential and commercial refuse rates will see no changes, and no annual rate adjustments will be made for the years 2025 and 2026. In addition, on July 1, 2027, solid waste rates will be adjusted by the percent change in Trash CPI + 1%.

### **Key Performance Indicators and Strategic Plan**

This item is related to infrastructure solid waste collection goals in the City Council's 2025 compilation of priorities, number 2(g).

### **Commission Review and Recommendation**

This item was not reviewed by a commission; however, the proposed terms were discussed at-length by the City Athens Negotiations Working Group consisting of City staff and two Councilmembers.

### **Public Notification**

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

### **Environmental Analysis**

City staff has evaluated the entering into of the proposed Exclusive Franchise Agreement and approval of the proposed terms for purposes of compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (CEQA) and the California CEQA Guidelines and has determined that approval of the Exclusive Franchise Agreement and

proposed terms are intended to implement State mandated requirements of the California Senate Bill (SB) 1383, Short-lived Climate Pollutant Reduction Act of 2016. Pursuant to CEQA Guidelines Section 15308, Class 8, "Actions by Regulatory Agencies for Protection of the Environment," these actions are exempt from further review under CEQA. The development and implementation of the amended services is a requirement of the California Department of Resources Recycling and Recovery (CalRecycle) and is exempt from CEQA because it is an action pursuant to a regulatory requirement to assure the protection of the environment and involves procedures for protection of the environment. Furthermore, the amended services apply to the City's existing volume of generated solid waste, where there is no expansion of use, and is therefore exempt from the CEQA analysis based on State CEQA Guidelines requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Attachment:

[Attachment No. 1 - Proposed Amended Agreement.pdf](#)

[Attachment No. 2 - Prop 218 Resolution.pdf](#)

[Attachment No. 3 - Rate Adjustment Billing Letter.pdf](#)

[Attachment No. 4 - Prop 218 Public Notice July 16.pdf](#)

[Attachment No. 5 - PowerPoint Approval of Proposed Athens Amended Agreement.pptx](#)



**FIRST AMENDED AND RESTATED  
EXCLUSIVE SOLID WASTE HANDLING AGREEMENT**

**Between the  
City of South Pasadena  
and  
Arakelian Enterprises, Inc. (dba Athens Services)**

## TABLE OF CONTENTS

1	DEFINITIONS .....	3
1.1	AB 341 .....	3
1.2	AB 827 .....	3
1.3	AB 939 .....	3
1.4	AB 1826 .....	3
1.5	Agreement.....	3
1.6	Applicable Law .....	3
1.7	Automated Collection Service .....	3
1.8	Back-Haul .....	4
1.9	Barrel.....	4
1.10	Bin .....	4
1.11	Biohazardous or Biomedical Waste .....	4
1.12	Black Container.....	4
1.13	Black Container Waste.....	4
1.14	Blue Container .....	4
1.15	Bulky Items.....	4
1.16	Bus Stop Barrel Collection .....	5
1.17	Business Day.....	5
1.18	C&D Processing Facility.....	5
1.19	California Code of Regulations or CCR .....	5
1.20	CalRecycle.....	5
1.21	Cart.....	5
1.22	CERCLA .....	5
1.23	City .....	5
1.24	City Facility .....	5
1.25	Collect, Collection, or Collecting .....	5
1.26	Commercial Business or Commercial.....	6
1.27	Commercial Edible Food Generators .....	6
1.28	Community Composting .....	6
1.29	Compactor.....	6
1.30	Compost or Composting .....	6
1.31	Construction and Demolition Debris or C&D .....	6
1.32	Consumer Price Index (CPI).....	6
1.33	Consumer Price Index for Trash and Garbage Collection (Trash CPI).....	6
1.34	Container.....	7
1.35	Container Contamination or Contaminated Container .....	7
1.36	Contamination Fee .....	7
1.37	Contractor .....	7
1.38	Customer .....	7
1.39	Disposal or Dispose.....	7
1.40	Disposal Facility(ies) or Site(s).....	7
1.41	Diversion or Diverted.....	7
1.42	Dwelling Unit .....	7
1.43	Edible Food.....	7
1.44	Effective Date .....	8
1.45	Environmental Laws .....	8



1.46	Excluded Waste .....	8
1.47	Food Recovery .....	8
1.48	Food Recovery Organization.....	8
1.49	Food Recovery Service.....	9
1.50	Food Scraps .....	9
1.51	Food-Soiled Paper .....	9
1.52	Food Waste .....	9
1.53	Franchise .....	9
1.54	Franchise Area .....	9
1.55	Franchise Fee.....	9
1.56	Green Container .....	9
1.57	Green Waste.....	9
1.58	Gross Receipts .....	9
1.59	Hauler .....	10
1.60	Hauler Route .....	10
1.61	Hazardous Substance .....	10
1.62	Hazardous Waste.....	10
1.63	High Diversion Organic Waste Processing Facility.....	10
1.64	Holiday .....	11
1.65	Household Hazardous Waste.....	11
1.66	Invalidation Action.....	11
1.67	Large Event.....	11
1.68	Large Venue.....	11
1.69	Local Education Agency .....	11
1.70	Manual Barrel Collection Service .....	11
1.71	Materials Recovery Facility .....	12
1.72	Maximum Service Rate(s) .....	12
1.73	Medical Waste.....	12
1.74	Mulch .....	12
1.75	Multi-Family or Multi-Family Premises .....	12
1.76	Municipal Code.....	12
1.77	Non-Collection Notice .....	12
1.78	Non-Compostable Paper .....	12
1.79	Non-Organic Recyclables .....	13
1.80	Organic Waste or Organics .....	13
1.81	Overflow.....	13
1.82	Overweight.....	13
1.83	Owner.....	13
1.84	Person .....	13
1.85	Premises.....	13
1.86	Process, Processed, or Processing .....	13
1.87	Prohibited Container Contaminants .....	13
1.88	Public Works Director .....	14
1.89	Recyclables or Recyclable Materials .....	14
1.90	Recycle or Recycling .....	14
1.91	Recovered Organic Waste Products .....	14
1.92	Renewable Natural Gas or RNG .....	14
1.93	Residential or Residential Premises .....	14

	1.94	Roll-Off Box .....	14
	1.95	Route Review.....	14
	1.96	SB 1383.....	14
	1.97	SB 1383 Regulations .....	15
	1.98	Self-Haul, Self-Hauler, or Self-Hauling.....	15
	1.99	Seniors.....	15
	1.100	SFD-A or SFD-A Premises .....	15
	1.101	Single-Family Premises .....	15
	1.102	Solid Waste.....	15
	1.103	Solid Waste Handling Services .....	15
	1.104	Source Separated .....	15
	1.105	Source Separated Blue Container Organic Waste .....	16
	1.106	Source Separated Blue Container Waste.....	16
	1.107	Source Separated Green Container Organic Waste .....	16
	1.108	State .....	16
	1.109	Street Sweeping Service .....	16
	1.110	Term .....	16
	1.111	Temporary Service.....	16
	1.112	Tier One Commercial Edible Food Generators.....	16
	1.113	Tier Two Commercial Edible Food Generators.....	17
	1.114	Tipping Fees.....	17
	1.115	Transfer .....	17
	1.116	Transportation or Transport .....	17
	1.117	Transformation.....	17
	1.118	Universal Waste.....	17
	1.119	Waste Generator .....	17
	1.120	White Goods.....	18
	1.121	Workday .....	18
2		REPRESENTATION AND WARRANTIES OF CONTRACTOR AND CITY .....	19
	2.1	Mutual Cooperation .....	19
	2.2	Diversion .....	19
	2.3	Exception.....	19
3		CONDITIONS GOVERNING SERVICES PROVIDED BY CONTRACTOR .....	20
	3.1	Grant of Exclusive Agreement .....	20
	3.2	Recyclable Materials and Organic Waste Discarded by Customer .....	20
	3.3	Exclusions of Exclusivity.....	20
	3.4	South Pasadena Municipal Code .....	21
	3.5	Prior Agreements .....	21
4		TERM .....	22
	4.1	Term.....	22
	4.2	Wind Down of Term .....	22
	4.3	Effective Date .....	22
5		COLLECTION SERVICES PROVIDED BY CONTRACTOR .....	24
	5.1	Standard of Services .....	24
	5.2	Commingling of Materials .....	24
	5.3	Collection of C&D .....	24
	5.4	Collection Hours .....	24
	5.5	Collection Schedule and Routes.....	24

5.6	Title to Solid Waste.....	24
5.7	Residential Collection Service System.....	24
5.8	Automated Collection Service System, for Commercial Premises, Including Multi-Family Premises, and SFD-A Premises .....	26
5.9	Intentionally Omitted .....	26
5.10	Temporary Bin and Roll-Off Box Collection Service.....	27
5.11	Bulky Item Pick-Up Service .....	27
5.12	Transportation, Disposal and Processing Service .....	27
5.13	Contamination Monitoring.....	27
5.14	Education and Outreach .....	30
5.15	Edible Food Recovery Support.....	30
5.16	Provision of Recovered Organic Waste Products .....	31
5.17	Emergency or Disaster Recovery Service .....	31
6	OTHER CITY SERVICES .....	32
6.1	City Public Facilities Collection.....	32
6.2	City Special Events Collection .....	32
6.3	City Bus Stop Barrel Collection.....	32
6.4	City Street Sweeping Service .....	32
6.5	Compost Giveaway Events.....	32
6.6	Free Bulky Item Collection Program .....	32
6.7	Holiday Tree Collection.....	33
7	CUSTOMER BILLINGS, CHARGES, AND RATES .....	34
7.1	Billings for Collection Services .....	34
7.2	Partial Month Service .....	34
7.3	Production of Invoices .....	34
7.4	Late Fees.....	34
7.5	Delinquent Service Accounts .....	34
7.6	Annual City Approval of Maximum Service Rates .....	34
7.7	Adjustments to Maximum Service Rates .....	35
7.8	Annual Rate Adjustment Formula.....	35
7.9	Special Rate Adjustment.....	35
7.10	Proposition 218 .....	35
8	RECORDKEEPING AND REPORTING.....	37
8.1	Recordkeeping.....	37
8.2	Quarterly Reporting.....	38
8.3	Annual Reporting.....	39
8.4	CalRecycle Reports .....	40
9	FEES PAID TO CITY .....	41
9.1	Franchise Fee .....	41
9.2	Recycling Revenue Sharing .....	41
9.3	Solid Waste Handling Fee .....	41
9.4	Time and Method of Payment; Late Fees .....	41
9.5	Disputes.....	41
10	QUALITY OF PERFORMANCE OF CONTRACTOR .....	43
10.1	City-Contractor Meetings .....	43
10.2	Collection Performance Standards .....	43
10.3	Contractor's Customer Service .....	43
10.4	Collection Vehicle Requirements.....	44

	10.5	Containers .....	46
	10.6	Personnel .....	48
11		INSURANCE AND PERFORMANCE BOND .....	50
	11.1	Insurance Policies .....	50
	11.2	Minimum Scope of Insurance .....	50
	11.3	Minimum Limits of Insurance .....	50
	11.4	Deductibles and Self-Insured Retention .....	51
	11.5	Endorsements .....	51
	11.6	Acceptability of Insurers .....	51
	11.7	Verification of Coverage .....	51
	11.8	Subcontractors .....	52
	11.9	Modification of Insurance Requirements .....	52
	11.10	Rights of Subrogation .....	52
	11.11	Failure to Maintain Insurance .....	52
12		HOLD HARMLESS AND INDEMNIFICATION .....	53
	12.1	Defense and Indemnity of Third-Party Claims/Liability .....	53
	12.2	Nonwaiver .....	53
	12.3	Diversion Indemnification .....	53
	12.4	Hazardous Substances Indemnification .....	53
	12.5	Consideration .....	54
	12.6	Obligation .....	54
	12.7	Subcontractors .....	54
	12.8	Exception .....	54
	12.9	Uncontrollable Circumstances .....	54
	12.10	Damage by Contractor .....	54
13		TRANSITION TO NEXT SERVICE PROVIDER .....	56
14		DEFAULT OF AGREEMENT .....	57
	14.1	Default .....	57
	14.2	Discontinuance of Work .....	57
	14.3	Survival .....	58
15		MODIFICATION TO THE AGREEMENT .....	59
	15.1	City-Directed Change (Facilities; Containers) .....	59
	15.2	Change in Law .....	59
	15.3	Arbitration .....	59
16		OTHER AGREEMENT OF THE PARTIES .....	60
	16.1	Assignment .....	60
	16.2	Permits, Licenses, and Chamber Membership .....	60
	16.3	Laws to Govern .....	60
17		GENERAL PROVISIONS .....	61
	17.1	Consent to Jurisdiction .....	61
	17.2	Compliance with Laws .....	61
	17.3	Independent Contactor .....	61
	17.4	Entire Agreement .....	61
	17.5	Severability .....	61
	17.6	Right to Require Performance .....	61
	17.7	All Prior Agreements Superseded .....	61
	17.8	Amendments to Agreement .....	62
	17.9	Headings .....	62

17.10	Exhibits .....	62
17.11	Waiver .....	62
17.12	Prohibition Against Gifts .....	62
17.13	Point of Contact .....	62
17.14	City Representative .....	62
17.15	Notices .....	62
17.16	Signatures.....	63
EXHIBIT 1: MAXIMUM SERVICE RATES .....		I
EXHIBIT 2: BUS STOP BARREL COLLECTION SCHEDULE.....		IX
EXHIBIT 3: SWEEPING SERVICES .....		XI
EXHIBIT 3-A: APPROVED SWEEPING PLAN.....		XIV
EXHIBIT 4-1: LIST OF ACCEPTABLE SOURCE SEPARATED GREEN CONTAINER ORGANIC WASTE MATERIALS.....		XVI
EXHIBIT 4-2: LIST OF ACCEPTABLE SOURCE SEPARATED BLUE CONTAINER WASTE MATERIALS .....		XVII

## **FIRST AMENDED AND RESTATED EXCLUSIVE SOLID WASTE HANDLING AGREEMENT**

This **FIRST AMENDED AND RESTATED EXCLUSIVE SOLID WASTE HANDLING AGREEMENT** ("Agreement") is dated as of May 21, 2025, by and between the **City of South Pasadena** ("City"), a general law city and municipal corporation, and Arakelian Enterprises, Inc. (dba Athens Services), a California corporation ("Contractor"), for the collection, transportation, recycling, processing, composting, and disposal of solid waste, recyclables, and organic materials.

### **RECITALS**

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all solid waste within their jurisdictions.

B. Pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City of South Pasadena has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to a qualified solid waste enterprise for Solid Waste Handling Services within the City limits.

C. City previously entered a franchise agreement, Exclusive Solid Waste Handling Agreement, dated October 2, 2024 ("2024 Agreement") and it is the desire of the parties by entering this First Amended and Restated Exclusive Solid Waste Handling Agreement to restate existing obligations and add three-Container Collection services, in order to bring City into compliance with Applicable Law.

D. City and Contractor are mindful of the provisions of the laws governing the safe Collection, Transport, Recycling, and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Contractor desire to leave no doubts as to their respective roles, and to memorialize that by entering into this Agreement. City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Contractor, not City, who is "arranging for" the Collection, Transport for Disposal, Composting, and Recycling of municipal Solid Waste in the City which may contain hazardous substances. City and Contractor understand and agree that it is Contractor, and not City, who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its Collection methods, nor supervise the Collection process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor, and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement.

E. City and Contractor are mindful of recent laws adopted by the State of California, with which the City must comply, intended to divert recyclables and organic materials from being landfilled. AB 341 mandates that commercial waste generators arrange for recycling services. AB 1826 mandates that commercial waste generators recycle their organic waste. AB 1594 excludes organic material from being counted as Alternative Daily Cover (ADC). SB 1383 Regulations require jurisdictions to provide organic waste collection services.

F. City and Contractor further desire to confirm that Contractor has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional Collection, Transportation

and/or Disposal of Hazardous Substances that may occur in connection with Contractor's performance under this Agreement. Contractor has agreed, as part of this Agreement, to provide such services as are necessary or desirable to ensure City complies with the requirements of AB 939 and Public Resources Code Section 40000, *et seq.*

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained in this Agreement, the Parties hereby agree as follows:

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## **1 Definitions**

For the purpose of this Agreement, the definitions contained in this Article 1 apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The meaning of terms or words not defined in this Article will be as commonly understood in the solid waste collection services industry when the common understanding is uncertain. In the event of a conflict between a definition in this Agreement and a definition in Title 14 California Code of Regulations Section 18982, the definition in Section 18982 shall control.

### **1.1 AB 341**

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), as it may be amended from time to time. AB 341 requires businesses, defined to include Commercial or public entities that generate more than 4 cubic yards of Solid Waste per week or Multi-Family Premises, to arrange for Recycling services and requires jurisdictions to implement a Commercial Solid Waste Recycling program.

### **1.2 AB 827**

"AB 827" means State of California Assembly Bill No. 827 approved October 2, 2019, as it may be amended from time to time. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or mandated to recycle organics under AB 1826 ("MOR") or SB 1383 and that provide customers access to the business, to provide customers with a recycling bin and/or organics collection bin for those waste streams that is visible, easily accessible, and adjacent to each bin or container for trash.

### **1.3 AB 939**

"AB 939" means the California Integrated Waste Management Act of 1989 (CIWMA), currently codified as California Public Resources Code Section 40000 et seq. as it may be amended from time to time.

### **1.4 AB 1826**

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014) as it may be amended from time to time. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an organic waste recycling program to divert from the landfill organic waste from businesses. Each business meeting specific Organic Waste or Solid Waste generation thresholds phased in over time, is required to arrange for Organic Waste Recycling services.

### **1.5 Agreement**

"Agreement" means this first amended and restated agreement between the City of South Pasadena and Arakelian Enterprises, Inc, for Exclusive Solid Waste Handling Services including all exhibits and attachments, and any amendments.

### **1.6 Applicable Law**

"Applicable Law" means all Federal, State, County of Los Angeles ("County"), and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Solid Waste.

### **1.7 Automated Collection Service**

"Automated Collection Service" means Collection of Solid Waste, by automated Collection vehicles including side, rear, and/or front-loading vehicles, from Containers supplied by the Contractor and stored in, and



returned to, a location determined by Contractor on that Customer's Premises but in no event in the City's public right-of-way.

#### **1.8 Back-Haul**

"Back-haul" means generating and transporting Recyclable Materials or Organic Waste by the Waste Generator to a destination owned and operated by Waste Generator using the generator's own employees and equipment.

#### **1.9 Barrel**

"Barrel" means a plastic Container with a separate lid, with wheels, and with a capacity of approximately thirty-two (32) gallons, supplied by Contractor for the deposit and Collection of Solid Waste and manually serviced by a Collection vehicle.

#### **1.10 Bin**

"Bin" means a metal or plastic waste Container designed or intended to be mechanically serviced by a commercial front-end loader vehicle, supplied by Contractor. It shall be designed to hold from one (1) to six (6) cubic yards of material with the lid properly closed.

#### **1.11 Biohazardous or Biomedical Waste**

"Biohazardous or Biomedical Waste" means any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included is waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.

#### **1.12 Black Container**

"Black Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the storage and collection of Black Container Waste, excluding Source Separated Green Container Organic Waste and Source Separated Blue Container Waste.

#### **1.13 Black Container Waste**

"Black Container Waste" means Solid Waste that is collected in a Black Container that is part of a three-Container Solid Waste Handling Service that prohibits the placement of Organic Waste in the Black Container as specified in 14 CCR Sections 18984.1(a), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

#### **1.14 Blue Container**

"Blue Container" has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used for the storage and collection of Source Separated Blue Container Waste.

#### **1.15 Bulky Items**

"Bulky Items" means large and small household appliances, furniture, carpets, mattresses, White Goods, clothing, tires, and other similar Solid Waste and oversized yard waste such as tree trunks and large branches if no larger than two (2) feet in diameter and four (4) feet in length and similar large items discarded from Customer Premises. Bulky Items do not include Excluded Waste, car bodies, car parts, tires, Construction and Demolition Debris or (except for appliances/White Goods described above) items that cannot reasonably be moved with equipment of the type which, pursuant to industry standards, would normally be carried in a truck Collecting Bulky Items. In the event a question arises as to whether a specific item, or

category of items meets the definition of Bulky Items, the Contractor shall be responsible for determining whether said definition shall apply.

#### **1.16 Bus Stop Barrel Collection**

“Bus Stop Barrel Collection” means emptying the bus stop Barrel(s) and Collecting Solid Waste therein, supplying the new Barrel liner, and replacing the Barrel liner.

#### **1.17 Business Day**

“Business Day” means any Monday through Friday, excluding any Holidays.

#### **1.18 C&D Processing Facility**

“C&D Processing Facility” means any facility that is designed, operated, and legally permitted for the purpose of receiving and Processing C&D.

#### **1.19 California Code of Regulations or CCR**

“California Code of Regulations” or “CCR” means the State of California Code of Regulations, as amended from time to time. CCR references in this chapter are preceded with a number that refers to the relevant title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

#### **1.20 CalRecycle**

“CalRecycle” means California’s Department of Resources Recycling and Recovery, which is the department designated with responsibility for developing, implementing, and enforcing SB 1383 regulations on cities (and others).

#### **1.21 Cart**

“Cart” means a plastic container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than thirty-two (32) gallons and no greater than one hundred and one (101) gallons. Cart sizes vary depending on the manufacturer, and any reference to Cart sizes in this Agreement is an approximation.

#### **1.22 CERCLA**

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as may be amended and regulations promulgated thereunder.

#### **1.23 City**

“City” shall mean the City of South Pasadena including any Premises which may be annexed and thereby added to the City limits following the Effective Date.

#### **1.24 City Facility**

“City Facility(ies)” means any building or other site owned or leased by the City or otherwise used regularly and significantly by the City for municipal business and the space therein occupied by more than seventy-five percent (75%) by employees or contractors of the City.

#### **1.25 Collect, Collection, or Collecting**

“Collect,” “Collection,” or “Collecting” means to take physical possession of, Transport, and remove Solid Waste from Premises.

### **1.26 Commercial Business or Commercial**

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Premises, or as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five units is not a commercial business for the purposes of this Agreement.

### **1.27 Commercial Edible Food Generators**

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

### **1.28 Community Composting**

“Community Composting” means any activity that composts Green Waste, agricultural material, Food Scraps, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred and fifty (750) square feet as specified in 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

### **1.29 Compactor**

“Compactor” means any Bin or Roll-Off Box that has a compaction mechanism, whether stationary or mobile.

### **1.30 Compost or Composting**

“Compost” or “Composting” has the same meaning as in 14 CCR Section 17896.2(a)(4), as may be amended from time to time, and means the product resulting from the controlled biological decomposition of Organic Waste that are Source Separated from the municipal waste stream, or which are separated at a centralized facility.

### **1.31 Construction and Demolition Debris or C&D**

“Construction and Demolition Debris,” “C&D Debris,” or “C&D” means any Solid Waste generated at a Premises that is directly related to construction or demolition activities. These activities include, but are not limited to, construction, demolition, remodeling, grading, land clearing, or renovation on any Residential Premises, Commercial, institutional, or industrial building, road, driveway, walkway, or other structure. C&D Debris includes but is not limited to concrete, asphalt paving, asphalt roofing, lumber, gypsum board, rock, soil, and metal.

### **1.32 Consumer Price Index (CPI)**

“Consumer Price Index (CPI)” means the Consumer Price Index for All Urban Consumers (Series ID: CUURS49ASA0) All Items, Los Angeles-Long Beach-Anaheim, CA (not seasonally adjusted) as may be amended or renamed and replaced from time to time by the United States Bureau of Labor Statistics, or an equivalent index approved by mutual agreement in the event said index is no longer published.

### **1.33 Consumer Price Index for Trash and Garbage Collection (Trash CPI)**

“Consumer Price Index for Trash and Garbage Collection (Trash CPI)” means the Consumer Price Index for Trash and Garbage Collection (Series ID: CUUR0000SEHGO2) U.S. City Average (not seasonally adjusted) as may be amended or renamed and replaced from time to time by the United States Bureau of Labor Statistics,

or an equivalent index approved by mutual agreement in the event said index is no longer published, and is used to calculate the Maximum Service Rates as it pertains to this Agreement.

#### **1.34 Container**

“Container” means any and all types of receptacles used for Solid Waste Handling Services, including Barrels, Bins, Carts, and Roll-Off Boxes.

#### **1.35 Container Contamination or Contaminated Container**

“Container Contamination” or “Contaminated Container” means a Container, regardless of color, that contains Prohibited Container Contaminants or contaminants otherwise defined in 14 CCR Section 18982(a)(55) or Excluded Waste.

#### **1.36 Contamination Fee**

“Contamination Fee” means an amount charged by Contractor to Customers to offset Contractor’s additional costs or diminished revenue due to Prohibited Container Contaminants.

#### **1.37 Contractor**

“Contractor” shall mean Arakelian Enterprises, Inc. or any party permitted pursuant to the terms hereof to become the successor or assignee thereof.

#### **1.38 Customer**

"Customer" means any Person receiving and billed for services provided by Contractor under this Agreement, within the City.

#### **1.39 Disposal or Dispose**

“Disposal” or “Dispose” means the ultimate disposition of Solid Waste Collected by the Contractor at a permitted landfill or other permitted Solid Waste Disposal Facility, as defined in California Public Resources Code 40192.

#### **1.40 Disposal Facility(ies) or Site(s)**

“Disposal Facility(ies)” or “Disposal Site(s)” means the facility or facilities utilized for the ultimate Disposal of Solid Waste Collected by the Contractor.

#### **1.41 Diversion or Diverted**

“Diversion” or “Diverted” means any combination of waste prevention (source reduction), Recycling, reuse and Composting activities that reduces Solid Waste Disposed at landfills.

#### **1.42 Dwelling Unit**

“Dwelling Unit” means a building or a portion thereof, designated for residential occupation by one individual or a group of two or more individuals living together as a domestic unit.

#### **1.43 Edible Food**

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code (California Health and Safety Code §§ 113700 *et seq.*).

#### **1.44 Effective Date**

"Effective Date" has the meaning set forth in Section 4.3 of this Agreement.

#### **1.45 Environmental Laws**

"Environmental Laws" means the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

#### **1.46 Excluded Waste**

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

#### **1.47 Food Recovery**

"Food Recovery" means actions to Collect and distribute food for human consumption which otherwise would be Disposed.

#### **1.48 Food Recovery Organization**

"Food Recovery Organization" means an entity that primarily engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, or as otherwise defined in 14 CCR Section 18982 (a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code;  
and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

#### **1.49 Food Recovery Service**

“Food Recovery Service” means a Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26).

#### **1.50 Food Scraps**

“Food Scraps” means discarded food that will decompose and/or putrefy and is segregated for Collection and Recycling that is accepted for Disposal and Processing by the applicable Processing facility utilized by Contractor under this Agreement. Food Scraps may include, but is not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

#### **1.51 Food-Soiled Paper**

“Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as compostable paper plates, paper coffee cups, napkins, and pizza boxes. Food-Soiled Paper does not include Non-Compostable Paper.

#### **1.52 Food Waste**

“Food Waste” means Source Separated Food Scraps, Food-Soiled Paper, and 100 percent fiber-based compostable dinnerware. Food Waste is a subset of Source Separated Green Container Organic Waste as specified in Exhibit 4-1.

#### **1.53 Franchise**

“Franchise” means the exclusive right and privilege to provide Solid Waste Handling Services within the City granted by City to Contractor pursuant to the City’s authority under Article 11, Section 7 of the State of California Constitution, and Section 40059 of the Public Resources Code.

#### **1.54 Franchise Area**

“Franchise Area” means all Premises within the City Limits, including Premises which may be annexed and thereby added to the City limits following the Effective Date.

#### **1.55 Franchise Fee**

“Franchise Fee” means the franchise fee set forth and more fully defined in Section 9.1 hereof.

#### **1.56 Green Container**

“Green Container” has the same meaning as in 14 CCR Section 18982 (a)(29) and shall be used for storage and Collection of Source Separated Green Container Organic Waste.

#### **1.57 Green Waste**

“Green Waste” means Solid Waste consisting of any vegetative waste generated from the maintenance or alteration of Residential, Commercial Premises including, but not limited to, grass clippings, leaves, tree trimmings, prunings, brush, weeds, flowers, herbs, and holiday trees and excluding cacti, succulents, yucca, and palm fronds; provided, it shall not include those materials which are not appropriate for Compost (such as tree trunks, more than four inches (4") in diameter or four feet (4') in length, or palm fronds).

#### **1.58 Gross Receipts**

“Gross Receipts” includes all monies, fees, charges, consideration, and revenue received by Contractor for the provision of Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this

Agreement. Gross Receipts includes the amounts collected from monthly Customer charges for the Collection of Solid Waste, any Franchise Fees or other fees imposed and collected pursuant to this Agreement, and amounts collected in connection with Temporary Services. Notwithstanding any provision to the contrary in this Agreement, Gross Receipts shall not include revenues received by Contractor from the sale of Recyclable Materials or other materials Diverted from Disposal, Compost or Organics-derived products or energy, grants, cash awards or rebates. Amounts collected as Contractor's "Recycling Revenue Sharing" and paid to City as specified in Section 9.2 shall be deducted from Gross Receipts.

#### **1.59 Hauler**

"Hauler" means the entity to whom the City Council shall have awarded a contract, or shall have been otherwise authorized to receive, Collect, carry, haul, Transport, and Dispose of any and all Solid Waste within the City.

#### **1.60 Hauler Route**

"Hauler Route" means the designated itinerary or sequence of stops for each segment of the Contractor's routes in the City.

#### **1.61 Hazardous Substance**

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable Federal, State or local environmental laws currently existing or hereafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

#### **1.62 Hazardous Waste**

"Hazardous Waste" means all Hazardous Substances and substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

#### **1.63 High Diversion Organic Waste Processing Facility**

"High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022, and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for organic waste received from the mixed waste organic collection stream as defined in 14 CCR Section 17402(a)(11.5); or as otherwise defined in 14 CCR Section 18982(a)(33).

#### **1.64 Holiday**

“Holiday” means New Years’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

#### **1.65 Household Hazardous Waste**

“Household Hazardous Waste” (“HHW”) means waste resulting from products purchased by the general public for household use which, because of its quantity, concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, Disposed or otherwise managed, or, in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit any of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per 22 CCR Section 66261.3.

#### **1.66 Invalidation Action**

“Invalidation Action” means any event or action the result of which City is unable (i) by operation of Applicable Law, (ii) a valid majority protest pursuant to Proposition 218, or (iii) final and conclusive legal challenge, to approve or implement the establishment or adjustment of any Maximum Service Rate(s) that would otherwise be due and payable to Contractor under this Agreement, in whole or in part, but for such event or action.

#### **1.67 Large Event**

“Large Event” as defined in 14 CCR Section 18982(a)(38) means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

#### **1.68 Large Venue**

“Large Venue” as defined in 14 CCR Section 18982(a)(39) means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a large venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

#### **1.69 Local Education Agency**

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste.

#### **1.70 Manual Barrel Collection Service**

“Manual Barrel Collection Service” means manual Collection of Solid Waste from Barrels supplied by the Contractor that includes the movement by Contractor’s employees of Barrels from the Customer’s backyard, side yard, driveway, garage, or other location approved by Contractor, and returned to, such location on that Customer’s Premises, but in no event in the City’s public right-of-way.



#### **1.71 Materials Recovery Facility**

“Materials Recovery Facility” or “MRF” means a facility where Solid Waste (not including Source Separated Green Container Organic Waste) or Recyclables are sorted or separated for the purposes of Recycling, Processing or Composting.

#### **1.72 Maximum Service Rate(s)**

“Maximum Service Rate(s)” means the maximum amount that Contractor may charge for the services listed in Exhibit 1 of this Agreement, as such exhibit and amounts may be amended or adjusted in accordance with the provisions of this Agreement.

#### **1.73 Medical Waste**

“Medical Waste” means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by any State or Federal law or regulation, all as currently enacted or subsequently amended.

#### **1.74 Mulch**

“Mulch” means a layer of material applied on top of soil, and, for the purposes of this Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

- (1) Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5) (A)(1) through (3).
- (2) Was produced at one or more of the following types of facilities: a. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); b. Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or, c. a Solid Waste landfill as defined in Pub. Res. Code Section 40195.1.

#### **1.75 Multi-Family or Multi-Family Premises**

“Multi-Family” or “Multi-Family Premises” means a Premise with five (5) or more Dwelling Units.

#### **1.76 Municipal Code**

“Municipal Code” means the South Pasadena Municipal Code.

#### **1.77 Non-Collection Notice**

“Non-Collection Notice” means a form developed by Contractor and approved by the City to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by Contractor pursuant to this Agreement.

#### **1.78 Non-Compostable Paper**

“Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the Composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

#### **1.79 Non-Organic Recyclables**

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes, including, but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

#### **1.80 Organic Waste or Organics**

“Organic Waste” or “Organics” means Solid Waste containing material originating from living organisms and their metabolic waste products, including, but not limited to, Food Waste, Green Waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46), excluding animal carcasses not eaten on the Premises such as small rodents (e.g., mice and rats).

#### **1.81 Overflow**

“Overflow” means excess Solid Waste (i) placed inside a Container that prevents the lid on the Container from being completely closed (i.e., lid remains open greater than forty-five (45) degrees) or excess materials placed on top of or around a Container and (ii) could potentially result in excess materials spilling/dislodging during collection activity by Contractor’s vehicles.

#### **1.82 Overweight**

“Overweight” means Solid Waste placed in a Container used for Collection services in excess of the manufacturer’s recommended weight capacity for that Container.

#### **1.83 Owner**

“Owner” means the Person holding the legal title to the real property constituting the Premises to which Solid Waste Handling Services is to be provided under this Agreement or the Person holding legal title to the Disposal site, depending upon the context used in this Agreement.

#### **1.84 Person**

“Person” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State, the County, towns, cities, and special purpose districts.

#### **1.85 Premises**

“Premises” means any land, building, and/or structure within the City limits where Solid Waste is generated or accumulated.

#### **1.86 Process, Processed, or Processing**

“Process,” “Processed,” or “Processing” means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment.

#### **1.87 Prohibited Container Contaminants**

“Prohibited Container Contaminants” means any of the following: (i) discarded materials placed in any Blue Container that are not identified as acceptable Source Separated Blue Container Waste for such Container; (ii) discarded materials placed in any Green Container that are not identified as acceptable for Source Separated Green Container Organic Waste for such Container; (iii) discarded materials placed in any Black Container that are acceptable Source Separated Blue Container Waste to be placed in a Blue Container or acceptable Source Separated Green Container Organic Waste to be placed in a Green Container; (iv) to the extent not encompassed in the foregoing, discarded materials placed in any Container not identified by

Contractor or City as acceptable for such Containers; and (v) Excluded Waste. Contamination shall be determined by Contractor's visual or digital inspection.

#### **1.88 Public Works Director**

"Public Works Director" means the Director of Public Works for the City of South Pasadena or his/her designee.

#### **1.89 Recyclables or Recyclable Materials**

"Recyclables" or "Recyclable Materials" means Solid Waste consisting of any material which retains useful properties and can be reclaimed after the production or consumption process. "Recyclables" or "Recyclable Materials" include Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

#### **1.90 Recycle or Recycling**

"Recycle" or "Recycling" means the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused, or reconstituted products that meet the quality standards to be used in the marketplace. Recycling does not include Transformation as defined in Public Resources Code Section 40201.

#### **1.91 Recovered Organic Waste Products**

"Recovered Organic Waste Products" means products made from California, landfill-diverted, recovered Organic Waste Processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

#### **1.92 Renewable Natural Gas or RNG**

"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been Diverted from a landfill and processed at an in-vessel digestion Facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, as defined in 14 CCR Section 18982(a)(62).

#### **1.93 Residential or Residential Premises**

"Residential" or "Residential Premises" means all Single-Family Premises.

#### **1.94 Roll-Off Box**

"Roll-Off Box" means Solid Waste Collection Containers of ten (10) cubic yards or larger, including Compactors.

#### **1.95 Route Review**

"Route Review" means a visual inspection of Containers along a Hauler Route as specified in Section 5.13.1 of the Agreement.

#### **1.96 SB 1383**

"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.

#### **1.97 SB 1383 Regulations**

“SB 1383 Regulations” means or refers to, for the purposes of this Agreement, the Short-Lived Climate Pollutants: Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR as amended from time to time.

#### **1.98 Self-Haul, Self-Hauler, or Self-Hauling**

“Self-Haul,” “Self-Hauler,” or “Self-Hauling” means a Person, who hauls Solid Waste, Recyclable Materials, or Organic Waste, that he or she has generated to an appropriate Processing facility. Self-Hauler also includes a Person who Back-Hauls.

#### **1.99 Seniors**

“Seniors” means a resident sixty-two years of age or older.

#### **1.100 SFD-A or SFD-A Premises**

“SFD-A” or “SFD-A Premises” means Single-Family Premises receiving Automated Collection Service as specified in Section 5.8.

#### **1.101 Single-Family Premises**

“Single-Family Premises” means Premises with fewer than five (5) Dwelling Units.

#### **1.102 Solid Waste**

“Solid Waste” has the same meaning as defined in the California Public Resources Code Section 40191, which includes all discarded putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, C&D, industrial waste, Bulky Items, and any other discarded solid, semisolid, and liquid waste permitted to be Disposed of at a Class III landfill and which are included within the definition of “Nonhazardous Solid Waste” set forth in the California Code of Regulations, as it may be amended from time to time. Solid Waste includes Recyclable Materials and Organic Waste, unless specified otherwise in the Agreement, but does not include Excluded Waste.

#### **1.103 Solid Waste Handling Services**

“Solid Waste Handling Services” means the Collection, Transfer, Transportation, Recycling, Processing, and Disposal of Solid Waste.

#### **1.104 Source Separated**

“Source Separated” means materials that have been separated or kept separate from the waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Agreement, Source Separated shall include separation of materials by the generator, property Owner, property Owner’s employee, property manager, or property manager’s employee into different Containers for the purposes of Collection and/or Processing. Black Container Waste, Source Separated Blue Container Waste, and Source Separated Green Container Organic Waste are separated for the purposes of Collection and/or Processing.

#### **1.105 Source Separated Blue Container Organic Waste**

“Source Separated Blue Container Organic Waste” means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the Collection of that Organic Waste and Source Separated Non-Organic Recyclables, or as otherwise specified in 14 CCR Section 17402(a)(26.7).

#### **1.106 Source Separated Blue Container Waste**

“Source Separated Blue Container Waste” means Source Separated Blue Container Organic Waste and Source Separated Non-Organic Recyclables that can be placed in a Blue Container that is limited to the Collection of that waste, consistent with three-Container Collection service as described in 14 CCR Section 18894.1(a) and (d) and meets the requirements established by the Contractor as set forth in Exhibit 4-2, as may be amended upon mutual agreement of City and Contractor.

#### **1.107 Source Separated Green Container Organic Waste**

“Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is limited to the Collection of that Organic Waste, consistent with three-Container Collection service as described in 14 CCR Section 18984.1(a) and (d) and meets the requirements established by the Contractor as set forth in Exhibit 4-1, as may be amended from time to time upon mutual agreement of City and Contractor.

#### **1.108 State**

“State” means the State of California.

#### **1.109 Street Sweeping Service**

“Street Sweeping Service” means the services specified in Section 6.4 of this Agreement.

#### **1.110 Term**

“Term” has the meaning ascribed in Section 4 of this Agreement.

#### **1.111 Temporary Service**

“Temporary Service” means Solid Waste Handling Services provided by Contractor on an as needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup, or other projects, and by use of temporarily placed Bins or Roll-Off Boxes.

#### **1.112 Tier One Commercial Edible Food Generators**

“Tier One Commercial Edible Food Generator” as defined in 14 CCR Section 18982(a)(73) means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982(a)(73):

- A. Supermarket.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

### **1.113 Tier Two Commercial Edible Food Generators**

“Tier Two Commercial Edible Food Generator” as defined in 14 CCR Section 18982(a)(74) means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982(a)(74):

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A Local Education Agency with an on-site food facility.

### **1.114 Tipping Fees**

“Tipping Fees” means the all-inclusive costs or charges imposed by a properly permitted Disposal Site, MRF, or Organic Waste Processing facility for Disposal or Processing of Solid Waste.

### **1.115 Transfer**

“Transfer” means the act of transferring Solid Waste Collected by Contractor from Contractor’s Collection vehicles into larger vehicles at a transfer facility for Transport to other facilities for Processing or Disposing of such materials.

### **1.116 Transportation or Transport**

“Transportation” or “Transport” means the act of delivering Solid Waste from one location to another.

### **1.117 Transformation**

“Transformation” means incineration, pyrolysis, distillation, or biological conversion other than Composting. Transformation does not include biomass conversion.

### **1.118 Universal Waste**

“Universal Waste” means those Hazardous Wastes identified as universal wastes in 22 CCR Section 66261.9, including but not limited to: fluorescent bulbs and tubes; household batteries (e.g. D, AA, button-type, etc.); non-empty aerosol cans; electronic devices (e.g. televisions, computer monitors, cell phones, radios, video cassette recorders, etc.); and mercury containing devices (e.g. thermometers, thermostats, gauges, etc.), and generated by a Single-Family or Multi-Family residence. Universal Waste does not include any waste generated in the course of operating a business at a residence or business generated waste.

### **1.119 Waste Generator**

“Waste Generator” means the Owner or occupant of Premises whose act initially produces Solid Waste that is subject to regulation under Federal, State, or local regulations.

#### **1.120 White Goods**

“White Goods” means discarded enameled household appliances, such as refrigerators, freezers, stoves, washer/dryers, water heaters, dishwashers, trash compactors and similar items.

#### **1.121 Workday**

“Workday” means any day, Monday through Saturday, which is not a Holiday as set forth in Section 1.61 of this Agreement.

## **2 Representation and Warranties of Contractor and City**

### **2.1 Mutual Cooperation**

City and Contractor will reasonably cooperate in good faith with all efforts by each other to meet City's Diversion and other compliance requirements imposed by Applicable Law. In this regard, City's obligations include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to Contractor's Recycling, Organic Waste, or Solid Waste programs as may be reasonably requested by Contractor in order to achieve minimum annual CalRecycle Diversion as required of the City under Public Resources Code Section 41780.

### **2.2 Diversion**

Contractor shall implement the Diversion programs set forth in this Agreement such that City will achieve minimum annual CalRecycle Diversion as required of City under Public Resources Code Section 41780. In this regard, Contractor agrees that it shall provide, undertake and perform the following at its sole cost and expense, in addition to any other Agreement requirement:

- a. Assist City in responding to inquiries from CalRecycle or any other regulatory agency relating to this Agreement;
- b. Assist City in preparing for, and participating in, CalRecycle's biannual review of City's Source Reduction and Recycling Element (SRRE) pursuant to Public Resources Code Section 41825;
- c. Assist City in applying for any extension, including under Public Resources Code Section 41820, if so, directed by City;
- d. Assist City in any hearing conducted by CalRecycle, or any other regulatory agency, relating to City's compliance with Applicable Law relating to this Agreement;
- e. Assist City with the development of and implementation of a public awareness and education program that is consistent with City's SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Law;
- f. Provide City with Recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Law;
- g. Be responsible for and pay, any fees, penalties or other costs imposed against City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of the Diversion requirements, set forth in Public Resources Code Section 41780 to the extent arising from or in any way related to Contractor's performance of its obligations under this Agreement.

### **2.3 Exception**

Notwithstanding other provisions of this Agreement, Contractor's obligations in this Article 2 will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its officers or employees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers prior to the Effective Date, or (iv) as limited by Public Resources Code Section 40059.1.



### **3 Conditions Governing Services Provided by Contractor**

#### **3.1 Grant of Exclusive Agreement**

City hereby grants to Contractor, and Contractor accepts, on the terms and conditions set forth herein, an exclusive Franchise within the corporate limits of the City. The Franchise granted to Contractor shall be the exclusive right and privilege to Collect, Transfer, Transport, handle, Process, Recycle, and Dispose of in a lawful manner, all Solid Waste, Recyclable Materials, Organic Waste (including Green Waste and Food Waste), and C&D Debris accumulating in the City in accordance with the City's Municipal Code, for the Term of and within the scope set forth in this Agreement; provided, however, that if it has not done so, City shall, within five (5) days after the Effective Date, issue notice concerning C&D exclusivity hereunder in compliance with Public Resources Code Section 49520 and the exclusive right and privilege to Collect, Transfer, Transport, handle, Process, Recycle, and Dispose C&D Debris in the City shall commence on the earliest date permissible in compliance with Public Resources Code Section 49520.

##### **3.1.1 Annexation**

If during the term of the Agreement, additional territory within or adjacent to the City is acquired by City through annexation, subject to the requirements of Public Resources Code Section 49520, Contractor agrees to provide Solid Waste Handling Services in such annexed area in accordance with the provisions and Maximum Service Rates set forth in this Agreement.

#### **3.2 Recyclable Materials and Organic Waste Discarded by Customer**

Any Person may sell Recyclable Materials or Organic Waste or donate Recyclable Materials or Organic Waste to Persons other than Contractor, provided: (1) the Recyclable Materials or Organic Waste must be Source Separated from and not mixed with other Solid Waste; and (2) the seller/donor may not pay the buyer/donee any consideration for Collecting, Processing or Transporting such Recyclable Materials or Organic Waste. A discount or reduction in the price for Collection, Disposal and/or Recycling services for any form of un-segregated or segregated Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste and such Solid Waste does not qualify for this exception. However, once the Recyclable Materials or Organic Waste have been placed in the Collection Container and the Container set out for Collection, the Recyclable Materials or Organic Waste is subject to Contractor's Franchise.

#### **3.3 Exclusions of Exclusivity**

The following are excluded from the Franchise:

##### **3.3.1 Specialized Recyclable Materials**

If Contractor is unable or unwilling to Collect and Process for Diversion Excluded Waste and/or waste to which a third party is able to sell or donate as specified in Section 3.2.

##### **3.3.2 Byproduct of Food and Beverage Processing**

Under AB 3036 (2018), certain byproducts from the Processing of food or beverages from agricultural or industrial sources, provided they are Source Separated and used as animal feed, are exempted from this Agreement. Entities requesting exemption must apply to the City and be any of the following: registered pursuant to Section 110460 of the Health and Safety Code or be exempted from registration pursuant to Section 110480 of the Health and Safety Code, or be a beer manufacturer as defined in Section 23012 of the Business and Professions Code, or a distilled spirits manufacturer as defined in Section 23015 of the Business and Professions Code.

### **3.3.3 Gardening or Landscape Services**

Green Waste removed from a Premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service are exempted from the Franchise.

### **3.3.4 Community Composting**

Any Person performing Community Composting.

### **3.3.5 Structural Work Under a Proper Building Permit**

Any Person permitted to Collect, Transport and Dispose of building material residue resulting from structural work under a proper building permit issued by the City as provided in Municipal Code Section 16.5 or a successor section.

## **3.4 South Pasadena Municipal Code**

The provisions of the Municipal Code relating to Collection, Transfer, Transportation, handling, Processing, Recycling and Disposal are hereby incorporated into and made a part of this Agreement, and whenever the provisions of the Municipal Code conflict with the terms of this Agreement, the terms of the Municipal Code shall supersede the provisions of this Agreement, provided, for the avoidance of doubt Contractor's obligations will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its officers or employees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers prior to the Effective Date, or (iv) as limited by Public Resources Code Section 40059.1. In the event of a change in the Municipal Code, Section 15.2 (Change in Law) shall apply.

## **3.5 Prior Agreements**

This Agreement amends and restates, and as a result, supersedes and replaces in its entirety all prior agreements or understandings between the City and the Contractor including the 2024 Agreement. In the event this Agreement is deemed null, void and of no force or effect by a court of competent jurisdiction, the agreements and understandings in force or effect prior to the Effective Date herein, shall apply.

## **4 Term**

### **4.1 Term**

This Agreement shall become effective on the Effective Date and continue and through and including the close of business on July 31, 2035 (“Expiration Date”); provided, however that beginning August 1, 2026, and each August 1 thereafter, automatic one-year extensions shall be applied to the Expiration Date (each an “Automatic Extension”) so that the term of this Agreement shall thereafter remain at a constant ten (10) years (as may be extended, “Term”).

### **4.2 Wind Down of Term**

#### **4.2.1 Notice of Intent to Wind Down**

No earlier than five (5) years after the Effective Date, either party may issue a written notice of intent to cancel the Automatic Extension (“Notice of Intent to Wind Down”). The Notice of Intent to Wind Down may be issued by either party without cause.

#### **4.2.2 Meet and Confer Period**

The terminating party hereunder (“Terminating Party”) shall host a minimum of two (2) negotiation sessions with the non-terminating party (“Non-Terminating Party”) within ninety (90) days of the date upon which the Notice of Intent to Wind Down is received by Non-Terminating Party (“Meet and Confer Period”). The purpose of the Meet and Confer Period is to provide negotiation sessions to discuss, in good faith, rescission of the Notice of Intent to Wind Down in exchange for an amendment(s) to the Agreement. City and Contractor may, but are not obligated to, meet more frequently than required, provided that no such conferences shall act to extend or delay the Meet and Confer Period unless expressly agreed to in writing by the Parties.

#### **4.2.3 Notice of Effective Wind-Down**

No later than the end of the Meet and Confer Period, if the Terminating Party elects to cancel the Automatic Extension, the Terminating Party must deliver written notice to the Non-Terminating Party that it has concluded efforts to meet and confer in good faith and the Automatic Extension is canceled (“Notice of Effective Wind-Down”). Upon Notice of Effective Wind-Down, the Agreement will remain in full force and effect for a ten (10) year fixed term beginning on the date upon which the Notice of Intent to Wind Down was received by the Non-Terminating Party, unless sooner terminated pursuant to this Agreement.

#### **4.2.4 Effectiveness**

Notwithstanding any provision in this Agreement to the contrary, the cancellation of the Automatic Extension shall not become effective if (i) City and Contractor mutually agree to approve and execute an amendment to this Agreement as provided herein; (ii) the Terminating Party fails to hold the minimum number of good faith negotiation sessions during the Meet and Confer Period, provided that the Non-Terminating Party has not unreasonably postponed or delayed the scheduling of such sessions; or (iii) the Terminating Party fails to issue its Notice of Effective Wind-Down within the ninety-day period prescribed herein. Further, if the City issues notices to Contractor hereunder, the notices must be approved in advance by a majority vote of City Council.

### **4.3 Effective Date**

This Agreement is hereby deemed effective when all of the following have occurred: (i) signing and delivery of this Agreement on behalf of the individual(s) authorized to bind Contractor hereto; (ii) approval of the Agreement by the City Council; (iii) this Agreement has been signed and delivered on behalf of the City by the individual(s) authorized to enter this Agreement on the City’s behalf; (iv) the culmination of any

proceedings relating to Proposition 218, resulting in the approval by City Council of the Maximum Service Rates specified in Exhibit 1; and (v) the City Attorney indicates and delivers in writing its approval of this Agreement as to form.

## **5 Collection Services Provided by Contractor**

### **5.1 Standard of Services**

The scope of services to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform all requirements of this Agreement. The scope of services to be performed by Contractor pursuant to this Agreement shall be accomplished in a manner so that Customers are provided Solid Waste Handling Services and other services described in this Agreement at all times in accordance with local industry practice in similarly situated jurisdictions.

### **5.2 Commingling of Materials**

Contractor shall not commingle Source Separated Black Container Waste, Source Separated Blue Container Waste, or Source Separated Green Container Organic Waste in any vehicles when Collected by Contractor unless otherwise approved by the Public Works Director, which shall not be unreasonably denied, conditioned, or delayed. Contractor shall not be deemed to have violated this Section where such materials were commingled prior to Collection by Customer or where the Container contains Prohibited Container Contaminants.

### **5.3 Collection of C&D**

Contractor shall not be required to remove C&D Debris in the ordinary course of the Customer's regular Solid Waste Collection. Customers will be required to enter into separate Collection arrangements with Contractor for the Collection of such C&D Debris; provided, separate arrangements are not required for Customers that put out C&D Debris for Collection by Contractor if the work generating C&D Debris is minor in nature and is performed individually by Customer; provided, further, that such materials meet the volume and weight restrictions applicable to regular Collection of Solid Waste.

### **5.4 Collection Hours**

Collection service must be provided, commencing no earlier than 7:00 a.m. and terminating no later than 5:00 p.m., Monday through Friday, and between the hours of 7:00 a.m. and 12:00 p.m., Saturday, except for Holidays in accordance with Section 10.2.2. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the City.

### **5.5 Collection Schedule and Routes**

The schedule and routes for Solid Waste Collection shall be subject to approval of the Public Works Director, whose approval shall not be unreasonably denied, conditioned, or delayed. Contractor shall prepare and transmit to the Public Works Director a Solid Waste Collection, Bus Stop Barrel Collection, Street Sweeping Service, and City garage sweeping service schedule, together with a map of the Collection and Sweeping Service districts within the City.

### **5.6 Title to Solid Waste**

Except as provided otherwise under Applicable Law, title to Solid Waste Collected by Contractor shall pass to Contractor at the time said materials are placed in Contractor's Collection vehicle and such title shall pass to parties that subsequently receive such materials upon deposit from Contractor.

### **5.7 Residential Collection Service System**

#### **5.7.1 Frequency and Scheduling of Service**

Residential Collection service must be provided at minimum one (1) time per week for Source Separated Green Container Organic Waste, Source Separated Blue Container Waste, and Source Separated Black

Container Waste on a scheduled route basis. Residential Collection service must be scheduled so that all Customers receive Collection service for all Customer Barrels or Bins on the same Workday unless the Public Works Director permits otherwise upon the request of Contractor.

### **5.7.2 Determination of Type of Service**

Except as specified in this Agreement, Contractor shall determine the appropriate service type (Automated Collection Service for SFD-A Premises and Manual Barrel Collection Service for all other Residential Premises) and Container size, type, frequency, and quantity for each Customer, subject to reasonable disapproval of City. Designation of a Residential Premises as a SFD-A Premises by Contractor shall be subject to the reasonable disapproval of City and City shall make the final determination as to any disputes between Customer and Contractor arising from the provision of Automated Collection Service for SFD-A Premises.

### **5.7.3 Residential Manual Barrel Collection Service**

#### **5.7.3.1 Default Service**

Contractor shall provide Manual Barrel Collection Service to all Residential Premises, excluding SFD-A Premises, whose Solid Waste is properly containerized in Solid Waste Barrels. As a default, Customers must receive, at minimum, one thirty-two (32) gallon green Barrel for Source Separated Green Container Organic Waste, one thirty-two (32) gallon blue Barrel for Source Separated Blue Container Waste, one thirty-two (32) gallon black Barrel for Source Separated Black Container Waste, and up to four additional Solid Waste Barrels, any combination of black, blue, or green, for a maximum seven (7) Barrels total, for Manual Barrel Collection Services. Extra Barrels, in addition to the default service, shall be subject to additional charge in accordance with Exhibit 1.

#### **5.7.3.2 Supply and Placement of Residential Manual Barrels**

Barrels shall be supplied by the Contractor and stored in, and returned to, a location on the Customer's Premises mutually and reasonably agreed to between Contractor and that Customer, but in no event in the City's public right-of-way.

#### **5.7.3.3 Uncontainerized Materials**

Notwithstanding any provision in this Agreement to the contrary, (i) Customers using Manual Barrel Collection Service may place clean cardboard next to their blue Barrels and (ii) Food-Soiled cardboard must be placed inside the green Barrel; provided in each case, cardboard is flattened and stacked neatly. All other Solid Waste must be placed inside Customer's Barrels. Contractor shall not be required to Collect any other Solid Waste that is not placed inside a Barrel or Collect any Barrel that is Overflowing or Overweight.

#### **5.7.3.4 Rates for Residential Manual Barrel Collection Service**

Contractor shall provide Residential Customers with Manual Barrel Collection Service at the Maximum Service Rates specified in Exhibit 1.

### **5.7.4 SFD-A Premises**

SFD-A Premises shall receive Collection services, including Automated Collection Service, in accordance with Section 5.8.

## **5.8 Automated Collection Service System, for Commercial Premises, Including Multi-Family Premises, and SFD-A Premises**

### **5.8.1 Provision of Service**

Contractor shall provide Solid Waste Collection services to Customers at Commercial Premises, including Multi-Family Premises, and to SFD-A Premises with Containers supplied by the Contractor. Contractor shall perform waste assessments at all Commercial Premises, including Multi-Family Premises, and at all SFD-A Premises in the City to determine the appropriate number and size of Containers and Collection frequency for Solid Waste.

### **5.8.2 Default Service**

Contractor shall determine the appropriate Container size, type, frequency, and quantity for each Customer; provided that, as a default, Customers will receive one 64-gallon Cart for Source Separated Green Container Organic Waste, one 96-gallon Cart for Source Separated Blue Container Waste, and one 1.5-cubic yard Bin for Source Separated Black Container Waste. The appropriate Container size, type, frequency, and quantity for each Customer of Collection will be determined by Contractor, subject to reasonable disapproval of City, following a waste assessment. However, Container size, type, frequency, and quantity must be sufficient to comply with Applicable Law and such that no Solid Waste needs to be placed outside the Collection Container.

### **5.8.3 Location and Emptying of Containers**

Contractor shall place Containers to ensure that the flow of traffic is not impeded. Contractor shall determine the Container location, provided that if City determines the Collection location is a nuisance or safety concern, City shall make the final determination as to where Containers shall be stored on Premises, and from where they will be Collected. Contractor shall replace empty Containers to their original location with gates or doors of enclosures secured after Collection is completed. A Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's front-loading Collection vehicles. A Cart shall be considered properly located for Collection if it is feasibly accessible by Contractor's side-loading Collection vehicles. Contractor shall not be required to Collect any Solid Waste that is not placed inside a Container or Collect any Container that is Overflowing or Overweight.

### **5.8.4 Automated Collection Service**

Contractor shall use Automated Collection Service to Collect Source Separated Green Container Organic Waste, Source Separated Blue Container Waste, and Source Separated Black Container Waste from all Commercial Customers, including Multi-Family Customers, and from all SFD-A Customers. Contractor shall not Collect Source Separated Green Container Organic Waste from Commercial Customers, including Multi-Family Customers, that have been granted a waiver by the City. Contractor shall Collect all Source Separated Green Container Organic Waste, Source Separated Blue Container Waste, and Source Separated Black Container Waste that is properly placed in Bins or Carts from all Commercial Customers, including Multi-Family Customers, and all SFD-A Customers at minimum one (1) time per week, or more frequently if needed to handle the amount of Source Separated Green Container Organic Waste, Source Separated Blue Container Waste, and/or Source Separated Black Container Waste generated at the Premises, or to safeguard public health and safety. Contractor shall provide all Commercial Customers, including Multi-Family Customers, and SFD-A Customers with Automated Collection Service at the Maximum Service Rates specified in Exhibit 1.

## **5.9 Intentionally Omitted**

### **5.10 Temporary Bin and Roll-Off Box Collection Service**

The Contractor shall offer temporary Bin Collection service and temporary Roll-Off Box Collection service to Residential and Commercial Premises, including Multi-Family Premises, for the Collection of Solid Waste or C&D Debris. The Contractor shall deliver and Collect temporary Bins and Roll-Off Boxes at the direction of the Customer. Temporary Bins and Roll-Off Boxes shall be free of graffiti and in good repair and must be clearly marked and identifiable as belonging to the Contractor. In placing temporary Bins and Roll-Off Boxes, the Contractor shall not impede the flow of traffic. The designated Collection location, if disputed by the Customer or the Contractor, shall be determined by the City. Additionally, if in the City's opinion the location of an existing Collection location is inappropriate for aesthetic or safety reasons, City may require the Customer and/or Contractor to relocate the Collection location. Temporary Bin and temporary Roll-Off Box Collection service may require the Customer to obtain a City encroachment permit.

Contractor shall deliver loads of concrete, dirt or any other recoverable material to facilities that recover such materials. Contractor may charge no more than the Maximum Service Rates set forth in Exhibit 1 plus the actual Processing/Disposal cost per ton (net of any rebate for Recyclables).

### **5.11 Bulky Item Pick-Up Service**

Except to the extent such service is provided in accordance with Section 6.6, Contractor shall provide Bulky Item pick-up service to all Customers in accordance with the rates specified in Exhibit 1.

### **5.12 Transportation, Disposal and Processing Service**

Contractor shall Transport all Solid Waste that is Collected in City to a lawfully permitted Transfer facility, Materials Recovery Facility, Processing facility, or Disposal Facility. Source Separated Green Container Organic Waste shall be Transported to and Processed at an Organic Waste Processing facility. Recyclable Materials shall be Transported to and Processed at a Materials Recovery Facility. All other properly deposited Solid Waste shall be Transported to a facility which shall divert materials into Recyclables that can be Processed for recovery, and/or a facility for Solid Waste for Disposal at a landfill. For the avoidance of doubt, Contractor shall not be required to Transport Black Container Waste to a High Diversion Organic Waste Processing Facility. Notwithstanding any provision in this Agreement to the contrary, Contractor shall determine the facilities utilized under this Agreement subject to change by City as provided in Section 15.1 or in the event of public health or safety emergencies.

Contractor shall notify the City in writing each year on or before July 1st to identify all the facilities to which the Contractor will Transport Solid Waste. Contractor shall ensure that, at a minimum, all materials shall be weighed upon delivery to a Processing facility, Materials Recovery Facility or Composting facility, as applicable, and all weight and related delivery information recorded. For those facilities it operates, Contractor will permit visitation by City upon reasonable advance notice during normal operating hours and shall ensure that all scales are regularly maintained, accurate, and in compliance with Applicable Laws. Contractor shall ensure Disposal of any and all residue remaining from the Processing of Recyclable Materials and any non-processable materials in accordance with Applicable Law.

### **5.13 Contamination Monitoring**

Contractor shall meet the SB 1383 Regulations contamination monitoring requirements by complying with Sections 5.13.1 or 5.13.2 as specified below.

#### **5.13.1 Route Reviews**

Contractor shall, at its sole expense, on an annual basis, commencing with the quarter after the Effective Date occurs, conduct Contractor Route Reviews for Prohibited Container Contaminants, in a manner



consistent with and as defined in 14 CCR Section 18984.5(b), in a manner deemed safe by Contractor. Containers may be randomly selected along Hauler Routes. Contractor shall develop a hauler review methodology in compliance with 14 CCR Section 18984.5(b) and submit it to City not more than annually upon the request of City.

### **5.13.2 Facility Waste Evaluations**

Contractor shall, at its sole expense, at least twice per calendar year but no more than quarterly, commencing with the quarter after the Effective Date occurs, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c) with respect to waste delivered to a Contractor-owned or -controlled facility, or with respect to information otherwise accessible to Contractor that permits it to perform characterization studies in accordance with Applicable Law. City maintains the right to observe, or hire a third party to observe, the waste evaluations. Contractor shall develop a waste evaluation methodology in compliance with 14 CCR Section 18984.5(c), including corrective actions that shall be taken by Contractor in the event of Contamination of greater than twenty-five percent (25%), and submit it to City not more than annually upon the request of City. Waste evaluations shall occur in two (2) distinct seasons of the calendar year. Contractor shall maintain records required under 14 CCR Section 18984.6 related to its compliance hereunder. Reports shall be provided to the City upon request.

### **5.13.3 Contamination Protocols**

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the protocols set forth in this Section.

1. **Record Keeping.** The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Black, Blue, or Green Container); and may maintain photographic evidence.
2. **First and Second Events.** Upon the first and second discoveries of Prohibited Container Contaminants in a Customer's Container within a given calendar year starting January 1, with the first calendar year starting on January 1, 2025, Contractor will Collect the contaminated waste if safe to do so and treat the waste as Black Container Waste for handling and billing purposes. Contractor shall provide the Customer a "Courtesy Pick-Up Notice." The Courtesy Pick-Up Notice shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Black Container, Blue Container, and/or Green Container; (iv) inform the Customer of the courtesy pick-up of the contaminated waste on this occasion with information that with a third and fourth discovery of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container as described in Exhibit 1; (v) inform the Customer that with a fifth and any subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container, and Contractor may increase the size of the Customer's Container or require an additional Container(s); and, (vi) may include photographic evidence. Contractor shall leave the Courtesy Pick-Up Notice attached to or adhered to the Customer's contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. Contractor shall attempt to contact the Customer if it appears Customer does not have the appropriate level of service for proper Collection of Source Separated Green Container Organic Waste, Source Separated Blue Container Waste, or Source

Separated Black Container Waste. Contractor shall report issuance of Courtesy Pick-Up Notices to the City in accordance with Section 8.2.7.

3. **Third and Fourth Events.** Upon the third and fourth discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will Collect the contaminated waste if safe to do so and treat the waste as Black Container Waste for handling and billing purposes. Contractor shall provide Customer a "Contamination Fee Notice." The Contamination Fee Notice shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials; (iv) indicate that the Customer will be charged a Contamination Fee as described in Exhibit 1 on their next bill; (v) inform the Customer that with a fifth and any subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container and Contractor may increase the size of the Customer's Container or require an additional Container(s); and, (vi) include, for any assessed Contamination Fee, digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants. Contractor shall leave the Contamination Fee Notice attached to or adhered to the Customer's contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. Contractor shall attempt to contact the Customer if it appears Customer does not have the appropriate level of service for proper Collection of Source Separated Green Container Organic Waste, Source Separated Blue Container Waste, or Source Separated Black Container Waste. Contractor shall report issuance of Contamination Fee Notices to City in accordance with Section 8.2.7.
4. **Five or More Events.** Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will Collect the contaminated waste in the contaminated Container(s) if safe to do so, treat the waste as Black Container Waste for Handling and billing purposes, and charge a Contamination Fee for each event. Contractor shall provide Customer a "Contamination Fee Notice" as described above. Upon five (5) Business Days' notice to City and the Customer, Contractor may (i) increase the size of the customer's Container, require additional Containers to accommodate excessive Prohibited Container Contaminants, or increase collection frequency; (ii) impose a Contamination Fee equal to fees for a period of six (6) months or until the Customer has demonstrated Prohibited Container Contaminants are not in Containers for a period of three (3) consecutive months; and/or (iii) provide notice that Contractor has recommended that City commence any applicable code enforcement action against the Customer. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending Customers.
5. **Disputes.** If a Customer disputes, in writing, an assessment of a Contamination Fee within thirty (30) days of the assessment, Contractor will temporarily halt any such assessment and Contractor may request a ruling by the Public Works Director to resolve the dispute. A request by Contractor to the Public Works Director to render a decision on any such dispute must be filed within ten (10) Business Days of receipt of a Customer's written dispute, and Contractor must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the Public Works Director will adjudicate the dispute within ten (10) Business Days, and the Public Works Director's decision resolving the dispute between the Customer and Contractor will be final.

## **5.14 Education and Outreach**

### **5.14.1 City-Specific Website**

Contractor shall maintain a City-specific website that fully explains the Contractor's services, the Maximum Service Rates specified in Exhibit 1, the Diversion options available, and allows Customers to submit service changes, inquiries, or complaints. The website must describe and promote the use of the available services for Source Separated Black Container Waste, Source Separated Blue Container Waste, and Source Separated Green Container Organic Waste and include information pertaining to SB 1383 compliance including waiver information and location and contact information of City's Food Recovery Organizations. Contractor will ensure that information provided on the website is maintained and up to date. Content will include proper Container set out, educational materials, newsletters, and program descriptions.

### **5.14.2 Lists of Acceptable Materials (Website)**

Contractor shall maintain an accurate list on its website of acceptable materials for deposit in Containers, by type, as appropriate to encourage source separation.

### **5.14.3 Education and Outreach Materials**

Contractor shall provide education and outreach activities and create and disseminate educational materials to Customers as required by, and in conformance with, Applicable Law, including 14 CCR Section 18985.1. In accordance with the foregoing, Contractor will provide regularly scheduled notices, education materials, billing inserts, or other information disseminated to Customers as required by Applicable Law. Contractor shall maintain records of its education and outreach activities and provide this information upon request to City. All educational materials and informative literature shall be printed and made available in English, Spanish, and Mandarin. City has a shared responsibility to cooperate with Contractor with respect to the education and outreach activities and creation and dissemination of educational materials hereunder.

### **5.14.4 Available Services Notice and Information**

At least annually, Contractor must publish and distribute (by mail or electronically) a notice to all Customers regarding the full range of services offered. The notice must contain at a minimum (i) Contractor's local customer service phone number and website (ii) procedures for properly filling and setting out Containers, (iii) instructions as to what materials may or may not be placed in Containers, (iv) the days when Solid Waste Collection services will be provided and Holidays when Collection Services will not be provided, (v) how to select Container sizes to maximize Diversion, (vi) the fees for overage and contamination in the event of non-compliance, (vii) Bulky Item Collection services, and (viii) the dates and locations of Free Compost Giveaway Days. The notice must be provided in English, Spanish, and Mandarin and must be distributed by Contractor no later than February 1st of each calendar year.

## **5.15 Edible Food Recovery Support**

### **5.15.1 Identification of Commercial Edible Food Generators**

No later than January 1, 2025, and annually every January 1 thereafter, Contractor shall assist City in identifying Customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generator and provide to City a list of such Customers, which shall include the following information: Customer name, service address, contact information, Tier One or Tier Two classification, and type of business.

### **5.15.2 Identification of Edible Food Recovery Organizations**

To support City's efforts to promote Edible Food Recovery programs Contractor shall maintain, and update annually each January 1, a list of Food Recovery Organizations and Food Recovery Services and information

about Edible Food Recovery on Contractor's website, which is specific to City and shall provide a link to information about City's Edible Food Recovery programs on Contractor's website.

#### **5.15.3 Maintain and Promote Listings**

Contractor shall cooperate with and assist City with the distribution of information to Commercial Edible Food Generators and Food Recovery Organizations regarding City's Edible Food Recovery programs.

#### **5.16 Provision of Recovered Organic Waste Products**

Contractor shall assist City in procuring sufficient quantities of Compost or Mulch, at composition levels to be determined by Contractor, to allow City to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR Section 18993.1, at no cost, with such per capita procurement amounts prorated during any partial calendar year starting January 1 under this Agreement. Contractor shall comply with the recordkeeping and verification requirements of 14 CCR Section 18993.2. Upon request of City, Contractor will meet and confer with City to discuss an amendment intended to establish a program that would be designed to assist the City in securing sufficient quantities of California-derived Renewable Natural Gas, if commercially available to Contractor, to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR Section 18993.1.

#### **5.17 Emergency or Disaster Recovery Service**

In the event of a tornado, major storm, earthquake, fire, natural disaster, or other natural disaster or similar emergency event, Contractor agrees to (i) provide disaster recovery support to a reasonable degree, upon request by City and (ii) the City may grant the Contractor a variance from regular routes and schedules, which will not be withheld unreasonably. In the event Contractor receives a variance, Contractor must advise the City when it is anticipated that normal routes and schedules can be resumed. The City will make an effort through the local news media to inform the public when regular services may be resumed. For work performed hereunder, which may include the hauling of debris; special handling such as burrito wrapping (tarping a load with plastic to prevent debris from escaping); temporary storage of debris where feasible; additional Disposal; use of different facilities; and documentation of debris type, weight, and Diversion, Contractor will receive additional and reasonable compensation, above the normal compensation contained in this Agreement, to cover the costs of all documented expenses based on Contractor's actual costs plus a reasonable profit provided Contractor has first secured written authorization and approval from City.

## **6 Other City Services**

### **6.1 City Public Facilities Collection**

Contractor shall Collect, Transport, Recycle, Process, and/or Dispose of all Solid Waste produced by City at City Facilities without charge to the City.

### **6.2 City Special Events Collection**

Contractor shall Collect, Transport, Recycle, Process, and/or Dispose of all Solid Waste produced at City's annual Fourth of July celebration and up to ten (10) other, annual special events, as reasonably requested by City, such as concerts in the park, farmer's market (provided the market is operated by the City or a non-profit corporation) and similar community celebrations without charge to the City.

### **6.3 City Bus Stop Barrel Collection**

Contractor shall Collect, Transport, and Dispose of Solid Waste deposited in Barrels at City bus stops at the locations and by the schedule set forth in Exhibit 2, without charge to the City or Customer. The times, days, and Barrel locations specified in Exhibit 2 may be modified from time-to-time upon request of Contractor, upon approval of the Public Works Director, whose agreement shall not be unreasonably denied. Contractor shall empty the bus stop Barrel(s), supply the new Barrel liner, and replace the Barrel liner. Contractor shall remove any Solid Waste outside of the Barrel(s) at the bus stop and pressure wash as needed.

Notwithstanding any provision in this Agreement to the contrary and starting on the Effective Date, Contractor shall provide Bus Stop Barrel Collection without charge to City or Customers, provided that upon any notice as specified in Section 4.2 Contractor shall bill the City its then-existing rates for Bus Stop Barrel Collection set forth in Exhibit 1. Thereafter, Contractor shall invoice the City on the first Business Day of each month for Bus Stop Barrel Collection services rendered during the preceding month.

### **6.4 City Street Sweeping Service**

Contractor shall provide Street Sweeping Service within City in accordance with Exhibit 3.

### **6.5 Compost Giveaway Events**

Beginning January 1, 2025, at no additional cost to City or Customers, Contractor shall host two (2) "Compost Giveaway" events per calendar year, offering free Compost to Customers. Contractor shall host each event at a time and location mutually agreeable between the City and Contractor. During the event, Contractor shall distribute literature on SB 1383 compliance. All literature distributed at the event shall be printed and made available in English, Spanish, and Mandarin.

### **6.6 Free Bulky Item Collection Program**

At no charge to City or Customer, Contractor shall provide one (1) curbside Bulky Item pick-up for up to five (5) Bulky Items per calendar quarter per Customer at Single Family, SFD-A, and Multi-Family Premises. Such service will be provided on a "use it or lose it" basis each calendar quarter. Customer or its representative shall notify Contractor at least one (1) Business Day in advance of scheduling the no-charge curbside Bulky Item pick-up. Collection shall be scheduled for the next regularly scheduled Collection day after receipt of a request or thereafter upon mutual agreement of Customer and Contractor. Any additional or expedited Bulky Item pick-ups shall be done in accordance with Section 5.11. Further, Contractor may collect Bulky Items from multiple jurisdictions on a single Collections route and, if so, will report to City tonnage utilizing a "volumetrics" methodology consistent with Contractor's practices in similarly situated jurisdictions.

### **6.7 Holiday Tree Collection**

Contractor shall provide Holiday tree Collection for all Residential Premises, including SFD-A Premises, and Multi-Family Premises. Holiday trees must be placed at the curb or near a Customer's Container(s) for Collection during the three-week Collection period beginning January 2nd each calendar year during the term of this Agreement. Contractor must deliver the Collected Holiday trees to an appropriate facility for Disposal and/or Processing. This annual service will be provided at no additional charge to the Customer. Contractor is not required to divert Holiday Trees with tinsel, flocking, or ornaments.

## **7 Customer Billings, Charges, and Rates**

### **7.1 Billings for Collection Services**

Contractor is responsible for the billing and collection of payments for all services provided under this Agreement. Contractor shall bill Residential Customers, excluding SFD-A Customers, quarterly in advance for all services and Commercial Customers and SFD-A Customers monthly in advance for all services. The amount charged to Customers for all services shall not exceed the Maximum Service Rates established in Exhibit 1, as such rates may be adjusted under this Agreement.

### **7.2 Partial Month Service**

If, during a month, a Customer is added or deleted, Contractor's billing will be pro-rated based on the weekly service rate (i.e., the service rate established in Exhibit 1 divided by four (4) times the number of actual weeks in the month that service was provided to the Customer).

### **7.3 Production of Invoices**

Contractor shall prepare, mail, or electronically transmit, and collect bills (or shall issue written receipts for cash payments) for services provided by Contractor under this Agreement. Billing shall not be permitted more than fifteen (15) days prior to the initiation of Collection service period. Bills shall not be subject to late notification or charges until thirty (30) days following the closing day of the service period. Contractor shall include a customer service e-mail address and phone number on all billing notices. Contractor shall accept payment by check, credit card or ACH debit. Billings shall include sufficient space on the statement to accommodate up to twenty (20) typed characters as specified by the City. City shall have the right to revise the billing format, provided that reasonable notice is given. Where it has been determined that a Customer has overpaid for service for any reason, Contractor must provide the Customer a credit against future invoices or a refund (where the account is closing or as selected by the Customer, and where the refund amount exceeds the lesser of the regular invoicing amount or \$200) within thirty (30) days of such determination.

### **7.4 Late Fees**

Contractor may assess Customers a late payment fee of ten percent (10%) of the outstanding balance of any invoice after sixty (60) days, plus interest on the outstanding balance not to exceed an annual rate of twelve percent (12%). Such fees will be assessed if the outstanding balance is Five Dollars (\$5.00) or greater.

### **7.5 Delinquent Service Accounts**

The Contractor may discontinue service to a Customer who is delinquent in paying for services rendered no earlier than sixty (60) days after the last day of the billing period or that date on which the billing for the service period is delivered to the Customer, whichever is later. For this purpose, delivery of the billing shall include the date such billing is deposited by to Contractor into the U.S. Mail or delivered electronically. The Contractor shall notify the Customer and the Public Works Director or designee in writing of its intent to discontinue service not less than ten (10) Business Days before such discontinuation shall occur.

### **7.6 Annual City Approval of Maximum Service Rates**

On or before May 1, 2027, and annually each May 1 during the Term of this Agreement, the Contractor shall notify the Public Works Director of the annual rate adjustments to the affected Maximum Service Rates. No later than each June 1, City shall notify Contractor of City's agreement or disagreement with Contractor's calculation of Maximum Service Rates. Any such agreement or disagreement shall occur at the administrative level.

## **7.7 Adjustments to Maximum Service Rates**

Beginning on July 1, 2027, and each July 1 thereafter during the Term, Contractor shall, subject to compliance with all provisions of Section 7.8 and each subpart therein, receive an annual adjustment to the Maximum Service Rates as set forth in Exhibit 1.

## **7.8 Annual Rate Adjustment Formula**

Each of the Maximum Service Rates provided by this Agreement consists of the Operations Component and the Disposal Component.

### **7.8.1 Operations Component**

The Operations Component includes Contractor's then-current operational rate to Collect all Solid Waste, including Recyclable Materials and Organic Waste, from all Customers described in Section 5 according to the terms set forth in this Agreement. Also included in the Operations Component is Contractor's then-current operational rate to Transport all Solid Waste to the appropriate facility(ies). For the rate year beginning July 1, 2027 and each July 1 thereafter, the Operations Component is to be adjusted in proportion to the percentage change in Trash CPI for the immediately previous twelve-month period (March through February) plus one percent (+1%).

### **7.8.2 Disposal Component**

The Disposal Component shall be based on the per ton costs incurred by Contractor for Disposal and Processing of all Solid Waste, including gate rates or Tipping Fees (inclusive but not limited to all taxes and surcharges) to Dispose and/or Process Solid Waste at the appropriate facility(ies). The Disposal Component is to be adjusted in proportion to the increase or decrease in costs as determined by the percentage change in gate rates or Tipping Fees (inclusive but not limited to all taxes and surcharges) at the appropriate facility(ies). Such Disposal Component adjustment shall not exceed the percentage change in Trash CPI for the immediately previous twelve-month period (March through February) plus one percent (+1%), as described above.

## **7.9 Special Rate Adjustment**

In the event circumstances beyond the control of Contractor impose or generate extraordinary cost in the performance of the Agreement, including but not limited to unanticipated increases in Disposal and operational costs in excess of Trash CPI plus one percent (+1%), Contractor may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Contractor. For each request, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate of extraordinary costs. City shall review Contractor's request and, in City's sole judgment, make the final determination on the adjustment, provided, however, that approval of such request not be unreasonably withheld. Further, the Parties agree that if Contractor uses a Disposal Facility other than the San Bernardino County landfill system, subject to City approval, then increases or decreases in the Tipping Fee portion of the Disposal Component for such alternate Disposal Site may be adjusted in excess of the percentage change in the Trash CPI plus one percent (+1%), in accordance with this Section 7.9.

## **7.10 Proposition 218**

### **7.10.1 Hearing Procedures**

At the City's election, in the City's sole discretion and without admitting the applicability of Proposition 218 (California Constitution Article XIII D) to the rates specified in Exhibit 1, City may determine to comply with



the hearing and other requirements of Proposition 218 and the Proposition 218 Omnibus Implementation Act ("Proposition 218") with respect to the City's adjustment of the rates required to be paid by Customers.

#### **7.10.2 Rate Invalidation Procedures**

Within thirty (30) days of an Invalidation Action, City must provide written notice to Contractor identifying such action, with a written justification explaining why City is prohibited or disallowed from establishing, implementing, or adjusting Maximum Service Rate(s), in whole or in part ("Invalidation Notice"). Upon Contractor's receipt of an Invalidation Notice, Contractor will present an accounting of the amounts otherwise due and payable to Contractor but for the Invalidation Action. City and Contractor shall immediately meet and confer and agree to discuss (i) revisions to the schedule of Maximum Service Rates or City payment that may be acceptable to Contractor and/or (ii) adjustments to the services and programs in order to provide minimum State mandated services and programs within the then existing schedule of Maximum Service Rates ("Response Actions"). City and Contractor will negotiate in good faith and will not unreasonably withhold agreement to such Response Actions. If City and Contractor do not reach an agreement within sixty (60) days of the Contractor's receipt of the Invalidation Notice, or as extended by mutual agreement of the parties, Contractor may, notwithstanding Sections 4.1 and 4.2, terminate this Agreement at any time without cause or penalty, provided that termination shall not be effective until at least thirty (30) days' after Contractor issues a written notice of termination. During such period, Contractor will cooperate with City to transition services to City or its designee. Contractor's rights hereunder are in addition to any other rights of Contractor upon the invalidation of any Maximum Service Rate(s) that would otherwise be due and payable to Contractor.

## **8 Recordkeeping and Reporting**

### **8.1 Recordkeeping**

#### **8.1.1 Accounting Records**

Contractor shall maintain financial statements and other relevant information consistent with generally accepted business practices pertaining to Collection services provided under this Agreement, prepared on an accrual basis. The City retains the right, upon reasonable notice, to inspect and audit Contractor's financial statements and records with respect to services provided pursuant to this Agreement to confirm compliance and the calculation of Maximum Service Rates pursuant to Section 7 (Customer Billings, Charges, and Rates) and Section 9 (Fees Paid to City). The Parties acknowledge and agree that Contractor's financial information and records constitute proprietary information and trade secrets of Contractor. All financial information provided to City shall be held strictly confidential and not publicly disclosed, to the maximum extent permitted by law, and City shall use its best efforts to prevent any such disclosure. In the event that the audit concludes that Contractor is not in compliance and such non-compliance is material, which shall mean any underpayments greater than \$50,000 or more as adjusted annually each July 1 by CPI, Contractor shall reimburse the City for the full cost of the audit plus any underpayments discovered during the audit.

#### **8.1.2 Records Preservation**

Contractor shall keep and preserve, during the Term of this Agreement, and for a period of not less than five (5) years following expiration or other termination hereof (or such longer time period if required by Applicable Law), full, complete, and accurate records, including all cash, billing and Disposal records, as indicated in the Agreement.

#### **8.1.3 Materials Records**

Contractor must maintain records of the quantities of (i) Residential, including, SFD-A, Multi-Family and Commercial Solid Waste Collected and Disposed under the terms of this Agreement, (ii) Recyclable Materials, by type, Collected, purchased, Processed, sold, donated or given for no compensation, and residue Disposed under the terms of this Agreement, (iii) Organic Waste by type, Collected, purchased, Processed, sold, donated or given for no compensation, and residue Disposed under the terms of this Agreement, and (iv) Construction and Demolition Debris Collected and Disposed under the terms of this Agreement.

#### **8.1.4 Senate Bill 1383 Implementation Record**

Notwithstanding any provision in this Agreement to the contrary, Contractor shall prepare and maintain the records identified in 14 CCR Section 18995.2(f), arising from the Organic Waste Collection services performed by Contractor and assist City in reporting such information.

#### **8.1.5 Other Records**

Contractor must maintain all other records reasonably related to provision of Solid Waste Handling Services and compliance with AB 939, AB 341, AB 1826, SB 1383, and all Applicable Laws, whether or not specified in this Agreement.

#### **8.1.6 Access to Records**

Contractor shall provide City with business hours access to and any necessary training for use of a Contractor-hosted recordkeeping system in order to validate Contractor performance in accordance with the Organic Waste program. City reserves the right to require Contractor to periodically submit all reports

and information by electronic means in a format approved by the City. The City also reserves the right to require Contractor to transfer Customer data periodically electronically to a City-selected web-based software platform.

## **8.2 Quarterly Reporting**

Quarterly reports must be submitted no later than 5 p.m. PT on the last day of the month following the end of quarter in which the receipts are collected and must be provided electronically using software acceptable to the City. If the last day of the month falls on a day that City is closed or a Holiday, then the report will be due on the next Business Day. Quarterly reports to City must include:

### **8.2.1 Franchised Tonnage and Service Data**

Contractor must report the number of unique Residential, including SFD-A, Commercial and Multi-Family Dwelling accounts serviced, tonnage of Solid Waste Collected and Processed for Diversion broken down by Container type, and residual amounts from Recycling and Organic Waste Diversion operations that are landfilled. Quantities and accounts should be broken down by Single-Family Premise (excluding SFD-A Premises), SFD-A Premise, Multi-Family Premise, Commercial Premise, and City Service Collection services. Reports must have tonnage assigned appropriately to Residential and Commercial generators.

### **8.2.2 Franchise Fee Payment Reporting**

The report must include an accounting of Contractor's Gross Receipts received during the preceding quarter and the calculated Franchise Fee.

### **8.2.3 Overweight Vehicle Reporting**

The quarterly report must include a summary total of all instances of Overweight Collection vehicles. This summary must include the number of Overweight vehicle instances expressed as a percentage of the total number of Collection vehicle loads transported during the reported quarter.

### **8.2.4 Non-Collection**

The quarterly report must include a summary of each service unit receiving a Non-Collection Notice in the previous quarter.

### **8.2.5 On-Hold**

The quarterly report must include each service unit that was not billed in the previous quarter due to vacation hold, vacancy etc.

### **8.2.6 Collection Overage Charges**

The quarterly report must include each service unit incurring a charge for a Solid Waste Overage in the previous quarter.

### **8.2.7 Contamination Reporting**

To the extent required by Applicable Law, the quarterly report must include a summary of all instances of qualifying contamination under the procedures in Section 5.13. This summary must include the total number of accounts where contamination occurred (where Courtesy Pick-Up Notices were issued), the total number of Contamination Fee Notices issued by Contractor to Customers, a list of accounts where such notices occurred, and the total number of instances where Collection Container size or Collection frequency was increased specifically due to contamination. Within twenty (20) Business Days of request by City, Contractor will provide copies of the Contamination Fee Notices and the digital documentation of Prohibited Container Contaminants.

### **8.2.8 Customer Service Log**

The quarterly report must include the Customer service log collected from the previous quarter as required in Section 10.3.2 of this Agreement.

### **8.2.9 Data Transfer**

If required by City, Contractor shall submit all reports by electronic means in a format compatible with the City's computers and software. At Contractor's expense, Contractor will provide City with business hours access to and any necessary training for use of a Contractor-hosted records systems in order to obtain and transfer Customer data.

## **8.3 Annual Reporting**

An annual report must be submitted no later than 5 p.m. PT on March 1, 2025 and each March 1st thereafter for the previous calendar year. If March 1st falls on a day that City is closed, then the report will be due on the next Business Day. Annual reports must be provided electronically in software acceptable to the City. Annual reports shall summarize all information provided in the Quarterly Reports for the previous calendar year. In addition, the annual report shall include the following:

### **8.3.1 Organic Waste Data**

Contractor shall provide an annual report of the information identified in 14 CCR Section 18994.2.

### **8.3.2 Financial Report**

The number of Single-Family (including SFD-A), Commercial and Multi-Family service units provided with Collection Services by service type, Container size, frequency of service and current billing rate including any additional services, the Contractor's Gross Receipts for each type of service unit, and the amount received for the sale of Recyclable Materials.

### **8.3.3 Education and Outreach Report**

Contractor shall document all education and outreach activities conducted throughout the calendar year including, but not limited to, City event participation, school visits, site visits and waste assessments completed, bill inserts distributed, and tours and other activities related to the provision of Collection Services.

### **8.3.4 Property Damage and Personal Injury**

A description of all cases of property damage and personal injury that have occurred while providing services for City pursuant to this Agreement in the immediate past calendar year.

### **8.3.5 Traffic Citations**

A copy or description of all traffic citations received while providing services for City pursuant to this Agreement in the immediate past calendar year.

### **8.3.6 Collection Container and Vehicle Inventory**

An updated complete inventory of Collection Containers by type and size, and an updated complete inventory of Collection vehicles including for each vehicle: make, model, year, license number, identification number and ownership, route number, date purchased, vehicle type, and tare weight.

### **8.3.7 Customer Service Log**

A copy of the Customer service log, including a summary of the type and number of complaints and their resolution. Copies of a written record of all calls related to missed pick-ups and responses to such calls.

### **8.3.8 Summary Narrative**

A summary narrative of problems encountered with Collection and Processing activities and actions taken. Indicate type and number of notices left at Customer locations. Indicate instances of property damage or injury, significant changes in operation, market factors, publicity conducted, needs for publicity, and similar information. Include description of Processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

### **8.4 CalRecycle Reports**

Contractor will prepare and submit annual reports to CalRecycle (the "Electronic Annual Report" or EAR), that includes, but is not limited to, supplying required data for preparation of the reports and completing all required data input in CalRecycle's reporting system. In the event that CalRecycle requires City to report an "Implementation Schedule" to comply with Applicable Law, Contractor will provide assistance to City in preparing a report, including Contractor's policies and procedures related to compliance with Applicable Law and how Recycling or Organics are Collected, a description of the geographic area, routes, list of addresses served and a method for tracking contamination, copies of Route Reviews, copies of notices, violations, education and enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters, website, and social media. CalRecycle reports shall be provided to the City for review and approval no less than thirty (30) days prior to the report due date.

## **9 Fees Paid to City**

### **9.1 Franchise Fee**

In consideration of the rights provided to Contractor herein and as set forth in Section 3.1 of this Agreement, for the entire Term of this Agreement, Contractor shall pay City, in accordance with Section 9.4, a Franchise Fee of ten percent (10%) of all Gross Receipts received by Contractor under this Agreement. The Franchise Fee may be adjusted by resolution of the City Council. In the event the City adjusts the Franchise Fee, the City shall adjust the Maximum Service Rates by a commensurate amount to reimburse Contractor for additional Franchise Fee costs.

### **9.2 Recycling Revenue Sharing**

On a quarterly basis (within forty-five (45) days after each quarter), Contractor shall remit (or cause the operator of the MRF at which Contractor deposits Solid Waste Collected within the City) to City twenty-five percent (25%) of the net revenue generated from sales of Recyclable Materials Collected by Contractor within the City. For purposes of this Section, net revenue shall mean Gross Receipts generated from such sale minus any amount paid to the users of the Recyclable Materials as incentives to divert materials. Contractor shall, on an annual basis, provide to the City a report describing the quantity of Recyclable Materials, the dollar value of those sold and the net revenue paid to the City, and explain the reasons, therefor.

### **9.3 Solid Waste Handling Fee**

Commencing on December 1, 2031, and on each seventh anniversary thereafter, provided neither party has given Notice of Intent to Wind-Down as provided in Section 4.2, Contractor shall remit to City an amount equal to \$84,782.90, as adjusted herein, to be used toward facilitating City's Solid Waste Handling operations ("Solid Waste Handling Fee"). The Solid Waste Handling Fee shall be adjusted in proportion to the percentage change in the CPI for the seven (7) previous twelve-month periods (March through February). Upon any notice as provided in Section 4.2, this Section 9.3 shall be of no further force or effect and Contractor shall not be obligated to pay any further fees under this Section 9.3

### **9.4 Time and Method of Payment; Late Fees**

Fees owed to City shall be computed and paid based on Gross Receipts received each calendar quarter. Contractor shall prepare and mail such remittance on a quarterly basis to the Finance Director, and such remittance must be delivered or postmarked no later than forty-five (45) days following the end of each quarter.

Contractor shall pay interest on all unpaid, undisputed fees at the rate of six percent (6%) per annum from the date the fees were due and payable to the date actually paid.

If a delay is due to extenuating circumstances, Contractor must request approval in writing from the Public Works Director at least five (5) Business Days prior to the date on which fees and reports are due. City shall contact Contractor within three (3) Business Days of receiving request for submission delay as to whether delay shall be permitted.

### **9.5 Disputes**

In the event of any disputes between the Contractor and the City with respect to the fees described in this Section 9, the City shall provide the Contractor with written objection within 180 days of the receipt of the report described in Section 8.2.2, indicating the portion of the report that is disputed and providing all reasons then known to the City for its objection to or disagreement with such amount. All amounts paid may be subject to independent financial audit and recompilation by the City. If, after a financial audit, such

recompilation indicates an underpayment or if an underpayment is determined by agreement, mediation, legal proceeding or otherwise, Contractor shall pay to City the amount of the underpayment, with interest thereof at the rate set forth in Section 9.1 from the date the underpayment amount was due to the City. If the objection was in good faith and the underpayment exceeds three percent (3%), Contractor shall reimburse City for all reasonable costs and expenses incurred in connection with the dispute within ten (10) Workdays of receipt of written notice from City that such is the case. If, the review indicates an overpayment, City shall notify Contractor in writing of the amount of the overpayment. Contractor may offset the amounts next due following receipt of such notice by the amount specified therein. Nothing contained in this subsection shall limit the authority of any authorized officer of the City or any other governmental agency to raise a further objection to any amount billed by the Contractor pursuant to an audit conducted pursuant to Applicable Law.

## **10 Quality of Performance of Contractor**

### **10.1 City-Contractor Meetings**

The Parties shall meet and confer at least once per quarter, upon the request of any Party, to discuss any matters arising from or relating to the Agreement as determined by the requesting Party.

### **10.2 Collection Performance Standards**

#### **10.2.1 Hours of Collection**

The collection of Solid Waste shall only occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and between the hours of 7:00 a.m. and 12:00 p.m., Saturday. Collection services will not take place on Sundays. Collection earlier than 7:00 a.m. may be authorized upon written approval of the Public Works Director; provided, that Contractor gives written notice to the affected Customers at least ten (10) days prior to the earlier Collection. To the extent reasonably possible, Collections on each route shall commence at the same point, at the same time and follow the same route each time Collections are made.

#### **10.2.2 Holiday Service**

The City observes New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is not required to provide Collection services or maintain office hours on these designated Holidays. In any week in which one of these Holidays falls on a Workday, Residential Collection Services for the Holiday and each Workday thereafter will be delayed one Workday for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday.

#### **10.2.3 Accessibility**

Contractor must Collect all Collection Containers that are readily accessible to Contractor's crew and vehicles and not blocked. However, Contractor may provide "push services" and "stinger/scout truck services" as necessary at the Maximum Service Rates set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection vehicle, moving the Collection Containers from their storage location for Collection and returning the Collection Containers back to their storage location. Stinger/scout truck services provide for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash collection trucks.

#### **10.2.4 Manner of Collection**

The Contractor must Collect Solid Waste with as little disturbance as possible and must leave any Container in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on private property and may not trespass nor cross property to the adjoining Premises unless the occupant or owner of both properties has given permission. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings.

### **10.3 Contractor's Customer Service**

#### **10.3.1 Customer Service Representative and Performance Standards**

All service inquiries and complaints will be directed to Contractor. A representative of Contractor must be available to answer inquiries and receive complaints during normal business hours. All service complaints will be handled by Contractor in a prompt and efficient manner. In the case of a dispute between Contractor and a Customer, the matter will be reviewed, and a decision made by the Public Works Director.



Contractor shall maintain a local telephone number and maintain telephone listings in the directories of the telephone companies servicing Customers in the name by which the firm is most commonly known.

Contractor shall not repeatedly allow Customer service calls to be put on hold for longer than two minutes.

Contractor shall not repeatedly allow Customer service calls to ring more than ten (10) times.

Contractor's Customer service representatives will treat all Customers in a friendly and courteous manner.

Contractor's Customer service representatives will be fully knowledgeable about this Agreement and the services provided hereunder.

#### **10.3.2 Customer Service Log**

Contractor shall maintain a written record of all service requests and complaints received, including the name, address, and telephone number of the Customer, a description of the service requests and/or complaints, the time the service request and/or complaint was received, the action taken in response to the service request/complaint, and the time the responsive action was taken. Contractor shall provide City with a copy of the written Customer Service Log as described in Section 8.3.7.

#### **10.3.3 Complaints and Claims**

In the event any Customer reports to the Public Works Director a complaint or claim has not been resolved to the Customer's reasonable satisfaction, the Public Works Director may require Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or action taken to resolve the complaint or claim. If, in the reasonable opinion of the Public Works Director, Contractor's remedies proposed and action taken are insufficient to resolve adequately the complaint or claim, then the Public Works Director may require Contractor to carry-out an alternative reasonable remedy process intended to resolve the complaint or claim. The remedies will be carried out at no cost whatsoever to City, unless otherwise specified by the Public Works Director. For those complaints related to repair or replacement of Collection Containers, the appropriate Sections of this Agreement will apply.

#### **10.3.4 Missed Collections**

For those complaints related to missed Collections, where Containers are properly and timely set out, that are received by 12:00 noon on a Workday, Contractor will return to the Service Unit address and Collect the missed materials before leaving the City for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Workday, Contractor will have until the end of the following Workday to resolve the complaint.

### **10.4 Collection Vehicle Requirements**

#### **10.4.1 General**

Contractor shall provide vehicles that are sufficient in number and capacity to efficiently perform the work required by this Agreement.

#### **10.4.2 Reserve Equipment**

Contractor shall have available to it, at all times, reserve Collection equipment which can be put into service and operation so as to prevent an interruption of services Citywide. Such reserve equipment must correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

#### **10.4.3 Appearance**

Contractor shall paint each vehicle periodically (including performing all necessary body work), as frequently as necessary to keep clean and in good repair. Contractor shall mark the rear, and both sides of each vehicle

with the Contractor's name, telephone number, and a vehicle number in letters contrasting sharply with the color of the truck and not less than six (6) inches in height. Contractor shall maintain each vehicle in a clean and sanitary condition both inside and out.

#### **10.4.4 Maintenance**

Contractor shall perform all scheduled maintenance functions upon Collection vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection vehicles maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

#### **10.4.5 Emissions**

Contractor's Collection vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, California Air Resources Board, and any other air-quality regulatory body that may be in authority during the Term of this Agreement.

#### **10.4.6 Noise**

Contractor's vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy-five (75) decibels (dB) twenty-five (25) feet from the Collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing entity, for any Collection vehicle which City or Contractor has received more than two complaints from different Customers regarding excessive noise in a twelve-month period.

#### **10.4.7 Safety**

Each vehicle used for Collecting, Transporting, Transferring, handling, Processing, or Disposing of Solid Waste shall be equipped with an audible warning device that is activated when the vehicle is backing up.

#### **10.4.8 Litter Abatement and Minimization of Spills**

Each truck shall be constructed and used so that Solid Waste, oil, grease or other fluids or liquids will not blow, fall or leak out of the truck onto the street. All Solid Waste shall be Transported by means of vehicles equipped with water-tight bodies fitted with close fitting metal covers. If any Solid Waste is dropped or spilled in Collecting, Transferring or Transporting, it shall be immediately cleaned up. A broom and shovel shall be carried on each truck at all times for this purpose. Any equipment oil, grease or any other fluids or liquids spilled must be covered immediately with an absorptive material and removed from the street surface. Contractor must notify the City's Public Works Director within two (2) hours of any spills resulting from Contractor's operations or equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City's Public Works Director to be compliant with the City's stormwater permit. If required by Applicable Law, Contractor shall undertake any reporting and/or assist in the reporting related to any spill. If Contractor has not cleaned up such droppings or spill within a reasonable time then all expenses incurred by City in the collection and disposal of any such spilled or dropped Solid Waste, oil, grease or other fluids or liquids shall be paid to City, on demand, by Contractor.

#### **10.4.9 Inspection of Vehicles**

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly.

Contractor shall regularly inspect each Collection vehicle to ensure it meets the requirements of the California Vehicle Code. Upon request of the Public Works Director, Contractor shall provide to the City copies of its Biannual Inspection of Terminal ("BIT") inspection reports (including all attachments) to City within thirty (30) days of its receipt of such reports. Upon request of the Public Works Director, Contractor shall furnish City a written inventory of all equipment, including Collection vehicles used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity. Contractor shall make its BASIC Score as derived by the Federal Motor Carrier Safety Administration available to City upon request by the Public Works Director. City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

The Chief of Police, Public Works Director or City Manager may authorize the removal of any vehicle from service if said vehicle is found to be in noncompliance with the California Vehicle Code. Vehicles shall not be returned to service until duly authorized by the Chief of Police or the Public Works Director.

#### **10.4.10 Vehicle Certification**

For each Collection vehicle used in the performance of services under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates and reports available for inspection upon request by the Public Works Director.

### **10.5 Containers**

#### **10.5.1 New Barrels for Residential Manual Barrel Collection Service**

Contractor is required and shall provide new Barrels (Black, Blue, and Green) to all Customers receiving Residential Manual Barrel Collection Service. Contractor shall, in good faith, make efforts to diligently provide the new Barrels to Customers without undue delay beginning as of the Effective Date and shall coordinate with the City in that effort, including determining a reasonable and timely delivery schedule for all new Barrels subject to availability.

Subsequent to the delivery of the new Barrels, Contractor will provide one-time free pick-up of Barrels currently in use by Customers ("Used Barrels"). Contractor and City shall coordinate and agree as to when and how the pick-up will be accomplished and how noticing will be provided to Customers. If Customer authorizes the pick-up of the Used Barrels, Contractor shall Recycle or properly Dispose such Used Barrels. Contractor shall also Collect Solid Waste in any Used Barrels at the time of pick-up.

#### **10.5.2 Container Collection; Tagging**

Contractor shall only be required to Collect Containers that are delivered by Contractor and comply with SB 1383. Contractor will not Collect Containers that are not supplied by Contractor. Contractor shall "tag" any Containers set for Collection that are not supplied by Contractor and do not comply with SB 1383.

### **10.5.3 Ownership of Collection Containers**

Ownership of Collection Containers distributed by Contractor is vested in Contractor.

### **10.5.4 Container Labeling Requirements**

Contractor shall, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each new Container that has been provided by Contractor to a Customer that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that Container. The imprint or label shall include Contractor company name and telephone number.

### **10.5.5 Container Color Requirements**

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

### **10.5.6 Handling of Collection Containers**

All Collection Containers shall be placed upright. Containers shall not be placed or thrown on streets, alleys, highways, or adjoining property. Contractor and Contractor's agents or employees shall not cause Collection Containers to be thrown from the truck to the pavement or parkway, or in any other way break or damage or roughly handle the same. Any claim for damage to Containers, resulting from misuse or rough handling of the Containers by Contractor, shall be presented to Contractor by Customer. Contractor shall make a decision concerning settlement within five (5) Business Days after receipt of such claim.

### **10.5.7 Repair of Collection Containers**

Contractor is responsible for repair of Collection Containers. Within five (5) Workdays of notification by City or Customer of the need for such repairs, Contractor must repair the Collection Container or if necessary, remove the Collection Container for repairs and deliver a replacement Collection Container to the Customer. Collection Container repair also includes the removal of graffiti from the Collection Container.

### **10.5.8 Replacement of Collection Containers**

Contractor's employees must avoid damage to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Customer. Contractor shall replace up to one (1) lost, destroyed, or stolen Barrel per calendar year at no charge to the Customer unless such loss or destruction is caused by Customer. Contractor will be compensated for the cost of all other replacements at the Maximum Service Rates set forth in Exhibit 1. Contractor must deliver a replacement Collection Container to Customer within five (5) Workdays.

### **10.5.9 Container Exchange**

Upon notification to Contractor by City or Customer that a change in their Collection Containers is required, or if Contractor deems a change is necessary to provide services in accordance with Applicable Law subject to City disapproval, Contractor must deliver such Collection Containers to such Customer within five (5) Workdays. Contractor is allowed to charge the Customer for the cost of exchanges in accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may be adjusted by City

under this Agreement. Additional Collection Containers or different size Collection Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

#### **10.5.10 Newly Painted Bins and Roll-Off Containers**

Contractor shall supply newly painted Bins and Roll-Off Containers in good condition which comply with Collection Container specifications in Section 10.5. If any changes to these specifications are adopted after the Effective Date that results in Contractor being required to replace Collection Containers before they have been fully depreciated, Contractor will be eligible for additional compensation in accordance with Section 15.1.

#### **10.5.11 Bin and Roll-Off Signage, Painting, and Cleaning**

All metal Bins and Roll-Offs of any service type furnished by Contractor must be either painted or galvanized. All metal or plastic Bins and Roll-Offs must display Contractor's name, Contractor's customer service telephone number, and the number of the Bin or Roll-Off and must be kept in a clean and sanitary condition. Bins and Roll-Offs should be free of dents and newly painted at the start of this Agreement and painted as needed to maintain an orderly appearance throughout the Term of the Agreement, but not less frequently than once every three (3) calendar years. Bins and Roll-Offs may be subject to periodic, unscheduled inspections by City and determination as to sanitary condition will be made by City.

#### **10.5.12 Safety Markings**

All Collection equipment used by Contractor must have appropriate safety markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

### **10.6 Personnel**

#### **10.6.1 General Requirements**

Contractor must employ and assign qualified personnel to perform all services required under this Agreement.

In providing services for City, Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or sexual orientation. Contractor shall take affirmative action to ensure such non-discrimination. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor shall, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that qualified applications will receive consideration for employment without regard to race, creed, color, national origin, sex or sexual orientation.

City may request the transfer of any employee of Contractor who materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the performance of his or her duties under this Agreement.

Contractor's field operations personnel are required to wear a clean uniform shirt bearing Contractor's name. Contractor's employees, who normally come into direct contact with the public, including drivers, must bear some means of individual photographic identification such as a name tag or identification card.

Each driver of a Collection vehicle must at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

Subject to written notice by City, Contractor may be required to submit to the Chief of Police, for fingerprinting, all employees involved in Collecting, Hauling or Disposal of Solid Waste, subject to any conditions imposed by Contractor's Labor Agreement.

Contractor's employees, officers, and agents may not identify themselves or in any way represent themselves as being employees or officials of City.

#### **10.6.2 Route Supervisor**

Contractor must assign a qualified supervisor to be in charge of the Collection service within the City and must provide the name of that individual in writing to the Public Works Director no later than January 1, 2025, and any other time the individual in that position changes. The supervisor must be available to the Public Works Director through the use of telecommunication equipment at all times that Contractor is providing Collection services. In the event the supervisor is unavailable due to illness or vacation, Contractor must designate an acceptable substitute who will be available and who has the authority to act in the same capacity as the Route Supervisor.

#### **10.6.3 Contract Manager**

Contractor must designate an individual who serves the function equivalent to a "Contract Manager" and must provide the name of that individual in writing to City no later than January 1, 2025 and any other time the individual in that position changes. The Contract Manager must be available to the City through the use of telecommunications equipment at all times that Contractor is providing Collection services in the City. The Contract Manager must provide City with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

## **11 Insurance and Performance Bond**

### **11.1 Insurance Policies**

Contractor must secure and maintain throughout the Term of this Agreement insurance as described in this Section 11 against claims for personal injury or damages to property which may arise from or in connection with Contractor's performance of work or services hereunder or the actions or inactions of Contractor in connection with Contractor's performance. Contractor's performance of work or services includes performance by Contractor's employees, agents, representatives, and subcontractors. City does not, and shall not, waive any rights against Contractor which it may have by reason of the hold harmless and indemnity agreements or the deposit by Contractor of the insurance policies described in this Section. The insurance required is in addition to and separate from any other obligations contained in this Agreement.

### **11.2 Minimum Scope of Insurance**

Insurance coverage must be at least this broad:

1. Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including X, C, U where applicable.
2. Insurance Services Office Form No. CA 0001 (Ed. 12/93) covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage must also include code 8, "hired autos" and code 9 "non-owned autos".
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability Insurance.
4. Environmental Pollution Liability Insurance.

### **11.3 Minimum Limits of Insurance**

Contractor must maintain insurance limits no less than:

#### **11.3.1 Comprehensive General Liability**

\$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement, or the general aggregate limit must be \$10,000,000. The required limits can be satisfied with an umbrella/excess liability policy.

#### **11.3.2 Automobile Liability**

\$5,000,000 combined single limit per accident for bodily injury and property damage.

#### **11.3.3 Workers' Compensation and Employers Liability**

Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

#### **11.3.4 Environmental Pollution Liability**

\$5,000,000 per occurrence and \$10,000,000 aggregate. Should coverage be claims made, coverage shall continue for five (5) years following the termination of this Agreement or should coverage be cancelled, tail or run-off coverage shall be purchased by Contractor for no less than five (5) calendar years. Coverage shall

include bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants resulting from Contractor's operations.

#### **11.4 Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to City's risk manager and approved by the City. Should City form a reasonable belief that Contractor may be unable to pay any deductibles or self-insured retentions, Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by City's risk manager.

#### **11.5 Endorsements**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **11.5.1 General Liability, Automobile and Environmental Liability Coverage**

1. City, its elected officials, officers, employees, agents, and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; and automobiles owned, leased, hired, or borrowed by Contractor. The coverage must contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents, and contractors.
2. Contractor's insurance coverage must be primary insurance as respects City, its elected officials, officers, employees, agents, and contractors. Any insurance, or self-insurance maintained by City will be in excess of Contractor's insurance and will not contribute with it.
3. Any failure to comply with reporting provisions of the policies will not affect coverage provided to City, its elected officials, officers, employees, agents, or contractors.
4. Coverage must State that Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The automobile liability policy shall be endorsed to delete the pollution and/or the asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by Federal or State authorities.

All Coverage. Each insurance policy required by this Agreement must be endorsed to state that coverage may not be canceled except after thirty (30) calendar days (ten (10) days in the event of cancellation for non-payment) prior written notice has been given to City. Moreover, Contractor will not order the cancellation of any required insurance policy or change in insurance policy limits without thirty (30) days prior written notice to City by Contractor.

##### **11.6 Acceptability of Insurers**

Insurance is to be placed with insurers authorized to do business in the State of California and with an A.M. Best rating of A-/VII or better.

##### **11.7 Verification of Coverage**

Contractor must furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor must furnish



City with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

Proof of insurance must be mailed to the following address, or any subsequent address as may be directed by the City:

City of South Pasadena  
Attn: Risk Manager  
1414 Mission Street  
South Pasadena, CA 91030

#### **11.8 Subcontractors**

Contractor must include all other companies and subcontractors providing services on behalf of Contractor at its request under this Agreement in the City as additional insureds under its policies or subcontractors and other companies must obtain separate certificates and endorsements. All coverages for companies and subcontractors shall be subject to all of the requirements stated herein. For the avoidance of doubt, facility operators and subhaulers are not considered subcontractors.

#### **11.9 Modification of Insurance Requirements**

The insurance requirements provided in this Agreement may be modified or waived by City's risk manager, in writing, upon the request of Contractor if City's risk manager determines such modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

#### **11.10 Rights of Subrogation**

All required insurance policies must preclude any underwriter's rights of recovery or subrogation against City with respect to matters related to Contractor's performance of its obligations under this Agreement, with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor must ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they will have no recourse against City for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which City is named as an additional insured will not apply to City.

#### **11.11 Failure to Maintain Insurance**

Should Contractor fail to obtain or maintain insurance as required by this Agreement, Contractor shall have seven (7) days to cure the defect, during which time, City shall have the option, but not the obligation to, at Contractor's sole expense obtain replacement insurance coverage during said cure period at Contractor's expense. Should Contractor fail to correct this defect within such time-frame, City shall have the option to terminate this Agreement immediately. The notice shall provide the date of termination.

## **12 Hold Harmless and Indemnification**

### **12.1 Defense and Indemnity of Third-Party Claims/Liability**

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, elected officials, agents, employees and volunteers ("City Indemnitees") from and against all liability including, but not limited to, any claim, demand, action, penalty, proceeding or suit in law or equity of any kind (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties), loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature to the extent arising out of or in connection with (i) Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or (ii) the failure of Contractor to comply with any Applicable Laws (including, without limitation Environmental Laws, ordinances and regulations, and/or applicable permits and licenses), or (iii) the acts of the Contractor in performing services under this Agreement for which strict liability is imposed by law.

### **12.2 Nonwaiver**

City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 11.

### **12.3 Diversion Indemnification**

Contractor agrees to hold the City harmless and indemnify and defend (with counsel reasonably approved by City), from and against all fines or penalties imposed by CalRecycle on the City to the extent Diversion requirements set forth in Public Resources Code Section 41780 are not met by City and if the lack in meeting such requirements are attributable to the failure of Contractor to implement and operate the Diversion programs required by this Agreement or solely due to Contractor-caused delays in providing information that prevents Contractor or the City from submitting reports to regulators in a timely manner. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging any consultants or attorneys necessary to represent City in any challenge at Contractor's sole cost and expense (with counsel reasonably approved by City). Any funds expended by Contractor, pursuant to this subsection, for fines and expenses (including consultant fees, attorneys' fees and costs) shall not be passed on to Customers as part of a rate increase or otherwise.

### **12.4 Hazardous Substances Indemnification**

Contractor agrees to indemnify, defend (with counsel reasonably approved by City), protect and hold harmless the City Indemnitees from and against any and all claims, damages, demands, actions and causes of action (including administrative proceedings), suits, losses, costs and expenses (including but not limited to attorneys' fees and costs), penalties, fines, judgments or liabilities of any kind whatsoever resulting, arising from or attributable to the actions of Contractor, including removal action or response action undertaken pursuant to CERCLA or the Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981, with respect to Solid Waste or Household Hazardous Waste Collected, Transported and/or Disposed of or handled by Contractor at Disposal Sites selected by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect, hold harmless and indemnify the City Indemnitees from all forms of liability under CERCLA and the Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981.

### **12.5 Consideration**

It is specifically understood and agreed that the consideration inuring to Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights, and responsibilities contained in this Agreement.

### **12.6 Obligation**

This Agreement obligates Contractor to comply with the foregoing indemnification and release provisions; however, the collateral obligation of providing insurance must also be complied with as set forth in this Agreement.

### **12.7 Subcontractors**

Contractor must require all subcontractors performing work in the City to enter into a contract containing the insurance provisions set forth in Section 11 in which the subcontractor fully indemnifies City in accordance with this Agreement.

### **12.8 Exception**

Notwithstanding other provisions of this Agreement to the contrary, Contractor's obligation to indemnify, hold harmless and defend City Indemnitees will not extend to any liability including, but not limited to, any claim, demand, action, penalty, proceeding or suit in law or equity of any kind (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties), loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City Indemnitees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers prior to the Effective Date, or (iv) as limited by Public Resources Code Section 40059.1.

### **12.9 Uncontrollable Circumstances**

If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected Party, then the affected Party will be excused from performance hereunder during the period of such disability.

1. The Party claiming excuse from performance must promptly notify the other Party when it learns of the existence of such cause, including the facts constituting such cause, and when such cause has terminated.
2. The interruption or discontinuance of services by a Party caused by circumstances outside of its control will not constitute a default under this Agreement.

### **12.10 Damage by Contractor**

If Contractor's employees or subcontractors cause any injury, damage, or loss to City property, including but not limited to City streets or curbs, excluding normal wear and tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage, or loss. Such reimbursement is not in derogation of

any right of City to be indemnified by Contractor for any such injury, damage, or loss. With the prior written approval of City, Contractor may repair the damage at Contractor's sole cost and expense. Any injury, damage or loss to private property caused by the negligent or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at Contractor's sole expense.

### **13 Transition to Next Service Provider**

If the transition of Collection services to another company occurs through expiration, termination, default or otherwise, Contractor shall cooperate fully with City and any subsequent contractors to ensure an orderly transition. Such cooperation shall include, but not be limited to, the transfer of non-proprietary computer data, files and tapes; providing non-proprietary routing information, billing and service information, Customer lists and other operating records needed to service all properties covered by this Agreement; providing a complete inventory of all Collection Containers; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent agreement and providing other reports and data required by this Agreement.

Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of Containers and pick-up days) at least thirty (30) days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. In addition, Contractor shall be responsible for coordinating transfer immediately after Contractor's final pick-ups, so as not to disrupt service.

Contractor shall cooperate in good faith with City and new service provider in scheduling exchanges of Contractor's Containers with Containers provided by the new service provider so as to assure that customers neither need to find storage for two sets of Containers nor go without a Container for an inconvenient length of time; provided, Contractor is not under any obligation to permit the continued use of its Containers upon the start of services by any new service provider.

## **14 Default of Agreement**

### **14.1 Default**

City may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the happening of any one of the following events.

1. Any assignment of this Agreement by Contractor without complying with the requirements of Section 16.1.
2. Contractor takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
3. By order or decree of a court, Contractor is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, such default will be deemed immediate; or
4. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and such possession or control continues in effect for a period of sixty (60) calendar days; or
5. Contractor has defaulted by failing or refusing to pay in a timely manner the monies due City and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or
6. Contractor has defaulted by allowing any final judgment for the payment of money owed to City to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or
7. Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, and is therefore, a "habitual violator." In order to be deemed a "habitual violator" such violations must have occurred and been noticed to Contractor in writing not less frequently than three (3) times in any twenty-four-month period.

### **14.2 Discontinuance of Work**

Upon receipt of a default action, the Contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver, license or sublicense, or otherwise make available to the City within thirty (30) Business Days of said termination action all finished or unfinished documents and materials produced or procured under this Agreement, which shall become City property upon date of such

termination in accordance with reasonable terms and conditions, including measures required to protect the Contractor with respect to any of its licensors. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein within thirty (30) calendar days of said termination.

#### **14.3 Survival**

The rights and remedies of the Parties provided in this section shall not be exclusive and in addition to any other rights and remedies provided by law or under this Agreement.

## **15 Modification to the Agreement**

### **15.1 City-Directed Change (Facilities; Containers)**

City may request changes as specified in Section 5.12 and/or Section 10.5.9 as may from time-to-time be necessary and desirable for the public health and welfare. City agrees to adjust Maximum Service Rates and modify this Agreement to reflect additional costs borne by Contractor. When such modifications are requested, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in the Agreement under this Section 15.1. City and Contractor will not unreasonably withhold agreement to such compensation adjustment for any increase or decrease in the services or other obligations required of Contractor. Should agreement between City and Contractor on compensation adjustment not be reached within six (6) months of the change request, or other period as agreed upon by both Parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 15.3.

### **15.2 Change in Law**

In the event any change in Applicable Law materially alters the obligations of Contractor, then the affected Maximum Service Rates, as established in Exhibit 1 of this Agreement, will be adjusted as provided herein. Nothing contained in this Agreement will require any Party to perform any act or function contrary to law. City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law, including applicable case-law. When such modifications are made to this Agreement, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any change in law or under this Section 15.2. City and Contractor will not unreasonably withhold agreement to such compensation adjustment or other obligations required of Contractor. Should agreement between City and Contractor on compensation adjustment not be reached within six (6) months of the change request, or other period as agreed upon by both Parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 15.3.

### **15.3 Arbitration**

Arbitration shall be conducted by a single arbitrator. If, within twenty (20) days from the receipt of a request to arbitrate (or such longer period mutually agreed to by the Parties), the Parties are unable to agree on an arbitrator, then a single arbitrator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, which shall govern any arbitration requested under this provision. Each Party shall bear its own costs and expenses of any arbitration. Each Party shall pay one-half of the costs of the arbitrator.



## **16 Other Agreement of the Parties**

### **16.1 Assignment**

No assignment of this Agreement or any right occurring under this Agreement may be made in whole or in part by Contractor without the express prior written consent of the City Council, which shall not be unreasonably conditioned, delayed, or denied. In the event of any assignment approved by the City Council, the assignee must fully assume all the liabilities of Contractor by way of an assignment and assumption agreement. Notwithstanding the above, an assignment to an affiliate of Contractor may be undertaken upon notice to City Manager, but without the requirement for its approval. For purposes of this provision, “affiliate” means any person or legal entity that, directly or indirectly, controls, is controlled by, or is under common control with Contractor.

The use of a subcontractor to perform services under this Agreement will not constitute delegation of Contractor’s duties provided that Contractor has received prior written authorization from the Public Works Director to subcontract such services and the Public Works Director has approved a subcontractor who will perform such services. Contractor will be responsible for directing the work of Contractor’s subcontractors and any compensation due or payable to Contractor’s subcontractor will be the sole responsibility of Contractor. The Public Works Director will have the right to require the removal of any approved subcontractor for reasonable cause.

### **16.2 Permits, Licenses, and Chamber Membership**

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. Contractor must provide proof of such permits, licenses or approvals and must demonstrate compliance with the terms and conditions of such permits, licenses, and approvals upon the request of the Public Works Director. The Contractor must have a valid City of South Pasadena Business License throughout the term of the Agreement. Contractor shall maintain an active Chamber of Commerce membership.

### **16.3 Laws to Govern**

The law of the State of California governs the rights, obligations, duties and liabilities of City and Contractor under this Agreement and governs the interpretation of this Agreement.

## **17 General Provisions**

### **17.1 Consent to Jurisdiction**

The Parties agree that any litigation between City and Contractor concerning or arising out of this Contract must be filed and maintained exclusively in the Superior Courts of Los Angeles County, State of California, or in the United States District Court for the Central District of California to the fullest extent permissible by law. Each Party consents to service of process in any manner authorized by California law.

### **17.2 Compliance with Laws**

In the performance of this Agreement, Contractor must comply with all Applicable Laws, including, without limitation, the South Pasadena Municipal Code. City shall provide written notice to Contractor of any planned amendment of the South Pasadena Municipal Code that would substantially affect the performance of Contractor's services pursuant to this Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

### **17.3 Independent Contactor**

In the performance of services pursuant to this Agreement, Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor will have exclusive control of the details of the services and work performed and over all Persons performing such services and work. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, shall obtain any rights to any benefits that accrue to City employees.

### **17.4 Entire Agreement**

This Agreement and the attached Exhibits constitute the entire Agreement and understanding between the Parties, and the Agreement will not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the Parties.

### **17.5 Severability**

Except as specified in Section 3.5, if any provision of this Agreement or the application of it to any Person or situation is to any extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to Persons or situations other than those as to which it is held invalid or unenforceable, will not be affected, will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

### **17.6 Right to Require Performance**

The failure of any Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right of the other Party thereafter to enforce same. Nor will waiver of any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

### **17.7 All Prior Agreements Superseded**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

#### **17.8 Amendments to Agreement**

This Agreement may not be changed, modified, amended or waived, except in writing and as approved by Contractor and the City Council.

#### **17.9 Headings**

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

#### **17.10 Exhibits**

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement, and each is incorporated by this reference.

#### **17.11 Waiver**

Waiver by City or Contractor of any breach for violation of any term covenant or condition of this Agreement will not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant, or condition. The subsequent acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City will not be deemed to be a waiver by City of any breach for violation of any term, covenant, or condition of this Agreement.

#### **17.12 Prohibition Against Gifts**

Contractor represents that Contractor is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or designated employee any gifts prohibited by the City.

#### **17.13 Point of Contact**

The day-to-day dealings between Contractor and City will be between Contractor and the Public Works Director, or his or her designee.

#### **17.14 City Representative**

Whenever this Agreement requires the City to take any action, the City Council designates the Public Works Director to take such action on behalf of the City, unless another individual or entity is otherwise specified in this Agreement or unless the City Council designates actions to different Persons or itself. The Public Works Director may designate individual(s) to administer and monitor the provisions of this Agreement.

#### **17.15 Notices**

All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mails, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed notice (registered or certified) shall be deemed received five (5) days after deposit. A Party may change the address to which notice is given by giving notice and provided herein.

As to the City:

City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030  
Attn: Public Works Director, Ted Gerber  
Email: PWAdmin@southpasadenaca.gov  
Phone: (626) 403-7240

As the Contractor: Athens Services  
14048 Valley Blvd.  
City of Industry, CA 91746  
Attn: Steven Librenjak  
Email: SLibrenjak@AthensServices.com  
Phone: (626) 934-4696

Notice by City to Contractor of a Collection or other Customer problem or complaint may be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor via email by the end of the Workday.

#### **17.16 Signatures**

- (a) Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (b) Scanned Signatures. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e., files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.
- (c) Digital/Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the Parties' consent to do business electronically.

*[Signature page(s) follow]*

IN CONCURRENCE AND WITNESS WHEREOF, City and Contractor have executed this Agreement as of May 21, 2025.

**CITY OF SOUTH PASADENA:**

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

Janet Braun, Mayor

**CONTRACTOR:**

Arakelian Enterprises, Inc. d/b/a Athens Services

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

**ATTEST:**

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

Hector Gomez, Chief City Clerk

**APPROVED AS TO FORM:**

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

Roxanne Diaz, City Attorney

### Exhibit 1: Maximum Service Rates

<b>MANUAL BARREL COLLECTION (Solid Waste + Recyclables + Organics)</b>						
<b>SINGLE-FAMILY (1 UNIT)</b>						
Waste Type	For Solid Waste, Recyclable Materials, and Organic Waste Collection					
Container Type	Customers will be provided up to seven 32-gallon Barrels and can choose a mix of Black Barrels (for Solid Waste), Blue Barrels (for Recyclable Materials), and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color. Additional Barrels, after seven, require additional fees. There is no change in rate for having less than seven Barrels.					
Frequency	1x Collection per week (minimum and maximum)					
		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1 UNIT		11.75	51.89	63.64	7.07	<b>\$70.71</b>
EACH ADDITIONAL 32-GALLON BARREL		3.19	3.68	6.87	0.76	<b>\$7.63</b>
ONE TIME DELIVERY CHARGE FOR ADD. BARREL		-	25.43	25.43	2.83	<b>28.26*</b>
<b>*One-time charge</b>						
<b>SINGLE-FAMILY (2-4 UNITS)</b>						
Waste Type	For Solid Waste, Recyclable Materials, and Organic Waste Collection					
Container Type	Customers will be provided up to seven 32-gallon Barrels <b>per unit</b> and can choose a mix of Black Barrels (for Solid Waste), Blue Barrels (for Recyclable Materials), and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color <b>per unit</b> . Additional Barrels, after seven <b>per unit</b> , require additional fees. There is no change in rate for having less than seven Barrels <b>per unit</b> .					
Frequency	1x Collection per week (minimum and maximum)					
		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
2 UNITS		15.59	70.51	86.10	9.57	<b>\$95.67</b>
3 UNITS		19.09	84.57	103.66	11.52	<b>\$115.18</b>
4 UNITS		22.50	98.62	121.12	13.46	<b>\$134.58</b>
EACH ADDITIONAL 32-GALLON BARREL		3.19	3.68	6.87	0.76	<b>\$7.63</b>
ONE TIME DELIVERY CHARGE FOR ADD. BARREL		-	25.43	25.43	2.83	<b>28.26*</b>
<b>*One-time charge</b>						
<b>*MULTI-FAMILY (5+ UNITS) - MANUAL BARREL COLLECTION SERVICES ARE NOT OFFERED TO MULTI-FAMILY CUSTOMERS*</b>						
<b>*COMMERCIAL - SEE COMMERCIAL COLLECTION BELOW FOR MANUAL BARREL COLLECTION OPTIONS*</b>						

<b>AUTOMATED BIN COLLECTION (Solid Waste + Recyclables)</b>						
<b>SINGLE-FAMILY (1 UNIT)</b>						
Waste Type	For Solid Waste and Recyclable Materials Collection. Each rate includes one 96-gallon blue Cart, serviced 1x per week. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service.					
Container Type	Option of 1.5 yard, 2 yard, 3 yard, 4 yard, and 6 yard Bin for Solid Waste; all options include one 96-gallon Cart for Recyclables					
Frequency	Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week for Solid Waste; all options include 1x Collection per week for Recyclables					
Required Additional Services/Fees	For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service. See "Organics Collection" table for service levels and rates.					
		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1.5 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	31.99	98.03	130.02	14.45	<b>\$144.47</b>
	2X per week	64.03	174.04	238.07	26.45	<b>\$264.52</b>
	3X per week	96.06	215.84	311.90	34.66	<b>\$346.56</b>
	4X per week	128.15	257.49	385.64	42.85	<b>\$428.49</b>
	5X per week	160.18	299.28	459.46	51.05	<b>\$510.51</b>
	6X per week	192.16	341.01	533.17	59.24	<b>\$592.41</b>

2 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	42.44	103.39	145.83	16.20	<b>\$162.03</b>
	2X per week	84.86	184.19	269.05	29.89	<b>\$298.94</b>
	3X per week	127.33	229.58	356.91	39.66	<b>\$396.57</b>
	4X per week	169.79	274.81	444.60	49.40	<b>\$494.00</b>
	5X per week	212.22	320.23	532.45	59.16	<b>\$591.61</b>
	6X per week	254.68	365.54	620.22	68.91	<b>\$689.13</b>
3 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	64.10	145.44	209.54	23.28	<b>\$232.82</b>
	2X per week	128.19	171.80	299.99	33.33	<b>\$333.32</b>
	3X per week	192.32	197.96	390.28	43.36	<b>\$433.64</b>
	4X per week	256.45	235.62	492.07	54.67	<b>\$546.74</b>
	5X per week	320.53	279.13	599.66	66.63	<b>\$666.29</b>
	6X per week	384.67	305.45	690.12	76.68	<b>\$766.80</b>
4 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	75.39	170.21	245.60	27.29	<b>\$272.89</b>
	2X per week	200.01	265.38	465.39	51.71	<b>\$517.10</b>
	3X per week	339.41	345.76	685.17	76.13	<b>\$761.30</b>
	4X per week	473.74	431.23	904.97	100.55	<b>\$1,005.52</b>
	5X per week	603.45	521.31	1124.76	124.97	<b>\$1,249.73</b>
	6X per week	751.96	592.61	1344.57	149.40	<b>\$1,493.97</b>
6 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	99.15	222.38	321.53	35.73	<b>\$357.26</b>
	2X per week	261.93	346.09	608.02	67.56	<b>\$675.58</b>
	3X per week	443.84	450.70	894.54	99.39	<b>\$993.93</b>
	4X per week	619.01	562.03	1181.04	131.23	<b>\$1,312.27</b>
	5X per week	788.13	679.42	1467.55	163.06	<b>\$1,630.61</b>
	6X per week	981.76	772.27	1754.03	194.89	<b>\$1,948.92</b>
<b>MULTI-UNIT DWELLINGS (2 UNITS OR MORE)</b>						
Waste Type	For Solid Waste and Recyclable Materials Collection. Each rate includes one 96-gallon blue Cart, serviced 1x per week. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service.					
Container Type	Option of 1.5 yard, 2 yard, 3 yard, 4 yard, or 6 yard Bin for Solid Waste; all options include one 96-gallon Cart for Recyclables					
Frequency	Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week for Solid Waste; all options include 1x Collection per week for Recyclables					
Required Additional Services/Fees	Monthly Bin Rental Fee must be added to monthly service charge. For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service. See "Organics Collection" table for service levels and rates.					
		<b>DISPOSAL COMPONENT</b>	<b>OPERATIONS COMPONENT</b>	<b>DISPOSAL + OPERATIONS COMPONENTS</b>	<b>FRANCHISE FEE COMPONENT</b>	<b>TOTAL MONTHLY RATE</b>
<b>BIN RENTAL FEE (in addition to per unit charge below)</b>						
ALL OPTIONS INCLUDE ONE 96-GALLON BLUE CART (1X PER WEEK)	1.5 YARD BIN	5.16	21.73	26.89	2.99	<b>\$29.88</b>
	2 YARD BIN	7.09	29.46	36.55	4.06	<b>\$40.61</b>
	3 YARD BIN	10.42	43.32	53.74	5.97	<b>\$59.71</b>
	*4 YARD BIN	13.75	57.17	70.92	7.88	<b>\$78.80</b>
	*6 YARD BIN	17.08	71.02	88.10	9.79	<b>\$97.89</b>
*Scout Service not available due to Bin Size						
1X PER WEEK	2 UNITS	15.59	70.51	86.10	9.57	<b>\$95.67</b>
	3 UNITS	19.09	84.57	103.66	11.52	<b>\$115.18</b>
	4 UNITS	22.50	98.62	121.12	13.46	<b>\$134.58</b>
	5 UNITS	25.85	112.43	138.28	15.36	<b>\$153.64</b>
	6 UNITS	28.06	121.96	150.02	16.67	<b>\$166.69</b>
	7 UNITS	29.96	129.70	159.66	17.74	<b>\$177.40</b>
	8 UNITS	31.74	137.54	169.28	18.81	<b>\$188.09</b>
	9 UNITS	33.68	145.42	179.10	19.90	<b>\$199.00</b>
	10 UNITS	35.54	153.19	188.73	20.97	<b>\$209.70</b>

	11 UNITS	37.46	161.08	198.54	22.06	<b>\$220.60</b>
	12 UNITS	39.26	168.79	208.05	23.12	<b>\$231.17</b>
	13+ UNITS (add per unit)	3.20	13.16	16.36	1.82	<b>\$18.18</b>
2X PER WEEK	2 UNITS	38.83	167.00	205.83	22.87	<b>\$228.70</b>
	3 UNITS	40.91	175.80	216.71	24.08	<b>\$240.79</b>
	4 UNITS	43.05	184.65	227.70	25.30	<b>\$253.00</b>
	5 UNITS	45.16	193.45	238.61	26.51	<b>\$265.12</b>
	6 UNITS	47.04	201.27	248.31	27.59	<b>\$275.90</b>
	7 UNITS	49.16	210.10	259.26	28.81	<b>\$288.07</b>
	8 UNITS	51.26	218.84	270.10	30.01	<b>\$300.11</b>
	9 UNITS	53.32	227.57	280.89	31.21	<b>\$312.10</b>
	10 UNITS	55.51	236.29	291.80	32.42	<b>\$324.22</b>
	11 UNITS	57.63	245.05	302.68	33.63	<b>\$336.31</b>
	12 UNITS	59.60	253.82	313.42	34.82	<b>\$348.24</b>
	13+ UNITS (add per unit)	4.81	19.74	24.55	2.73	<b>\$27.28</b>
3X PER WEEK	2 UNITS	66.07	283.49	349.56	38.84	<b>\$388.40</b>
	3 UNITS	69.57	297.55	367.12	40.79	<b>\$407.91</b>
	4 UNITS	72.98	311.60	384.58	42.73	<b>\$427.31</b>
	5 UNITS	76.33	325.41	401.74	44.64	<b>\$446.38</b>
	6 UNITS	78.92	334.32	413.24	45.92	<b>\$459.16</b>
	7 UNITS	80.83	342.14	422.97	47.00	<b>\$469.97</b>
	8 UNITS	82.73	350.07	432.80	48.09	<b>\$480.89</b>
	9 UNITS	84.51	357.69	442.20	49.13	<b>\$491.33</b>
	10 UNITS	86.65	366.09	452.74	50.30	<b>\$503.04</b>
	11 UNITS	88.65	374.25	462.90	51.43	<b>\$514.33</b>
	12 UNITS	90.54	382.94	473.48	52.61	<b>\$526.09</b>
	13+ UNITS (add per unit)	6.31	26.39	32.70	3.63	<b>\$36.33</b>
4X PER WEEK	2 UNITS	97.31	419.99	517.30	57.48	<b>\$574.78</b>
	3 UNITS	99.39	428.78	528.17	58.69	<b>\$586.86</b>
	4 UNITS	101.53	437.63	539.16	59.91	<b>\$599.07</b>
	5 UNITS	103.64	446.43	550.07	61.12	<b>\$611.19</b>
	6 UNITS	105.52	454.25	559.77	62.20	<b>\$621.97</b>
	7 UNITS	107.64	463.08	570.72	63.41	<b>\$634.13</b>
	8 UNITS	109.74	471.82	581.56	64.62	<b>\$646.18</b>
	9 UNITS	111.80	480.55	592.35	65.82	<b>\$658.17</b>
	10 UNITS	113.99	489.27	603.26	67.03	<b>\$670.29</b>
	11 UNITS	116.11	498.03	614.14	68.24	<b>\$682.38</b>
	12 UNITS	118.08	506.80	624.88	69.43	<b>\$694.31</b>
	13+ UNITS (add per unit)	7.84	33.02	40.86	4.54	<b>\$45.40</b>
5X PER WEEK	2 UNITS	132.55	576.48	709.03	78.78	<b>\$787.81</b>
	3 UNITS	136.05	590.54	726.59	80.73	<b>\$807.32</b>
	4 UNITS	139.46	604.59	744.05	82.67	<b>\$826.72</b>
	5 UNITS	142.81	618.39	761.20	84.58	<b>\$845.78</b>
	6 UNITS	145.40	627.30	772.70	85.86	<b>\$858.56</b>
	7 UNITS	147.31	635.12	782.43	86.94	<b>\$869.37</b>
	8 UNITS	149.21	643.06	792.27	88.03	<b>\$880.30</b>
	9 UNITS	150.99	650.68	801.67	89.07	<b>\$890.74</b>
	10 UNITS	153.13	659.07	812.20	90.24	<b>\$902.44</b>
	11 UNITS	155.13	667.23	822.36	91.37	<b>\$913.73</b>



12 UNITS		157.02	675.93	832.95	92.55	<b>\$925.50</b>
13+ UNITS (add per unit)		9.37	39.65	49.02	5.45	<b>\$54.47</b>
6X PER WEEK	2 UNITS	171.79	752.97	924.76	102.75	<b>\$1,027.51</b>
	3 UNITS	173.87	761.77	935.64	103.96	<b>\$1,039.60</b>
	4 UNITS	176.01	770.61	946.62	105.18	<b>\$1,051.80</b>
	5 UNITS	178.12	779.42	957.54	106.39	<b>\$1,063.93</b>
	6 UNITS	180.00	787.23	967.23	107.47	<b>\$1,074.70</b>
	7 UNITS	182.12	796.06	978.18	108.69	<b>\$1,086.87</b>
	8 UNITS	184.22	804.80	989.02	109.89	<b>\$1,098.91</b>
	9 UNITS	186.28	813.53	999.81	111.09	<b>\$1,110.90</b>
	10 UNITS	188.47	822.26	1010.73	112.30	<b>\$1,123.03</b>
	11 UNITS	190.59	831.02	1021.61	113.51	<b>\$1,135.12</b>
	12 UNITS	192.56	839.79	1032.35	114.71	<b>\$1,147.06</b>
13+ UNITS (add per unit)		10.90	46.28	57.18	6.35	<b>\$63.53</b>
<b>COMMERCIAL</b>						
Waste Type	For Solid Waste and Recyclable Materials Collection. Each rate includes one 96-gallon blue Cart, serviced 1x per week. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service.					
Container Type	Option of 32-gallon Barrel, 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard, or 3 yard compactor Bin for Solid Waste; all options include one 96-gallon Cart for Recyclables					
Frequency	Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week for Solid Waste; all options include 1x Collection per week for Recyclables					
Required Additional Services/Fees	For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service. See "Organics Collection" table for service levels and rates.					
		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1.5 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	31.99	98.03	130.02	14.45	<b>\$144.47</b>
	2X per week	64.03	174.04	238.07	26.45	<b>\$264.52</b>
	3X per week	96.06	215.84	311.90	34.66	<b>\$346.56</b>
	4X per week	128.15	257.49	385.64	42.85	<b>\$428.49</b>
	5X per week	160.18	299.28	459.46	51.05	<b>\$510.51</b>
	6X per week	192.16	341.01	533.17	59.24	<b>\$592.41</b>
2 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	42.44	103.39	145.83	16.20	<b>\$162.03</b>
	2X per week	84.86	184.19	269.05	29.89	<b>\$298.94</b>
	3X per week	127.33	229.58	356.91	39.66	<b>\$396.57</b>
	4X per week	169.79	274.81	444.60	49.40	<b>\$494.00</b>
	5X per week	212.22	320.23	532.45	59.16	<b>\$591.61</b>
	6X per week	254.68	365.54	620.22	68.91	<b>\$689.13</b>
3 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	64.10	145.44	209.54	23.28	<b>\$232.82</b>
	2X per week	128.19	171.80	299.99	33.33	<b>\$333.32</b>
	3X per week	192.32	197.96	390.28	43.36	<b>\$433.64</b>
	4X per week	256.45	235.62	492.07	54.67	<b>\$546.74</b>
	5X per week	320.53	279.13	599.66	66.63	<b>\$666.29</b>
	6X per week	384.67	305.45	690.12	76.68	<b>\$766.80</b>
4 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	75.39	170.21	245.60	27.29	<b>\$272.89</b>
	2X per week	200.01	265.38	465.39	51.71	<b>\$517.10</b>
	3X per week	339.41	345.76	685.17	76.13	<b>\$761.30</b>
	4X per week	473.74	431.23	904.97	100.55	<b>\$1,005.52</b>
	5X per week	603.45	521.31	1124.76	124.97	<b>\$1,249.73</b>
	6X per week	751.96	592.61	1344.57	149.40	<b>\$1,493.97</b>

6 YARD BIN	1X per week	99.15	222.38	321.53	35.73	<b>\$357.26</b>
+ ONE 96-GAL	2X per week	261.93	346.09	608.02	67.56	<b>\$675.58</b>
BLUE CART	3X per week	443.84	450.70	894.54	99.39	<b>\$993.93</b>
(1X PER WEEK)	4X per week	619.01	562.03	1181.04	131.23	<b>\$1,312.27</b>
	5X per week	788.13	679.42	1467.55	163.06	<b>\$1,630.61</b>
	6X per week	981.76	772.27	1754.03	194.89	<b>\$1,948.92</b>
3 YARD COMPACTOR BIN	1X per week	192.30	149.83	342.13	38.01	<b>\$380.14</b>
+ ONE 96-GAL	2X per week	384.58	180.58	565.16	62.80	<b>\$627.96</b>
BLUE CART	3X per week	576.97	211.13	788.10	87.57	<b>\$875.67</b>
(1X PER WEEK)	4X per week	769.37	253.17	1022.54	113.62	<b>\$1,136.16</b>
	5X per week	961.62	301.09	1262.71	140.30	<b>\$1,403.01</b>
	6X per week	1154.01	331.80	1485.81	165.09	<b>\$1,650.90</b>
COMMERCIAL MANUAL BARREL COLLECTION (PER 32-GALLON BARREL) + ONE 96-GALLON BLUE CART (1X PER WEEK) <i>*Only one blue Cart regardless of number of barrels. For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates.</i>						
	1X per week	14.56	66.98	81.54	9.06	<b>\$90.60</b>

ORGANICS COLLECTION						
The organics collection services below are <u>required</u> for all single-family customers with automated bin service, multi-family customers, and commercial customers.						
FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION						
<i>Waste Type</i>	<i>For Organic Waste Collection Only (Food Scraps, Food-soiled Paper, Green Waste, etc.). Organic Waste Collection Service is required and Solid Waste and Recyclable Materials Collection Service is required in addition to this Organic Waste Collection Service.</i>					
<i>Container Type</i>	<i>Option of 64-gallon Cart, 1.5 yard Bin, 2 yard Bin, or Roll-off (3 or 3+ yard Bins are not offered for Organics Collection)</i>					
<i>Frequency</i>	<i>Option of 1x, 2x, 3x, 4x, or 5x Collections per week</i>					
		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
64-GALLON CART (PRIMARY)	1X per week	-	160.76	160.76	17.86	<b>\$178.62</b>
	2X per week	-	280.69	280.69	31.19	<b>\$311.88</b>
	3X per week	-	400.60	400.60	44.51	<b>\$445.11</b>
	4X per week	-	520.54	520.54	57.84	<b>\$578.38</b>
	5X per week	-	640.46	640.46	71.16	<b>\$711.62</b>
64-GALLON CART (EACH ADDITIONAL)	1X per week	-	136.31	136.31	15.15	<b>\$151.46</b>
	2X per week	-	238.67	238.67	26.52	<b>\$265.19</b>
	3X per week	-	341.10	341.10	37.90	<b>\$379.00</b>
	4X per week	-	443.47	443.47	49.27	<b>\$492.74</b>
	5X per week	-	545.88	545.88	60.65	<b>\$606.53</b>
1.5 YARD BIN (PRIMARY)	1X per week	-	337.40	337.40	37.49	<b>\$374.89</b>
	2X per week	-	655.15	655.15	72.79	<b>\$727.94</b>
	3X per week	-	974.54	974.54	108.28	<b>\$1,082.82</b>
	4X per week	-	1292.28	1292.28	143.59	<b>\$1,435.87</b>
	5X per week	-	1611.67	1611.67	179.07	<b>\$1,790.74</b>
1.5 YARD BIN (EACH ADDITIONAL)	1X per week	-	276.88	276.88	30.76	<b>\$307.64</b>
	2X per week	-	539.80	539.80	59.98	<b>\$599.78</b>
	3X per week	-	804.55	804.55	89.39	<b>\$893.94</b>
	4X per week	-	1067.70	1067.70	118.63	<b>\$1,186.33</b>
	5X per week	-	1332.43	1332.43	148.05	<b>\$1,480.48</b>

2 YARD BIN (PRIMARY)	1X per week	-	399.64	399.64	44.40	<b>\$444.04</b>
	2X per week	-	779.63	779.63	86.63	<b>\$866.26</b>
	3X per week	-	1157.98	1157.98	128.66	<b>\$1,286.64</b>
	4X per week	-	1537.96	1537.96	170.88	<b>\$1,708.84</b>
	5X per week	-	1917.95	1917.95	213.11	<b>\$2,131.06</b>
2 YARD BIN (EACH ADDITIONAL)	1X per week	-	312.29	312.29	34.70	<b>\$346.99</b>
	2X per week	-	613.04	613.04	68.12	<b>\$681.16</b>
	3X per week	-	913.31	913.31	101.48	<b>\$1,014.79</b>
	4X per week	-	1214.46	1214.46	134.94	<b>\$1,349.40</b>
	5X per week	-	1516.00	1516.00	168.44	<b>\$1,684.44</b>
ORGANICS OPEN ROLL-OFF OR COMPACTOR ROLL-OFF						
Haul Rate			304.20	304.20	33.80	<b>\$338.00</b>
Disposal/Ton Rate			153.79	153.79	17.09	<b>\$170.88</b>

RECYCLABLE MATERIALS COLLECTION						
All customers receive Recyclable Materials Collection as part of their Solid Waste Collection Service. Single-family customers with automated bin service, multi-family customers, and commercial customers who wish to <u>increase</u> their Recycling Collection Services may add the services listed below for an additional fee.						
FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION						
Waste Type	For <u>additional</u> Recyclable Materials Collection Only.					
Container Type	Option of 96-gallon Cart, 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard Bin					
Frequency	Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week					
		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
96-GALLON CART	1X per week	0.00	47.58	47.58	5.29	<b>\$52.87</b>
	2X per week	0.00	94.17	94.17	10.46	<b>\$104.63</b>
	3X per week	0.00	140.75	140.75	15.64	<b>\$156.39</b>
	4X per week	0.00	187.34	187.34	20.82	<b>\$208.16</b>
	5X per week	0.00	233.92	233.92	25.99	<b>\$259.91</b>
	6X per week	0.00	280.51	280.51	31.17	<b>\$311.68</b>
1.5 YARD BIN	1X per week	0.00	59.10	59.10	6.57	<b>\$65.67</b>
	2X per week	0.00	112.35	112.35	12.48	<b>\$124.83</b>
	3X per week	0.00	165.60	165.60	18.40	<b>\$184.00</b>
	4X per week	0.00	218.85	218.85	24.32	<b>\$243.17</b>
	5X per week	0.00	272.10	272.10	30.23	<b>\$302.33</b>
	6X per week	0.00	325.35	325.35	36.15	<b>\$361.50</b>
2 YARD BIN	1X per week	0.00	63.03	63.03	7.00	<b>\$70.03</b>
	2X per week	0.00	119.62	119.62	13.29	<b>\$132.91</b>
	3X per week	0.00	176.20	176.20	19.58	<b>\$195.78</b>
	4X per week	0.00	232.78	232.78	25.86	<b>\$258.64</b>
	5X per week	0.00	289.36	289.36	32.15	<b>\$321.51</b>
	6X per week	0.00	345.95	345.95	38.44	<b>\$384.39</b>
3 YARD BIN	1X per week	0.00	70.66	70.66	7.85	<b>\$78.51</b>
	2X per week	0.00	133.91	133.91	14.88	<b>\$148.79</b>
	3X per week	0.00	197.16	197.16	21.91	<b>\$219.07</b>
	4X per week	0.00	260.41	260.41	28.93	<b>\$289.34</b>
	5X per week	0.00	323.65	323.65	35.96	<b>\$359.61</b>
	6X per week	0.00	386.90	386.90	42.99	<b>\$429.89</b>

4 YARD BIN	1X per week	0.00	78.70	78.70	8.74	<b>\$87.44</b>
	2X per week	0.00	148.62	148.62	16.51	<b>\$165.13</b>
	3X per week	0.00	218.53	218.53	24.28	<b>\$242.81</b>
	4X per week	0.00	288.44	288.44	32.05	<b>\$320.49</b>
	5X per week	0.00	358.35	358.35	39.82	<b>\$398.17</b>
	6X per week	0.00	428.27	428.27	47.59	<b>\$475.86</b>
6 YARD BIN	1X per week	0.00	95.38	95.38	10.60	<b>\$105.98</b>
	2X per week	0.00	178.62	178.62	19.85	<b>\$198.47</b>
	3X per week	0.00	261.87	261.87	29.10	<b>\$290.97</b>
	4X per week	0.00	345.11	345.11	38.35	<b>\$383.46</b>
	5X per week	0.00	428.35	428.35	47.59	<b>\$475.94</b>
	6X per week	0.00	511.59	511.59	56.84	<b>\$568.43</b>

<b>OTHER CHARGES AND SERVICES</b>					
	<b>DISPOSAL COMPONENT</b>	<b>OPERATIONS COMPONENT</b>	<b>DISPOSAL + OPERATIONS</b>	<b>FRANCHISE FEE COMPONENT</b>	<b>TOTAL RATE</b>
<b>ALL ACCOUNTS</b>					
Late Fee (1.5% per month, \$5.00 minimum)	-	6.00	-	0.67	<b>\$6.67</b>
Declined Payment Charge	-	38.46	-	4.27	<b>\$42.73</b>
Stop Service Charge	-	38.46	-	4.27	<b>\$42.73</b>
Reactivation Charge	-	38.46	-	4.27	<b>\$42.73</b>
Contamination Fee - all material (per occurrence)	-	76.89	-	8.54	<b>\$85.43</b>
Cart/Barrel Roll-Out Charge (per container, per frequency)	-	19.23	-	2.14	<b>\$21.37</b>
Bin Lock Lids (per bin, per frequency)	-	18.80	-	2.09	<b>\$20.89</b>
Bin Enclosure Pressure Washing (Per Hour, 1 Hour Minimum)	-	76.89	-	8.54	<b>\$85.43</b>
Bin Wash-Out/Clean-Out Charge	-	76.89	-	8.54	<b>\$85.43</b>
Bin Overflow Charges	-	76.89	-	8.54	<b>\$85.43</b>
Bin Overweight Charges	-	76.89	-	8.54	<b>\$85.43</b>
Bin Extra Dump Charge	-	76.89	-	8.54	<b>\$85.43</b>
Bin Dead-Run Charge	-	76.89	-	8.54	<b>\$85.43</b>
Bin Go-Back Charge	-	76.89	-	8.54	<b>\$85.43</b>
Bin Delivery Charge	-	76.89	-	8.54	<b>\$85.43</b>
Bin Exchange Charge	-	76.89	-	8.54	<b>\$85.43</b>
Bin Bring-In Charge	-	76.89	-	8.54	<b>\$85.43</b>
Priority Emergency Service	-	253.74	-	28.19	<b>\$281.93</b>
Cardboard Boxes (per box)	-	6.11	-	0.68	<b>\$6.79</b>
Cardboard Box Liners (per box liner)	-	0.60	-	0.07	<b>\$0.67</b>
Barrel Replacement (Any Size)	-	75.00	-	8.33	<b>83.33</b>
<b>COMMERCIAL SERVICES</b>					
Bulky Item Pick-Up - First Item, Dead-Run, or Go-Back	-	38.46	-	4.27	<b>\$42.73</b>
Bulky Item Pick-Up - Each Additional Item	-	23.06	-	2.56	<b>\$25.62</b>
3 Yard Temporary Bin	-	207.62	-	23.07	<b>\$230.69</b>
3 Yard Temporary Bin - Extra Dump, Dead-Run, or Go-Back	-	107.66	-	11.96	<b>\$119.62</b>
3 Yard Temporary Bin with Scout Service	-	246.08	-	27.34	<b>\$273.42</b>
3 Yard Temporary Bin - Extra Dump with Scout Service	-	146.09	-	16.23	<b>\$162.32</b>
3 Yard Temporary Bin - Per Day Over 7 Days with No Dump	-	26.15	-	2.91	<b>\$29.06</b>
3 Yard Temporary Bin - Overweight, Overflow	-	79.53	-	8.84	<b>\$88.37</b>
Lock-Lids for Temporary Bins	-	19.74	-	2.19	<b>\$21.93</b>

Roll-Off Rate per Haul (Plus Disposal Charges)	-	323.17	-	35.91	<b>\$359.08</b>
Roll-Off Roll-Top Rental Charge	-	76.89	-	8.54	<b>\$85.43</b>
Roll-Off Relocate Charge	-	128.82	-	14.31	<b>\$143.13</b>
Roll-Off Compactor Wash Out Charge	-	322.08	-	35.79	<b>\$357.87</b>
Roll-Off Demurrage (Per Day if no dumps in 7 days)	-	25.58	-	2.84	<b>\$28.42</b>
Roll-Off Same Day Expedited Request	-	71.07	-	7.90	<b>\$78.97</b>
Roll-Off Dead-Run Charge	-	177.68	-	19.74	<b>\$197.42</b>
Storage Box Rental Charge	-	230.68	-	25.63	<b>\$256.31</b>
Storage Box Delivery Charge	-	76.89	-	8.54	<b>\$85.43</b>
Bin Push-Out/Scout Service Charge (per bin, per frequency)	-	40.73	-	4.53	<b>\$45.26</b>
<b>RESIDENTIAL (SINGLE FAMILY &amp; MULTI UNIT)</b>					
Bulky Item Pick-Up - First Item (Outside of No-Charge Quarterly Pick-Up)	-	40.73	-	4.53	<b>\$45.26</b>
Bulky Item Pick-Up - Each Additional Item	-	24.43	-	2.71	<b>\$27.14</b>
Cart/Barrel Go-Back or Dead Run Charge	-	33.58	-	3.73	<b>\$37.31</b>
Bin Push-Out/Scout Service Charge (per bin, per frequency)	-	40.73	-	4.53	<b>\$45.26</b>
<b>CITY SERVICES</b>					<b>Monthly Rate</b>
City Garage and Parking Lot Sweeping Service	-	1115.22	-	-	<b>\$1,115.22</b>
Bus Stop Barrel Pick-Up	-	2973.93	-	-	<b>\$2,973.93</b>

## Exhibit 2: Bus Stop Barrel Collection Schedule

Per Section 6.3 of this Agreement, Contractor shall empty the bus stop Container(s), supply the new Container liner, and replace the Container liner. Contractor shall remove any Solid Waste outside of the Container(s) at the bus stop and pressure wash as needed.

LOCATION	Number of Barrels				SCHEDULE
	NB	SB	WB	EB	
Mission Street					
Grand Avenue	–	–	1	–	M T W T H F
Adelaine Avenue	–	–	–	1	M T W T H F
Orange Grove Avenue	–	–	1	1	M T W T H F
Prospect Avenue	–	–	1	–	M T W T H F
Meridian Avenue	–	–	–	3	M T W T H F
Fairview Avenue	–	–	1	–	M T W T H F
Fremont Avenue	–	–	1	1	M T W T H F
Fair Oaks Avenue	–	–	1	1	M T W T H F
Park Avenue	–	–	1	1	M T W T H F
Milan Avenue	–	–	1	–	M T W T H F
Garfield Avenue	–	–	1	1	M T W T H F
Huntington Drive					
Alhambra Road	1	–	–	–	M T W T H F
Maple Street	1	1	–	–	M T W T H F
Fremont Avenue	–	–	1	3	M T W T H F
Primrose Avenue	–	–	1	1	M T W T H F
Marengo Avenue	–	–	1	1	M T W T H F
Fletcher Avenue	–	–	1	1	M T W T H F
Court Avenue	–	–	1	1	M T W T H F
Fair Oaks Avenue					
Columbia Street	1	1	–	–	M T W T H F
State Street	1	–	–	–	
Mound Avenue	–	1	–	–	M T W T H F
Mission Street	1	1	–	–	M T W T H F
Oxley Street	–	1	–	–	M T W T H F
Monterey Road	1	1	–	–	M T W T H F
Rollin Street	1	1	–	–	M T W T H F
Spruce Street	1	1	–	–	M T W T H F

LOCATION	Number of Barrels				SCHEDULE
	NB	SB	WB	EB	
Garfield Avenue					
Oak Street	–	1	–	–	M W F
Fremont Street					
Oneonta Knoll Street	–	1	–	–	M W F
Maple Street	1	1	–	–	M W F
Pasadena Avenue					
Sycamore Avenue	–	–	1	1	M W F
Arroyo Drive	–	–	1	1	M W F
Hawthorne Street	1	1	–	–	M W F
El Centro Street	1	1	–	–	M W F
Mission Street	1	1	–	–	M W F
Hill Drive					
Collis Avenue	–	–	1	1	M W F
Total Number of Barrels	12	14	17	19	

Abbreviations		
NB - Northbound	EB - Eastbound	W - Wednesday
SB - Southbound	M - Monday	TH - Thursday
WB - Westbound	T - Tuesday	F - Friday

## **Exhibit 3: Sweeping Services**

### **1. Street Sweeping Services, Approved Sweeping Plan**

Contractor shall provide Street Sweeping Services at City streets in public rights of way and other areas within the City, as specified herein, in accordance with the schedule, times, and routes provided in Exhibit 3-A ("Approved Sweeping Plan") without charge to City or Customers. Except as provided in this Exhibit 3 or the Approved Sweeping Plan, Contractor will perform Street Sweeping Services on a bi-weekly basis.

### **2. Changes to Approved Sweeping Plan**

Contractor may request modifications to the Approved Sweeping Plan, subject to the approval of the Public Works Director, whose approval shall not be unreasonably conditioned, delayed, or denied. Further, prior to the start of any new Street Sweeping Service schedule or route, as approved by the Public Works Director, Contractor shall, at Contractor's own expense, provide a written notice to be included, by City, as an insert with regular billings to notify each affected Customer of the day or days of the week on which streets will be swept. The notice shall contain the day or days of the week upon which Solid Waste Collections and Street Sweeping Services will be made, the name, address and telephone number of Contractor, and other information and be provided to each Customer affected unit not less than fourteen (14) days prior to the change of any Street Sweeping Service schedule. Contractor shall also cause the schedule and route of the new Street Sweeping Service to be published twice in a responsible newspaper of local circulation once each week for two (2) successive weeks immediately prior to the change in the Solid Waste Collection and Street Sweeping Service schedule or route in a district. The published schedule and route shall contain the same information as the written notice outlined above and shall clearly indicate the precise area involved in the change.

### **3. Downtown Sweeping Service**

Contractor shall perform Street Sweeping Service three (3) times every week between the hours of 5:00 am and 7:00 am within the City's Downtown area in accordance with the Approved Sweeping Plan.

### **4. City Parking Lot Sweeping Service**

Street Sweeping Service shall include sweeping for the City's seven (7) parking lots specified in the Approved Sweeping Plan (collectively, "City Parking Lots"). Contractor shall sweep the parking lots at minimum one (1) time every other week at the schedule and route set forth in the Approved Street Sweeping Plan, or other frequency as agreed by Contractor and the Public Works Director. Contractor shall also Collect Solid Waste and supply and replace Container liners at any and all City Containers at the City Parking Lots two (2) times per week, or other frequency as agreed by Contractor and the Public Works Director, and pressure wash the parking lot one (1) time per calendar year at times and days approved by the Public Works Director, and in accordance with applicable stormwater regulations. Service shall also include removing any Solid Waste outside of the Containers and the Transportation and Disposal of Solid Waste Collected while providing the services hereunder.

### **5. City Garage Sweeping Service**

Street Sweeping Service shall including sweeping for the City's "Mission Meridian" parking garage specified in the Approved Sweeping Plan. Contractor shall sweep the garage at least one (1) time per week, Collect Solid Waste, supply and replace Container liners at the three (3) parking garage Containers two (2) times per week or other frequency as agreed by Contractor and the Public Works Director, and pressure wash the parking garage one (1) time per calendar year at times and days approved by the Public Works Director and in accordance with applicable stormwater regulations. Service shall also include removing any Solid Waste



outside of the Containers and the Transportation and Disposal of Solid Waste Collected while providing the services hereunder.

#### **6. Other Associated Work**

If circumstances exist that require work similar to but not specifically provided for in this Exhibit, City may request Contractor to perform such other associated work ("OAW"). When Contractor performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of City and Contractor. Examples of OAW include but are not limited to performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, City requested clean-up services, additional porter services, emergency call-outs, pressure washing, bus shelter clean-up, increases in the frequency or amount of Street Sweeping Service, and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance. Contractor shall be reimbursed for such services at its then-current hourly rates.

#### **7. Equipment**

Contractor shall use such standard heavy street sweeping equipment as is necessary to clean the City areas of paper, dirt, rocks, leaves and debris. Contractor shall also maintain all equipment. Equipment should be clean and in good mechanical condition, uniformly painted and numbered. In cases of equipment failure or operator failure which precludes the sweeping of scheduled streets during their posted time frames, Contractor shall make every reasonable effort to provide services during the scheduled time frames. Should the equipment or operator failure be of such a duration that the regularly scheduled street sweeping of a posted street is not able to be swept during the designated time frames, Contractor shall sweep those neglected (not swept during the designated time frames) streets during the first available opportunity.

#### **8. Contractor/City Communication**

Contractor shall establish and maintain an office and have an authorized supervisor as the point of contact for communications with City for street sweeping. Contractor's office shall have a twenty-four (24) hour telephone service and a responsible individual in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by City. Contractor shall respond and provide emergency service within three (3) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

#### **9. Disposal and Recycling of Materials**

Contractor shall Transport and Dispose of all sweeping materials in accordance with all City, County, State, and Federal requirements. To the extent possible, Contractor shall Divert or Compost all street sweepings from landfills. Contractor shall report on a monthly basis the tonnage of sweepings Collected and the tonnage Disposed of at a Composting or Recycling center and the name and address of the facility. Upon City's request, Contractor shall also provide City with the pertinent information from the Composting or Recycling facility certifying the percentage of material Processed that is Disposed at landfill and where material is sent after Collection and Processing at the facility.

#### **10. Hazardous Waste**

Contractor shall not be required to remove any Hazardous Waste from the street surface. If, in the course of performing Street Sweeping Services, any suspected Hazardous Waste is encountered, Contractor shall immediately report the location to the City, and any other responsible agency.

### **11. Damage**

Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages solely caused by his/her actions. Any repairs and associated cost resulting from Contractor-caused damage shall be the responsibility of the Contractor.

### **12. Water for Dust Control**

City shall provide sufficient water for use of sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to Contractor. Contractor is to coordinate with the Public Works Director in advance to identify the regular location(s) for water access. Access to water/hydrants without a meter is prohibited. If Contractor obtains water from a provider that is not the City, Contractor is responsible for obtaining and paying for the water except in such circumstances where the City no longer provides water to Contractor at no cost to Contractor, in which case the City will reimburse Contractor for the cost of procuring water from the City or a replacement provider, as applicable.

### **13. Wind-Down of Certain City Sweeping Services**

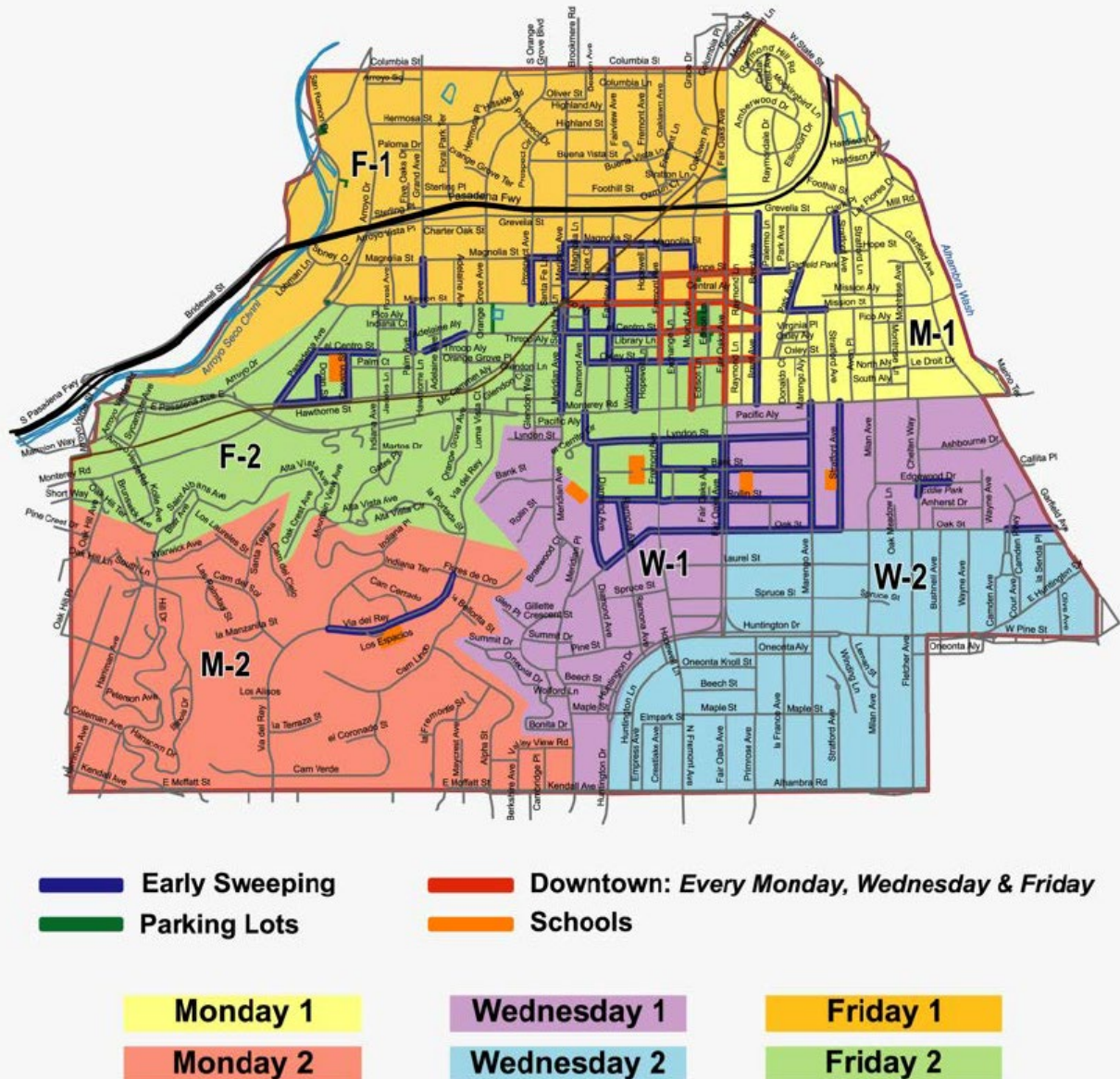
Notwithstanding any provision in this Agreement to the contrary, upon any notice specified in Section 4.2 of the Agreement, Contractor shall bill the City its then-existing rates, as listed in Exhibit 1, for services specified in Sections 4 (City Parking Lot Sweeping Service) and 5 (City Garage Sweeping Service) of this Exhibit. Thereafter, Contractor shall invoice the City on the first Business Day of each month for City parking lot and City garage sweeping services rendered during the preceding month. If City is unable, by operation of Applicable Law, to pay Contractor's then-existing hourly rates applicable for services hereunder, retroactively or prospectively, Contractor shall be entitled to a rate adjustment in accordance with Section 7.9 of the Agreement for the amounts that Contractor would have received but for operation of Applicable Law.

### **14. Prevailing Wage**

Notwithstanding any provision in the Agreement to the contrary, the provision of Street Sweeping Services without charge to City is not subject to payment of prevailing wages or related laws, regulations, or policies ("Prevailing Wage Law"). In the event, the Prevailing Wage Law applies to Street Sweeping Services, retroactively or prospectively, Contractor shall be entitled to a rate adjustment in accordance with Section 7.9 of the Agreement for the provision of Street Sweeping Services in accordance with the Prevailing Wage Law.

## Exhibit 3-A: Approved Sweeping Plan

### City Street Sweeping Route Map and Schedule



*\*Sweeping shall occur between 7:00 am and 12:00 pm except areas designated for “Early Sweeping” which shall occur between 5:00 am and 7:00 am.*

City Parking Lot Sweeping and Collection Schedule	
<ol style="list-style-type: none"> <li>1. Service Yard (825 Mission Street)</li> <li>2. City CNG Station/Storage Yard (660 Stoney Drive)</li> <li>3. Arroyo Seco Racquet Club (920 Lohman Lane)</li> <li>4. Arroyo Seco Golf Course (1000-1055 Lohman Lane)</li> <li>5. Hope St. &amp; Mound Ave. Lot (820 Mound Avenue)</li> <li>6. El Centro St. and Mound Ave. Lot #1 (1500 El Centro Street)</li> <li>7. El Centro St. and Mound Ave. Lot #2 (1507 El Centro Street)</li> </ol>	
Sweep Parking Lots	1 day every other week
Collect any and all Containers in Parking Lots	2 days per week (Tuesdays/Fridays)
Pressure Wash Parking Lots	1 time per calendar year

City Garage Sweeping and Collection Schedule	
Mission Meridian Garage (805 Meridian Avenue)	
Sweep Parking Garage	1 day per week
Collect three (3) Containers in Parking Garage	2 days per week (Tuesdays/Fridays)
Pressure Wash Parking Garage	1 time per calendar year

**Exhibit 4-1:**  
**LIST OF ACCEPTABLE SOURCE SEPARATED GREEN CONTAINER ORGANIC WASTE MATERIALS**  
*(subject to change)*

**GREEN WASTE**

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

*\*Not painted or treated*

**FOOD SCRAPS**

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

**FOOD-SOILED PAPER\***

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

*\*Must be 100% fiber-based. No materials with - r  
wax, or bioplastic coating, liner, or laminate.*

**UNACCEPTED ITEMS**

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

**Exhibit 4-2:**  
**LIST OF ACCEPTABLE SOURCE SEPARATED BLUE CONTAINER WASTE MATERIALS**  
*(subject to change)*

**PLASTICS**

*\* Keep caps on plastic beverage containers*

- Plastics number 1 (PET) as bottles or clamshells
- Plastics numbers 2 (HDPE)
- Plastics numbers 5 (PP)
- Recyclable plastics include, but are not limited to:
  - Beverage & detergent jugs
  - Food containers
  - Soda, juice, & water bottles

**METALS**

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

**PAPER (clean & dry)**

- Envelopes
- File folders (paper only)
- Junk mail & magazines
- Newspaper
- Paper (white & mixed color)
- Paper grocery bags
- Telephone books
- Acceptable (but may not be recycled)
  - Cereal boxes (no plastic insert)
  - Egg cartons (paper only & clean)
  - Frozen food boxes
  - Soup, milk, & juice cartons

**CARDBOARD (or similar)**

- Cardboard & corrugated boxes
- Pizza boxes (clean sections only)

**GLASS**

*\* No window glass, porcelain, or non-food related glass. Customers to remove caps/lids.*

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

*No Liquids or Food in Recyclables*

## RESOLUTION NO. 2025-\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE FIRST AMENDED AND RESTATED EXCLUSIVE SOLID WASTE HANDLING AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES), DIRECTING STAFF TO SCHEDULE A PUBLIC HEARING TO CONSIDER PROPOSED RATE ADJUSTMENTS TO THE CITY'S CHARGES FOR THE COLLECTION, TRANSFER, TRANSPORTATION, RECYCLING, PROCESSING, AND DISPOSAL OF SOLID WASTE, INCLUDING ORGANIC WASTE, AND TO PROVIDE NOTICE OF THE PUBLIC HEARING IN ACCORDANCE WITH CALIFORNIA CONSTITUTION ARTICLE XIII D, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**RECITALS:**

**WHEREAS**, the Legislature of the State of California, by enacting the California Integrated Waste Management Act of 1989, as amended (California Public Resources Code Section 40000 *et seq.*), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their respective jurisdictions; and

**WHEREAS**, the City Council has enacted Chapter 16 of the South Pasadena Municipal Code (Organic and Nonorganic Waste) to establish standards for the collection, transfer, transportation, recycling, processing, and disposal of solid waste, including organic waste and nonorganic waste ("Solid Waste Services"), and the awarding of franchise agreements for Solid Waste Services; and

**WHEREAS**, pursuant to California Public Resources Code Section 40059(a)(1) and Sections 16.5 and 16.6 of the South Pasadena Municipal Code, the City is authorized to grant an exclusive franchise to a qualified solid waste enterprise for Solid Waste Services within the City without competitive bidding; and

**WHEREAS**, the City previously entered into an Exclusive Solid Waste Handling agreement with Arakelian Enterprises, Inc. (dba Athens Services) ("Athens") dated October 2, 2024 (the "2024 Agreement"); and

**WHEREAS**, following good faith negotiations, the City and Athens desire to enter into a new First Amended and Restated Exclusive Solid Waste Handling Agreement ("Amended Agreement"), a copy of which is on file in the office of the City Clerk, which will supersede and replace the 2024 Agreement, in order to modify the services in order to bring the City into compliance with applicable law, including Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act, and the SB 1383 Regulations, which require jurisdictions to provide organic waste collection services; and

**WHEREAS**, as required by the public health, safety and well-being, the City Council desires to approve the Amended Agreement; and

**WHEREAS**, the City Council is authorized pursuant to California Health and Safety Code Section 5471 to prescribe, revise and collect rates and charges for Solid Waste Services; and

**WHEREAS**, implementation of a modified SB 1383 program will result in additional costs being incurred by Athens, and in order to compensate Athens for its additional costs, Athens has requested the City Council to adjust the maximum rates for Solid Waste Services for all premises in the City (single-family premises, multi-family premises, and commercial premises) in accordance with the Maximum Service Rates set forth in Exhibit 1 to the proposed Amended Agreement (the “Proposed Rate Adjustments”) and to modify the formulas for increasing the Maximum Rates on July 1, 2027, July 1, 2028, and July 1, 2029 (the “Proposed Formula Adjustments”); and

**WHEREAS**, City staff recommends that the City Council consider the Proposed Rate Adjustments and Proposed Formula Adjustments following a public hearing held and noticed in accordance with the requirements of Article XIII D, Section 6 of the California Constitution (also known as Proposition 218) and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, *et seq.*) (“Implementation Act”); and

**WHEREAS**, the City Council desires to initiate proceedings to consider the Proposed Rate Adjustments and the Proposed Formula Adjustments; and

**WHEREAS**, the proposed Amended Agreement provides that it will not become effective until after the culmination of any proceedings relating to Proposition 218, resulting in the approval by the City Council of the Maximum Service Rates set forth in Exhibit 1 of the Amended Agreement and the Proposed Formula Adjustments; and

**WHEREAS**, City staff has evaluated the entering into of the proposed Amended Agreement and approval of the Proposed Rate Adjustments and Proposed Formula Adjustments for purposes of compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (CEQA) and the California CEQA Guidelines and has determined that approval of the Amended Agreement and Proposed Rate Adjustments and Proposed Formula Adjustments are intended to implement State mandated requirements of the California Senate Bill (SB) 1383, Short-lived Climate Pollutant Reduction Act of 2016. Pursuant to CEQA Guidelines Section 15308, Class 8, “Actions by Regulatory Agencies for Protection of the Environment,” these actions are exempt from further review under CEQA. The development and implementation of the modified services is a requirement of the California Department of Resources Recycling and Recovery (CalRecycle) and is exempt from CEQA because it is an action pursuant to a regulatory requirement to assure the protection of the environment, and involves procedures for protection of the environment. Furthermore, the modified services apply to the City’s existing volume of generated solid waste, where there is no expansion of use, and is therefore exempt from the CEQA analysis based on State CEQA Guidelines



requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AS FOLLOWS:**

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full.

Section 2. The City Council hereby approves the Amended Agreement and authorizes the City Manager to execute the Amended Agreement in substantially the form on file with the City Clerk, with such changes as deemed necessary or appropriate by the City Manager or City Attorney, and authorizes the City Manager to do all things necessary and proper to implement this resolution.

Section 3. The City Council hereby directs staff to proceed with mailing notice of a public hearing on the Proposed Rate Adjustments and Proposed Formula Adjustments, to be held on July 16, 2025, or such other date selected by the City Manager, in accordance with the requirements of Article XIII D, Section 6 of the California Constitution and the Implementation Act.

Section 4. The City Council concurs with staff's CEQA determination set forth in the recitals.

Section 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of South Pasadena on this 21st day of May 2025.

\_\_\_\_\_  
Janet Braun, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Hector Gomez,  
Chief City Clerk

\_\_\_\_\_  
Roxanne Diaz,  
City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 21st day of May, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Hector Gomez,  
Chief City Clerk



**CITY OF SOUTH PASADENA**

1414 MISSION STREET, SOUTH PASADENA, CA 91030

TEL: (626) 403-7210 • FAX: (626) 403-7211

WWW.SOUTHPASADENACA.GOV

**May 21, 2025**

Steven Librenjak  
Athens Services, Area Vice President  
14048 Valley Blvd.  
City of Industry, CA 91746  
Email: [SLibrenjak@AthensServices.com](mailto:SLibrenjak@AthensServices.com)

**Re: Customer billings for the period of July 1, 2025 through September 30, 2025**

This letter memorializes the agreement between the City of South Pasadena ("City") and Arakelian Enterprises Inc. dba Athens Services ("Athens") with respect to customer billings for the period of July 1, 2025 through September 30, 2025.

**Relevant Facts**

As currently drafted, the First Amended and Restated Exclusive Solid Waste Handling Agreement ("Amended Agreement") becomes effective upon "the culmination of any proceedings relating to Proposition 218, resulting in the approval by City Council of the Maximum Service Rates specified in Exhibit 1." As of the date of this letter, the City's Proposition 218 proceedings have not commenced but are planned to proceed, with a public hearing to be held on or around July 16, 2025.

At the same time, under the existing Exclusive Solid Waste Handling Agreement, dated October 2, 2024 ("Current Agreement"), between the City and Athens, Athens is entitled to an annual rate adjustment ("2025 Rate Adjustment") effective July 1, 2025, which is prior to the earliest date that the Amended Agreement could become effective. The Maximum Service Rates specified in Exhibit 1 of the Amended Agreement waives the 2025 Rate Adjustment.

**Resolution**

To avoid a situation where, on July 1, 2025, Athens bills customers under the Current Agreement, which includes the 2025 Rate Adjustment, only for the Amended Agreement to take effect on or around July 16, 2025, which waives the 2025 Rate Adjustment, the City and Athens agree that the 2025 Rate Adjustment will not be included in the July 1, 2025 billings, and instead will be included in billings beginning October 1, 2025, *but only* if the Amended Agreement has not become effective by that date. This means rate adjustments effective July 1, 2025, will accrue from that date but will not be billed until October 1, 2025 should the Amended Agreement not become effective by that date. If the Amended Agreement becomes

effective by October 1, 2025, the 2025 Rate Adjustment will be waived and customers will not be billed at all for the 2025 Rate Adjustment. Instead, customers will be billed in accordance with the Maximum Service Rates set forth in Exhibit 1 to the Amended Agreement.

Please indicate Athens' acknowledgement of, and agreement with, the foregoing by executing this letter as provided below and returning an executed copy to me.

Thank you for your cooperation. Please contact us if you have any questions.

Sincerely,

---

H. Ted Gerber  
Public Works Director  
City of South Pasadena

By our signature below, Arakelian Enterprises Inc. dba Athens Services acknowledges and agrees to the terms of this letter.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_





CITY OF SOUTH PASADENA  
Public Works Department  
*1414 Mission Street*  
*South Pasadena, CA 91030-3298*

**Attachment No. 4**

**NOTICE OF PUBLIC HEARING**

**ON PROPOSED ADJUSTMENTS TO  
THE MAXIMUM SERVICE RATES  
FOR SOLID WASTE SERVICES**

July 16, 2025  
7:00 p.m.

City Hall Council Chambers  
1424 Mission Street.  
South Pasadena, CA 91030



## CITY OF SOUTH PASADENA

1414 MISSION STREET, SOUTH PASADENA, CA 91030

TEL: (626) 403-7210 • FAX: (626) 403-7211

WWW.SOUTHPASADENACA.GOV

### NOTICE OF PUBLIC HEARING IN CONNECTION WITH PROPOSED ADJUSTMENTS TO THE MAXIMUM SERVICE RATES FOR SOLID WASTE SERVICES

Dear City of South Pasadena Customer/Owner of Record:

This notice is to inform you of a public hearing on proposed rate adjustments due to the implementation of a third waste stream/source-separated recycling collection services in the City of South Pasadena.

#### **PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that on **Wednesday, July 16, 2025, at 7:00 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of South Pasadena will hold a public hearing in the Council Chambers of City Hall, 1424 Mission Street, South Pasadena, CA 91030, to consider approving proposed adjustments to the Maximum Service Rates ("Rates") for the collection, transfer, transportation, recycling, processing, and disposal of solid waste ("Solid Waste Services").

The public hearing will be conducted in accordance with California Constitution Article XIII D, Section 6 (also known as Proposition 218). This notice is being sent to record owners of properties in the City that are subject to the Rates and to tenants that are directly responsible for paying for Solid Waste Services. As a result, you may receive duplicates of this notice.

Please check the agenda for the July 16, 2025 City Council meeting once it is posted on the City's website for additional information about how you can participate in the public hearing. Currently, members of the public have the option to participate in City Council meetings in person or virtually via Zoom or written public comment.

#### **THE PROPOSED ADJUSTMENTS TO THE MAXIMUM SERVICE RATES -- CHANGES TO THE ANNUAL RATE ADJUSTMENT FORMULA**

The City currently contracts with a private solid waste hauler, Arakelian Enterprises, Inc. (dba Athens Services) ("Athens"), to provide Solid Waste Services. On May 21, 2025, the City Council approved a first amended and restated agreement ("Amended Agreement") with Athens to add a third waste stream/source-separated recycling services to the current Solid Waste Services. The Amended Agreement will help ensure that the City complies with State law, including Senate Bill (SB)1383, the Short-Lived Climate Pollutant Reduction Act, and the SB 1383 Regulations, which require the City to provide organic waste collection services and meet organic waste processing requirements.

In connection with the City's current agreement with Athens, on October 2, 2024, following a public hearing, the City Council approved initial Rate increases effective on January 1, 2025, and a formula for adjusting the Rates on July 1, 2025, July 1, 2026, July 1, 2027 and July 1, 2028 without the need to hold additional public hearings. **The Amended Agreement will add a third waste stream/source-separated recycling collection services for all Solid Waste customers without an immediate increase to Rates.** Instead, the City is proposing a change in the current annual rate adjustment formula to cover the cost of providing the added recycling collection services. If the proposed Rate

adjustments are approved by City Council, Rates will not be adjusted on July 1, 2025 and July 1, 2026. In addition, the Rates may be adjusted on July 1, 2027, July 1, 2028, and July 1, 2029 using the new annual rate adjustment formula without holding additional public hearings. The Amended Agreement will not become effective unless the City Council approves the proposed Rate adjustments.

The current Rates and proposed Rates for additional optional recycling collection services are shown on the attached chart. Each Rate applies to a specific type and frequency of service, and is calculated by adding together the Operations Component, Disposal Component (if applicable), and the Franchise Fee Component. The Operations Component includes Athens' costs of collecting and transporting Solid Waste, the Disposal Component includes Athens' per ton costs of processing and disposing of Solid Waste, and the Franchise Fee Component is calculated as ten percent (10%) of the Rate.

If the new annual rate adjustment formula is approved by the City Council, on July 1, 2027, July 1, 2028, and July 1, 2029, without holding additional public hearings, the Operations Component may be adjusted by an amount not to exceed the percentage change in the Consumer Price Index for Trash and Garbage Collection (Trash CPI) for the immediately previous 12-month period (March through February) plus one percent (1%). For purposes of the adjustment, the Trash CPI is the Consumer Price Index for Trash and Garbage Collection Series ID: CUUR0000SEHGO2, Not Seasonally Adjusted, U.S. City Average as maintained and published by the United States Bureau of Labor Statistics, or its successor index. Also, the Disposal Component may be adjusted in proportion to the increase or decrease in costs as determined by the percentage change in gate rates or tipping fees (including but not limited to all taxes and surcharges) at the appropriate facility(ies) not to exceed the percentage change in the Trash CPI plus one percent (+1%), as described above. Therefore, on each July 1st from 2027 through 2029, each Rate may be adjusted by an amount not to exceed the percentage change in the Trash CPI plus one percent (+1%), as described above.

### **PROPOSED CHANGES TO SOLID WASTE SERVICES**

**Single-Family Customers (1-4 units) with Manual Barrel Collection Service** will see no immediate changes to their current solid waste rates. In addition, the July 1, 2025 and July 1, 2026 annual rate adjustments will be waived and there will be no increases to Rates until the annual rate adjustment on July 1, 2027, which will use the new annual rate adjustment formula as described above. If the Amended Agreement becomes effective, Athens will provide these customers with a minimum of one thirty-two (32) gallon black barrel (for solid waste), one thirty-two (32) gallon blue barrel (for recyclables), one thirty-two (32) gallon green barrel (for organics), and up to four additional barrels, any combination of black, blue, or green, for a maximum of seven (7) barrels total. Additional Rates for barrels after seven are shown in the attached chart. The timeline of new barrel deployment is dependent upon approval of the proposed Rate adjustments. More information regarding new barrel deployment, old barrel collection, and new three-stream collection services will be provided to all customers prior to any changes.

**Single-Family, Multi-Family, and Commercial Customers with Automated Bin (Dumpster) Service** will see no immediate changes to their current solid waste rates. In addition, the July 1, 2025 and July 1, 2026 annual rate adjustments will be waived and there will be no increases to Rates until the annual rate adjustment on July 1, 2027, which will use the new annual rate adjustment formula as described above. If the Amended Agreement becomes effective, Athens will provide these customers with one ninety-six (96) gallon blue cart for recyclable materials, serviced one time per week, in addition to their current solid waste services. If these customers choose to increase the service level for recycling collection services by volume or frequency, additional Rates will apply as shown in the attached chart. These customers will also still be required to subscribe to organics collection services as required under the City's current agreement with Athens. The timeline of new blue cart deployment is dependent upon approval of the proposed Rate adjustments. More information regarding new blue cart deployment and new three-stream collection services will be provided to all customers prior to any changes.

To view the complete current rate schedules, visit [www.SouthPasadenaCA.gov](http://www.SouthPasadenaCA.gov).

### **PUBLIC HEARING AND PROTEST PROCESS**

At the public hearing, the City Council will hear and consider all objections or protests to the proposed Rate adjustments. Any record owner of property subject to the Rates and any tenant that is directly liable for paying for Solid Waste Services (each, a “customer”) may submit a written protest against the proposed Rate adjustments. If a parcel has more than one customer, only one written protest against the proposed Rate adjustments will be counted in determining the existence of a majority protest against the proposed Rate adjustments. A majority protest against the proposed Rate adjustments will exist if at the end of the public hearing, there are written protests submitted (and not withdrawn) by a majority of the customers subject to the proposed Rate adjustments. The City Council cannot adopt the proposed Rate adjustments if a majority protest exists.

**How to Submit a Written Protest.** To be counted in determining the existence of a majority protest against the proposed Rate adjustments, a protest must: (1) be in writing, (2) identify the parcel subject to the proposed Rate adjustments (by assessor’s parcel number or service street address), (3) state opposition to the proposed Rate adjustments, and (4) include the name and original signature of the customer submitting the protest.

Written protests may be delivered in person to the City Clerk during the public hearing. Written protests may also be submitted prior to the public hearing by mail or personal delivery to the Office of the City Clerk at 1414 Mission Street, South Pasadena, CA 91030. Protests that are mailed or delivered to the Office of the City Clerk must be received (not postmarked) at City Hall prior to 12:00 p.m. on July 16, 2025 to be counted. Emailed and faxed protests will not be accepted.

If you have any questions regarding the proposed Rate adjustments or would like to view the current rate schedule, please contact the City of South Pasadena Public Works Department at (626) 403-7240 or visit [www.SouthPasadenaCA.gov](http://www.SouthPasadenaCA.gov).





**CITY OF SOUTH PASADENA  
PROPOSED SCHEDULE OF RATES**

Rates may escalate on July 1, 2027, July 1, 2028, and July 1, 2029

MANUAL BARREL COLLECTION (Solid Waste + Recyclables + Organics)						
SINGLE-FAMILY (1 UNIT)						
Waste Type	For Solid Waste, Recyclable Materials, and Organic Waste Collection					
Container Type	Customers will be provided up to seven 32-gallon Barrels and can choose a mix of Black Barrels (for Solid Waste), Blue Barrels (for Recyclable Materials), and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color. Additional Barrels, after seven, require additional fees. There is no change in rate for having less than seven Barrels.					
Frequency	1x Collection per week (minimum and maximum)					
		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1 UNIT		11.75	51.89	63.64	7.07	\$70.71
EACH ADDITIONAL 32-GALLON BARREL		3.19	3.68	6.87	0.76	\$7.63
ONE TIME DELIVERY CHARGE FOR ADD. BARREL		-	25.43	25.43	2.83	28.26*
*One-time charge						
SINGLE-FAMILY (2-4 UNITS)						
Waste Type	For Solid Waste, Recyclable Materials, and Organic Waste Collection					
Container Type	Customers will be provided up to seven 32-gallon Barrels <b>per unit</b> and can choose a mix of Black Barrels (for Solid Waste), Blue Barrels (for Recyclable Materials), and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color <b>per unit</b> . Additional Barrels, after seven <b>per unit</b> , require additional fees. There is no change in rate for having less than seven Barrels <b>per unit</b> .					
Frequency	1x Collection per week (minimum and maximum)					
		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
2 UNITS		15.59	70.51	86.10	9.57	\$95.67
3 UNITS		19.09	84.57	103.66	11.52	\$115.18
4 UNITS		22.50	98.62	121.12	13.46	\$134.58
EACH ADDITIONAL 32-GALLON BARREL		3.19	3.68	6.87	0.76	\$7.63
ONE TIME DELIVERY CHARGE FOR ADD. BARREL		-	25.43	25.43	2.83	28.26*
*One-time charge						
*MULTI-FAMILY (5+ UNITS) - MANUAL BARREL COLLECTION SERVICES ARE NOT OFFERED TO MULTI-FAMILY CUSTOMERS*						
*COMMERCIAL - SEE COMMERCIAL COLLECTION BELOW FOR MANUAL BARREL COLLECTION OPTIONS*						

<b>AUTOMATED BIN COLLECTION (Solid Waste + Recyclables)</b>						
<b>SINGLE-FAMILY (1 UNIT)</b>						
Waste Type	For Solid Waste and Recyclable Materials Collection. Each rate includes one 96-gallon blue Cart, serviced 1x per week. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service.					
Container Type	Option of 1.5 yard, 2 yard, 3 yard, 4 yard, and 6 yard Bin for Solid Waste; all options include one 96-gallon Cart for Recyclables					
Frequency	Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week for Solid Waste; all options include 1x Collection per week for Recyclables					
Required and Additional Services/Fees	For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service. See "Organics Collection" table for service levels and rates.					
	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE	
1.5 YARD BIN	31.99	98.03	130.02	14.45	\$144.47	
+ ONE 96-GAL	64.03	174.04	238.07	26.45	\$264.52	
BLUE CART	96.06	215.84	311.90	34.66	\$346.56	
(1X PER WEEK)	128.15	257.49	385.64	42.85	\$428.49	
	160.18	299.28	459.46	51.05	\$510.51	
	192.16	341.01	533.17	59.24	\$592.41	

2 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	42.44	103.39	145.83	16.20	<b>\$162.03</b>
	2X per week	84.86	184.19	269.05	29.89	<b>\$298.94</b>
	3X per week	127.33	229.58	356.91	39.66	<b>\$396.57</b>
	4X per week	169.79	274.81	444.60	49.40	<b>\$494.00</b>
	5X per week	212.22	320.23	532.45	59.16	<b>\$591.61</b>
	6X per week	254.68	365.54	620.22	68.91	<b>\$689.13</b>
3 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	64.10	145.44	209.54	23.28	<b>\$232.82</b>
	2X per week	128.19	171.80	299.99	33.33	<b>\$333.32</b>
	3X per week	192.32	197.96	390.28	43.36	<b>\$433.64</b>
	4X per week	256.45	235.62	492.07	54.67	<b>\$546.74</b>
	5X per week	320.53	279.13	599.66	66.63	<b>\$666.29</b>
	6X per week	384.67	305.45	690.12	76.68	<b>\$766.80</b>
4 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	75.39	170.21	245.60	27.29	<b>\$272.89</b>
	2X per week	200.01	265.38	465.39	51.71	<b>\$517.10</b>
	3X per week	339.41	345.76	685.17	76.13	<b>\$761.30</b>
	4X per week	473.74	431.23	904.97	100.55	<b>\$1,005.52</b>
	5X per week	603.45	521.31	1124.76	124.97	<b>\$1,249.73</b>
	6X per week	751.96	592.61	1344.57	149.40	<b>\$1,493.97</b>
6 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	99.15	222.38	321.53	35.73	<b>\$357.26</b>
	2X per week	261.93	346.09	608.02	67.56	<b>\$675.58</b>
	3X per week	443.84	450.70	894.54	99.39	<b>\$993.93</b>
	4X per week	619.01	562.03	1181.04	131.23	<b>\$1,312.27</b>
	5X per week	788.13	679.42	1467.55	163.06	<b>\$1,630.61</b>
	6X per week	981.76	772.27	1754.03	194.89	<b>\$1,948.92</b>
<b>MULTI-UNIT DWELLINGS (2 UNITS OR MORE)</b>						
Waste Type	For Solid Waste and Recyclable Materials Collection. Each rate includes one 96-gallon blue Cart, serviced 1x per week. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service.					
Container Type	Option of 1.5 yard, 2 yard, 3 yard, 4 yard, or 6 yard Bin for Solid Waste; all options include one 96-gallon Cart for Recyclables					
Frequency	Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week for Solid Waste; all options include 1x Collection per week for Recyclables					
Required and Additional Services/Fees	Monthly Bin Rental Fee must be added to monthly service charge. For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service. See "Organics Collection" table for service levels and rates.					
		<b>DISPOSAL COMPONENT</b>	<b>OPERATIONS COMPONENT</b>	<b>DISPOSAL + OPERATIONS COMPONENTS</b>	<b>FRANCHISE FEE COMPONENT</b>	<b>TOTAL MONTHLY RATE</b>
<b>BIN RENTAL FEE (in addition to per unit charge below)</b>						
ALL OPTIONS INCLUDE ONE 96-GALLON BLUE CART (1X PER WEEK)	1.5 YARD BIN	5.16	21.73	26.89	2.99	<b>\$29.88</b>
	2 YARD BIN	7.09	29.46	36.55	4.06	<b>\$40.61</b>
	3 YARD BIN	10.42	43.32	53.74	5.97	<b>\$59.71</b>
	*4 YARD BIN	13.75	57.17	70.92	7.88	<b>\$78.80</b>
	*6 YARD BIN	17.08	71.02	88.10	9.79	<b>\$97.89</b>
*Scout Service not available due to Bin Size						
1X PER WEEK	2 UNITS	15.59	70.51	86.10	9.57	<b>\$95.67</b>
	3 UNITS	19.09	84.57	103.66	11.52	<b>\$115.18</b>
	4 UNITS	22.50	98.62	121.12	13.46	<b>\$134.58</b>
	5 UNITS	25.85	112.43	138.28	15.36	<b>\$153.64</b>
	6 UNITS	28.06	121.96	150.02	16.67	<b>\$166.69</b>
	7 UNITS	29.96	129.70	159.66	17.74	<b>\$177.40</b>
	8 UNITS	31.74	137.54	169.28	18.81	<b>\$188.09</b>
	9 UNITS	33.68	145.42	179.10	19.90	<b>\$199.00</b>
	10 UNITS	35.54	153.19	188.73	20.97	<b>\$209.70</b>

	11 UNITS	37.46	161.08	198.54	22.06	<b>\$220.60</b>
	12 UNITS	39.26	168.79	208.05	23.12	<b>\$231.17</b>
	13+ UNITS (add per unit)	3.20	13.16	16.36	1.82	<b>\$18.18</b>
2X PER WEEK	2 UNITS	38.83	167.00	205.83	22.87	<b>\$228.70</b>
	3 UNITS	40.91	175.80	216.71	24.08	<b>\$240.79</b>
	4 UNITS	43.05	184.65	227.70	25.30	<b>\$253.00</b>
	5 UNITS	45.16	193.45	238.61	26.51	<b>\$265.12</b>
	6 UNITS	47.04	201.27	248.31	27.59	<b>\$275.90</b>
	7 UNITS	49.16	210.10	259.26	28.81	<b>\$288.07</b>
	8 UNITS	51.26	218.84	270.10	30.01	<b>\$300.11</b>
	9 UNITS	53.32	227.57	280.89	31.21	<b>\$312.10</b>
	10 UNITS	55.51	236.29	291.80	32.42	<b>\$324.22</b>
	11 UNITS	57.63	245.05	302.68	33.63	<b>\$336.31</b>
	12 UNITS	59.60	253.82	313.42	34.82	<b>\$348.24</b>
	13+ UNITS (add per unit)	4.81	19.74	24.55	2.73	<b>\$27.28</b>
3X PER WEEK	2 UNITS	66.07	283.49	349.56	38.84	<b>\$388.40</b>
	3 UNITS	69.57	297.55	367.12	40.79	<b>\$407.91</b>
	4 UNITS	72.98	311.60	384.58	42.73	<b>\$427.31</b>
	5 UNITS	76.33	325.41	401.74	44.64	<b>\$446.38</b>
	6 UNITS	78.92	334.32	413.24	45.92	<b>\$459.16</b>
	7 UNITS	80.83	342.14	422.97	47.00	<b>\$469.97</b>
	8 UNITS	82.73	350.07	432.80	48.09	<b>\$480.89</b>
	9 UNITS	84.51	357.69	442.20	49.13	<b>\$491.33</b>
	10 UNITS	86.65	366.09	452.74	50.30	<b>\$503.04</b>
	11 UNITS	88.65	374.25	462.90	51.43	<b>\$514.33</b>
	12 UNITS	90.54	382.94	473.48	52.61	<b>\$526.09</b>
	13+ UNITS (add per unit)	6.31	26.39	32.70	3.63	<b>\$36.33</b>
4X PER WEEK	2 UNITS	97.31	419.99	517.30	57.48	<b>\$574.78</b>
	3 UNITS	99.39	428.78	528.17	58.69	<b>\$586.86</b>
	4 UNITS	101.53	437.63	539.16	59.91	<b>\$599.07</b>
	5 UNITS	103.64	446.43	550.07	61.12	<b>\$611.19</b>
	6 UNITS	105.52	454.25	559.77	62.20	<b>\$621.97</b>
	7 UNITS	107.64	463.08	570.72	63.41	<b>\$634.13</b>
	8 UNITS	109.74	471.82	581.56	64.62	<b>\$646.18</b>
	9 UNITS	111.80	480.55	592.35	65.82	<b>\$658.17</b>
	10 UNITS	113.99	489.27	603.26	67.03	<b>\$670.29</b>
	11 UNITS	116.11	498.03	614.14	68.24	<b>\$682.38</b>
	12 UNITS	118.08	506.80	624.88	69.43	<b>\$694.31</b>
	13+ UNITS (add per unit)	7.84	33.02	40.86	4.54	<b>\$45.40</b>
5X PER WEEK	2 UNITS	132.55	576.48	709.03	78.78	<b>\$787.81</b>
	3 UNITS	136.05	590.54	726.59	80.73	<b>\$807.32</b>
	4 UNITS	139.46	604.59	744.05	82.67	<b>\$826.72</b>
	5 UNITS	142.81	618.39	761.20	84.58	<b>\$845.78</b>
	6 UNITS	145.40	627.30	772.70	85.86	<b>\$858.56</b>
	7 UNITS	147.31	635.12	782.43	86.94	<b>\$869.37</b>
	8 UNITS	149.21	643.06	792.27	88.03	<b>\$880.30</b>
	9 UNITS	150.99	650.68	801.67	89.07	<b>\$890.74</b>
	10 UNITS	153.13	659.07	812.20	90.24	<b>\$902.44</b>
	11 UNITS	155.13	667.23	822.36	91.37	<b>\$913.73</b>

	12 UNITS	157.02	675.93	832.95	92.55	<b>\$925.50</b>
	13+ UNITS (add per unit)	9.37	39.65	49.02	5.45	<b>\$54.47</b>
6X PER WEEK	2 UNITS	171.79	752.97	924.76	102.75	<b>\$1,027.51</b>
	3 UNITS	173.87	761.77	935.64	103.96	<b>\$1,039.60</b>
	4 UNITS	176.01	770.61	946.62	105.18	<b>\$1,051.80</b>
	5 UNITS	178.12	779.42	957.54	106.39	<b>\$1,063.93</b>
	6 UNITS	180.00	787.23	967.23	107.47	<b>\$1,074.70</b>
	7 UNITS	182.12	796.06	978.18	108.69	<b>\$1,086.87</b>
	8 UNITS	184.22	804.80	989.02	109.89	<b>\$1,098.91</b>
	9 UNITS	186.28	813.53	999.81	111.09	<b>\$1,110.90</b>
	10 UNITS	188.47	822.26	1010.73	112.30	<b>\$1,123.03</b>
	11 UNITS	190.59	831.02	1021.61	113.51	<b>\$1,135.12</b>
	12 UNITS	192.56	839.79	1032.35	114.71	<b>\$1,147.06</b>
	13+ UNITS (add per unit)	10.90	46.28	57.18	6.35	<b>\$63.53</b>

#### COMMERCIAL

Waste Type	For Solid Waste and Recyclable Materials Collection. Each rate includes one 96-gallon blue Cart, serviced 1x per week. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service.					
Container Type	Option of 32-gallon Barrel, 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard, or 3 yard compactor Bin for Solid Waste; all options include one 96-gallon Cart for Recyclables					
Frequency	Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week for Solid Waste; all options include 1x Collection per week for Recyclables					
Required and Additional Services/Fees	For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service. See "Organics Collection" table for service levels and rates.					
		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1.5 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	31.99	98.03	130.02	14.45	<b>\$144.47</b>
	2X per week	64.03	174.04	238.07	26.45	<b>\$264.52</b>
	3X per week	96.06	215.84	311.90	34.66	<b>\$346.56</b>
	4X per week	128.15	257.49	385.64	42.85	<b>\$428.49</b>
	5X per week	160.18	299.28	459.46	51.05	<b>\$510.51</b>
	6X per week	192.16	341.01	533.17	59.24	<b>\$592.41</b>
2 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	42.44	103.39	145.83	16.20	<b>\$162.03</b>
	2X per week	84.86	184.19	269.05	29.89	<b>\$298.94</b>
	3X per week	127.33	229.58	356.91	39.66	<b>\$396.57</b>
	4X per week	169.79	274.81	444.60	49.40	<b>\$494.00</b>
	5X per week	212.22	320.23	532.45	59.16	<b>\$591.61</b>
	6X per week	254.68	365.54	620.22	68.91	<b>\$689.13</b>
3 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	64.10	145.44	209.54	23.28	<b>\$232.82</b>
	2X per week	128.19	171.80	299.99	33.33	<b>\$333.32</b>
	3X per week	192.32	197.96	390.28	43.36	<b>\$433.64</b>
	4X per week	256.45	235.62	492.07	54.67	<b>\$546.74</b>
	5X per week	320.53	279.13	599.66	66.63	<b>\$666.29</b>
	6X per week	384.67	305.45	690.12	76.68	<b>\$766.80</b>
4 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	75.39	170.21	245.60	27.29	<b>\$272.89</b>
	2X per week	200.01	265.38	465.39	51.71	<b>\$517.10</b>
	3X per week	339.41	345.76	685.17	76.13	<b>\$761.30</b>
	4X per week	473.74	431.23	904.97	100.55	<b>\$1,005.52</b>
	5X per week	603.45	521.31	1124.76	124.97	<b>\$1,249.73</b>
	6X per week	751.96	592.61	1344.57	149.40	<b>\$1,493.97</b>

6 YARD BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	99.15	222.38	321.53	35.73	<b>\$357.26</b>
	2X per week	261.93	346.09	608.02	67.56	<b>\$675.58</b>
	3X per week	443.84	450.70	894.54	99.39	<b>\$993.93</b>
	4X per week	619.01	562.03	1181.04	131.23	<b>\$1,312.27</b>
	5X per week	788.13	679.42	1467.55	163.06	<b>\$1,630.61</b>
	6X per week	981.76	772.27	1754.03	194.89	<b>\$1,948.92</b>
3 YARD COMPACTOR BIN + ONE 96-GAL BLUE CART (1X PER WEEK)	1X per week	192.30	149.83	342.13	38.01	<b>\$380.14</b>
	2X per week	384.58	180.58	565.16	62.80	<b>\$627.96</b>
	3X per week	576.97	211.13	788.10	87.57	<b>\$875.67</b>
	4X per week	769.37	253.17	1022.54	113.62	<b>\$1,136.16</b>
	5X per week	961.62	301.09	1262.71	140.30	<b>\$1,403.01</b>
	6X per week	1154.01	331.80	1485.81	165.09	<b>\$1,650.90</b>
COMMERCIAL MANUAL BARREL COLLECTION (PER 32-GALLON BARREL) + ONE 96-GALLON BLUE CART (1X PER WEEK) <i>*Only one blue Cart regardless of number of barrels. For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates.</i>						
1X per week		14.56	66.98	81.54	9.06	<b>\$90.60</b>

ORGANICS COLLECTION						
The organics collection services below are <u>required</u> for all single-family customers with automated bin service, multi-family customers, and commercial customers.						
FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION						
Waste Type	For Organic Waste Collection Only (Food Scraps, Food-soiled Paper, Green Waste, etc.). Organic Waste Collection Service is required and Solid Waste and Recyclable Materials Collection Service is required in addition to this Organic Waste Collection Service.					
Container Type	Option of 64-gallon Cart, 1.5 yard Bin, 2 yard Bin, or Roll-off (3 or 3+ yard Bins are not offered for Organics Collection)					
Frequency	Option of 1x, 2x, 3x, 4x, or 5x Collections per week					
		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
64-GALLON CART (PRIMARY)	1X per week	-	160.76	160.76	17.86	<b>\$178.62</b>
	2X per week	-	280.69	280.69	31.19	<b>\$311.88</b>
	3X per week	-	400.60	400.60	44.51	<b>\$445.11</b>
	4X per week	-	520.54	520.54	57.84	<b>\$578.38</b>
	5X per week	-	640.46	640.46	71.16	<b>\$711.62</b>
64-GALLON CART (EACH ADDITIONAL)	1X per week	-	136.31	136.31	15.15	<b>\$151.46</b>
	2X per week	-	238.67	238.67	26.52	<b>\$265.19</b>
	3X per week	-	341.10	341.10	37.90	<b>\$379.00</b>
	4X per week	-	443.47	443.47	49.27	<b>\$492.74</b>
	5X per week	-	545.88	545.88	60.65	<b>\$606.53</b>
1.5 YARD BIN (PRIMARY)	1X per week	-	337.40	337.40	37.49	<b>\$374.89</b>
	2X per week	-	655.15	655.15	72.79	<b>\$727.94</b>
	3X per week	-	974.54	974.54	108.28	<b>\$1,082.82</b>
	4X per week	-	1292.28	1292.28	143.59	<b>\$1,435.87</b>
	5X per week	-	1611.67	1611.67	179.07	<b>\$1,790.74</b>
1.5 YARD BIN (EACH ADDITIONAL)	1X per week	-	276.88	276.88	30.76	<b>\$307.64</b>
	2X per week	-	539.80	539.80	59.98	<b>\$599.78</b>
	3X per week	-	804.55	804.55	89.39	<b>\$893.94</b>
	4X per week	-	1067.70	1067.70	118.63	<b>\$1,186.33</b>
	5X per week	-	1332.43	1332.43	148.05	<b>\$1,480.48</b>

2 YARD BIN (PRIMARY)	1X per week	-	399.64	399.64	44.40	<b>\$444.04</b>
	2X per week	-	779.63	779.63	86.63	<b>\$866.26</b>
	3X per week	-	1157.98	1157.98	128.66	<b>\$1,286.64</b>
	4X per week	-	1537.96	1537.96	170.88	<b>\$1,708.84</b>
	5X per week	-	1917.95	1917.95	213.11	<b>\$2,131.06</b>
2 YARD BIN (EACH ADDITIONAL)	1X per week	-	312.29	312.29	34.70	<b>\$346.99</b>
	2X per week	-	613.04	613.04	68.12	<b>\$681.16</b>
	3X per week	-	913.31	913.31	101.48	<b>\$1,014.79</b>
	4X per week	-	1214.46	1214.46	134.94	<b>\$1,349.40</b>
	5X per week	-	1516.00	1516.00	168.44	<b>\$1,684.44</b>
ORGANICS OPEN ROLL-OFF OR COMPACTOR ROLL-OFF						
Haul Rate			304.20	304.20	33.80	<b>\$338.00</b>
Disposal/Ton Rate			153.79	153.79	17.09	<b>\$170.88</b>

<b>RECYCLABLE MATERIALS COLLECTION</b> <b>Effective August 1, 2025</b>						
All customers receive Recyclable Materials Collection as part of their Solid Waste Collection Service. Single-family customers with automated bin service, multi-family customers, and commercial customers who wish to <u>increase</u> their Recycling Collection Services may add the services listed below for an additional fee.						
<b>FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION</b>						
<i>Waste Type</i>	<i>For <u>additional</u> Recyclable Materials Collection Only.</i>					
<i>Container Type</i>	<i>Option of 96-gallon Cart, 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard Bin</i>					
<i>Frequency</i>	<i>Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week</i>					
		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
96-GALLON CART	1X per week	0.00	47.58	47.58	5.29	<b>\$52.87</b>
	2X per week	0.00	94.17	94.17	10.46	<b>\$104.63</b>
	3X per week	0.00	140.75	140.75	15.64	<b>\$156.39</b>
	4X per week	0.00	187.34	187.34	20.82	<b>\$208.16</b>
	5X per week	0.00	233.92	233.92	25.99	<b>\$259.91</b>
	6X per week	0.00	280.51	280.51	31.17	<b>\$311.68</b>
1.5 YARD BIN	1X per week	0.00	59.10	59.10	6.57	<b>\$65.67</b>
	2X per week	0.00	112.35	112.35	12.48	<b>\$124.83</b>
	3X per week	0.00	165.60	165.60	18.40	<b>\$184.00</b>
	4X per week	0.00	218.85	218.85	24.32	<b>\$243.17</b>
	5X per week	0.00	272.10	272.10	30.23	<b>\$302.33</b>
	6X per week	0.00	325.35	325.35	36.15	<b>\$361.50</b>
2 YARD BIN	1X per week	0.00	63.03	63.03	7.00	<b>\$70.03</b>
	2X per week	0.00	119.62	119.62	13.29	<b>\$132.91</b>
	3X per week	0.00	176.20	176.20	19.58	<b>\$195.78</b>
	4X per week	0.00	232.78	232.78	25.86	<b>\$258.64</b>
	5X per week	0.00	289.36	289.36	32.15	<b>\$321.51</b>
	6X per week	0.00	345.95	345.95	38.44	<b>\$384.39</b>
3 YARD BIN	1X per week	0.00	70.66	70.66	7.85	<b>\$78.51</b>
	2X per week	0.00	133.91	133.91	14.88	<b>\$148.79</b>
	3X per week	0.00	197.16	197.16	21.91	<b>\$219.07</b>
	4X per week	0.00	260.41	260.41	28.93	<b>\$289.34</b>
	5X per week	0.00	323.65	323.65	35.96	<b>\$359.61</b>
	6X per week	0.00	386.90	386.90	42.99	<b>\$429.89</b>

4 YARD BIN	1X per week	0.00	78.70	78.70	8.74	<b>\$87.44</b>
	2X per week	0.00	148.62	148.62	16.51	<b>\$165.13</b>
	3X per week	0.00	218.53	218.53	24.28	<b>\$242.81</b>
	4X per week	0.00	288.44	288.44	32.05	<b>\$320.49</b>
	5X per week	0.00	358.35	358.35	39.82	<b>\$398.17</b>
	6X per week	0.00	428.27	428.27	47.59	<b>\$475.86</b>
6 YARD BIN	1X per week	0.00	95.38	95.38	10.60	<b>\$105.98</b>
	2X per week	0.00	178.62	178.62	19.85	<b>\$198.47</b>
	3X per week	0.00	261.87	261.87	29.10	<b>\$290.97</b>
	4X per week	0.00	345.11	345.11	38.35	<b>\$383.46</b>
	5X per week	0.00	428.35	428.35	47.59	<b>\$475.94</b>
	6X per week	0.00	511.59	511.59	56.84	<b>\$568.43</b>





# Amendment to Exclusive Solid Waste Handling Services Agreement

**May 21, 2025**

**South Pasadena Public Works**



# Background

- Senate Bill 1383 requires jurisdictions to provide organics collection services to all residents and businesses.
- A new agreement went into effect with a special rate adjustment for all customers on January 1, 2025.
- Athens and a City Athens Negotiations Working Group conducted additional negotiations to address the high diversion requirements of SB 1383.
- Focus: provide additional services and comply with SB 1383 with minimal immediate financial impact to ratepayers.
- City staff are proposing new amended and restated Agreement for approval and recommend approval of a resolution setting the Proposition 218 public hearing date to July 16, 2025.



# Proposed Amended Agreement

City Council provided direction to proceed with an amendment with the following terms:

- ✓ Add recycling/blue collection service (third waste stream) for all customers.
- ✓ Freeze all rates at the January 1, 2025 rate schedule for all customers until July 1, 2027.
- ✓ Modify the annual rate adjustment formula from using CPI to using Trash CPI plus 1%.
- ✓ Extend the current seven-year rolling term to a ten-year rolling term.
- ✓ The City will agree to not issue a Notice of Intent to Wind Down for five years.

## Modifications to Bulky Item Pick-Up Services:

- ✓ Provide all residential customers with one free curbside bulky item pick-up (for up to 5 items) per calendar quarter
- ✓ Replaces Senior Citizen Weeks and Dumpster Days
- ✓ Addresses issues with event locations, accessibility, and safety



# 3-Stream Implementation - Fleet

## Fleet for 2-Stream System:

- (2) Commercial Front Loaders
- (2) Mother Trucks
- (1) Scout Truck
- (1) Mini Class C Rear Loader\*
- (8) Manual Service Pick-up Trucks



4x  
Commercial and  
Mother Trucks



1x  
(1) **Green**  
Rear Loader



1x  
Scout Truck



8x  
Manual Service  
Pick-up Trucks

## Fleet for 3-Stream System:

- (2) Commercial Front Loaders
- (3) Mother Trucks\*
- (1) Scout Truck
- (2) Mini Class C Rear Loaders\*
- (12) Manual Service Pick-up Trucks\*



5x  
Commercial and  
Mother Trucks



2x  
(1) **Blue**  
(1) **Green**  
Rear Loaders



1x  
Scout Truck



12x  
Manual Service  
Pick-up Trucks

\*Vehicles to be added to fleet.

# 3-Stream Implementation - Containers

## Residential

- Up to 7 barrels per customer (minimum 1 black, 1 blue, 1 green)
- 29,986 (32-gallon) barrels to be deployed
- Recycle existing containers



## Multi-Family/Commercial

- One 96-gallon recycle cart, serviced once per week



All containers will have standard labeling indicating what is and is not acceptable in the container.



# Proposed Amendment Terms

## **CPI → Trash CPI + 1%**

- Current CPI measures the costs of consumer goods, which does not reflect the direct costs of the waste industry.
- Costs of goods and services will continue to evolve in the waste industry, and the Trash index measures those direct costs.
- To add the services of a third waste stream, Athens will need to incur significant capital expenses. The additional 1% covers these labor, operational, and equipment costs.

## **7 Year Rolling Term → 10 Year Rolling Term**

- Enables Athens to recoup their capital investments and the loss of the rate freeze over time.
- Peer Cities with Trash CPI + 1% and minimum 10 year rolling term include Azusa, Covina, Downey, Glendora, Norwalk, Sierra Madre, South El Monte, and more.

## **Rate Freeze and Adjustments**



# Next Steps

1. Prop 218 Public Hearing for changes to annual rate adjustment formula on July 16, 2025. Staff to mail Prop 218 Public Hearing Notices at least 45 days before the hearing.
2. Upon successful Prop 218 hearing, Athens to begin procurement and waste assessments.
  - Manufacturing of barrels may take 16-18 weeks and collection vehicles will take approximately 90 days.
3. New residential barrel and commercial and multi-family bin and cart deployment will begin with extensive outreach and education provided to all account holders.
  - Deployment will take approximately 6-8 weeks.
  - Athens will remove and dispose/recycle customer's old barrels as part of the deployment process.

# Questions