

RESOLUTION NO. 22-5571

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST HOLLYWOOD, CALIFORNIA APPROVING AMENDMENT NO. 3 TO EXCLUSIVE FRANCHISE AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES

THE CITY COUNCIL OF THE CITY OF WEST HOLLYWOOD DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals.

A. Arakelian Enterprises, Inc. d.b.a. Athens Services (“Athens”) provides solid waste collection services within the City of West Hollywood (“City”) pursuant to an exclusive solid waste franchise agreement.

B. On January 1, 2015, the City and Contractor entered into an Exclusive Franchise Agreement for Integrated Solid Waste Management Services, an Amendment No. 1 dated March 12, 2015, and Amendment No. 2 dated June 1, 2020 (collectively, the “Agreement”).

C. Since the approval of the original agreement and its amendments, California law changed to now require the City to implement additional solid waste diversion programs that were not included as part of the original agreement or amendments thereto.

D. As a result of regulations implementing Senate Bill 1383 (Chapter 395, Statutes of 2016) that took effect January 1, 2022, organic waste can no longer be disposed of in landfills and organic waste collection services must be provided to all residents and businesses.

E. The City wishes to amend the Agreement to reflect the additional services that Athens will perform and the new rates that Athens will receive for solid waste collection services and make other additional miscellaneous changes to the Agreement, including an extension of the term.

NOW, THEREFORE, the City Council of the City of West Hollywood does hereby resolve, determine, and order as follows:

Section 2. The above recitals are all true and correct and are incorporated herein.

Section 3. The City Council hereby approves the Amendment No. 3 to Exclusive Franchise Agreement for Integrated Solid Waste Management Services between the City and Athens, attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 4. This Resolution is not subject to the requirements of California Environmental Quality Act (“CEQA”). This Resolution is not a “project” within the meaning of Section 15378 of Title 14 of the California Code of Regulations (“State CEQA

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Guidelines”) because it has no potential for resulting in direct or indirect physical change in the environment. The approval of the franchise agreement is exempt from CEQA review because it does not constitute a project under CEQA pursuant to Section 15378(b)(5) of the State CEQA Guidelines, which provides that organizational and administrative activities of governments that will not result in physical changes in the environment are not considered projects for CEQA purposes. If the actions were considered a project, they would be exempt under CEQA Guidelines Sections 15307 and 15308, as an action by a regulatory agency taken to protect the environment and natural resources, and 15061(b)(3), as these existing services are continuing with additional services provided to implement requirements of state law. The documents and materials that constitute the record of proceedings on which these findings have been based are located at 8300 Santa Monica Boulevard, West Hollywood, CA 90069. The custodian for these records is the City Clerk of the City.

Section 5. If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

Section 6. This Resolution shall take effect immediately upon adoption.

Section 7. The City Manager or his or her designee is hereby authorized to take all actions necessary to implement this Resolution.

Section 8. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of West Hollywood at a regular meeting held this 21ST day of November, 2022 by the following vote:

AYES:	Councilmember:	D’Amico, Erickson, Horvath, Mayor Pro Tempore Shyne, and Mayor Meister.
NOES:	Councilmember:	None.
ABSENT:	Councilmember:	None.
ABSTAIN:	Councilmember:	None.

DocuSigned by:

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 LAUREN MEISTER, MAYOR

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ATTEST:

DocuSigned by:

Melissa Crowder

MELISSA CROWDER, CITY CLERK

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EXHIBIT A
Amendment No. 3 to Exclusive Franchise Agreement for Integrated Solid Waste
Management Services

AGREEMENT BETWEEN THE CITY OF WEST HOLLYWOOD AND ARAKELIAN ENTERPRISES, INC., D.B.A. ATHENS SERVICES, FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES

AMENDMENT NO. 3

This Amendment No. 3 to the Agreement for Integrated Solid Waste Management Services (“Amendment No. 3”) is entered into this 21st day of November 2022 by and between the City of West Hollywood, a municipal corporation (“CITY”), and Arakelian Enterprises, Inc. dba Athens Services, a California corporation (“CONTRACTOR”). CITY and CONTRACTOR may hereinafter be individually referred to as “Party” or collectively as the “Parties.”

RECITALS

A. WHEREAS, this Amendment No. 3 shall amend the original Agreement #7174 effective January 1, 2015, between CITY and CONTRACTOR, Amendment No. 1, dated March 12, 2015, and Amendment No. 2, dated June 1, 2020 (hereinafter referred to as the “Agreement”); and

B. WHEREAS, the Parties desire to revise the Agreement to extend the term of the Agreement and incorporate service changes. These shall include rate increases and adjustments, the transition of Construction and Demolition Debris service exclusively to CONTRACTOR, the addition of an annual hazardous waste drop-off event for residents, pet waste collection services, an organic waste program, and other service enhancements discussed by the Parties; and

C. WHEREAS, CITY is required under state law to maximize the diversion of all solid waste generated in CITY from landfills and, in particular, maximize the diversion of recyclable materials and organic waste.

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

1. **Term of Agreement.** Article 2 “Term of Agreement” and Exhibit 12 are hereby deleted and replaced in their entirety with the following:

Article 2. Term of Agreement; Education and Outreach Payment

2.01 Term. The term of this Agreement shall continue until June 30, 2037. Commencing July 1, 2037, a five (5) year term shall commence, and each July 1 thereafter, a one-year extension shall be added to the remaining term such that the term remains at a fixed period of five (5) years, as specified in this Article 2.

2.02 Education and Outreach Payments. On June 30, 2023, and continuing on June 30 of each subsequent year (or, if falling on a weekend or holiday, the next business day), except as provided in

Section 2.03, CONTRACTOR shall pay CITY the amount of Two Hundred Thousand Dollars (\$200,000.00) for CITY to use on education and outreach, or any other purpose allowed by law (“Education and Outreach Payment”), and thereafter as adjusted as provided herein.. The Education and Outreach Payment shall be adjusted annually by the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHG02), U.S. CITY Average (not seasonally adjusted), or an equivalent index approved by mutual agreement in the event said index is no longer published (“Trash CPI”), for a 12-month period (March of the prior year to March of the current year), plus one percent (1%), provided that such Trash CPI adjustment will not exceed eight percent (8%) per year. The Education and Outreach Payment shall be in addition to any payment to CITY otherwise required of CONTRACTOR under this Agreement. If CONTRACTOR fails to tender its required Education and Outreach Payment on June 30, 2037, or on any June 30 of each subsequent year, the Agreement will expire five (5) years thereafter.

2.03 Wind-Down. Beginning January 1, 2037, either Party may cancel the one-year extension provided in Section 2.01, without cause, in accordance with each of the following:

2.03.1 Notice to Wind Down. The terminating party must provide written notice at least one hundred and eighty (180) days prior to July 1, 2037, or by July 1 of each subsequent year, that the one-year extension shall not take effect, such that beginning July 1, 2037, or any July 1 thereafter, the remaining term of the Agreement is five (5) years (“Notice to Wind Down”).

2.03.1.1 *Illustrative Example No. 1*. Assuming CONTRACTOR tenders its required Education and Outreach Payments, if CITY issues a Notice to Wind Down on January 1, 2037, the Notice to Wind Down would be timely because it was transmitted at least one hundred and eighty (180) days prior to July 1, 2037. Subject to compliance with meet and confer provisions in Section 2.03.2, the term would conclude on June 30, 2042.

2.03.1.2 *Illustrative Example No. 2*. Assuming CONTRACTOR tenders its required Education and Outreach Payments, if CITY issues a Notice to Wind Down on January 1, 2042, the Notice to Wind Down would be timely because it was transmitted at least one hundred and eighty (180) days prior to July 1, 2042. Subject to compliance with meet and confer provisions in Section 2.03.2, the term would conclude on June 30, 2047.

2.03.1.3 *Illustrative Example No. 3*. Assuming CONTRACTOR tenders its required Education and Outreach

Payments, if CITY issues a Notice to Wind Down on March 1, 2042, the Notice to Wind Down would be untimely because it was transmitted less than one hundred and eighty (180) days prior to the start of the next year commencing July 1, 2042. However, timely Notice to Wind Down would be for the next contract year commencing July 1, 2043, because it was transmitted more than one hundred and eighty (180) days prior to the start of July 1, 2043. Subject to compliance with meet and confer provisions in Section 2.03.2, the term would conclude on June 30, 2048.

2.03.2 Meet and Confer. If a Party issues a timely Notice to Wind Down, then at least one hundred and twenty (120) days prior to the July 1 of the year wind-down would be effective, the Parties must meet and confer at least two (2) times on mutually agreeable dates (“Meet and Confer Period”), unless both Parties waive this requirement. The purpose of these meetings shall be to discuss in good faith rescinding the Notice to Wind Down in exchange for an amendment to the Agreement. The Parties may, but are not obligated to, meet more frequently than required herein, 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. If CITY is the terminating Party, no Education and Outreach Payment shall be due during the Meet and Confer Period unless CITY rescinds its Notice to Wind Down. If CITY rescinds the Notice to Wind Down, any and all Education and Outreach Payments that would otherwise be due shall be paid to CITY.

2.03.3 Effectiveness; Payments to CITY. Notwithstanding the foregoing, the issuance of a Notice to Wind Down shall not result in a wind-down and expiration of the remaining term if the terminating Party fails to hold the minimum number of “meet and confer” sessions in Section 2.03.2. If the non-terminating Party refuses to meet or to cooperate in timely scheduling the meet and confer sessions, the foregoing sentence shall not apply. In the event CITY issues a Notice to Wind Down, CONTRACTOR shall be relieved of the obligation to pay CITY any Education and Outreach Payments, to pay CITY any Food Recovery Support Payments, and to provide CITY Pet Waste Services without charge under Section 13.11, for the remainder of the term of the Agreement.

2.04 Meet and Confer Session. Every year, either Party may request in writing one (1) in-person meet and confer session at a time and date agreeable to the Parties to discuss whether service offerings are meeting CITY’s obligations under Applicable Law. Nothing herein precludes the Parties from agreeing to additional meet and confer sessions by mutual agreement. Such sessions shall not qualify as a meet and confer session as required under Section 2.03.2.

2. **Grant of Franchise.** Section 3.01 is hereby deleted and replaced in its entirety with the following:

3.01 **Grant of Exclusive Agreement.** Except as hereinafter expressly set forth, CITY hereby grants to CONTRACTOR, and CONTRACTOR hereby accepts from CITY, for the term hereof, the exclusive agreement, right, and privilege to engage in Collection of Solid Waste and Construction and Demolition Debris within the Service Area; provided, however, that the exclusive agreement, right, and privilege to engage in Collection of Construction and Demolition Debris in the Service Area shall commence on January 27, 2027, or the earliest date permissible in compliance with Public Resources Code Section 49520, whichever is sooner. The exclusive franchise, right, and privilege to engage in Collection of Solid Waste and Construction and Demolition Debris within CITY granted to CONTRACTOR by this Agreement shall be interpreted to be consistent with all Applicable Laws now in effect and adopted during the term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event any Changes in Law (other than Changes in Law by CITY) limit the ability of CITY to lawfully grant CONTRACTOR the scope of services specifically set forth herein, CONTRACTOR agrees that the scope of this Agreement will be limited to those services and materials that may be lawfully provided, and CITY agrees that CONTRACTOR shall be entitled to a rate adjustment in accordance with Section 5.10, provided CONTRACTOR shall be responsible for mitigating the financial impact of such Changes in Law.

3. **Matters Excluded from Scope of Franchise.** Section 3.02.5 is hereby deleted and replaced in its entirety with the following:

3.02.5 Temporary Roll-Off Container Collection service, not including the Collection, transfer, transport, Recycling, processing, and/or disposal of Construction and Demolition Debris hauled by a company as permitted by CITY. CITY may direct CONTRACTOR to count disposal and diversion tonnages as part of CONTRACTOR's Diversion Requirement, provided that CONTRACTOR pays a ten percent (10%) franchise fee on all Temporary Roll-Off Container material Collected by CONTRACTOR. CONTRACTOR must meet all diversion requirements established by CITY for Temporary Roll-Off Container materials (set by CITY at eighty-five percent (85%) diversion as of the Effective Date). The foregoing exclusion shall expire on January 27, 2027, or the earliest date permissible under Public Resources Code Section 49520, whichever is sooner, and CONTRACTOR shall possess the exclusive right and privilege to engage in Collection of Construction and Demolition Debris in the Service Area.

4. **Scout Services.** A new Section 4.16, titled “Scout Service,” is hereby added to the Agreement as follows:

4.16 **Scout Service.** CONTRACTOR shall provide “scout” services, as deemed necessary by CONTRACTOR or upon Customer request, to position Containers for proper Collection. If positioning a Container is required, the Containers shall not be left in a location that will obstruct traffic, access through the public right-of-way, or accessibility ramps and routes. Beginning July 1, 2027, or as sooner determined by CITY, CONTRACTOR shall charge fees for individuals who require or request such services. For the purposes of this provision, scout services shall include a small truck that can retrieve Containers from hard-to-reach places, such as narrow streets or small enclosures, and pull them out for the regular Collection.

5. **Walk-Out Service.** A new Section 4.17, titled “Walk-Out Service; Non-Disabled Customers,” is hereby added to the Agreement as follows:

4.17 **Walk-Out Service; Non-Disabled Customers.** Beginning July 1, 2027, or as sooner determined by CITY, for Customers not eligible to receive Walk-Out SFD and MFD Collection Services at no additional cost as specified in this Agreement, CONTRACTOR shall provide Walk-Out SFD and MFD Collection Services to any Customer who requests such service and shall assess a fee.

6. **Billing by CITY and CONTRACTOR.** Section 5.01 is hereby deleted and replaced its entirety with the following:

5.01 **Billing.** Except as identified in the Maximum Service Rates, CITY will Bill Customers for SFD Collection Services. CONTRACTOR will Bill Customers for all other Collection Services in accordance with Section 5.03. CONTRACTOR shall invoice CITY on the 25th of each month for services to be provided to these Customers the following month. CITY will pay CONTRACTOR within fifteen (15) days of receipt of the invoice. CITY will pay CONTRACTOR at a per-unit rate based on the number of SFD units as determined by CITY annually. CITY will provide CONTRACTOR with the Customer count for each fiscal year commencing July 1. CONTRACTOR shall have thirty (30) days to review and contest the count. The Customer count will not be adjusted during the fiscal year.

7. **Late Fee Payments.** Section 5.04 is hereby deleted and replaced in its entirety with the following:

5.04 **Non-Payment, Collections, Suspension of Service.** Customers may be assessed a late payment fee of ten percent (10%) of the outstanding balance 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. CONTRACTOR may not discontinue service to MFD Customers. CITY may, in its discretion, allow a delinquent bill at a MFD Unit to be billed on the property tax rolls pursuant to CITY's Municipal Code. For Commercial Customers, once a payment is seventy (70) days past due, CONTRACTOR may send Customers a notice (with a copy to CITY) that service will be suspended if payment is not made within an additional thirty (30) days. After sending the letter and receiving written approval from CITY, CONTRACTOR may then discontinue service. Notwithstanding the foregoing, in the event of a Billing dispute or to avoid negatively impacting public health or safety, CONTRACTOR shall continue to provide service to any Customer if directed to do so by CITY without regard to the status of said Customer account.

5.04.1 Review of Billings. CONTRACTOR shall review each Customer's account annually, and submit to CITY a written report of its annual review of all Customer accounts annually on the anniversary of the Effective Date of this Agreement. The purpose of the annual Customer account review is to confirm that the amount which CONTRACTOR is Billing each Customer is correct. Results of this Billings review should be submitted as part of the CONTRACTOR Annual Route Audit Methodology described in Exhibit 10. CONTRACTOR shall maintain copies of all Billings as well as records of receipts from said Billings, each in chronological order, as required by Section 17.01 for inspection by CITY upon request. CONTRACTOR may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner, are sufficient to verify the accuracy of franchise fees and other fees owed to CITY.

8. Adjustments to Maximum Service Rates. Section 5.07, including its subparts, is hereby deleted and replaced in its entirety with the following:

5.07 Maximum Service Rates.

5.07.1 Adjustments to Maximum Service Rates. Beginning July 1, 2023, and annually thereafter on each July 1, Customer rates specified in Exhibit 11 shall be automatically adjusted by the percentage increase in Trash CPI for the 12-month period (March of the current year to March of the prior year) plus one percent (1%) (i.e., Trash CPI + 1) ("CPI Adjustment"); provided, however, that commencing after July 1, 2027, Trash CPI increase shall not exceed eight percent (8%) per annum in any Agreement Year. In the event that Trash CPI exceeds eight percent (8%) each year for two consecutive

years commencing after July 1, 2027, CONTRACTOR may request an adjustment as set forth in Section 5.10, although CITY has the sole discretion to grant or deny the adjustment.

5.07.2 Supplemental Adjustment.

Notwithstanding any provision in the Agreement to the contrary, in addition to the adjustment in Section 5.07.1, for the period beginning July 1, 2023, and each July 1 up to and through July 1, 2026, a supplemental adjustment shall be applied to the Maximum Service Rates specified in Exhibit 11 as follows (each a “Supplemental Adjustment”):

Period Beginning	Supplemental Adjustment
July 1, 2023	+10.4%
July 1, 2024	+7.5%
July 1, 2025	+5.3%
July 1, 2026	+3.6%

5.07.3 Adjustment Formula. For the period beginning July 1, 2023, and each July 1 up to and through July 1, 2026, the maximum total annual adjustment of rates shall be the percentage of the annual CPI Adjustment plus the annual Supplemental Adjustment. In other words, $CPI\ Adjustment + Supplemental\ Adjustment = maximum\ total\ annual\ adjustment$. The maximum rates in Exhibit 11 shall be adjusted each July 1 by multiplying the rates by the maximum total annual adjustment (as a percentage).

5.07.4 Review of Adjustments. On or before March 1, 2023, and annually thereafter by each March 1, CONTRACTOR shall submit a written notice to CITY for calculating an adjustment allowed under Sections 5.07.1 and 5.07.2 in the Maximum Service Rates (“Annual Rate Adjustment”) in a form approved by CITY. CONTRACTOR’s notice shall include the basis and calculations for the increase, and a complete schedule of the requested Maximum Service Rates. At least sixty (60) days prior to charging Customers the Annual Rate Adjustment, CITY shall notify CONTRACTOR of CITY’s agreement or disagreement with CONTRACTOR’s basis and calculations of Annual Rate Adjustment and/or CONTRACTOR’s Maximum Service Rates. Any approval or denial of CONTRACTOR’s Annual Rate Adjustment may be done at the administrative level, or through an action by City Council, and in accordance with state law (including, for example, Proposition 218). CITY may not unreasonably deny CONTRACTOR’s Annual Rate Adjustment provided that any such adjustment is calculated in conformance with this Section 5.07. CONTRACTOR shall be responsible for all written notifications to Customers, property owners,

and tenants responsible for solid waste bills of adjustments at least thirty (30) days before the effective date of the adjustment pursuant to Government Code Section 53756. CITY shall be responsible for mailed notices to property owners and tenants responsible for solid waste bills in accordance with Proposition 218, when applicable.

5.07.5. Limitations. No Annual Rate Adjustment that would otherwise become effective hereunder shall take effect if, during the previous Agreement Year, CONTRACTOR has (a) committed an Event of Default (Section 23.06), (b) materially breached this Agreement without cure, pursuant to Section 23.02, (c) failed to provide CITY with all reports required of CONTRACTOR by this Agreement, (d) failed to pay any franchise fee or other payment owed to CITY; or (e) failed to meet the Diversion Requirement set forth in Article 6. Except for (e), if CONTRACTOR has initiated cure during the period in which CONTRACTOR is otherwise entitled to an Annual Rate Adjustment, the rate adjustment shall take effect on the first day of the month following CONTRACTOR's cure of any material default.

5.07.6 Presentation to City Council. If determined by CITY to comply with Proposition 218 and related Applicable Law, the City Council shall agendize a vote for adoption of an extension to the rate adjustment provisions provided hereunder in accordance with Applicable Law, including without limitation Government Code Section 53756 and Article XIII D, Section 6(a) of the California Constitution, to the extent applicable.

5.07.7 Rate Invalidation. In the event that CITY is unable by operation of Proposition 218 or other Applicable Law except local law (unless required under federal or state law) to approve or implement a rate increase under this Agreement, or some or all of the rates are disallowed by operation of Applicable Law, CITY must immediately provide written notice to CONTRACTOR identifying such prohibition or disallowance, with a written justification explaining why CITY is prohibited or disallowed by Applicable Law from approving or implementing an adjustment of rates in whole or part ("Denial Notice"). Within thirty (30) days of CONTRACTOR's receipt of a Denial Notice, or as extended by mutual agreement, CITY and CONTRACTOR shall negotiate in good faith and agree to corresponding reductions in programs, services, or fees and payments otherwise due to CITY to compensate CONTRACTOR for any lost monies that would have been recovered through a rate adjustment but for a prohibition of the same. If CITY and CONTRACTOR do not reach an agreement within the time prescribed herein, CONTRACTOR may terminate the Agreement without cause or penalty upon one hundred eighty (180) days' written notice to CITY, in which case CONTRACTOR and CITY shall each be entitled to payment of

amounts due for contract performance through the date of termination but otherwise will have no further obligation to one another pursuant to this Agreement after the date of such termination unless expressly stated. The rights of each Party hereunder are in addition to any other rights each may have upon the invalidation of rates that would otherwise be due to each Party, respectively.

9. **Detailed Rate Review.** Section 5.08, including its subparts, is hereby deleted and replaced in its entirety with the following:

5.08 **Detailed Rate Review.** CITY or CONTRACTOR may request a Detailed Rate Review to be conducted by CITY or CITY's designee in accordance with the Detailed Rate Review Methodology as specified in Exhibit 8 to determine the reasonableness of CONTRACTOR's compensation associated with any CITY-requested changes to CONTRACTOR's "Diversion Requirement" as specified in Article 6, provided that beginning December 1, 2022, the paragraph titled "Additional Diversion Expense" in Exhibit 8 shall be deemed null and void. CONTRACTOR shall pay the cost for the Detailed Rate Review, and the cost of such a Detailed Rate Review is not an allowable pass-through cost.

5.08.1 **Supporting Information.** Any request for a Detailed Rate Review shall be accompanied by a copy of CONTRACTOR's certified annual financial statements for CITY prepared by a Certified Public Accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and Regulations of the State Board of Accountancy," as established by the California Code of Regulations, Title 16, Chapter I. Such Certified Public Accountant shall be entirely independent of CONTRACTOR and shall have no financial interest whatsoever in the business of CONTRACTOR. CITY may specify the form and detail of the financial statements.

10. **Diversion Requirement and Guarantee.** Article 6 "Diversion Requirement and Guarantee"; Sections 10.15, 11.05, 12.10.1, 12.10.2, 12.13.1, and 13.06.01; and Exhibit 4 shall be deleted in their entirety and replaced with the following:

Article 6. **Diversion Requirement and Guarantee**

6.01 **CONTRACTOR's Diversion Requirement.** The minimum amount that must be diverted by CONTRACTOR through Recycling, Organic Waste Collection, mixed waste processing, and Transformation will be equal to fifty percent (50%) of the Solid Waste generated in CITY during each year of this Agreement in accordance with in Public Resources Code Section 41780 ("Diversion Requirement"). Should CITY, in any year under this Agreement, not reach the fifty percent (50%) diversion as specified in Public Resources

Code Section 41780, and should CONTRACTOR fail to maximize diversion from the services and programs contemplated under this Agreement, CONTRACTOR will undertake reasonable efforts to implement programs and to provide equipment necessary in accordance with Section 6.04 in order to assist CITY in meeting the Diversion Requirement. Further, CONTRACTOR's failure to meet the Diversion Requirement set forth herein will result in a material breach, a denial of an adjustment to the Maximum Service Rates otherwise authorized, or the imposition of administrative charges.

6.01.1 CONTRACTOR's Compliance with Diversion Requirement. Beginning calendar year 2022 and during each calendar year throughout the term of this Agreement, CONTRACTOR shall meet the Diversion Requirement pursuant to this Agreement. In the event that CONTRACTOR is not meeting its Diversion Requirement for a calendar year, it is acknowledged and agreed that CITY will suffer damage. At CITY's sole option, CITY may assess Twenty Thousand Dollars (\$20,000) in liquidated damages and Administrative Charges in accordance with Article 18 of this Agreement. In the event that CONTRACTOR is not meeting its Diversion Requirement for two calendar years, at CITY's sole option, CITY may terminate this Agreement twenty-four (24) months after issuing written notice to CONTRACTOR of early termination due to CONTRACTOR's failure to meet the Diversion Requirement, or CITY may assess Twenty Thousand Dollars (\$20,000) in liquidated damages and Administrative Charges in accordance with Article 18 of this Agreement. CONTRACTOR shall comply with the following:

(i) Collect source-separated Organic Waste generated at SFD Service Units and deliver to an Organic Waste Processing Facility selected by CONTRACTOR for processing and diversion;

(ii) Collect source-separated Recyclable Materials generated at SFD, MFD, and Commercial Service Units and deliver to a MRF or certified recycling facility selected by CONTRACTOR for recycle and recovery processing of that material;

(iii) Collect Refuse generated at SFD Service Units and deliver to landfill, but at CONTRACTOR's option, divert to a MRF or a certified Transformation facility (refuse to energy);

(iv) Collect all mixed waste generated at MFD and Commercial Service Units or otherwise collected in Roll-Off Containers and deliver to a MRF selected by CONTRACTOR for mixed-waste processing and diversion;

(v) Collect all source-separated Organic Waste generated at MFD and Commercial Service Units and deliver to an Organic Waste Processing Facility selected by CONTRACTOR for processing and diversion;

(vi) For all Construction Debris collected by CONTRACTOR, deliver all such material to a certified Construction Debris facility selected by CONTRACTOR that meets California Green Building Standards Code (CALGreen) requirements for minimum diversion for processing and diversion; and

(v) Collect all material from Roll-Off inert Containers and deliver to a certified inert facility selected by CONTRACTOR for processing and diversion.

Notwithstanding the foregoing, if CITY exercises its option under Section 8.01 to direct and/or approve which facilities CONTRACTOR shall use to dispose of or process Solid Waste, CITY and CONTRACTOR must first agree in writing prior to any such change taking effect and to determine any modification to the compliance requirements required hereunder.

6.01.2 Calculation of Diversion; Reporting. For purposes of determining whether CONTRACTOR achieves the Diversion Requirement, the Parties agree the annual diversion rate will be calculated using the following formula: “the tons of materials collected in CITY that are sold or delivered to a recycler or re-user, net of all residue, divided by the total tons of materials Collected in CITY by CONTRACTOR in each calendar year.” CONTRACTOR shall provide documentation to CITY within twenty (20) days of the end of each calendar quarter stating and supporting that quarter’s diversion rate.

6.01.3 Use of Transformation Facility. CONTRACTOR may direct up to ten percent (10%) of CITY’s total waste stream to a waste-to-energy facility for diversion purposes provided that such diversion is allowable and deemed to be diversion by CalRecycle. CONTRACTOR is not entitled to any additional compensation associated with use of any Transformation Facility unless approved by CITY as part of a Detailed Rate Review associated with Section 5.08 of this Agreement.

6.01.4 End Uses for Green Waste. CONTRACTOR shall divert Green Waste materials Collected through weekly Cart and bundle Collection, holiday tree Collection, Roll-Off Container Collection, and mixed waste processing (if applicable) from disposal. CONTRACTOR must provide end uses for Green Waste that maximize diversion credits for CITY according to regulations

established by CalRecycle. CONTRACTOR shall divert through uses other than as Alternative Daily Cover (“ADC”) whenever feasible.

6.01.5 Use of Alternative Daily Cover (ADC). CONTRACTOR may utilize ADC for diversion of Green Waste provided that such diversion is allowable and deemed to be diversion by CalRecycle and higher use of Green Waste is not feasible.

6.01.6 Changes in the Market Conditions for Recyclable Materials. Upon notice to and prior approval by CITY, CONTRACTOR may deem additional materials or groups of materials Recyclable Materials if they become capable of Recycling at CONTRACTOR’s facilities in or near the Service Area. CONTRACTOR reserves the right, upon written notice to and prior written approval by CITY, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials. With regard to the preceding two sentences, CITY’s approval shall not be unreasonably withheld. Such CITY approval for reducing the type of Recyclable Materials discontinued shall not exceed twelve (12) months.

6.02 Other Diversion Requirements.

6.02.1 Bulky Item Diversion. Bulky Items Collected by CONTRACTOR under this Agreement may not be landfilled or disposed of until the following hierarchy of diversion efforts has been followed by CONTRACTOR: (i) reuse as is (if energy efficient); (ii) disassembly for reuse or Recycling; (iii) Recycle; and (iv) disposal.

6.02.2 Compliance with C&D Diversion Requirements. CONTRACTOR shall comply with the requirements of CITY’s Construction and Demolition Waste diversion ordinance, and Applicable Law. CONTRACTOR shall assist Customers with compliance by diverting Construction and Demolition Waste to the maximum extent feasible and by providing receipts for all materials Collected.

6.03 Warranties and Representations. CONTRACTOR warrants and represents that it is aware of and familiar with CITY’s waste stream, and that it has the ability to and will provide sufficient programs and services to ensure CITY will meet or exceed the Diversion Requirement (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other diversion requirements) and comply with Applicable Laws governing CONTRACTOR’s obligations under this Agreement (including AB 341, AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383 and

their implementing regulations), and that it will do so without imposing any costs or fees other than those set forth in Exhibit 11.

6.04 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 AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383 and their implementing regulations, and to meet CONTRACTOR's Diversion Requirement. 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 the Diversion Requirement, diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to CONTRACTOR's Collection programs as may be reasonably requested by CONTRACTOR in order to achieve CONTRACTOR's Diversion Requirement.

6.05 Guarantee and Indemnification. CONTRACTOR warrants and guaranties that (1) it will carry out its obligations under this Agreement in a manner consistent with Applicable Laws including specifically AB 939, AB 341 AB 1594, and AB 1826, and SB 1383 and their implementing regulations; and (2) CONTRACTOR's actions will (i) provide for CITY to meet or exceed the Diversion Requirement (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in CONTRACTOR's Diversion Requirement and (ii) comply with the Applicable Laws governing CONTRACTOR's obligations under this Agreement, including AB 939 AB 341, AB 1594, AB 1826, and SB 1383; their implementing regulations; and all amendments thereto. In this regard, CONTRACTOR agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

6.05.1 To the extent legally permitted, defend, with counsel approved by CITY, indemnify, and hold harmless CITY and CITY's officials, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if (1) CONTRACTOR fails or refuses to timely provide information relating to its operations which is required pursuant to this Agreement or the Applicable Laws, and such failure or refusal prevents or delays CITY from submitting reports required by the Applicable Laws, including AB 939, AB 341, AB 1594, AB 1826, and SB 1383 and their implementing regulations, in a timely manner; or (2) CONTRACTOR fails to satisfy the Diversion Requirement, comply with source reduction and program implementation requirements, or comply with any other requirements of the Applicable Laws governing CONTRACTOR's obligations under this Agreement, including AB 939, AB 341, AB 1594, AB 1826,

and SB 1383 and their implementing regulations, are not met with respect to the waste stream Collected under this Agreement;

6.05.1.1 Assist CITY in responding to inquiries from CalRecycle or any other regulatory agency:

6.05.1.2 Assist CITY in preparing for, and participating in, the CalRecycle's biannual review of CITY's Source Reduction and Recycling Element ("SRRE") pursuant to Public Resources Code Section 41825;

6.05.1.3 Assist CITY in applying for any extension, including under Public Resources Code Section 41820, if so directed by CITY;

6.05.1.4 Assist CITY in any hearing conducted by CalRecycle, or any other regulatory agency, relating to CITY's compliance with the Applicable Laws, including AB 939, AB 341, AB 1594, AB 1826, and SB 1383 and their implementing regulations;

6.05.1.5 Assist CITY with the development 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 Laws;

6.05.1.6 Provide CITY with Recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Laws, including AB 939, AB 341, AB 1594, AB 1826, and SB 1383 and their implementing regulations;

6.05.1.7 Defend, with counsel acceptable to CITY, CITY and CITY's officials, employees, and agents against the imposition of fines and/or penalties, or any other liabilities, issued by CalRecycle pursuant to the Applicable Laws, including AB 939, AB 341, AB 1594, AB 1826 and SB 1383 and their implementing regulations; and

6.05.1.8 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 Requirement, or for violation of Applicable Laws governing CONTRACTOR's obligations under this Agreement, including AB 939, AB 341, AB 1594, AB 1826, and SB 1383 and their implementing regulations, arising from or in any way related to CONTRACTOR's performance of its obligations under this Agreement.

6.06 Waste Reduction and Program Implementation. CONTRACTOR shall implement the programs identified in the SRRE and Household Hazardous Wastes Element (HHWE) of CITY's General Plan, and will implement any additional diversion programs required to meet the Diversion Requirement. CONTRACTOR shall be responsible for providing data and information, cooperating, and assisting CITY with the preparation of all reports and other information as may be required by any agency, including specifically the State of California, in order to comply with AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383 and their implementing regulations.

6.07 Waste Generation/Characterization Studies. CONTRACTOR acknowledges that CITY must perform Solid Waste generation and disposal characterization studies periodically to comply with the requirements of the Applicable Law. CONTRACTOR agrees to participate and cooperate with CITY and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by CITY, to determine weights and volumes of Solid Waste Collected and characterize Solid Waste generated, disposed of, transformed, diverted, or otherwise handled/processed to satisfy the requirements of Applicable Law.

6.08 Implementation of Additional Diversion Services. If CITY determines that CONTRACTOR has not fulfilled the Diversion Requirement set forth in Article 6, CITY may direct CONTRACTOR to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services, and CONTRACTOR agrees to do so at no additional charge. Pilot programs and innovative services that may entail new Collection methods and use of new or alternative Solid Waste processing and disposal technologies are included among the types of changes that CITY may direct.

6.09 Acts or Omissions of CITY and Third Parties; Diversion Requirement. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR is not responsible for any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, or acts or omissions relating to or resulting from, this Article 6 that (i) is not within the control of CONTRACTOR, (ii) constitute sole negligence or willful misconduct or violation of Applicable Law on the part of CITY or its officers, employees, or agents, (iii) is a breach of this Agreement by CITY, (iv) is due to CITY's direction to use any particular facility to dispose of or process Solid Waste, Recyclable Materials, or Organic Waste, or (v) is limited by Public Resources Code Section 40059.1.

11. **SFD Organic Waste Collection.** Sections 10.12.1, 10.12.1.1, and 10.12.1.2 are hereby deleted and replaced in their entirety with the following:

10.12.1 **SFD Organic Waste Collection Program.** CONTRACTOR shall provide Organic Waste Services to Customers at SFDs in accordance with Exhibit 13, “Organic Waste Program; Food Recovery Support; Contamination Protocols.”

12. **MFD Billing; Recycling Collection; Crates.** Section 11.02 is hereby deleted and replaced in its entirety with the following:

11.02 **MFD Source-Separated Recycling Collection.** CONTRACTOR will provide each MFD Service Unit with a minimum capacity of two 96-gallon Recyclables Carts, but no less than the number of Carts in use prior to implementation of service under this Agreement. Services shall be charged at the Maximum Services Rates as set forth in Exhibit 11 and billed in accordance with Section 5.03. MFD Customers may request additional Carts at no additional charge, as space permits and as volume of accumulated Recyclable Materials requires. CONTRACTOR must Collect Recyclables a minimum of once per week, regardless of whether the Recyclables Container is full. CONTRACTOR will Collect Recyclables more often at no additional charge if space does not permit Customer to store a sufficient amount of Recyclables Containers for the Customer to require only once per week Collection. CONTRACTOR will wheel out Multi-family Recycling Carts and return the Carts to their storage location. Additional Recyclables Collections shall be performed within twenty-four (24) hours of notification at no additional charge. CONTRACTOR also agrees to make programs available for all other Recyclable Materials for which it has established markets. CONTRACTOR shall notify all Customers via a mailed flyer each year of the availability of Recycling Collection programs. CONTRACTOR will provide 35-, 64-, and 96-gallon Carts upon request to MFD Customers for use in Collecting Recyclable Materials inside multi-story complexes. The Customer (residents, building janitorial or other staff as arranged by building owner/manager) shall be responsible for delivering Carts from inside the buildings to the storage location accessible to CONTRACTOR prior to weekly MFD Recycling Service Collection day.

13. **MFD Organic Waste Collection.** Sections 11.03.1, 11.03.1.1, and 11.03.1.2 are hereby deleted and replaced in their entirety with the following:

11.03.1 **MFD Organic Waste Collection.** CONTRACTOR shall provide Organic Waste Services to Customers at MFDs in accordance with Exhibit 13, “Organic Waste Program; Food Recovery Support; Contamination Protocols.”

14. **Commercial Organic Waste Collection.** Sections 12.11.1 and all subparts thereof are hereby deleted and replaced in their entirety with the following:

12.11.1 **Commercial Organic Waste Collection.** CONTRACTOR shall provide Organic Waste Services to Customers at Commercial premises in accordance with Exhibit 13, “Organic Waste Program; Food Recovery Support; Contamination Protocols.”

15. **Restaurant Food Waste Diversion Program.** Section 12.11.2 and all subparts thereof are hereby deleted and replaced in their entirety with the following:

12.11.2 **Restaurant Food Waste Diversion Program.** CONTRACTOR shall Collect Refuse or Source-Separated Organic Waste from all of CITY’s Food Waste-generating Commercial Customers (restaurants, coffee shops, cafeterias, etc.) on a separate route from other Refuse. These loads of mixed restaurant waste will be processed using a negative sort to remove all non-compostables. The remaining compostable materials, including Food Waste, Green Waste, cardboard and paper, will be recovered at a composting facility as listed in Exhibit 3. A minimum of sixty-seven percent (67%) of Food Waste per year shall be recovered and diverted from restaurant Food Waste through this program. This program shall apply to Customers that received at least one (1) three-cubic-yard single-stream Container for Food Waste under CITY’s Food Waste Diversion Program prior to December 1, 2022, and will continue to receive the same level of service after December 1, 2022. The restaurant Food Waste diversion program services in this Section are to be provided at no additional cost to CITY or affected Customers. Rates for the Collection of Refuse from Food Waste generating Commercial Customers under this Section that is sorted for compostables may be no more than the rates approved for Collection of Refuse from other Commercial Customers. CONTRACTOR may also provide participants additional Containers for the Collection of Recyclables if the percentage of Refuse to Recyclables collected from a given participant exceeds twenty percent (20%).

16. **CITY Collection Services.** A Section 13.11, titled “Pet Waste Services,” and a Section 13.12, titled “Household Hazardous Waste Drop-Off Event,” shall be added to the Agreement as follows:

13.11 **Pet Waste Services.** CONTRACTOR shall provide Pet Waste Services at no charge to CITY in accordance with Exhibit 14. “Pet Waste Services” means the inspection of waste stations intended for domesticated dogs, restocking of dog waste bags, removal of deposited pet waste, installation of new waste liners for pet waste receptacles, cleaning of the exterior of pet waste stations, and cleaning

of the area fifty (50) feet on each side of a pet waste station as specified in Exhibits 14 and 14-1.

13.12 Household Hazardous Waste Drop-Off Event. CONTRACTOR shall host one (1) Household Hazardous Waste Drop-Off Event per year on a date, at a location and at a time selected by CITY. The services hereunder shall be provided by CONTRACTOR at no charge to CITY or its residents.

17. **Best Available Technology; GPS Tracking.** Section 14.03 is hereby deleted and replaced in its entirety with the following:

14.03 Best Available Technology; GPS Tracking. CONTRACTOR's Collection vehicle fleet shall utilize best available technology when providing integrated Solid Waste management services pursuant to this Agreement, consistent with CONTRACTOR's fleet of Collection vehicles. CONTRACTOR shall provide real-time GPS tracking of vehicles with a maximum update time of fifteen (15) minutes; historical GPS data by vehicle for a minimum of one (1) year; speed monitoring of vehicles; ability to designate specific locations as landmarks or restrictions; and report capability on demand, to provide activity data, route, start/stop times and locations, idle time, visits to landmarks or restricted areas, and speed record by day or route. CITY shall have password access to an internet-based monitoring site allowing CITY management unlimited access to real-time data or historical data and reports for CONTRACTOR vehicles assigned to this Agreement. If training is required for staff to be able to effectively make use of the internet-based monitoring site, CONTRACTOR shall be required to train CITY staff members in person or virtually within ninety (90) days of commencing this Agreement. The training will be on CITY premises.

18. **Education and Public Awareness.** The last paragraph of Section 16.01 is hereby deleted and replaced in its entirety as provided below, except Sections 16.01.1, and all its subparts, shall remain intact.

CONTRACTOR shall reproduce and include in any Billing, at no additional cost, one (1) 8.5" x 11" sheet provided by CITY. CITY may request CONTRACTOR to perform mailing services and, if so able, provide not less than thirty (30) days' notice to CONTRACTOR prior to the mailing date of any proposed mailing to permit CONTRACTOR to make appropriate arrangements for inclusion of CITY's materials in its Billings. CITY will provide CONTRACTOR a digital copy of the mailers that satisfies CONTRACTOR bill mailer specifications at least fifteen (15) days prior to the mailing date. CITY shall bear the expense of distribution of such mailers only to the extent it is clearly in excess of CONTRACTOR's normal mailing costs for its Billings.

19. **Tonnage and Diversion Reports.** Section 17.02.1 shall be deleted in its entirety and replaced with the following:

17.02.1 Tonnage and Diversion Reports. CONTRACTOR shall report tons of Refuse, Organic Waste (inclusive of Green Waste and Food Waste), Recyclable Materials, and Construction and Demolition Debris Collected and processed for recovery by CONTRACTOR broken down by SFD, MFD, Commercial, CITY Service Unit, and franchised Construction and Demolition Debris. Tonnages may be allocated where generator-specific routing is not feasible or where one vehicle Collects materials from SFD, MFD, Commercial, and/or CITY Service Units.

20. **Performance Review.** Section 19.03 shall be deleted in its entirety and replaced with the following:

19.03 Performance Review. CONTRACTOR acknowledges that CITY has the right to conduct periodic Performance Reviews, as set forth in Exhibit 9, of CONTRACTOR's operations related to services and facilities used by CONTRACTOR to fulfill its obligations pursuant to this Agreement.

19.03.1 At CITY's Cost. CITY may conduct Performance Reviews of CONTRACTOR's performance during the term of this Agreement. The review will be performed by a qualified firm under contract to CITY. CITY shall have the final responsibility for the selection of the firm but shall seek comments from CONTRACTOR.

19.03.2 At CONTRACTOR's Cost. Beginning July 1, 2025, and no more than every five years thereafter, CITY may request that CONTRACTOR pay in advance the cost of the review under this Section 19.03.2 an amount of Seventy-Five Thousand Dollars (\$75,000.00), provided, however, this amount shall be adjusted annually each July 1 by a percentage equal to the percentage change between the Trash CPI for a 12-month period (March of the prior year to March of the current year), plus one percent (1%), provided that such Trash CPI adjustment will not exceed eight percent (8%) per year. The review will be performed by a qualified firm under contract to CITY. CITY shall have the final responsibility for the selection of the firm but shall seek comments from CONTRACTOR.

19.03.2.1 Under- or Over-Payment of the Cost of Performance Review shall be governed by the following: (a) if the cost of the Performance Review is less than the Seventy-Five Thousand Dollars (\$75,000.00), as adjusted by Trash CPI for a 12-month period (March of the prior year to March of the current year), plus one percent (1%), provided that such Trash CPI adjustment will

not exceed eight percent (8%) per year, CITY will credit any unused funds paid by CONTRACTOR against franchisee fee payments due by CONTRACTOR to CITY; or (b) if the cost of the Performance Review exceeds Seventy-Five Thousand Dollars (\$75,000.00), as adjusted by Trash CPI plus one percent (1%), not to exceed eight percent (8%) per year, CONTRACTOR shall reimburse CITY within thirty (30) days of request for reimbursement by CITY any cost in excess of Seventy-Five Thousand Dollars (\$75,000.00), as adjusted by CPI plus one percent (1%), not to exceed eight percent (8%) per year.

19.03.3 Selection of Reviewing Firm. CITY will select a firm or person conducting any Performance Review, and such firm or person may meet the following criteria:

19.03.3.1 Like Experience. Must demonstrate experience performing Performance Reviews or audits of similar scope, complexity, and magnitude as provided in the Agreement within five (5) years of a given Performance Review.

19.03.3.2 Substantive Knowledge. Must demonstrate experience (i) interpreting contractual requirements for the purposes of conducting performance reviews or audits; (ii) conducting performance reviews or audits in the waste and recycling industry; (iii) interpreting state and local laws pertaining to the waste and recycling industry; and (iv) understanding the operational limitations placed on Solid Waste management firms in the normal course of business.

19.03.3.3 Municipal Expertise. Must demonstrate experience conducting Performance Reviews or audits for at least two (2) municipal clients of a size equal to or greater than that of CITY.

19.03.3.4 CONTRACTOR Expertise. Must demonstrate experience conducting internal Performance Reviews or audits of at least two (2) solid waste management companies similar to CONTRACTOR, provided that experience with companies of a size smaller than CONTRACTOR shall not be disqualifying. For the avoidance of doubt, internal Performance Reviews or audits for the purposes of this requirement shall not include reviews or audits where a governmental entity selected the firm to conduct an internal review or audit of a solid waste management company.

19.03.3.5 No Conflicts of Interest; Independence. Must demonstrate no actual or potential conflicts of interest. For the purpose of these qualifications, a firm or person shall

have a “conflict of interest” upon any of the following: (i) the firm or person participated in or consulted CITY or CONTRACTOR in connection with any contract or amendment discussions involving this Agreement; (ii) the firm or person provided assistance to CITY or CONTRACTOR in connection with matters relating to municipal waste management issues within CITY at any time three (3) years prior to the start of a Performance Review or audit except where the only preceding assistance rendered to CITY or CONTRACTOR was in connection with a Performance Review or audit under this Agreement; or (iii) the firm or person was directly or indirectly employed by CITY or CONTRACTOR for a period of three (3) years prior to the Performance Review or audit for which they are engaged unless the only prior employment relationship with CITY or CONTRACTOR during said period involved a Performance Review or audit.

19.03.4 Confidentiality. At CONTRACTOR’s election, using a form approved by CITY, the firm selected to conduct a Performance Review will be required to sign a confidentiality agreement prior to the initiation of the Performance Review to the extent the Performance Review seeks CONTRACTOR’s trade secret, proprietary, or similarly privileged information. Subject to Article 46 of this Agreement, the firm or person selected to conduct any Performance Review shall prepare a report summarizing the scope of review undertaken and the reviewer’s observations, conclusions, and recommendations. Each Party shall have thirty (30) days to review the final draft report. During that period, CONTRACTOR shall have the opportunity to respond to any perceived errors or omissions in the review; mark any documents, notes, or other records transmitted or prepared in connection with the report for exemption from disclosure pursuant to the California Public Records Act or federal Freedom of Information Act; and object to any statements in the report that CONTRACTOR believes reveal the individually identifiable contents of marked documents, notes, or other records.

21. **Notices**. Section 42.01 is hereby deleted and replaced in its entirety with the following:

42.01 Notice. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To CITY:

John Gilmour, City Engineer, City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069

Telephone: (332) 848-6383
Email: jgilmour@weho.org

Copy to:

- City Manager at citymanager@weho.org
- City Clerk at cityclerk@weho.org

To CONTRACTOR:
Gary Clifford, Executive Vice President
Arakelian Enterprises, Inc. d.b.a. Athens Services
14048 E. Valley Blvd.
P.O. Box 60009
City of Industry, CA 91716
Telephone: (626) 336-3636
Email: gclifford@athensservices.com

or to such other address as either Party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed given on the date served if served personally between the hours of 8:00 a.m. and 5:00 p.m. on any regular business day for CITY's business offices. If mailed, notice shall be deemed given three (3) business days from the date such notice is deposited in the United States mail in the manner prescribed above.

22. **Exhibits.** Section 55.01 is hereby deleted and replaced in its entirety with the following:

55.01 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. Below is a list of Exhibits in the Agreement.

- Exhibit 1: CITY Service Units
- Exhibit 2: Streetside Litter Container Locations
- Exhibit 3: Approved Facilities
- Exhibit 4: Intentionally Omitted
- Exhibit 5: CITY-Sponsored Events
- Exhibit 6: Vehicle and Container Replacement Schedule
- Exhibit 7: Comparable Market Conditions Methodology
- Exhibit 8: Detailed Rate Review Methodology

- Exhibit 9: Performance Review Methodology
- Exhibit 10: CONTRACTOR Annual Route Audit Methodology
- Exhibit 11: Maximum Service Rates
- Exhibit 12: Intentionally Omitted
- Exhibit 13: Organic Waste Program; Food Recovery Support; Contamination Protocols
- Exhibit 14: Pet Waste Services

23. **CITY Service Units.** Exhibit 1, CITY Service Units, is hereby deleted and replaced in its entirety with Attachment 1 of this Amendment No. 3, which shall be incorporated as a new Exhibit 1 of the Agreement (“CITY Service Units”).

24. **Streetside Litter Container Locations.** Exhibit 2, Streetside Litter Container Locations, is hereby deleted and replaced in its entirety with Attachment 2 of this Amendment No. 3, which shall be incorporated as a new Exhibit 2 of the Agreement (“Streetside Litter Container Locations”).

25. **Approved Facilities.** Exhibit 3, Approved Facilities, is hereby deleted and replaced in its entirety with Attachment 3 of this Amendment No. 3, which shall be incorporated as a new Exhibit 3 of the Agreement (“Approved Facilities”).

26. **Performance Review Methodology.** Exhibit 9, Performance Review Methodology, is hereby deleted in its entirety and replaced in its entirety with Attachment 4 of this Amendment No. 3, which shall be incorporated as a new Exhibit 9 of the Agreement (“Performance Review Methodology”).

27. **Maximum Service Rates.** Exhibit 11, Maximum Service Rates, is hereby deleted and replaced in its entirety with Attachment 5 of this Amendment No. 3, which shall be incorporated as a new Exhibit 11 of the Agreement (“Maximum Service Rates”). For the avoidance of doubt, the Maximum Service Rates shall be effective beginning December 1, 2022, and the Maximum Service Rates that shall apply thereafter will remain subject to annual adjustment in accordance with Article 5 of the Agreement.

28. **Organic Waste Program; Food Recovery Support; Contamination Protocols.** Attachment 6 of this Amendment No. 3 is hereby added to the Agreement and incorporated as a new Exhibit 13 of the Agreement (“Organic Waste Program; Food Recovery Support; Contamination Protocols”).

29. **Pet Waste Services.** Attachment 7 of this Amendment No. 3 is hereby added to the Agreement and incorporated as new Exhibits 14 and 14-1 of the Agreement (“Pet Waste Services”).

30. **New Program Implementation.** Unless expressly specified otherwise, this Amendment No. 3 shall be effective on December 1, 2022.

31. **Due Execution.** The person(s) executing this Amendment No. 3 on behalf of a Party hereto warrant(s) that (i) such Party is duly organized and existing; (ii) such person(s) are duly authorized to execute and deliver this Amendment No. 3 on behalf of said Party; (iii) by so executing this Amendment No. 3, such Party is formally bound to the provisions of this Amendment No. 3; and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said Party is bound.

32. **Entire Amendment.** This Amendment No. 3 contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment No. 3 and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment No. 3.

33. **Full Force and Effect.** Other than as set forth in this Amendment No. 3, the terms of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment No. 3, this Amendment No. 3 shall apply.

34. **Counterparts.** This Amendment No. 3 may be executed in counterparts, each of which shall be considered an original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 as of the date first set forth below.

CITY OF WEST HOLLYWOOD, a
California municipal corporation
("CITY")

ARAKELIAN ENTERPRISES, INC., a
California corporation
("CONTRACTOR")

David Wilson
City Manager



Ron Arakelian III
Executive Officer

Date

10/24/22

Date

ATTEST:

Melissa Crowder
City Clerk

Date

APPROVED AS TO FORM:

Lauren Langer
City Attorney

Date

Attachment 1**Exhibit 1 (CITY Service Units)**

Exhibit 1 CITY SERVICE UNITS				
Athens Account #	Location Name	Street Address	Description	Quantity-Size- Frequency
207932	City of West Hollywood Hart Park	8321 De Longpre Ave	3 Barrel Rack	1-3brk-2
207932	City of West Hollywood Hart Park	8321 De Longpre Ave	96 Recycle Cart	1-R96-1
208544	City of West Hollywood Kings Road Park	1100 Kings Rd	1-yd Trash Bin	1-1-2
209144	City of West Hollywood City Office Building	7362 Santa Monica Blvd	3-yd Trash Bin	1-2-2
209146	City of West Hollywood Plummer Park	7377 Santa Monica Blvd	3-yd Recycle Bin	1-3-2
209146	City of West Hollywood Plummer Park	7377 Santa Monica Blvd	3-yd Trash Bin	3-3-5
209146	City of West Hollywood Plummer Park	7377 Santa Monica Blvd	Pull Out Service	Scout
209271	City of West Hollywood City Hall	8300 Santa Monica Blvd	3-yd Recycle Bin	1-3-5
209271	City of West Hollywood City Hall	8300 Santa Monica Blvd	3-yd Trash Bin	1-3-5
407297	City of West Hollywood Street Maintenance Yard	7317 Romaine St	3-yd Trash Bin	2-3-5
407297	City of West Hollywood Street Maintenance Yard	7317 Romaine St	3-yd Scrap MetalBin	1-3-1
418984	City of West Hollywood WeHo Library	619 San Vicente Blvd	3-yd Recycle Bin	2-3-2
418984	City of West Hollywood WeHo Library	619 San Vicente Blvd	3-yd Trash Bin	6-3-3

Attachment 2**Exhibit 2 (Streetside Litter Container Locations)**

Exhibit 2						
Streetside Litter Container Locations						
Street #	Dir	Street Name	Street Suffix	Corner Location/Sore	Notes	Barrel
9040	W	Beverly	Blvd	S/E	Bus Stop of Beverly Blvd & Doheny Dr	City Barrel
8806	W	Beverly	Blvd	S/W	Bus Stop of Beverly Blvd & Robertson Blvd	City Barrel
8650	W	Beverly	Blvd	S/W	Bus Stop of Beverly Blvd & San Vicente Blvd	City Barrel
8793	W	Beverly	Blvd	N/E	Bus Stop of Beverly Blvd & Robertson Blvd	City Barrel
8955	W	Beverly	Blvd	N/E	Corner of Beverly Blvd & Almont Dr	City Barrel
9039	W	Beverly	Blvd	N/E	Bus Stop of Beverly Blvd & Doheny Dr	City Barrel
1283	N	Crescent Heights	Blvd	S/W	Bus Stop of Crescent Heights Blvd & Fountain Ave	City Barrel
1280	N	Crescent Heights	Blvd	S/E	Bus Stop of Crescent Heights Blvd & Fountain Ave	City Barrel
1401	N	Crescent Heights	Blvd	West Side of C.H.	Between Fountain Ave & Sunset Blvd	City Barrel
1351	N	Crescent Heights	Blvd	West Side of C.H.	Between Fountain Ave & Sunset Blvd	City Barrel
646	N	Doheny	Dr	N/E	Corner of Doheny Dr & Nemo St	City Barrel
900	N	Fairfax	Ave	N/E	Bus Stop of Fairfax Ave & Willoughby Ave	City Barrel
1069	N	Fairfax	Ave	S/W	Bus Stop of Fairfax Ave & Santa Monica Blvd	Big Belly Barrel
1110	N	Fairfax	Ave	N/E	Bus Stop of Fairfax Ave & Santa Monica Blvd	City Barrel/Big Belly Barrel
7600	W	Fountain	Ave	S/W	Corner of Fountain Ave & Curson Ave	City Barrel
8447	W	Holloway	Dr	N/E	Corner of Holloway Dr & Hacienda Pl	2X City Barrel
8500	W	Holloway	Dr	S/W	Bus Stop of Holloway Dr & La Cienega Blvd	City Barrel
8517	W	Holloway	Dr	N/W	Bus Stop of Holloway Dr & La Cienega Blvd	City Barrel
8714	W	Holloway	Dr	S/E	Corner of Holloway & Hancock Ave	City Barrel
8730	W	Holloway	Dr	S/W	Bus Stop of Holloway Dr & Hancock Ave	City Barrel
800	N	Kings	Rd	N/W	Bus Stop of Kings Rd & Waring Ave	City Barrel
801	N	Kings	Rd	N/E	Bus Stop of Kings Rd & Waring Ave	City Barrel

999	N	La Brea	Ave	N/W	Bus Stop of La Brea Ave & Santa Monica Blvd	City Barrel
1040	N	La Brea	Ave	S/E	Bus Stop of La Brea Ave & Santa Monica Blvd	City Barrel
1260	N	La Brea	Ave	S/E	Bus Stop of La Brea Ave & Fountain Ave	City Barrel
501	N	La Cienega	Blvd	N/W	Bus Stop of La Cienega Blvd & Rosewood Ave	City Barrel
545	N	La Cienega	Blvd	S/W	Corner of La Cienega Blvd & Melrose Ave	City Barrel
1050		Larrabee	St	East Side of Larrabee	Between Sunset Blvd & Alley South of Sunset	City Barrel
8920	W	Melrose	Ave	S/E	Corner of Melrose Ave & Almont Dr	City Barrel
8925	W	Melrose	Ave	N/E	Corner of Melrose Ave & Almont Dr	City Barrel
8670	W	Melrose	Ave	S/W	Corner of Melrose Ave & Norwich Dr	City Barrel
8620	W	Melrose	Ave	S/W	Bus Stop of Melrose Ave & Westmount Dr	City Barrel
8552	W	Melrose	Ave	S/E	Corner of Melrose Ave & Westmount Dr	City Barrel
8500	W	Melrose	Ave	S/E	Bus Stop of Melrose Ave & La Cienega Blvd	Big Belly Barrel
7100	W	Santa Monica	Blvd	S/W	Bus Stop of Santa Monica Blvd & La Brea Blvd	Big Belly Barrel
7101	W	Santa Monica	Blvd	N/W	Bus Stop of Santa Monica Blvd & La Brea Blvd	City Barrel/Big Belly Barrel
7155	W	Santa Monica	Blvd	N/W	2nd Can on Corner of Santa Monica Blvd & Detroit St	City Barrel
7156	W	Santa Monica	Blvd	S/W	Bus Stop of Santa Monica Blvd & Formosa Ave	City Barrel
7205	W	Santa Monica	Blvd	N/W	Corner of Santa Monica Blvd & Formosa Ave	City Barrel
7215	W	Santa Monica	Blvd	N/E	Corner of Santa Monica Blvd & Poinsettia PI	City Barrel
7243	W	Santa Monica	Blvd	North Side of S.M.	Between Poinsettia PI & Poinsettia Cir	City Barrel
7273	W	Santa Monica	Blvd	N/E	Corner of Santa Monica Blvd & Greenacre Ave	City Barrel
7300	W	Santa Monica	Blvd	S/W	Corner of Santa Monica Blvd & Poinsettia PI	City Barrel
7328	W	Santa Monica	Blvd	S/E	Bus Stop of Santa Monica Blvd & Fuller Ave	City Barrel
7335	W	Santa Monica	Blvd	N/E	Corner of Santa Monica Blvd & Fuller Ave	City Barrel
7351	W	Santa Monica	Blvd	N/W	Corner of Santa Monica Blvd & Fuller Ave	City Barrel

7414	W	Santa Monica	Bldv	South Side of S.M.	Between Martel Ave & Vista St	City Barrel
7450	W	Santa Monica	Bldv	S/E	Corner of Santa Monica Blvd & Vista St	City Barrel
7494	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Vista St	City Barrel
7505	W	Santa Monica	Bldv	N/W	Bus Stop of Santa Monica Blvd & Gardner St	City Barrel
7544	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Sierra Bonita Ave	City Barrel
7548	W	Santa Monica	Bldv	S/E	Corner of Santa Monica Blvd & Curson Ave	City Barrel
7607	W	Santa Monica	Bldv	N/W	Corner of Santa Monica Blvd & Curson Ave	City Barrel
7617	W	Santa Monica	Bldv	North Side of S.M.	Bus Stop Between Stanley Ave & Curson Ave	City Barrel
7624	W	Santa Monica	Bldv	South Side of S.M.	Between Curson Ave & Stanley Ave	City Barrel
7700	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Stanley Ave	City Barrel
7722	W	Santa Monica	Bldv	S/W	Bus Stop of Santa Monica Blvd & Spaulding Ave	City Barrel
7753	W	Santa Monica	Bldv	N/W	Corner of Santa Monica Blvd & Genesee Ave	City Barrel
7777	W	Santa Monica	Bldv	N/E	Corner of Santa Monica Blvd & Ogden Dr	City Barrel
7827	W	Santa Monica	Bldv	N/E	Corner of Santa Monica Blvd & Orange Grove Ave	City Barrel
7862	W	Santa Monica	Bldv	South Side of S.M.	Between Orange Grove Ave & Fairfax Ave	City Barrel
7870	W	Santa Monica	Bldv	S/E	Corner of Santa Monica Blvd & Fairfax Ave	City Barrel
7871	W	Santa Monica	Bldv	N/E	Bus Stop of Santa Monica Blvd & Fairfax Ave	City Barrel/Big Belly Barrel
7900	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Fairfax Ave	Big Belly Barrel
7901	W	Santa Monica	Bldv	N/W	Bus Stop of Santa Monica Blvd & Fairfax Ave	City Barrel
7935	W	Santa Monica	Bldv	N/E	Corner of Santa Monica Blvd & Hayworth Ave	City Barrel
7950	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Hayworth Ave	City Barrel

7969	W	Santa Monica	Bldv	N/E	Corner of Santa Monica Blvd & Edinburgh Ave	City Barrel
7970	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Edinburgh Ave	City Barrel
8025	W	Santa Monica	Bldv	N/E	Bus Stop of Santa Monica Blvd & Crescent Heights Blvd	City Barrel
8038	W	Santa Monica	Bldv	S/E	Bus Stop of Santa Monica Blvd & Crescent Heights Blvd	City Barrel
8136	W	Santa Monica	Bldv	S/E	Corner of Santa Monica Blvd & Havenhurst Dr	City Barrel
8141	W	Santa Monica	Bldv	N/W	Corner of Santa Monica Blvd & Crescent Heights Blvd	City Barrel
8205	W	Santa Monica	Bldv	N/W	Bus Stop of Santa Monica Blvd & La Jolla Ave	City Barrel
8224	W	Santa Monica	Bldv	S/E	Bus Stop of Santa Monica Blvd & La Jolla Ave	City Barrel
8270	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Harper Ave	City Barrel
8291	W	Santa Monica	Bldv	N/E	Corner of Santa Monica Blvd & Sweetzer Ave	City Barrel
8300	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Sweetzer Ave	City Barrel
8315	W	Santa Monica	Bldv	N/W	Bus Stop of Santa Monica Blvd & Sweetzer Ave	City Barrel
8350	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Kings Rd	City Barrel
8351	W	Santa Monica	Bldv	N/W	Corner of Santa Monica Blvd & Flores St	City Barrel
8400	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Orlando Ave	City Barrel
8409	W	Santa Monica	Bldv	N/W	Corner of Santa Monica Blvd & Kings Rd	City Barrel
8430	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Croft Ave	City Barrel
8460	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Alfred St	City Barrel
8490	W	Santa Monica	Bldv	S/E	Bus Stop of Santa Monica Blvd & La Cienega Blvd	City Barrel
8491	W	Santa Monica	Bldv	N/E	Bus Stop of Santa Monica Blvd & La Cienega Blvd	City Barrel
8500	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & La Cienega Blvd	City Barrel

8513	W	Santa Monica	Bldv	N/W	Corner of Santa Monica Blvd & La Cienega Blvd	City Barrel
8570	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & West Knoll Dr	City Barrel
8595	W	Santa Monica	Bldv	N/E	Corner of Santa Monica Blvd & Westmount Dr	City Barrel
8612	W	Santa Monica	Bldv	S/E	Corner of Santa Monica Blvd & Westbourne Dr	City Barrel
8617	W	Santa Monica	Bldv	North Side of S.M.	Between Westbourne Dr & Westmount Dr	Big Belly Barrel
8631	W	Santa Monica	Bldv	N/E	Bus Stop of Santa Monica Blvd & Westbourne Dr	City Barrel
8701	W	Santa Monica	Bldv	N/W	Corner of Santa Monica Blvd & Westbourne Dr	Big Belly Barrel
8704	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Westbourne Dr	City Barrel
8730	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & Hancock Ave	City Barrel
8759	W	Santa Monica	Bldv	N/W	Bus Stop of Santa Monica Blvd & Hancock Ave	Big Belly Barrel
8797	W	Santa Monica	Bldv	N/E	Corner of Santa Monica Blvd & Palm Ave	Big Belly Barrel
8800	W	Santa Monica	Bldv	South Side of S.M.	In Front of Metro Station	City Barrel
8810	W	Santa Monica	Bldv	South Side of S.M.	Corner of Santa Monica Blvd & Palm Ave	City Barrel
8811	W	Santa Monica	Bldv	N/E	Corner of Santa Monica Blvd & Larrabee St	Big Belly Barrel
8851	W	Santa Monica	Bldv	N/W	Corner of Santa Monica Blvd & Larrabee St	Big Belly Barrel
8870	W	Santa Monica	Bldv	S/E	Bus Stop of Santa Monica Blvd & San Vicente Blvd	City Barrel
8871	W	Santa Monica	Bldv	N/E	Corner of Santa Monica Blvd & San Vicente Blvd	Big Belly Barrel
8900	W	Santa Monica	Bldv	S/W	Corner of Santa Monica Blvd & San Vicente Blvd	Big Belly Barrel
8911	W	Santa Monica	Bldv	N/W	Corner of Santa Monica Blvd & San Vicente Blvd	Big Belly Barrel
8918	W	Santa Monica	Bldv	South Side of S.M.	Between San Vicente Blvd & Robertson Blvd	Big Belly Barrel
8919	W	Santa Monica	Bldv	N/E	Bus Stop of Santa Monica Blvd & Hilldale Ave	Big Belly Barrel

8948	W	Santa Monica	Blvd	S/E	Corner of Santa Monica Blvd & Robertson Blvd	City Barrel
8949	W	Santa Monica	Blvd	N/E	Corner of Santa Monica Blvd & Robertson Blvd	Big Belly Barrel
8954	W	Santa Monica	Blvd	S/W	Corner of Santa Monica Blvd & Robertson Blvd	Big Belly Barrel
8969	W	Santa Monica	Blvd	N/E	Bus Stop of Santa Monica Blvd & Ramage St	City Barrel
9000	W	Santa Monica	Blvd	S/W	Bus Stop of Santa Monica Blvd & La Peer St	City Barrel
9033	W	Santa Monica	Blvd	N/E	Corner of Santa Monica Blvd & Willey Ln	City Barrel
9077	W	Santa Monica	Blvd	North Side of S.M.	Between Doheny Dr & Nemo St	City Barrel
9080	W	Santa Monica	Blvd	S/E	Bus Stop of Santa Monica Blvd & Doheny Dr	City Barrel
9089	W	Santa Monica	Blvd	N/W	Bus Stop of Santa Monica Blvd & Doheny Dr	City Barrel
8200-8228		Santa Monica	Blvd	Alley	Alley South of S.M. Between La Jolla Ave & Kilkea Dr	City Barrel
625	N	San Vicente	Blvd	N/W	Bus Stop of San Vicente Blvd & Melrose Ave	City Barrel
622	N	San Vicente	Blvd	N/E	Bus Stop of San Vicente Blvd & Melrose Ave	City Barrel
864	N	San Vicente	Blvd	S/E	Bus Stop of San Vicente Blvd & Cynthia Ave	City Barrel
8439	W	Sunset	Blvd	North Side of Sunset	Corner of Sunset Blvd & Olive Dr	City Barrel
8501	W	Sunset	Blvd	N/W	Corner of Sunset Blvd & Miller Dr	City Barrel
8787	W	Sunset	Blvd	N/E	Corner of Sunset Blvd & Holloway Dr	City Barrel
8873	W	Sunset	Blvd	N/E	Bus Stop of Sunset Blvd & Clark St	City Barrel
8901	W	Sunset	Blvd	N/W	Corner of Sunset Blvd & Clark St	City Barrel/Big Belly Barrel
8981	W	Sunset	Blvd	W/E	Corner of Sunset Blvd & Hammond St	City Barrel
9059	W	Sunset	Blvd	N/E	Bus Stop of Sunset Blvd & Doheny Dr	City Barrel
9229	W	Sunset	Blvd	N/W	Bus Stop of Sunset Blvd & Doheny Dr	City Barrel
9200	W	Sunset	Blvd	S/W	Bus Stop of Sunset Blvd & Cory Ave	City Barrel
9100	W	Sunset	Blvd	S/W	Bus Stop Sunset Ave & Doheny Dr	City Barrel
9000	W	Sunset	Blvd	S/W	Bus Stop of Sunset Blvd & Hammond St	City Barrel
8920	W	Sunset	Blvd	S/E	Corner of Sunset Blvd & Hilldale Ave	City Barrel

8906	W	Sunset	Bldv	S/W	Bus Stop of Sunset Blvd & San Vicente Blvd	City Barrel
8878	W	Sunset	Bldv	S/E	Corner of Sunset Blvd & San Vicente Blvd	City Barrel
8850	W	Sunset	Bldv	S/W	Corner of Sunset Blvd & Larrabee St	City Barrel
8788	W	Sunset	Bldv	S/E	Bus Stop of Sunset Blvd Horn Ave	City Barrel
8608	W	Sunset	Bldv	S/E	Bus Stop of Sunset Blvd & Sunset Pl	City Barrel
8410	W	Sunset	Bldv	S/W	Corner of Sunset Blvd & Kings Rd	City Barrel
8300	W	Sunset	Bldv	S/W	Bus Stop of Sunset Blvd & Sweetzer Ave	City Barrel
1072		Sweetzer	Ave	S/E	Bus Stop of Sweetzer & Santa Monica	City Barrel
157	N	Robertson	Bldv	S/W	Bus Stop of Robertson Blvd & Beverly Blvd	City Barrel
450	N	Robertson	Bldv	N/E	Corner of Robertson Blvd & Dorrington Ave	City Barrel
692	N	Robertson	Bldv	S/E	Corner of Santa Monica Blvd & Robertson Blvd	City Barrel
661	N	Robertson	Bldv	West Side of Robertson	Between Santa Monica Blvd & Melrose Ave	City Barrel
621	N	Robertson	Bldv	West Side of Robertson	Between Santa Monica Blvd & Melrose Ave	City Barrel

Attachment 3**Exhibit 3 (Approved Facilities)**

Exhibit 3 APPROVED FACILITIES	
1. Refuse (Disposal)	
Name of Facilities:	Mid-Valley Landfill (San Bernardino County) - Primary San Timoteo Landfill (SBC) - Primary Victorville Landfill (SBC) - Primary Chiquita Canyon Landfill - Backup Puente Hills Landfill - Backup Sunshine Canyon Landfill - Backup
2. Mixed Waste Processing	
Name of Facilities:	Athens MRF (Industry) Crown Recycling Services, LLC
3. Source-Separated Recyclable Materials Processing	
Name of Facilities:	Athens MRF (Industry) Athens MRF (Sun Valley) Allan Company Sun Valley Paper Stock
4. Organics	
Name of Facilities:	Crown Recycling Services, LLC Recology Blossom Valley Organics (Lamont) American Organics
5. Construction and Demolition Debris Processing	
Name of Facilities:	Crown Recycling Services, LLC Construction & Demolition Recycling*

**Reflects current construction and demolition (C&D) approved diversion rate. Should the diversion rate at this facility change to no longer meet CITY's required diversion, an alternative facility may need to be identified.*

Attachment 4

Exhibit 9 (Performance Review Methodology)

Exhibit 9
PERFORMANCE REVIEW METHODOLOGY

1. Performance Review Methodology

The purpose of the Performance Review will be for CITY (or its designated consultant) to determine CONTRACTOR's level of compliance with its obligations as specified under the terms and conditions of this Agreement. The compliance checklist that will guide the Performance Review is listed in Section 2 of this Exhibit 9.

CITY (or its designated consultant) may utilize a variety of methods in the execution of the Performance Review, including analysis of relevant documents, on-site and field observations, and interviews.

CITY (or its designated consultant) will review and document the items in the Agreement that require CONTRACTOR to meet specific performance standards, submit information or reports, perform additional services, or document operating procedures, that can be objectively evaluated. CONTRACTOR's information required as part of the compliance checklist will include supporting documentation and findings tracked for each of the identified items.

On-site and field observations by CITY (or its designated consultant) may include, but are not necessarily limited to:

- Interviews and discussions with CONTRACTOR's administration and management personnel;
- Review and observation of CONTRACTOR's customer service functions and structure;
- Review of public education and outreach materials;
- Interviews and discussions with CONTRACTOR's financial and accounting personnel;
- Interviews with route dispatchers, field supervisors and managers;
- Interviews with route drivers;
- Interviews with vehicle maintenance staff and observation of maintenance practices; and
- Review of on-route collection services, including observation of driver performance and collection productivity and visual inspection of residential routes before and after collection to evaluate cart placement and cleanliness of streets.

The Performance Review will specifically include a determination of CONTRACTOR's compliance with the Diversion Requirement of Article 6, and the public outreach and education requirements of Article 16.

As stated above, CITY (or its designated consultant) may review the customer service functions and structure utilized by CONTRACTOR. This may include CONTRACTOR's protocol for addressing customer complaints and service interruption procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and addressing complaints.

Exhibit 9
PERFORMANCE REVIEW METHODOLOGY

2. Agreement Compliance Checklist

Primary Issue	#	Compliance Category	Item Description	Section	Pg.
Recitals					
N	1	Recitals	CONTRACTOR has agreed to provide such services as are necessary or desirable to ensure CITY complies with the requirements of AB 341, AB 939, AB 1594, AB 1826, and Public Resources Code Section 40000, et seq.	Recitals	8
Article 1. Definitions					
Article 2. Term of Agreement					
N	2	Education and Outreach Payments	CONTRACTOR shall, on June 30, 2023, and continuing on June 30 of each subsequent year, pay CITY \$200,000 (as adjusted annually by Trash CPI + one percent (1%), not to exceed eight percent (8%) per year to use on education and outreach, or any purpose allowed by law. .	2.02	18
Article 3. Grant of Franchise					
Article 4. General Requirements Applicable to Services Provided by CONTRACTOR					
N	3	Service Standards	CONTRACTOR shall perform all Collection Services under this Agreement in a professional manner, consistent with the standards applicable in its industry, regardless of weather conditions or difficulty of Collection, unless determined it would be unsafe for CONTRACTOR's employees to do so.	4.01	23
N	4	Labor and Equipment	CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR's obligations under this Agreement.	4.02	23
N	5	Collection Schedule	CONTRACTOR shall establish Collection routes and schedules such that Customers will have not less than one established Collection day each week.	4.03	23
N	6	Collection Schedule Notice	CONTRACTOR shall provide notice to each Customer of its established Collection day(s), and provide at one week's notice to Customers of any changes.	4.03	23
N	7	Coordination With Street Sweeping Services	CONTRACTOR shall make reasonable efforts to coordinate route schedules with CITY's street sweeping schedule. CONTRACTOR shall provide all routes and route schedules to CITY and work with CITY to resolve conflicts with street sweeping schedules.	4.04	23
N	8	Holiday Service	If the regularly scheduled Collection day falls on a Holiday listed in Section 4.05, Holiday Service, CONTRACTOR shall perform Collection on the following Monday.	4.05	23
Y	9	Commingling of Materials	CONTRACTOR shall not at any time commingle any Solid Waste Collected pursuant to this Agreement with any other material Collected by CONTRACTOR inside or outside the City of West Hollywood without the express prior written authorization of the Agreement Administrator.	4.07	24
N	10	Spillage and Litter	CONTRACTOR shall not litter, shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from CONTRACTOR'S vehicle, shall exercise all reasonable care and diligence as to prevent spilling or dropping of Solid Waste and shall immediately, at the time of occurrence, clean up such spilled or dropped Solid Waste.	4.08	24

Exhibit 9					
PERFORMANCE REVIEW METHODOLOGY					
N	11	Report of Accumulation of Refuse	CONTRACTOR shall direct its drivers to note (1) the addresses of any Premises at which they observe that Refuse is accumulating and not being Collected, and (2) the address or location description at which Refuse has been dumped in an apparently unauthorized manner, within five (5) working days of such observation, to CITY.	4.10	24
N	12	Non-Collection	In the event of non-collection, CONTRACTOR shall affix to the Container a Non-Collection Notice explaining why Collection was not made, and shall maintain a copy of such notices during the term of this Agreement.	4.11	24
N	13	Warning Notice	CONTRACTOR shall place a red tag or other warning notice approved by CITY on all Recyclable loads that are contaminated, indicating to the Customer why the load was not recycled. CONTRACTOR shall notify CITY on a monthly basis of any warning notices issued, provide copies of such warnings to CITY upon request, and should not remove Recycling Containers without prior written CITY authorization.	4.12	24
N	14	Hazardous Waste Inspection and Reporting	CONTRACTOR shall maintain a training program that will assist its employees in identifying and properly disposing of any Hazardous Waste.	4.13	24
N	15	Hazardous Waste Diversion Records	CONTRACTOR shall maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste and which was inadvertently Collected from Customers within CITY, but diverted from landfilling.	4.14	25
N	16	Access to Security Buildings	CONTRACTOR is responsible for obtaining and securing keys and remote controls used to gain access to security buildings, and is responsible for closing and locking all doors. CONTRACTOR is responsible for the cost of misplacing key or remote control. CONTRACTOR shall establish a coding system for key/remote identification to safeguard against address identification if key or remote is lost.	4.15	25
N	17	Scout Services	CONTRACTOR shall provide "scout" services, as deemed necessary by CONTRACTOR or upon Customer request, to position Containers for proper Collection. If positioning a Container is required, the Containers shall not be left in a location that will obstruct traffic, access through the public right-of-way, or accessibility ramps and routes.	4.16	25
N	18	Walk-Out Service	Beginning July 1, 2027, or as sooner determined by CITY, for Customers not eligible to receive Walk-Out SFD and MFD Collection Services at no additional cost, CONTRACTOR shall provide Walk-Out SFD and MFD Collection Services to any Customer who requests such service for a fee.	4.17	25
Article 5: Compensation and CONTRACTOR Rates					
N	19	Billing by CITY and CONTRACTOR	CITY will Bill Customers for SFD Collection Services. CONTRACTOR will Bill Customers for all other Collection Services in accordance with Section 5.03. CONTRACTOR shall invoice CITY on the 25th of each month for services to be provided to these Customers the following month.	5.01	25
Y	20	CONTRACTOR Compensation	CONTRACTOR shall impose no other charges not contained within the Maximum Service Rates for services provided to Customers unless approved by CITY Manager for all Collection Services.	5.02	25

Exhibit 9
PERFORMANCE REVIEW METHODOLOGY

N	21	Billing by CONTRACTOR	CONTRACTOR will Bill Customers directly for all services other than Single Family Solid Waste Collection Services monthly, but no sooner than the first of the month for which service is being Billed, with payment due no sooner than the last day of the month for which service is being Billed. CONTRACTOR shall provide Customers with itemized Bills. Billings may not contain the designation "payable upon receipt," and instead shall contain a due date, which date shall not be earlier than the last day of the period for which services are provided.	5.03	25
N	22	Senior Citizen Discount	CONTRACTOR shall offer a ten percent (10%) service fee discount to property owners who those who are considered Senior Citizens in accordance with Section 5.03.1.1, and shall notify all such Customers in writing of the availability and amount of the following discounts at least once per year.	5.03.1.1	26
N	23	Low-Income Discount	CONTRACTOR shall offer a ten percent (10%) service fee discount to property owners who those who are considered Low-Income in accordance with Section 5.03.1.2, and shall notify all such Customers in writing of the availability and amount of the following discounts at least once per year.	5.03.1.2	26
N	24	Partial Month Service	CONTRACTOR shall reimburse Customers that pay in advance for service not used, on a prorated daily basis, within 30 days of the Customer terminating service.	5.03.2	26
N	25	Non-Payment, Collections, Suspension of Service	CONTRACTOR may not discontinue service to Multi-family Customers.	5.04	26
N	26	Non-Payment, Collections, Suspension of Service	In the event of a Billing dispute or to avoid negatively impacting public health or safety, CONTRACTOR shall continue to provide service to any Customer if directed to do so by CITY without regard to the status of said Customer account.	5.04	26
Y	27	Review of Billings	CONTRACTOR shall review each Customer's account annually, and submit to CITY a written report of its annual review of all Customer accounts annually on the anniversary of the Effective Date of this Agreement. Results of this Billings review should be submitted as part of the CONTRACTOR Annual Route Audit Methodology described in Exhibit 10. CONTRACTOR shall maintain copies of all Billings as well as records of receipts from said Billings, each in chronological order, as required by Section 17.01 for inspection by CITY upon request.	5.04.1	27
N	28	Credit for Missed Pickups	CONTRACTOR shall credit Customers for missed pickups, provided that the pickup was not made up within 24 hours. In addition to crediting these Customers for service not received, CONTRACTOR shall still pay CITY administrative charges as indicated in Section 18.02.	5.05	27
Y	29	Franchise Fee Payments	Throughout the term of this Agreement CONTRACTOR shall pay to CITY a franchise fee in an amount equal to 10% of the Gross Receipts derived by CONTRACTOR from services Billed by CONTRACTOR.	5.06.1	27
N	30	Franchise Fee Payment: Time and Method of Payment	If the franchise fee is not paid on or before the thirtieth (30th) day following the end of the calendar quarter, CONTRACTOR shall pay to CITY a penalty in an amount equal to ten percent (10%) of the amount owing for that quarter, plus twelve percent (12%) interest per annum prorated to each day of delinquency.	5.06.3	27
Y	31	AB 939 Fee Amount	CONTRACTOR shall pay an AB 939 Fee to CITY in the amount of \$126,340.92 in 2015, adjusted annually as set forth herein by July 1st of each subsequent year.	5.06.2	27

Exhibit 9					
PERFORMANCE REVIEW METHODOLOGY					
N	32	AB 939 Fee Amount: Time of Payment	If the AB 939 Fee is not paid by July 31st of each Agreement Year, CONTRACTOR shall pay to CITY a penalty in an amount equal to ten percent (10%) of the amount owing for that year, plus twelve percent (12%) interest per annum prorated to each day of delinquency.	5.06.3	27
N	33	Times and Method of Payment	CONTRACTOR shall maintain copies of all Billing and Collection records for five (5) years, following the date of Billing, for inspection and verification by CITY at any reasonable time upon request.	5.06.3	27
N	34	Review of Adjustments To Maximum Service Rates	On March 1, 2023 and each March 1st thereafter, CONTRACTOR shall submit a written request to CITY for an adjustment allowed under Sections 5.07.1 and 5.07.2 in the Maximum Service Rates to CITY in a form approved by CITY, including the basis and calculations for the increase, and a complete schedule of the requested Maximum Service Rates. CONTRACTOR shall be responsible for all written notifications to Customers, property owners, and tenants responsible for solid waste bills of adjustments at least thirty (30) days before the effective date of the adjustment pursuant to Government Code Section 53756.	5.07.4	28
N	35	Detailed Rate Review	If a Detailed Rate Review is requested in accordance with the Detailed Rate Review Methodology as specified in Exhibit 8, CONTRACTOR shall pay the cost for the Detailed Rate Review and the cost of such a Detailed Rate Review is not an allowable pass-through cost.	5.08	29
N	36	Supporting Information	Detailed Rate Review requests shall be accompanied by a copy of CONTRACTOR's certified annual financial statements for West Hollywood prepared by a Certified Public Accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and Regulations of the State Board of Accountancy," as established by the California Code of Regulations, Title 16, Chapter I.	5.08.1	29
Y	37	Grants	In the event that CONTRACTOR receives grant funding for services or equipment to be used for services pursuant to this Agreement, CONTRACTOR shall notify CITY of receipt of any such grant funds. The total amount of CONTRACTOR compensation shall be reduced by an amount equal to 50% of the amount of any such grant received from Federal, State or local agencies other than CITY, and by an amount equal to 100% of the amount of any such grant received from CITY.	5.09	29
N	38	Discretionary Adjustments	For each request for a discretionary adjustment to the Maximum Service Rates brought pursuant to this Section, CONTRACTOR shall prepare a schedule documenting the extraordinary costs.	5.01	29
Article 6: Diversion Requirements and Guarantee					
NA	39	CONTRACTOR'S Diversion Requirement	CONTRACTOR shall divert fifty percent (50%) of the Solid Waste generated in CITY during each year of the Agreement.	6.01	30
Y	40	Calculation of Diversion; Reporting	CONTRACTOR shall provide documentation to the CITY within 20 days of the end of each calendar quarter stating and supporting that quarter's diversion rate.	6.01.2	31
N	41	Use of Transformation Facility	CONTRACTOR may direct up to ten percent (10%) of CITY's total waste stream to a waste-to-energy facility for diversion purposes provided that such diversion is allowable and deemed to be diversion by CalRecycle. CONTRACTOR is not entitled to any additional compensation associated with use of any Transformation Facility unless approved by CITY as part of a Detailed Rate Review in accordance with Section 5.08 of this Agreement.	6.01.3	31

Exhibit 9 PERFORMANCE REVIEW METHODOLOGY					
Y	42	End Uses for Green Waste	CONTRACTOR shall divert Green Waste materials Collected through weekly Cart and bundle Collection, holiday tree Collection, Roll-Off Container Collection, and mixed waste processing (if applicable) from disposal.	6.01.4	31
Y	43	End Uses for Green Waste	CONTRACTOR must provide end uses for Green Waste that maximizes diversion credits for CITY according to regulations established by the CalRecycle.	6.01.4	31
Y	44	Use of Alternative Daily Cover (ADC)	CONTRACTOR shall divert through uses other than as Alternative Daily Cover (ADC) whenever feasible.	6.01.4	32
Y	45	Bulky Item Diversion	Bulky Items Collected by CONTRACTOR under this Agreement may not be landfilled or disposed of until the following hierarchy of diversion efforts outlined in Section 6.02.1 has been followed by CONTRACTOR.	6.02.1	32
Y	46	Compliance with C&D Diversion Requirements	CONTRACTOR shall comply with the requirements of CITY's Construction and Demolition Waste diversion ordinance, and Applicable Law. CONTRACTOR shall assist Customers with compliance by diverting Construction and Demolition Waste to the maximum extent feasible and by providing receipts for all materials Collected.	6.02.2	32
Y	47	Warranties and Representations	CONTRACTOR warrants and represents that it is aware of and familiar with CITY's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure CITY will meet or exceed the Diversion Requirement as set forth in the Agreement, and comply with Applicable Laws governing CONTRACTOR's obligations under this Agreement (including AB 341, AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383 and their implementing regulations),, without imposing any costs or fees other than the Maximum Service Rates.	6.03	32
Y	48	Mutual Cooperation	CITY and CONTRACTOR shall reasonably cooperate in good faith with all efforts by each other to meet CITY's diversion and other compliance requirements imposed by AB 939 and other Applicable Laws, and to meet CONTRACTOR'S obligations under CONTRACTOR'S Diversion Requirement.	6.04	32
Agreement/ Warrant/ Guarantee	49	Guarantee and Indemnification	CONTRACTOR warrants and guaranties that (i) both it and CITY will at all times be in compliance with the requirements of the Applicable Laws and (ii) CITY will meet or exceed the diversion requirements set forth in CONTRACTOR'S Diversion Requirement and the Applicable Laws	6.05	33
Agreement/ Warrant/ Guarantee	50	Guarantee and Indemnification	CONTRACTOR agrees that it will at its sole cost and expense: To the extent legally permitted, defend, indemnify, and hold harmless CITY and CITY's agents from and against all fines and/or penalties and other liabilities which may be imposed a regulatory agency if: (1) CONTRACTOR fails to timely provide information which delays CITY from submitting reports in a timely manner; or (2) the Diversion Requirement or the requirements of Applicable Laws are not met.	6.05.1	33

Exhibit 9					
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Agreement/ Warrant/ Guarantee	51	Guarantee and Indemnification	CONTRACTOR agree to: (a) Assist CITY in responding to inquiries from any regulatory agency, (b) Assist CITY in preparing and participating in CalRecycle's biannual review of CITY's SRRE, (c) Assist CITY in applying for any extension if so directed by CITY; (d) Assist CITY in any hearing conducted by any regulatory agency relating to CITY's compliance with the Applicable Laws; (e) Assist CITY with the development of a public awareness and education program; (e) Provide CITY with technical assistance needed to comply with the Applicable Laws; (f) Defend CITY and CITY's officials, employees, and agents against the imposition of fines/penalties/liabilities, issued by CalRecycle pursuant to the Applicable Laws (g) Be responsible for and pay, any fees/penalties/costs imposed against CITY by CalRecycle, and indemnify and hold harmless CITY from and against any fines/penalties/liabilities levied against it for violation of Applicable Laws related to CONTRACTOR's performance of its obligations under this Agreement.	6.05.1	33
Agreement/ Warrant/ Guarantee	52	Waste Reduction and Program Implementation	CONTRACTOR shall implement the programs identified in the Source Reduction and Recycling Element (SRRE) and Household Hazardous Wastes Element (HHWE) of the CITY's General Plan, and will implement any additional diversion programs required to meet CONTRACTOR's Diversion Requirements. CONTRACTOR shall be responsible for providing data and information, cooperating, and assisting CITY with the preparation of, all reports and other information as may be required by any agency, including specifically, the State of California, in order to comply with AB 939 and other Applicable Laws.	6.06	34
Agreement/ Warrant/ Guarantee	53	Waste Generation/ Characterization Studies	CONTRACTOR agrees to participate and cooperate with CITY to accomplish studies and data collection and prepare reports to satisfy the requirements of the Applicable Laws.	6.07	34
Agreement/ Warrant/ Guarantee	54	Implementation of Additional Diversion Services	If CITY determines CONTRACTOR has not fulfilled the Diversion Requirement and directs CONTRACTOR to perform additional services or modify the manner in which it performs existing services, CONTRACTOR agrees to do so at no additional charge.	6.08	34
Article 7: Service Units					
N	55	Additions and Deletions	CONTRACTOR shall provide services described in this Agreement to new Service Units in CONTRACTOR'S Service Area within five (5) Work Days of receipt of notice from CITY or new Service Unit to begin such Service.	7.02.1	35
N	56	Annexation	If additional territory within or adjacent to CONTRACTOR'S Service Area is acquired by CITY through annexation, CONTRACTOR agrees to provide Collection Services in such annexed area in accordance with the provisions and service rates set forth in this Agreement within five (5) Work Days of notice from CITY, and not begin Collection Service without written CITY authorization.	7.03	35
N	57	Route Map Update	CONTRACTOR shall revise the Service Unit route maps to show the addition of Service Units added due to annexation and shall provide such revised maps to the Agreement Administrator as requested.	7.04	35
Article 8. Flow Control					
N	58	Flow Control	CONTRACTOR expressly consents to CITY's ability to direct the location for disposal or processing of Solid Waste hereunder, and waives any and all rights to challenge CITY's ability to do so, including without limitation, any rights under the Commerce Clause of the United States Constitution.	8.01.2	35
Article 9. Processing and Disposal					

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PERFORMANCE REVIEW METHODOLOGY					
Y	59	Disposal Facility	All Refuse Collected as a result of performing Collection Services shall be transported to, and delivered on the same day as Collection, at the Disposal Facility listed in Exhibit 3. In the event the Disposal Facility is closed on a Work Day, CONTRACTOR shall transport and dispose of the Refuse at such other legally permitted disposal facility as is approved by CITY.	9.01.2	36
N	60	Status of Disposal Site	Any Disposal Facility utilized by CONTRACTOR shall be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15").	9.01.2.1	36
N	61	Status of Disposal Site	Any such landfill has been issued all permits from federal, state, regional, county and city agencies necessary for it to operate as a Class III Sanitary Landfill and is in full regulatory compliance with all such permits.	9.01.2.1	36
Agreement/ Warrant/ Guarantee	62	Disposal Priority and Capacity Agreement	CONTRACTOR warrants and guarantees CITY that its Facilities listed in Exhibit 3 will have capacity for all Refuse Collected by CONTRACTOR pursuant to this Agreement throughout the term hereof. CONTRACTOR will either retain ownership of this facility, or obtain and/ or retain contracts with this facility guaranteeing such capacity for the term of this Agreement.	9.01.2.2	36
N	63	Disposal Priority and Capacity Agreement	CONTRACTOR shall be solely responsible for transfer and disposal of residual waste from this facility to the Disposal Facility.	9.01.2.2	36
Y	64	Organic Waste Processing Facility	CONTRACTOR shall deliver all Collected Organic Waste to a fully permitted Organic Waste Processing Facility listed in Exhibit 3 within twenty-four (24) hours of Collection. In the event the facility is closed on a Work Day, CONTRACTOR shall transport and deliver the Organic Waste to such other legally permitted facility as is approved by CITY.	9.01.3	36
Y	65	Materials Recovery Facility	All Recyclable Materials Collected as either Source Separated Recyclables are as mixed waste a result of performing SFD, MFD, Commercial and City Recycling Services shall be delivered to the Materials Recovery Facility (MRF) listed in Exhibit 3. In the event the MRF is closed on a Work Day, CONTRACTOR shall transport and deliver the Recyclable Materials to such other legally permitted MRF as is approved by CITY.	9.01.4	36
Y	66	Transformation Facility	Any Transformation Site utilized by CONTRACTOR, shall be designed and constructed in accordance with applicable federal, State, regional, County and City laws, and shall have been issued all permits from all agencies necessary for it to operate as a Transformation Facility and shall be in full regulatory compliance with all such permits.	9.01.5	36
N	67	Marketing and Sale of Recyclable Material	CONTRACTOR shall be responsible for marketing and sale of all Recyclable Materials Collected pursuant to this Agreement.	9.02	37
Article 10. SFD Collection Services					
N	68	Provision of Carts for SFD Service Units	CONTRACTOR shall provide each Customer at a SFD Service Unit with one Refuse Cart, one Recycling Cart, and one Organic Waste Cart.	10.01	37
Y	69	SFD Use of Existing Carts	CONTRACTOR shall replace the Carts in accordance with the Replacement Schedule set forth in Exhibit 6.	10.01.1	37
N	70	SFD Collection Requirement	CONTRACTOR shall provide SFD Collection Service to all Customers at SFD Service Units in the Service Area not less than once per week, at rates that do not exceed the Maximum Service Rates, with all Collection Services on the same Work Day.	10.03	37

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N	71	SFD Walk-Out Service	CONTRACTOR shall provide "Walk-Out SFD Collection Services" to a SFD Service Unit when requested on the same Work Day that curbside Collection would otherwise be provided to the SFD Service Unit, at no additional cost to the SFD Service Unit meeting the criteria outlined in Section 10.04.2.1.	10.04	37
Y	72	SFD Hours and Days of Collection	Except as provided in Section 4.05, SFD Collection Service shall be provided, commencing no earlier than 7:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday.	10.05	38
N	73	SFD Manner of Collection	CONTRACTOR shall provide SFD Collection Service with as little disturbance as possible and shall leave any Cart in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mailboxes.	10.06	38
N	74	SFD, MFD, Commercial Replacement of Refuse, Recycling, and Organic Waste Carts	Any Cart damaged by CONTRACTOR shall be replaced by CONTRACTOR, at CONTRACTOR'S expense, on or before the next service date at no cost or inconvenience to the Customer.	10.07	38
N	75	SFD, MFD, Commercial Replacement of Refuse, Recycling, and Organic Waste Carts	Any Cart that has been stolen or damaged beyond repair through no fault of CONTRACTOR shall be replaced by Customer within five (5) Work Days upon notification to CONTRACTOR by CITY.	10.07	38
N	76	SFD, MFD, Commercial Replacement of Refuse, Recycling, and Organic Waste Carts	CONTRACTOR shall maintain records documenting all Cart replacements occurring on a monthly basis.	10.07	38
N	77	Repair of Refuse, Recycling and Organic Waste Carts	Within five (5) business days of being made aware of needed Cart repairs, CONTRACTOR shall either repair the damaged Cart or remove the Cart for repairs and deliver a replacement Cart to the Customer.	10.08	38
N	78	SFD Refuse Collection Service	CONTRACTOR shall provide all Customers at SFDs with one Refuse Cart and shall Collect all Refuse placed therein not less than once per week.	10.10.1	39
Y	79	SFD Refuse Overage	CONTRACTOR shall Collect all Refuse put out for Collection in addition to two pickups at no charge.	10.10.2	39
Y	80	SFD Refuse Overage	CONTRACTOR shall Collect all additional Refuse placed out for Collection in the Customer's own containers (bags, barrels, etc.) at no additional charge during the period beginning December 26 through the end of the holiday tree Collection period.	10.10.2	39
N	81	SFD Refuse Overage	CONTRACTOR will track overage pickups in its computer files.	10.10.2	39
Y	82	SFD Disposal Facility	In the event the Disposal Facility is closed on a Work Day, CONTRACTOR shall transport and dispose of the Solid Waste at such other legally permitted disposal facility as designated in writing by CITY.	10.10.3	39
N	83	SFD Recycling Service	CONTRACTOR shall provide all Customers at SFDs with a Recycling Cart, and shall Collect all Recyclable Materials placed therein not less than once per week on the same day as such Customers' Refuse Cart is Collected and deliver all Recyclable Materials Collected to a MRF as listed in Exhibit 3.	10.11.1	39

Exhibit 9 PERFORMANCE REVIEW METHODOLOGY					
N	84	SFD Recycling - Improper Procedure	CONTRACTOR shall, if practical, separate the Refuse or Organic Waste from the Recyclable Materials. The Recyclable Materials shall then be Collected and the Refuse or Organic Waste shall be left in the Recycling Cart along with a Non-Collection Notice.	10.11.2	40
Y	85	SFD Organic Waste Collection Service	CONTRACTOR shall provide all SFD Customers Organic Waste Services in accordance with Exhibit 13.	10.12.1	40
N	86	SFD Organic Waste Non-Collection	In the event of non-collection, CONTRACTOR shall affix to the Organic Waste Cart a Non-Collection Notice. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.	10.12.2	40
Y	87	Holiday Tree Collection Program	CONTRACTOR shall operate an annual holiday tree Collection program, beginning December 26" and continuing through 10:00 P.M. on the second Saturday in January, where Holiday trees placed out for Collection by Single Family and Multi-Family Customers shall be Collected by CONTRACTOR.	10.12.3	41
Y	88	SFD Bulky Item Collection Service	CONTRACTOR shall provide unlimited Bulky Item pickup service to all SFD Service Units at no additional charge.	10.13	41
Y	89	Disposal of Electronic Waste	CONTRACTOR shall divert Electronic Waste, or "E-Waste," Collected by taking these goods to a properly permitted facility, and not by landfilling.	10.14	41
Article 11. MFD Collection Services					
Y	90	MFD Source Separated Recycling Collection	CONTRACTOR will provide each building with a minimum capacity of two 96-gallon Recyclables Carts, but no less than the number of Carts in use prior to implementation of service under this Agreement. CONTRACTOR will provide 35, 64 and 96-gallon Carts, or 18-gallon crates, upon request to Multi-Family Customers for use Collecting Recyclable Materials inside multi-story complexes.	11.02	41
Y	91	MFD Source Separated Recycling Collection	CONTRACTOR must Collect Recyclables a minimum of once per week, wheel out Multi-family Recycling Carts and return the Carts to their storage location, and will Collect Recyclables more often at no additional charge if space does not permit Customer to store a sufficient amount of Recyclables Containers for the Customer to require only once per week Collection.	11.02	41
Y	92	MFD Source Separated Recycling Collection	CONTRACTOR shall notify all Customers via a mailed flyer each year of the availability of Recycling Collection programs.	11.02	41
Y	93	MFD Organic Waste Collection Service	CONTRACTOR shall provide Organic Waste Services to MFD Customers in accordance with Exhibit 13.	11.03.1	42
Y	94	Holiday Tree Collection Program	CONTRACTOR shall operate an annual holiday tree Collection program, beginning December 26" and continuing through 10:00 P.M. on the second Saturday in January, where Holiday trees placed out for Collection by Single Family and Multi-Family Customers shall be Collected by CONTRACTOR.	11.04	42

Exhibit 9 PERFORMANCE REVIEW METHODOLOGY					
N	95	MFD Manner of Collection	CONTRACTOR'S shall follow the regular walk for pedestrians while on private property and shall 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.	11.06	42
Y	96	MFD On-Call Bulky Item Pickup	CONTRACTOR shall provide unlimited Bulky Item pickup service to all MFD Service Units at no additional charge.	11.07	43
Article 12. Commercial Collection Services					
Y	97	Commercial and MFD Hours of Collection	Collection Services shall not start before 7:00 am or continue after 6:00 pm of any day.	12.02	43
N	98	Commercial Accessibility	CONTRACTOR shall Collect all Bins, Carts and Roll-Off Containers that are readily accessible to CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of Commercial Collection Services.	12.04	43
N	99	Commercial and MFD Locking Bins	All Bins shall have the ability to be locked should the Customer require locking lid service.	12.05	43
N	100	Commercial and MFD Manner of Collection	CONTRACTOR shall provide Commercial Collection Service with as little disturbance as possible and shall leave any Bins, Carts or Roll-Off Containers at the same point it originally located without obstructing alleys, roadways, driveways, sidewalks or mailboxes.	12.06	43
Y	101	Commercial and MFD Replacement/Cleaning of Bins	CONTRACTOR shall at Customer's request annually refurbish, replace, or steam clean as necessary all Bins and Roll-Off Containers at no charge to Customers.	12.07	43
N	102	Commercial and MFD Refuse Collection Service.	Commercial Refuse Collection Service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Customer and CONTRACTOR as long as the minimum frequency requirement is met.	12.09.1	44
N	103	Commercial and MFD Refuse Overflow	In the case of repeated overflows of Refuse, CONTRACTOR shall contact the Commercial Service Unit Customer to arrange for an appropriate change in Cart or Bin size, Collection frequency or both.	12.09.2	44
N	104	Commercial Recycling - Improper Procedure	CONTRACTOR shall, if practical, separate the Refuse or Organic Waste from the Recyclable Materials. The Recyclable Materials shall then be Collected and the Refuse or Organic Waste shall be left in the Recycling Cart along with a Non-Collection Notice.	12.10.2.1	45
Y	105	Commercial Organic Waste Collection Services	CONTRACTOR shall provide Organic Waste Services to Commercial Customers in accordance with Exhibit 13 .	12.11.1	45

Exhibit 9 PERFORMANCE REVIEW METHODOLOGY					
Y	106	Restaurant Food Waste Diversion Program.	CONTRACTOR shall Collect Refuse or Source Separated Organic Waste from all of CITY's food waste generating Commercial Customers on a separate route from other Refuse. A minimum of sixty-seven percent (67%) of food waste per year shall be recovered and diverted from restaurant food waste through this program.	12.11.2	45
Y	107	Restaurant Food Waste Diversion Program.	This program shall apply to Customers that received at least one (1) three-cubic-yard single-stream Container for Food Waste under CITY's Food Waste Diversion Program prior to November 1, 2022, and will continue to receive the same level of service after December 1, 2022.	12.11.2	46
Y	108	Restaurant Food Waste Diversion Program.	All food waste diversion program services are to be provided at no additional cost to CITY or Customers.	12.11.2	46
Y	109	Commercial On-Call Bulky Item Pickup	CONTRACTOR shall provide Commercial Bulky Item Collection Service to all Commercial Service Units in the Service Area at rates outlined in Exhibit 11.	12.12.1	46
Y	110	Commercial Permanent Roll-Off Container Service	CONTRACTOR shall direct 100% of the Refuse Collected from Permanent Compactors and Roll-Off Containers to a MRF for processing until directed otherwise by CITY. The processing will occur at the facility listed in Exhibit 3. A minimum of 30% of this 100% shall be diverted from landfilling. Increasing to 35% July 1, 2020, and 41% July 1, 2025.	12.13	46
Article 13. CITY Collection Services					
Y	111	CITY Collection Services	CONTRACTOR shall provide CITY Collection Services at all CITY Service Units at no cost to CITY and shall provide Containers for such service as CITY deems appropriate for each of its various Premises	13.01	47
Y	112	CITY Temporary Roll-Off Collection Service	CONTRACTOR shall provide temporary CITY Roll-Off Service to all CITY Service Units requesting such service at no charge to CITY.	13.02	47
Y	113	CITY Code Enforcement Clean-Up Services	CONTRACTOR shall provide CITY Collection Services to support Code Enforcement by providing Bins, Cart, or a Roll-Off Containers within twenty-four (24) hours of a request of the Agreement Administrator. CONTRACTOR shall transport and deliver the Collected Solid Waste to the appropriate facility.	13.03	47
Y	114	CITY Streetside Litter Container Collection and Container and Bench Cleaning	CONTRACTOR provides 32-gallon inserts that will be emptied as frequently as necessary to prevent overflow, but at least once per day. CONTRACTOR will wash and disinfect all such Containers and accompanying bus benches at least once per month.	13.04	47
Y	115	CITY Special Pickup/Abandoned Item Collection	CONTRACTOR will Collect all items abandoned in CITY's public right-of-ways, or on CITY's public property within 24 hours of notification from CITY to do so. CONTRACTOR shall not charge CITY for this service.	13.05	47
Y	116	CITY Special Event Collection Service	CONTRACTOR shall provide CITY Collection Services, as well as Containers for Refuse, Organic Waste and/or Recyclable Materials at all CITY-sponsored special events at no cost.	13.06	47
N	117	CITY Emergency Collection and Disposal Service	CONTRACTOR will assist CITY at CITY's request with emergency Collection and disposal service	13.07	48
Y	118	Bi-Annual Neighborhood Cleanup Campaign	CONTRACTOR shall conduct neighborhood clean-ups twice per year.	13.08	48

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N	119	Bi-Annual Neighborhood Cleanup Campaign	CONTRACTOR shall deliver Roll-off Containers to sites as directed by, process or dispose of all Collected Solid Waste, and replace Containers if necessary at no charge to CITY or Customers.	13.08	48
Y	120	Bi-Annual Neighborhood Cleanup Campaign	CONTRACTOR shall record the kinds and weights (in tons) of Solid Waste diverted, if any, during these cleanups from the landfill through Recycling, reuse, Transformation or other means of diversion.	13.08	48
Y	121	Maximize Diversion at Large Special Events	CONTRACTOR will work with large venue event organizers to develop recycling plans for events planned each year in CITY. CONTRACTOR will assist event organizers to incorporate "zero waste" focus and practices, track and report diversion, and other successes during events.	13.09	49
N	122	Additional Programs and Services	CONTRACTOR shall provide additional services and programs as requested by CITY.	13.10	49
Y	123	Pet Waste Services	CONTRACTOR shall provide Pet Waste Services at no charge to CITY in accordance with Exhibit 14.	13.11	49
N	124	Household Hazardous Waste Drop-off Event	CONTRACTOR shall host one (1) Household Hazardous Waste Drop-Off Event per year on a date, at a location and at a time selected by CITY at no charge to CITY or its residents.	13.12	49
Article 14. Collection Equipment and Personnel					
Y	125	Collection Vehicles	CONTRACTOR's Collection vehicles shall be maintained so as to both: (1) meet the highest industry standards with regards to efforts to prevent liquid from leaking and to the degree possible be "watertight" and "leak-proof", and (2) at all times comply with the provisions of all laws and regulations, including any applicable National Pollution Discharge Elimination Systems ("NPDES") permit, with regards to leaking of materials.	14.01	49
Y	126	Collection Vehicles	CONTRACTOR shall immediately clean up any spills from its Collection vehicles of which it becomes or is made aware, in a manner that complies with all Applicable Laws.	14.01	49
Y	127	Collection Vehicles	CONTRACTOR shall, at a minimum: notify the Agreement Administrator and applicable Hazardous Materials Management Agencies within one (1) hour of a spill or leak of any Hazardous Substance or Waste; clean up any spillage or litter caused by CONTRACTOR within ninety (90) minutes upon notice from CITY; and, to facilitate such cleanup, CONTRACTOR'S Collection vehicles shall at all times carry reasonable quantities of petroleum absorbent materials along with a broom and shovel.	14.01	49
N	128	Vehicle Registration, Licensing and Inspection	CONTRACTOR shall submit documentation to the Agreement Administrator to verify that each of CONTRACTOR'S Collection vehicles is in compliance with all registration, licensing and inspection requirements.	14.01.2	49
N	129	Vehicle Registration, Licensing and Inspection	CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements.	14.01.2	50
Y	130	Clean Air Vehicles	During the term of this Agreement, to the extent required by law, CONTRACTOR's Collection vehicles to be in full compliance with local, State and federal clean air requirements.	14.02	50
Y	131	Fuel Type	CONTRACTOR shall use compressed natural gas (CNG) as the fuel type for all its Collection vehicles, and to the extent practical CNG, bio-diesel or hybrid electric for all its support vehicles.	14.02.1	50

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Y	132	Best Available Technology	<p>CONTRACTOR's collection vehicle fleet shall utilize best available technology when providing integrated solid waste management services pursuant to this Agreement, consistent with CONTRACTOR'S fleet of collection vehicles. CONTRACTOR shall provide real-time GPS tracking of vehicles with a maximum update time of fifteen (15) minutes; historical GPS data by vehicle for a minimum of one (1) year; speed monitoring of vehicles; ability to designate specific locations as landmarks or restrictions; and report capability on demand, to provide activity data, route, start/stop times and locations, idle time, visits to landmarks or restricted areas, and speed record by day or route.</p> <p>CITY shall have password access to an internet-based monitoring site allowing CITY management unlimited access to real-time data or historical data and reports for CONTRACTOR vehicles assigned to this Agreement. If training is required for staff to be able to effectively make use of the internet-based monitoring site, CONTRACTOR shall be required to train CITY staff members in person or virtually, on CITY premises, as specified.</p>	14.03	50
N	133	Collection Vehicle Replacement	Collection vehicles utilized by CONTRACTOR pursuant to this Agreement shall be replaced with new vehicles as specified in the Replacement Schedule in Exhibit 6, but in no event later than July 1, 2017.	14.04	50
Y	134	Collection Vehicle Age	Without prior approval of CITY, CONTRACTOR shall not operate any Collection vehicle within CITY that is older than ten (10) years after the date first put in service.	14.05	50
N	135	Collection Vehicle Noise Level	Collection vehicle noise level using compaction processes shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the Collection vehicle measured at an elevation of five (5) feet above ground level using the "A" scale of the standard sound level meter at slow response.	14.06	50
N	136	Safety Markings	All Collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags	14.07	50
Y	137	Vehicle Signage and Painting	Collection vehicles shall be painted and numbered consecutively, and shall have CONTRACTOR'S name, CONTRACTOR'S Customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of each vehicle.	14.07.1	50
N	138	Vehicle Signage and Painting	CONTRACTOR shall repaint all vehicles (including vehicle striping) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Agreement Administrator, but not less often than every thirty-six (36) months beginning July 1, 2015.	14.07.1	50
Y	139	Bin Signage, Painting, and Cleaning	All metal Bins shall be either painted or galvanized, and all metal or plastic Bins shall display CONTRACTOR'S name, CONTRACTOR'S Customer service telephone number, and the number of the bin, and shall be steam cleaned by CONTRACTOR as frequently as necessary so as to maintain them in a sanitary condition. At a minimum, CONTRACTOR shall steam clean or replace the Bins as needed once per year at CONTRACTOR'S expense.	14.07.2	51

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N	140	Maintenance Log	CONTRACTOR shall maintain a maintenance log for all Collection vehicles, which shall all times be accessible to CITY by physical inspection upon request of Agreement Administrator, and shall show, at a minimum, each vehicles CONTRACTOR assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.	14.08	51
N	141	Reserve Equipment	CONTRACTOR shall at all times have available to it, reserve Collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by CONTRACTOR to perform the contractual duties.	14.09	51
Y	142	Equipment Maintenance	CONTRACTOR shall maintain Collection equipment in a clean condition and good repair and shall wash all Collection vehicles at least once a week.	14.10	51
N	143	Bulky Items	Vehicles used for Collection of Bulky Items shall not use Compactor mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other gases from pressurized appliances.	14.11	51
Y	144	Collection Vehicle Size Limitations	CONTRACTOR shall not use any Collection vehicle exceeding 40 cubic yards in capacity or exceeding 56,000 pounds when loaded.	14.12	51
Y	145	Containers	CONTRACTOR shall provide and maintain all Carts, Bins and Roll-off Containers in a clean, properly labeled and maintained manner, and free of any graffiti.	14.13	51
N	146	Containers	CONTRACTOR shall remove, repair, or replace any damaged Cart, Bin, or Roll-off Container that is damaged, dirty, or marked by graffiti, as requested by a Customer or CITY within forty-eight (48) hours of such a request at no additional charge.	14.13	51
Y	147	Cart Replacement	Carts that are in service as of the Effective Date shall be replaced in accordance with the Replacement Schedule set forth in Exhibit 6.	14.14	51
N	148	Personnel Requirements	CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. CONTRACTOR shall be responsible for ensuring that its employees comply with all Applicable Laws and regulations and meet all federal, state and local requirements related to their employment and position.	14.15	51
N	149	Qualified Drivers	CONTRACTOR shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner.	14.15.1	51
N	150	Customer Courtesy	CONTRACTOR shall train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform work quietly. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, CONTRACTOR shall take all necessary corrective measures.	14.15.2	52
N	151	Identification Required	CONTRACTOR shall provide its employees, companies and subcontractors with identification for all individuals who may make personal contact with residents or businesses in CITY. CONTRACTOR shall provide a list of current employees, companies, and subcontractors to CITY upon request.	14.15.3	52

Exhibit 9 PERFORMANCE REVIEW METHODOLOGY					
N	152	Fees and Gratuities	CONTRACTOR shall not, nor shall it permit any agent, employee, or subcontractors employed by it, to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for Solid Waste Collection Services under this Agreement.	14.15.4	52
N	153	Unauthorized Material Removal	CONTRACTOR will dismiss or discipline employees that remove documents or any other material from Containers, other than specifically for the purposes of disposal and diversion as described in this Agreement.	14.15.5	52
N	154	Uniforms	CONTRACTOR'S field operations personnel shall be required to wear a clean uniform shirt bearing CONTRACTOR'S name.	14.15.7	52
N	155	Driver's License	Each driver of a Collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.	14.15.8	53
N	156	Compliance with Applicable Laws	Each driver of a Collection vehicle shall at all times comply with all Applicable Laws, regulations and requirements.	14.15.9	53
N	157	Identification of Employees	CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of CITY.	14.15.10	53
N	158	Identification of CONTRACTOR	CONTRACTOR'S name and the Customer service telephone number shall be properly displayed on all Collection vehicles.	14.15.11	53
N	159	Employee List	CONTRACTOR shall provide a list of current employees and authorized subcontractors to CITY upon request.	14.15.12	53
N	160	Training and Legal Compliance	CONTRACTOR shall provide operating and safety training for all personnel that meet minimum OSHA standards, and shall comply with all Applicable Laws and regulations applicable to its employees and personnel.	14.15.13	53
N	161	Training and Legal Compliance	CONTRACTOR shall establish and enforce an education program designed to train CONTRACTOR's employees in the identification of Hazardous Wastes, and will provide employees with appropriate literature.	14.15.13	53
Article 15. Service Inquiries and Complaints					
N	162	CONTRACTOR Representative	CONTRACTOR shall designate a "CONTRACTOR Representative" within thirty (30) days of the execution of this Agreement and annually by January 1st of each subsequent Agreement Year, and any other time the person in that position changes. CONTRACTOR Representative shall be available to CITY through the use of telecommunications equipment at all times that CONTRACTOR is providing Collection Services in the Service Area.	15.01	53
N	163	Service Supervisor	CONTRACTOR shall assign a qualified "Service Supervisor" within thirty (30) days of the execution of this Agreement, and annually by January 1st of each subsequent Agreement Year of the term of this Agreement, and any other time the person in that position changes. The Service Supervisor shall be available to the Agreement Administrator through the use of telecommunication equipment at all times that CONTRACTOR is providing Collection Services. CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor.	15.02	53
Y	164	CONTRACTOR'S Office	CONTRACTOR shall maintain a customer service center as listed in Exhibit 3. Said office shall be open at a minimum, from 7:00 A.M. to 5:00 P.M., Monday through Friday, and from 7:00 A.M. to 3:00 P.M. on Saturdays, exclusive of holidays.	15.03	54

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PERFORMANCE REVIEW METHODOLOGY					
N	165	Emergency Contact	CONTRACTOR shall provide the Agreement Administrator with an emergency phone number where CONTRACTOR can be reached outside of the required office hours.	15.04	54
Y	166	Telephone Customer Service Requirements	CONTRACTOR shall maintain a toll free telephone number that rings at its customer service center during Office Hours. Bilingual (English and Spanish speaking) personnel will be available during Office Hours to assist Customers with both personal and telephonic inquiries.	15.05	54
Y	167	Complaint Documentation	CONTRACTOR shall log all complaints received by telephone and any action taken by CONTRACTOR to respond to and remedy the complaint. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months.	15.06	54
N	168	CONTRACTOR's Customer Service	All service inquiries and complaints shall be directed to CONTRACTOR. A representative of CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by CONTRACTOR in a prompt and efficient manner.	15.08	55
N	169	CONTRACTOR's Customer Service	CONTRACTOR'S service and emergency telephone numbers shall be accessible by a toll free (West Hollywood) phone number. The telephone number(s) shall be listed in the area's telephone directories under CONTRACTOR'S name in the White Pages and Yellow Pages.	15.08.4	55
Article 16. CONTRACTOR Provided Education and Public Awareness					
Y	170	Education and Public Awareness	CONTRACTOR shall maintain its own program of providing information relevant to needs and methods to reduce, reuse and recycle Solid Waste with its Bills. All public education materials shall be approved in advance by CITY and, unless otherwise noted, shall be printed in English, Russian and Spanish. CONTRACTOR shall reproduce and include in any Billing, at no additional cost, one 8.5" x 11" sheet, provided by CITY.	16.01	55
Y	171	Implementation and Ongoing Education Requirements.	All materials and programs shall be produced and/or available in English, Russian and Spanish languages, including pictures wherever applicable. CONTRACTOR's Public Education Plan shall be updated annually and submitted to CITY by January 1st of each Agreement Year.	16.01.1	56
Y	172	Instructional Packet	An information packet shall be attached to each set of Carts or Bins distributed to a Customer.	16.01.1.1	56
Y	173	Container Labels	Recyclables and Green Waste Containers shall carry stickers/labels or other identifying markings in English, Russian and Spanish, and include icons indicating the materials that should and should not be placed in each Container.	16.01.1.2	56
Y	174	How-To Brochure	CONTRACTOR will prepare and distribute a brochure packet to new Multi-Family and Commercial Customers when they start service.	16.01.1.3	56
Y	175	Quarterly Notices	Each quarter except for the quarter in which the annual newsletter is distributed, CONTRACTOR shall prepare and mail notices to each Customer promoting and explaining: programs; Household Hazardous Waste disposal, Collection schedules, including holiday schedules; and the procedures to begin and terminate services. These materials may be included with Billings, and may be printed in English only (Russian and Spanish language is not required).	16.01.1.4	57
Y	176	Educational Video	CONTRACTOR is responsible for the cost and production of one, eight-to-ten minute educational video on the new programs. Content of the video shall be approved in advance by CITY.	16.01.1.5	57

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N	177	News Media Relations	Copies of draft news releases shall be submitted to CITY for prior review and approval at least five (5) working days in advance of release. Copies of articles resulting from media interviews or news releases shall be provided to CITY within five (5) days after publication.	16.02	57
Y	178	Workshops	CONTRACTOR shall attend and participate in such workshops described in Section 16.03.	16.03	57
N	179	Community Events	CONTRACTOR will provide its mini-Collection truck "Mighty Mike" and its recycling display and information booth for community sponsored events free of charge at CITY's request.	16.04	57
Y	180	Seminars by Industry Professionals	CONTRACTOR will conduct monthly seminars by English and Russian-speaking industry professionals on the subjects of Recycling, composting, waste reduction, and other related topics for Customers at no additional cost to CITY, Customers, or Attendees.	16.05	57
Article 17. Record Keeping and Reporting Requirements					
N	181	Record Keeping	CONTRACTOR shall maintain records required to conduct its operations. Electronically maintained data/records shall be protected and backed up and maintained for five (5) years after the expiration of this Agreement.	17.01	58
N	182	Financial Records	CONTRACTOR shall maintain financial records relating to its operations pursuant to this Agreement separate and segregated from such records relating to its other operations. CONTRACTOR shall maintain at least: Audited financial statements for CONTRACTOR as a whole; Audited statements of revenue and expense for this Agreement segregated from the other operations of CONTRACTOR; and Complete descriptions of related party transactions as set forth in Section 17.01.1	17.01.1	58
N	183	CERCLA Defense Records	CONTRACTOR shall maintain data retention and preservation systems which can establish where Solid Waste Collected in CITY was landfilled for not less than five (5) years following the termination of this Agreement, and agrees to notify CITY 's Risk Manager and CITY Attorney before destroying such records thereafter. At any time, including after the expiration of the term hereof, CONTRACTOR shall provide copies of such records to CITY.	17.01.2	58
N	184	Disposal Records	CONTRACTOR shall maintain disposal records of all Solid Waste Collected in CITY for the period of this Agreement and all extensions to this Agreement or successor Agreements.	17.01.3	58
N	185	Other Records	CONTRACTOR shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this the Agreement.	17.01.4	59
Y	186	Monthly Reporting	CONTRACTOR shall provide monthly reports to the Agreement Administrator, in an electronic format acceptable to CITY, submitted no later than the 20th day of each report month and shall cover the following topics for the previous month: Tonnage and Diversion Reports, Facility Reports.	17.02	59
Y	187	Tonnage and Diversion Reports	CONTRACTOR shall report tons of Refuse, Organic Waste (inclusive of Green Waste and Food Waste), Recyclable Materials, and Construction and Demolition Debris Collected and processed for recovery by CONTRACTOR broken down by SFD, MFD, Commercial, CITY Service Unit, and franchised Construction and Demolition Debris.	17.02.1	59

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Y	188	Quarterly Reports	CONTRACTOR shall provide Quarterly reports to the Agreement Administrator, in an electronic format acceptable to CITY, submitted no later than the 30th day following the end of each calendar quarter and shall include the topics for the previous quarter: Franchise Fees Report.	17.03	59
Y	189	Annual Reporting	CONTRACTOR shall provide annual reports to the Agreement Administrator, both in a hard copy format and in an electronic format acceptable to CITY. The annual reports shall be submitted no later than January 31st for the previous Agreement Year, and shall summarize the monthly and quarterly reports, and shall include the following additional information: Annual Route Audit, Equipment Inventory, Public Education, Outreach Activities, Diversion Analysis, Customer Service Data Level, Service Issue Summary, Hazardous Waste Diversion Report, Collection Vehicle Noise Testing, Recyclable Material Revenue Report, and Additional Reporting.	17.04	59
N	190	Upon CITY Request	CONTRACTOR shall provide the reports under this Section to the Agreement Administrator. The reports requested under this section shall be submitted within five (5) working days of when such written notice of CITY's request is given. CONTRACTOR shall provide annual reports to the Agreement Administrator, both in a hard copy format and in an electronic format acceptable to CITY: Spill Reports, Account Delinquency, Bulky Item Pickups Report, Customer Service Report, Bin and Cart Inventory.	17.05	60
N	191	CalRecycle Reports	CONTRACTOR shall provide data and information, to assist in CITY'S preparation of annual CalRecycle reports.	17.06	61
N	192	Financial Report	CITY may request and be provided with CONTRACTOR's financial reports/statements for the most recently completed fiscal year. The cost for preparation of the financial statements and audit shall be borne by CONTRACTOR as a direct cost of service. In addition, CONTRACTOR shall provide to CITY the supplemental schedule on a compiled basis.	17.07	61
N	193	Adverse Information	For matters directly related to the performance of services pursuant to the Agreement, CONTRACTOR shall provide CITY two copies (one to the City Administrator, one to the City Attorney) of all reports or other material relating to CONTRACTOR's performance of services pursuant to this Agreement, submitted by CONTRACTOR to, or received by CONTRACTOR from, any federal, state or local agency, including any federal or state court within 30 days of receipt by CONTRACTOR, or sooner.	17.08	61
Article 18. Quality of Performance of CONTRACTOR					
N	194	Intent	CONTRACTOR acknowledges and agrees that one of CITY'S primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent possible.	18.01	61
N	195	Administrative Charges	CONTRACTOR shall pay any administrative charges assessed by CITY within ten (10) days after they are assessed.	18.02	62
N	196	Timing of Payment	CONTRACTOR shall pay any administrative charges assessed by CITY within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, CITY may proceed against the performance bond required by the Agreement or find CONTRACTOR in default and terminate this Agreement, or both.	18.04	64
Article 19. Franchise Fee Audit and Performance Review					

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N	197	Franchise Fee Annual Audit and Costs	CONTRACTOR shall be responsible for the cost of the audit, up to a \$37,500 per year cap, adjusted by the annual increase in the CPI.	19.01	65
N	198	Payments and Refunds	Should an audit disclose that the franchise fees payable by CONTRACTOR were underpaid or that Customers were overcharged for the period under review, CONTRACTOR shall pay to CITY any underpayment of franchise fees and/or refund to CONTRACTOR's Customers any overcharges within thirty (30) days following the date of the audit.	19.02	65
N	199	Performance Review: at CONTRACTOR'S Cost	Beginning July 1, 2025, and no more than every five years thereafter, upon CITY's request, CONTRACTOR shall pay in advance the cost of the review under this Section 19.03.2 an amount of Seventy-Five Thousand Dollars (\$75,000.00), and this amount shall be adjusted annually each July 1 st by Trash CPI + one percent (1%), not to exceed eight percent (8%) per year.	19.03.2	66
N	200	Performance Review: At CONTRACTOR'S Cost	CONTRACTOR shall reimburse CITY for any cost in excess Seventy-Five Thousand Dollars (\$75,000.00), and as adjusted by Trash CPI+ one percent (1%), not to exceed eight percent (8%) per year, to CITY within 30 days of request for reimbursement by CITY.	19.03.2.1	66
N	201	CONTRACTOR'S Cooperation	CONTRACTOR shall cooperate fully with the review and provide all data requested by CITY within thirty (30) Work Days.	19.04	66
N	202	Performance Satisfaction Survey	If requested by CITY, CONTRACTOR will create and conduct a survey at CONTRACTOR's expense. CONTRACTOR shall obtain CITY's approval of the survey's content, format, and mailing list prior to its distribution. The survey results shall be made available to CITY 30 days prior to the Solid Waste Services and Performance Review Hearing.	19.05	67
Article 20. Performance Bond					
Y	203	Performance Bond	Concurrent with execution of this Agreement, CONTRACTOR shall deliver to CITY a performance bond or cash bond in the sum of the amount of Five Hundred Thousand Dollars (\$500,000).	20.01	67
Article 21. Insurance					
Y	204	Insurance Policies	CONTRACTOR shall secure and maintain throughout the term of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with CONTRACTOR'S performance of work or services under this Agreement.	21.01	68
Y	205	Verification of Coverage	CONTRACTOR shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this clause. Proof of insurance shall be mailed to the City Clerk.	21.06	69
Y	206	Delivery of Proof of Coverage	Simultaneously with the execution of this Agreement, CONTRACTOR shall furnish CITY certificates of each policy of insurance required hereunder, in form and substance satisfactory to CITY.	21.07	70
Y	207	Subcontractors	CONTRACTOR shall include all Companies and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each CONTRACTOR and subcontractor. CONTRACTOR shall comply with all requirements of the insurers issuing policies.	21.08	70
Y	208	Rights of Subrogation	CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.	21.10	70

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Article 22. Indemnification					
Agreement/ Warrant/ Guarantee	209	Indemnification	CONTRACTOR agrees to and shall indemnify and hold harmless CITY from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law in any way connected with the Agreement, including: (1) the negligence or willful misconduct of CONTRACTOR; (2) the failure of CONTRACTOR, and/or subcontractors to comply in all respects with the provisions of this Agreement; (3) the acts of CONTRACTOR, (4) any challenge to the award of, or any provisions of this Agreement. CONTRACTOR agrees to reimburse CITY for any and all costs and expenses CITY incurs in providing any such defense.	22.01	71
Agreement/ Warrant/ Guarantee	210	Hazardous Substances Indemnification.	CONTRACTOR specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to CITY) reimburse, indemnify, and hold CITY harmless from and against any and all claims, actions, liabilities, damages, that arise out of any action, inaction or omission of CONTRACTOR that results in Sections 22.02.2-22.02.7	22.01	71
Agreement/ Warrant/ Guarantee	211	AB 939 Indemnification and Guarantee	CONTRACTOR agrees to indemnify and hold harmless CITY from and against all fines and/or penalties imposed by CalRecycle in the event the source reduction and Recycling goals or any other requirement of AB 939 are not met by CITY with respect to the waste stream Collected under this Agreement.	22.03	73
Agreement/ Warrant/ Guarantee	212	AB 939 Indemnification and Guarantee	CONTRACTOR warrants and represents that it is familiar with CITY's waste characterization study as set forth in CITY's SRRE, and that it has the ability to and will provide sufficient programs and services to ensure CITY will meet or exceed the diversion requirements set forth in AB 939, with respect to that portion of the Solid Waste generated in CITY that is the subject of this Agreement.	22.03	73
Agreement/ Warrant/ Guarantee	213	Subcontractors	CONTRACTOR shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor fully indemnifies CITY in accordance with this Agreement.	22.04	73
Agreement/ Warrant/ Guarantee	214	Payroll Tax	CONTRACTOR shall exonerate, defend, indemnify and hold harmless CITY and agents, and shall assume full responsibility for payment of all wages or salaries and all taxes or contributions with respect to CONTRACTOR's employees engaged in the performance of CONTRACTOR's obligations.	22.05	73
Agreement/ Warrant/ Guarantee	215	Damage by CONTRACTOR	If CONTRACTOR'S employees or subcontractors negligently cause any injury, damage or loss to CITY property, including but not limited to CITY streets or curbs, CONTRACTOR shall reimburse CITY for CITY'S cost of repairing such injury, damage or loss.	22.06	73
Article 23. CITY's Remedies: Default and Termination					
N	216	Performance During Reviews	CONTRACTOR's performance under this Agreement is not excused during any period of time when its performance is under review as set forth above, including at any time prior to a final decision as to whether such performance is deficient.	23.05	74
N	217	Termination without Right to Cure	The occurrence of any of the listed in Sections 23.06.1-23.06.15 shall be deemed an "Event of Default," in which case CITY may terminate this Agreement without providing CONTRACTOR an opportunity to cure:	23.06	74
N	218	Failure to Provide Assurance of Performance	CONTRACTOR shall have forty-eight (48) hours from the time it is given notification by CITY to cure any default arising under subsections 23.06.1-23.06.13	23.06.14	75
Article 24. CONTRACTOR'S Remedies; Administrative Hearing					

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N	219	Actions for Damages	CONTRACTOR shall present a claim to CITY, as required by Government Code section 910 et seq., within 30 days of the date of the occurrence giving rise to the claim for damages.	24.04	77
Article 25. CITY'S Additional Remedies					
Article 26. Rights of CITY to Perform Service					
N	220	General Provisions	Under CITY's right to perform service, CONTRACTOR agrees: a) It will take direction from CITY to effectuate the transfer of possession of equipment and property to CITY for CITY's use, b) It will, if CITY so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition. c) CITY may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste	26.01	78
N	221	Billing and Compensation to CITY During CITY's Possession	During such time that CITY is providing Integrated Waste Management Services, CONTRACTOR shall Bill and collect payment from all Customers. CONTRACTOR shall reimburse CITY for any and all costs and expenses incurred by CITY beyond that billed and received by CITY, not later than five (5) working days from and after each such submission.	26.03	79
Article 27. Legal Representation					
Article 28. Financial Interest					
Agreement/ Warrant/ Guarantee	222	Financial Interest	CONTRACTOR warrants and represents that no elected official, officer, agent or employee of CITY has a financial interest, directly or indirectly, in this Agreement	28.01	80
Article 29. Exempt Waste					
N	223	Exempt Waste	If CONTRACTOR is aware of any Exempt Waste and chooses not to Collect it, CONTRACTOR must notify CITY of the Exempt Waste.	29.01	80
Article 30. Independent Contractor					
N	224	Independent Contractor	CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of CITY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work and shall be solely responsible for the acts and omissions of its agents. CONTRACTOR nor its agents shall obtain any right to any other benefits that accrued to CITY employees and expressly waives any claim it may have or acquire to such benefits.	30.01	80
N	225	CONTRACTOR Name	CONTRACTOR's name may not include "West Hollywood" or any other language indicating that CONTRACTOR is a division of, or otherwise connected to, CITY.	30.01.1	81
N	226	Subcontractors	CONTRACTOR shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor agrees that CONTRACTOR and subcontractor are independent contractors and have no other agency relationship with CITY.	30.02	81
Article 31. Relationship of the Parties					
Article 32. Laws to Govern					
Article 42. Notices					
Article 34. Assignment, Subletting, Transfer; Requirements and Limitations					

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N	227	General	CONTRACTOR shall not assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of CITY.	34.01	81
N	228	Nature of Agreement - Personal to CONTRACTOR	CONTRACTOR acknowledges that this Agreement involved rendering a vital service to CITY's residents and businesses, and that CITY has selected CONTRACTOR to perform the services specified herein based on CONTRACTOR's experience, skill and reputation for conducting its Integrated Waste Management Services, and CONTRACTOR's financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this Agreement.	34.03	82
N	229	Procedure for Consideration of Assignment	As part of the procedure for the consideration of assignment, CONTRACTOR shall pay CITY its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, with an advance payment of \$50,000 being paid to CITY prior to assignment request consideration. CONTRACTOR shall pay CITY a transfer fee equal to one percent (1%) of the Gross Receipts it will receive during the remaining term of the Agreement, as estimated by CITY.	34.04	82
N	230	Procedure for Consideration of Assignment	CONTRACTOR shall furnish CITY with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years. CONTRACTOR shall furnish CITY with satisfactory proof to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.	34.04	82
Article 35. Compliance with Laws					
Y	231	Compliance with Laws	CONTRACTOR shall at all times, at its sole cost, comply with all applicable laws and regulations of the United States, the State of California, and any federal, state, regional or local administrative and regulatory agencies including without limitation the West Hollywood Municipal Code.	35.01	83
Article 36. Nondiscrimination, Permits, Licenses, Ordinances					
Agreement/ Warrant/ Guarantee	232	Nondiscrimination	CONTRACTOR shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status or sexual orientation and shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.	36.01	83
Agreement/ Warrant/ Guarantee	233	Permits	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 shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the Agreement Administrator.	36.02	83
Agreement/ Warrant/ Guarantee	234	Living Wage Ordinance	CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance made available upon request of CITY for a period of three years after the Agreement expiration.	36.03	83

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Agreement/ Warrant/ Guarantee	235	Equal Benefits to Domestic Partners Ordinance	CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits to Domestic Partners Ordinance. During the term of this Agreement, CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Equal Benefits to Domestic Partners Ordinance. These records shall be made available at the request of CITY, with reasonable notice, during regular business hours, and shall be retained by CONTRACTOR for a period of three years after the expiration of this Agreement.	36.04	84
Agreement/ Warrant/ Guarantee	236	Arab League Boycott of Israel	CONTRACTOR hereby warrants that it is in compliance with West Hollywood Municipal Code Section 1403.	36.05	84
Article 37. Ownership of Written Materials					
N	237	Ownership of Written Materials	CONTRACTOR shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the Agreement Administrator.	37.01	84
Article 38. Waiver					
Article 39. CONTRACTOR's Warranties and Representations					
Agreement/ Warrant/ Guarantee	238	CONTRACTOR's Warranties and Representations	CONTRACTOR hereby covenants, represents, and warrants that CONTRACTOR is duly organized and validly existing as a corporation under the laws of the State of California, with full legal right and power to enter into and perform its obligations under this Agreement.	39.01	84
Agreement/ Warrant/ Guarantee	239	CONTRACTOR's Warranties and Representations	CONTRACTOR hereby covenants, represents, and warrants that CONTRACTOR has the authority to enter into and perform its obligations under this Agreement. CONTRACTOR or its authorized representative has taken all actions required by law and its governing documents to authorize the execution of this Agreement.	39.01	84
Agreement/ Warrant/ Guarantee	240	CONTRACTOR's Warranties and Representations	CONTRACTOR hereby covenants, represents, and warrants that neither the execution of this Agreement nor the delivery by CONTRACTOR of services nor the performance by CONTRACTOR of its obligations hereunder: (1) conflicts with, violates or results in a breach of Applicable Law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which CONTRACTOR is a party or by which CONTRACTOR or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of CONTRACTOR.	39.01	84
Agreement/ Warrant/ Guarantee	241	CONTRACTOR's Warranties and Representations	CONTRACTOR hereby covenants, represents, and warrants that there is no action, suit or other proceeding likely to result in an unfavorable decision which would adversely affect the validity or enforceability of this Agreement or which could adversely affect the ability of CONTRACTOR to perform its obligations hereunder or which would have an adverse effect on the financial condition of CONTRACTOR.	39.01	84
Agreement/ Warrant/ Guarantee	242	CONTRACTOR's Warranties and Representations	CONTRACTOR hereby covenants, represents, and warrants that CONTRACTOR has no knowledge of any Applicable Law in effect as of the date of this Agreement that would prohibit the performance by CONTRACTOR of this Agreement and the transactions contemplated hereby.	39.01	84

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Agreement/ Warrant/ Guarantee	243	CONTRACTOR's Warranties and Representations	CONTRACTOR hereby covenants, represents, and warrants that CONTRACTOR has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection Services required by this Agreement.	39.01	84
Agreement/ Warrant/ Guarantee	244	CONTRACTOR's Warranties and Representations	CONTRACTOR hereby covenants, represents, and warrants that the information supplied by CONTRACTOR in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by CONTRACTOR throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement.	39.01	84
Agreement/ Warrant/ Guarantee	245	CONTRACTOR's Warranties and Representations	CONTRACTOR hereby covenants, represents, and warrants that CONTRACTOR's representative, designated in Section 3.03, shall have authority in all daily operational matters related to this Agreement. CITY may rely upon action taken by such designated representative as action of CONTRACTOR unless the actions taken are not within the scope of this Agreement.	39.01	84
Agreement/ Warrant/ Guarantee	246	CONTRACTOR's Warranties and Representations	CONTRACTOR hereby covenants, represents, and warrants that the Disposal Facility as listed in Exhibit 3 is properly permitted, is classified as a Class 3 landfill, complies with all Applicable Laws, is not on or being considered for inclusion on a state or federal Superfund list, or CalRecycle list of solid waste facilities failing to meet State minimum standards, has sufficient capacity to accept all Solid Waste Collected from within CITY during the term, and that it will in fact accept all Solid Waste Collected from within CITY during the term.	39.01	84
Agreement/ Warrant/ Guarantee	247	CONTRACTOR Status	CONTRACTOR represents and warrants that it is duly organized, validly existing and in good standing under applicable laws. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.	39.02	84
Agreement/ Warrant/ Guarantee	248	Accuracy of Representations	All representations and warranties made by CONTRACTOR and set forth in this Agreement shall be accurate, true and correct on and as of the effective date of this Agreement, and shall remain so during the term hereof.	39.03	86
Agreement/ Warrant/ Guarantee	249	Conditions to Effectiveness of Agreement	Accuracy of Representations. All representations and warranties made by CONTRACTOR and set forth in this Agreement shall be accurate, true and correct on and as of the effective date of this Agreement, and shall remain so during the term hereof.	39.04	86
Agreement/ Warrant/ Guarantee	250	Conditions to Effectiveness of Agreement	Absence of Litigation. There shall be no litigation pending in any court challenging the award of this franchise to CONTRACTOR or the execution of this Agreement or seeking to restrain or enjoin its performance.	39.04	86
Agreement/ Warrant/ Guarantee	251	Conditions to Effectiveness of Agreement	Furnishing of Insurance and Bond or Letter of Credit. CONTRACTOR shall have furnished evidence of the insurance and bonds or letter of credit required by Article 20, and shall comply with all ongoing requirements relating thereto.	39.04	86
Agreement/ Warrant/ Guarantee	252	Conditions to Effectiveness of Agreement	Effectiveness of City Council Action. CITY's Resolution approving this Agreement shall have become effective pursuant to California law prior to the Effective Date.	39.04	86
Agreement/ Warrant/ Guarantee	253	Conditions to Effectiveness of Agreement	CONTRACTOR shall deliver to CITY evidence satisfactory to the Agreement Administrator that CONTRACTOR has the authority to provide, or has arranged for, the disposal and processing rights at the designated Disposal Facility, Materials Recovery Facility (MRF), Recycling facility, and Green Waste facility.	39.04	86

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Article 40. Condemnation					
N	254	Condemnation	CITY fully reserves the rights to acquire CONTRACTOR's property utilized in the performance of this Agreement, by purchase or through the exercise of the right of eminent domain. This provision is additive, and not intended to alter the rights of the parties set forth in Article 26.	40.1	86
Article 41. Prohibition Against Gifts					
N	255	Prohibition Against Gifts	CONTRACTOR shall not offer any CITY officer or designated employee any gifts prohibited by CITY or the Applicable Laws.	41.01	87
Article 42: Notices					
N	256	Services Description	CONTRACTOR shall periodically, at least 30 days prior to the effective date of a rate change, and a minimum of once per year, prepare and distribute subject to the direction of CITY, a notice to each Customer Billed by CONTRACTOR.	42.03	87
Article 43. Representatives of the Parties					
N	257	Representatives of the Parties	CONTRACTOR shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of CONTRACTOR in all matters related to the Agreement and shall inform CITY in writing of such designation and of any limitations upon his or her authority to bind CONTRACTOR. CITY may rely upon action taken by such designated representative as actions of CONTRACTOR unless they are outside the scope of the authority expressly delegated to him/her by CONTRACTOR as communicated to CITY.	43.02	88
Article 44. CITY Free to Negotiate with Third Parties					
Article 45. Privacy					
N	258	Privacy	CONTRACTOR shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer.	45.01	88
Article 46. Proprietary information, Public Records					
Article 47. Transition to Next CONTRACTOR					
N	259	Transition to Next CONTRACTOR	In the event CONTRACTOR is not awarded an Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with CITY and any subsequent contractors to assure a smooth transition of services described in this Agreement.	47.01	89
Article 48. Retention of Records					
N	260	Retention of Records	CONTRACTOR shall maintain all records or documents related to charges for services or expenditures charge to Customers for at least (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR.	48.01	89
N	261	Retention of Records	CONTRACTOR shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.	48.02	89

Attachment 5
Exhibit 11 (Maximum Service Rates)

A. Single Family Cart Collection Services (Trash, Recyclables, Organics)	Condition	Maximum Monthly Rate
Cart Collection - 20, 32, 64, or 96 Gallon Refuse	Per unit per month	\$ 21.09
Each Additional Refuse Cart - (2 carts or more)	Each cart, for 2+ carts	\$ 7.82
Each Additional Recycling Cart	No charge	\$ -
Each Additional Organic Waste Cart - (2 carts or more)	Each cart, for 2+ carts	\$ 7.82
Walk Out Service - Qualified Disability Only	No charge	\$ -
Walk Out Service - Not Qualified as Disabled <i>(charges to commence July 1, 2027)</i>	Per cart per month	\$ 5.00
Bulky Waste Collection	No charge	\$ -
Senior and Low Income Discount	Discount on base collection rates	10.00%
City Administrative Fee	Per unit per month	\$ 1.29

B. Multi-family Mixed Waste (Trash & Recyclables) - One Container (100% Processing)*								
Container	Collection Frequency - Maximum Monthly Rate							Extra
Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	7x/week	Empty
64 Gallon	14.24	28.48	42.72	56.95	71.20	85.43	99.67	8.85
96 Gallon	19.94	39.86	59.81	79.73	99.67	119.60	139.54	8.85
1 Cubic Yard	95.70	134.55	188.93	244.73	291.97	337.79	523.86	45.05
1.5 Cubic Yard	111.17	159.05	213.94	287.13	342.02	396.90	579.87	45.05
2 Cubic Yard	122.44	177.32	232.25	295.59	350.45	415.21	598.19	63.33
3 Cubic Yard	140.76	204.11	268.84	323.73	396.90	451.81	634.78	63.33
4 Cubic Yard	159.05	250.54	305.42	387.07	470.11	543.29	726.28	99.93
5 Cubic Yard	177.32	268.84	360.29	441.96	543.29	624.94	807.90	99.93
6 Cubic Yard	185.81	287.13	405.38	488.38	606.65	698.13	881.08	99.93
3 Compactor	311.06	457.46	601.00	726.28	892.39	1,017.60	1,432.82	135.14
C. Multi-family Mixed Waste (Trash & Recyclables) - Each Add'l Container (100% Processing)*								
Container	Collection Frequency - Maximum Monthly Rate							
Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	7x/week	
64 Gallon	11.78	24.90	38.90	53.04	67.09	81.16	96.47	
96 Gallon	16.49	34.86	54.48	74.25	93.93	113.64	135.06	
1 Cubic Yard	79.12	115.72	169.21	224.12	270.53	315.59	498.56	
1.5 Cubic Yard	94.63	142.45	197.35	270.53	325.45	380.36	563.30	
2 Cubic Yard	105.88	160.77	215.66	279.00	333.88	398.63	581.61	
3 Cubic Yard	124.17	187.51	252.23	307.11	380.36	435.19	618.21	
4 Cubic Yard	142.45	233.93	288.86	370.48	453.50	526.72	709.68	
5 Cubic Yard	160.77	252.23	343.72	425.37	526.72	608.36	791.32	
6 Cubic Yard	169.21	270.53	388.76	471.80	590.05	681.52	864.47	
3 Compactor	294.47	440.85	584.42	709.68	875.76	1,001.05	1,416.21	
D. Multi-Family Bin Organic Waste Collection Services - One Container								
Bin	Collection Frequency - Maximum Monthly Rate							Extra
Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	7x/week	Empty
64 Gallon	64.11	116.67	169.24	221.81	274.37	326.94	379.51	8.85
1 Cubic Yard	95.70	134.55	188.93	244.73	291.97	337.79	523.86	45.05
1.5 Cubic Yard	111.17	159.05	213.94	287.13	342.02	396.90	579.87	45.05
2 Cubic Yard	122.44	177.32	232.25	295.59	350.45	415.21	598.19	63.33
E. Multi-Family Bin Organic Waste Collection Services - Each Additional Container								
Bin	Collection Frequency - Maximum Monthly Rate							Extra
Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	7x/week	Empty
64 Gallon	51.28	102.03	154.15	206.55	258.54	310.62	367.31	
1 Cubic Yard	79.12	115.72	169.21	224.12	270.53	315.59	498.56	
1.5 Cubic Yard	94.63	142.45	197.35	270.53	325.45	380.36	563.30	
2 Cubic Yard	105.88	160.77	215.66	279.00	333.88	398.63	581.61	
F. Multi-Family Additional Recycle and Other Services							Condition	Maximum Monthly Rate
Recycling Cart							No charge	\$ -
Walk Out Service - Qualified Disability Only							No charge	\$ -
Walk Out Service - Not Qualified as Disabled (charges to commence July 1, 2027)							Per cart per month	\$ 5.00
Bulky Waste Collection							No charge	\$ -
1, 2 or 3 Barrel Rack							Per rack per month	\$ 88.50
Senior and Low Income Discount							Discount on base collection rates	10.00%
City Administrative Fee							Per unit per month	\$ 1.29

G. Commercial Mixed Waste Collection Services - One Container (100% Processing)*								
Container Size	Collection Frequency - Maximum Monthly Rate							Extra Empty
	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	7x/week	
64 Gallon	21.11	42.20	63.31	84.40	105.51	126.60	147.71	8.85
96 Gallon	29.54	59.08	88.63	118.16	147.71	177.24	206.79	8.85
1 Cubic Yard	141.83	196.12	275.36	356.71	425.55	492.33	763.51	56.22
1.5 Cubic Yard	164.80	235.71	317.10	425.55	506.94	588.29	859.49	56.22
2 Cubic Yard	181.49	262.87	344.24	438.07	519.41	615.44	886.63	79.06
3 Cubic Yard	208.59	302.50	398.45	479.80	588.29	669.66	940.85	79.06
4 Cubic Yard	235.71	371.31	452.69	573.72	696.76	805.23	1,076.43	124.70
5 Cubic Yard	262.87	398.45	534.03	655.02	805.23	926.23	1,197.47	124.70
6 Cubic Yard	275.36	425.55	600.80	723.87	899.11	1,034.75	1,305.92	124.70
3 Compactor	461.07	678.01	890.79	1,076.43	1,322.59	1,508.30	2,123.63	168.61
H. Commercial Mixed Waste Collection Services - Each Additional Container (100% Processing)*								
Container Size	Collection Frequency - Maximum Monthly Rate							
	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	7x/week	
64 Gallon	17.46	36.90	57.67	78.59	99.42	120.28	142.96	
96 Gallon	24.44	51.67	80.73	110.03	139.19	168.39	200.14	
1 Cubic Yard	117.32	171.51	250.81	332.17	400.99	467.76	738.97	
1.5 Cubic Yard	140.21	211.12	292.53	400.99	482.35	563.73	834.91	
2 Cubic Yard	156.87	238.28	319.59	413.53	494.85	590.84	862.03	
3 Cubic Yard	184.01	277.90	373.82	455.22	563.73	645.07	916.27	
4 Cubic Yard	211.12	346.76	428.12	549.11	672.21	780.71	1,051.88	
5 Cubic Yard	238.28	373.82	509.44	630.48	780.71	901.65	1,172.90	
6 Cubic Yard	250.81	400.99	576.21	699.27	874.54	1,010.18	1,281.30	
3 Compactor	436.46	653.41	866.19	1,051.88	1,298.02	1,483.71	2,099.10	
I. Commercial Bin Organic Waste Collection Services - One Container								
Bin Size	Collection Frequency - Maximum Monthly Rate							Extra Empty
	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	7x/week	
64 Gallon	95.00	172.90	250.80	328.70	406.60	484.50	562.40	8.85
1 Cubic Yard	141.83	196.12	275.36	356.71	425.55	492.33	763.51	56.22
1.5 Cubic Yard	164.80	235.71	317.10	425.55	506.94	588.29	859.49	56.22
2 Cubic Yard	181.49	262.87	344.24	438.07	519.41	615.44	886.63	79.06
3 Cubic Yard**	208.59	302.50	398.45	479.80	588.29	669.66	940.85	79.06
J. Commercial Bin Organic Waste Collection Services - Each Additional Container								
Bin Size	Collection Frequency - Maximum Monthly Rate							Extra Empty
	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	7x/week	
64 Gallon	76.00	151.20	228.44	306.09	383.13	460.32	544.32	
1 Cubic Yard	117.32	171.51	250.81	332.17	400.99	467.76	738.97	
1.5 Cubic Yard	140.21	211.12	292.53	400.99	482.35	563.73	834.91	
2 Cubic Yard	156.87	238.28	319.59	413.53	494.85	590.84	862.03	
3 Cubic Yard**	184.01	277.90	373.82	455.22	563.73	645.07	916.27	

* Recycling service is at no additional charge.

** 3 cubic yard organics containers are only for existing restaurant route customers.

K. Additional Services	Condition	Maximum Rate
All Accounts: Declined Payment	Each item payment declined for any reason	\$ 29.54
All Accounts: Late Fees 10.00% of outstanding balance	After 60 days, \$5.00 minimum	10.00%
All Accounts: Stop Service, Resume Service	After service is stopped due to non-payment	\$ 30.00
All Accounts: Standby Time (Each 15 minutes)	After 15 minutes of driver delay	\$ 40.00
All Accounts: Metal Container Repair (Per hour)	Excluding parts, one hour minimum	\$ 100.00
Carts: Overage Service (Free for first 2 requests each CY)	Each service, for 3+ overages per calendar year	\$ 8.85
Carts: Return Charge (Customer request, carts not out)	Each set of commercial or residential carts	\$ 35.32
Carts: Delivery, Exchange, Bring In, Wash-Out, Change of Service	Each set of commercial or residential carts	\$ 30.00
Carts: Replacement Cart Damaged (Result of customer mis-use)	Each commercial or residential cart	\$ 116.53
Carts: Contamination (exceeding 10% of recycling or organics)	Per occurrence, after 2 warnings per calendar year	\$ 50.00
Bins: Lock-Lid One-Time Set-Up	Per lock	\$ 35.00
Bins: Lock-Lid Service (Per lock x frequency)	Per lock times frequency	\$ 11.68
Bins: Push-Out Service (Over 25 feet) <i>(charges to commence July 1, 2027)</i>	Per bin times frequency	\$ 7.50
Bins: Scout Service <i>(charges to commence July 1, 2027)</i>	Per bin per month	\$ 25.00
Bins: Dead-Run	Per occurrence, permanent or temp bins	\$ 41.48
Bins: Extra Dump, Excess Waste/Weight, Go-Back - MFD 1CY/1.5CY	Per occurrence, permanent or temp bins	\$ 45.05
Bins: Extra Dump, Excess Waste/Weight, Go-Back - MFD 2CY/3CY	Per occurrence, permanent or temp bins	\$ 63.33
Bins: Extra Dump, Excess Waste/Weight, Go-Back - MFD 4CY/6CY	Per occurrence, permanent or temp bins	\$ 99.93
Bins: Extra Dump, Excess Waste/Weight, Go-Back - Com 1CY/1.5CY	Per occurrence, permanent or temp bins	\$ 56.22
Bins: Extra Dump, Excess Waste/Weight, Go-Back - Com 2CY/3CY	Per occurrence, permanent or temp bins	\$ 79.06
Bins: Extra Dump, Excess Waste/Weight, Go-Back - Com 4CY/6CY	Per occurrence, permanent or temp bins	\$ 124.70
Bins: Wash-Out (Free for two occurrences per year)	Per wash-out after 2 free per calendar year	\$ 58.05
Bins: Delivery, Exchange, Bring In, Change of Service Exchange	Per bin, per occurrence	\$ 75.00
Bins: Custom Bin Fabrication	Per cubic yard of bin capacity	\$ 450.00
Bins: Bin Exchange with Metal Lids	Per bin, per occurrence	\$ 180.00
Bins: Enclosure Clean-Up	Per bin of enclosure capacity	\$ 30.00
Bins: Contamination (exceeding 10% of recycling or organics)	Per occurrence, after 2 warnings per calendar year	\$ 175.00
Commercial: Bulky Item Pickup Service	Each commercial bulky item collected	\$ 32.73
Commercial: Bulky Item Pickup - Dead-Run	Items not set out for scheduled collection	\$ 42.11
Temp Bin: One temp bin for 7 days with one dump	Extra dumps at "extra empty rates"	\$ 112.60
Temp Bin: Demurrage	Per day - no dumps in 7 days	\$ 7.00
Roll-Off: Open-Top Haul Charge	Pull only - plus tons at per ton tip fee	\$ 315.27
Roll-Off: Compactor Haul Charge	Pull only - plus tons at per ton tip fee	\$ 315.27
Roll-Off: Green Waste Haul Charge	Pull only - plus tons at per ton tip fee	\$ 315.27
Roll-Off: Initial Delivery, Dead-Run, Go-Back, Box Relocation	Per occurrence	\$ 151.52
Roll-Off: Overweight Charge	Per ton over ten tons - excluding disposal	\$ 75.00
Roll-Off: "Rocket Launcher" Service	Per hour, one hour minimum	\$ 130.00
Roll-Off: Same Day Expedited Request	Per occurrence	\$ 75.00
Roll-Off: Compactor Wash-Out	Per occurrence	\$ 250.00
Roll-Off: Compactor Lease	Per month - excluding maintenance	\$ 595.00
Roll-Off: Roll-Off Box or Storage Box Rental	Per month - excluding maintenance	\$ 165.85
Roll-Off: Demurrage per Day - Contractor-Owned Containers	Per day - no hauls in 7 days	\$ 15.00
Roll-Off: Roll-Top Rental	Per month - excluding maintenance	\$ 75.00
L. Tipping Fees	Condition	Maximum Rate
Roll-Off: Disposal - Trash		\$ 92.50
Roll-Off: Disposal - Green Waste		\$ 118.07
Roll-Off: Disposal - Food Waste		\$ 118.07
Roll-Off: Disposal - Mixed Waste		\$ 118.07

Attachment 6

Exhibit 13

(Organic Waste Program; Food Recovery Support; Contamination Protocols)

1. Organic Waste Program.

1.1 Program. CONTRACTOR will provide staff, labor, and materials to assist CITY with its compliance with AB 1826 and SB 1383, as specified herein. CONTRACTOR shall (i) provide account site visits and reviews, and the tracking thereof; (ii) support public education and outreach efforts in CITY; (iii) meet with CalRecycle staff; (iv) provide Organic Waste tonnage data to both CITY and CalRecycle; and (v) provide Organic Waste Collection services, as provided in this Exhibit.

1.2 Definitions. For the purposes of this Exhibit, the following definitions shall apply.

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

b. Contamination. An occurrence involving any of the following: (i) discarded materials placed in any Container intended for Recyclable Materials that are not identified as acceptable Recyclable Materials for such Container; (ii) discarded materials placed in any Container intended for Organic Waste that are not identified as acceptable Organic Waste for such Container; (iii) discarded materials placed in any Container intended for Refuse that are acceptable Recyclable Materials and/or Organic Waste; and (iv) any other items or substances that are not Refuse, Recyclable Materials, or Organic Waste placed in any Container. Contamination shall be determined by CONTRACTOR’s visual or digital inspection.

c. Edible Food. Food intended for human consumption. 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. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply.

d. Food Recovery. Actions to Collect and distribute for human consumption Edible Food that otherwise would be disposed of, or as otherwise defined in 14 CCR Section 18982(a)(24).

e. Food Recovery Organization. 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, including (i) a food bank as defined in Section 113783 of the Health and Safety Code; (ii) a nonprofit charitable organization; and (iii) a nonprofit charitable temporary food facility as defined in Section 113842 of

the Health and Safety Code. If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply.

f. Food Recovery Service. 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).

g. Kitchen Pail. A Container that is a minimum of 1.5 gallons in size provided by CONTRACTOR to Customers receiving Cart service for the Collection of Organic Waste.

h. Tier One Commercial Edible Food Generator. A Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982: (i) Supermarket; (ii) Grocery Store with a total facility size equal to or greater than ten thousand (10,000) square feet; (iii) Food Service Provider; (iv) Food Distributor; or (v) Wholesale Food Vendor. If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply.

i. Tier Two Commercial Edible Food Generator. A Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982: (i) restaurant with 250 or more seats or a total facility size equal to or greater than five thousand (5,000) square feet; (ii) hotel with an on-site food facility and two hundred (200) or more rooms; (iii) health facility with an on-site food facility and one hundred (100) or more beds; (iv) large venue; (v) large event; (vi) state agency with a cafeteria with two hundred fifty (250) or more seats or a total cafeteria facility size equal to or greater than five thousand (5,000) square feet; or (vii) local education agency with an on-site food facility. If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply.

1.3 Acceptable Organic Waste. No later than December 1, 2022, and each July 1 thereafter, CONTRACTOR shall provide CITY a list of Organic Waste materials that may be collected from Organic Waste Containers under the Agreement. CITY and CONTRACTOR agree that the list of acceptable Organic Waste materials hereunder may be modified from time to time with the written approval of CITY.

1.4 Cart-Only Customers; Default Service. Upon execution of this Agreement, CONTRACTOR also shall provide one (1) Kitchen Pail to be used for the Collection of Organic Waste to then-existing Customers at SFDs and MFDs receiving Cart service.

1.5 Default Service.

a. SFD. CONTRACTOR will permit SFD Customers receiving Cart service to commingle source-separated Green Waste, Food Waste, food-soiled paper products, clean wood, and lumber only in Carts designated for Organic Waste and will process such waste at an Organic Waste Processing Facility that complies with the SB 1383 Regulations. CONTRACTOR shall provide all Customers at SFDs that receive Refuse Collection utilizing Refuse Carts with a Cart for Collection of Organic Waste. CONTRACTOR shall Collect all Organic Waste placed in Organic Waste Carts and put out for Collection by Customers not less than once per week on the same day as Refuse Collection. Customers shall be directed to place Carts for Collection on the sidewalk to

avoid impacting parking, but CONTRACTOR shall Collect Carts from the street as well. CONTRACTOR shall relocate Carts for Collection, when necessary, and return them to their original position.

b. MFDs. Section 1.5(a) of this Exhibit shall apply to MFDs that receive Refuse Collection utilizing Refuse Carts and Section 1.5(c) of this Exhibit shall apply to all other MFDs. Customers shall be directed to place Carts for Collection on the sidewalk to avoid impacting parking, but CONTRACTOR shall Collect Carts from the street as well. CONTRACTOR shall relocate Carts for Collection, when necessary, and return them to their original position.

c. Commercial. CONTRACTOR shall provide source-separated Organic Waste Collection service to Commercial Customers no less than one (1) time per week, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Customer and CONTRACTOR as long as the minimum frequency requirement is met. CONTRACTOR will process such source-separated Organic Waste at an Organic Waste Processing Facility that complies with SB 1383. CONTRACTOR shall offer and provide, at a minimum, one (1) 64-gallon Organic Waste Cart for source-separated Organic Waste materials to each Commercial Service Unit, including MFDs, receiving Bin service. CONTRACTOR may adjust, subject to a waste assessment performed by CONTRACTOR, the foregoing service frequency and Container sizes to any one of the following Bin types for Organic Waste: (i) one (1) cubic yard; (ii) one-and-a-half (1.5) cubic yards; (iii) two (2) cubic yards; or (iv) one (1) metal Roll-Off Container with a capacity of ten (10) cubic yards in size, provided that size and frequency shall be sufficient to provide that no Organic Waste need be placed outside Containers utilized for Organic Waste.

d. Kitchen Pails. CONTRACTOR will provide one (1) Kitchen Pail to be used for the Collection of Organic Waste to then-existing Customers at SFDs and MFDs receiving Cart service. Upon implementation of the Organic Waste Collection services provided herein, such pails shall be provided to Customers at soon as commercially practicable, and thereafter upon Customer request.

1.6 Organic Waste Routes. Notwithstanding any provision in the Agreement, CONTRACTOR may collect source-separated Organic Waste from multiple cities within one source-separated Organic Waste route and, if so, will report Organic Waste tonnage among the cities by volume.

1.7 Commingling. Except as permitted in Section 12.11.2 of the Agreement, CONTRACTOR shall not commingle, in the vehicles or otherwise, (i) any Refuse with any source-separated Recyclable Materials, Organic Waste or Green Waste, or (ii) any source-separated Recyclable Materials with Organic Waste or Green Waste when collected by CONTRACTOR, unless otherwise specifically authorized in writing by CITY. CONTRACTOR shall not be deemed to have violated this Section where such materials were commingled prior to Collection by CONTRACTOR.

1.8 Waivers. The Organic Waste Collection services specified herein shall not apply to Customers who may be exempt from AB 1826 or SB 1383, as determined by CITY pursuant to Applicable Law. CONTRACTOR shall assist CITY in the initial review of waiver applications under 14 CCR Section 18984.11. CONTRACTOR shall be responsible for the distribution,

collection, and evaluation of waiver applications as appropriate and provide CITY a recommendation to accept or reject waiver requests. CONTRACTOR shall adjust Organic Waste service levels within five (5) business days of notification from CITY that CITY has granted or rescinded a waiver.

1.9 Service Adjustments. CONTRACTOR may reduce or increase any Organic Waste service level based on inspection, audit, or review at any time, subject to CITY's right to review. CONTRACTOR may assess additional charges for Organic Waste services above the default service level and/or above the minimum Collection frequency for a given Customer.

1.10 Grace Period; Service Discounts. Effective December 1, 2022, and ending June 30, 2023 ("Grace Period"), each Commercial Service Unit, including MFDs, receiving Bin service shall receive one (1) 64-gallon Organic Waste Cart at no charge, provided the Organic Waste disposed of by such Customer does not exceed (i) twenty percent (20%) of the Customer's regularly Collected Solid Waste volumes or (ii) the Customer's regular Solid Waste Collection service level. Notwithstanding the foregoing, if during the Grace Period a Customer requires Organic Waste service in excess of the levels provided herein, CONTRACTOR may assess charges for Organic Waste services, as specified in Exhibit 11 less the discounts provided in Table 1. Upon the expiration of the Grace Period, CONTRACTOR may charge Customers for the provision of Organic Waste services at then-existing rates provided in Exhibit 11, less the discounts provided in Table 1.

Table 1 Organic Waste Discounts		
Year	Period	Discount
2022-2023	December 1, 2022 - June 30, 2023	100%
2023-2024	July 1, 2023 - June 30, 2024	75%
2024-2025	July 1, 2024 - June 30, 2025	50%
2025-2026	July 1, 2025 - June 30, 2026	25%
2026-	After July 1, 2026	0%

1.11 Education and Outreach. On a quarterly basis, CONTRACTOR shall provide educational material by mail or electronically to Customers providing information consistent with 14 CCR Section 18985. For illustrative purposes, such materials may include information concerning proper recycling, the use of Containers for Organic Waste, composting, preventing Contamination, and proper Cart placement. All community relations and promotional materials and related news releases shall be developed at CONTRACTOR's sole cost and expense. Updated educational materials shall be prepared for each fiscal year, and submitted to CITY's City Manager for approval no later than April 1 annually. CONTRACTOR shall perform the recordkeeping requirements related to compliance with education and outreach requirements under 14 CCR Section 18985.3.

1.12 Facilities Waste Characterizations. No more than twice per quarter unless otherwise required by law, CONTRACTOR shall conduct waste characterizations at facilities owned or operated by CONTRACTOR, pursuant to 14 CCR Section 17409.5.1.

1.13 Route Reviews. Beginning January 1, 2023, CONTRACTOR shall, at its sole expense, on a quarterly basis, conduct hauler route reviews for Contamination consistent with 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 route review methodology in compliance with 14 CCR Section 18984.5(b). CONTRACTOR shall submit its proposed route review methodology for the coming year to CITY no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each route's annual review. CONTRACTOR's proposed route review methodology shall include its plan for Container inspections and shall also include its plan for prioritizing the inspection of Customers that are more likely to be out of compliance. CITY shall review, comment on, and approve the proposed methodology. CONTRACTOR will commence with the proposed methodology upon approval. Comments shall be provided no later than five (5) business days after CONTRACTOR's submission and approval shall be provided no later than three (3) business days after CONTRACTOR's last comment. Approval shall not be unreasonably withheld.

1.14 Non-Compliance Monitoring. CONTRACTOR shall maintain a computer database of all oral and written SB 1383-related non-compliance incidents reported to CONTRACTOR by Customers or CITY, or discovered by CONTRACTOR. In response to non-compliance incidents involving Customers, CONTRACTOR shall provide CITY-approved educational materials within two (2) working days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during a CONTRACTOR route review. CONTRACTOR shall document the non-compliant Customers and the date and type of education materials provided and report such information to CITY.

1.15 Provision of Recovered Organic Waste Products. CONTRACTOR shall procure and provide to CITY sufficient quantities of compost, mulch, and/or California-derived Renewable Natural Gas ("CRNG") to meet CITY's required annual per capita procurement of products produced in accordance with 14 CCR Section 18993.1. For CRNG, CONTRACTOR may meet this obligation by using CRNG in Collection vehicles, provided such CRNG complies with 14 CCR Section 18993.1. CONTRACTOR shall comply with the recordkeeping and verification requirements of 14 CCR 18993.2, provided that CITY shall notify CONTRACTOR as soon as practicable of any third-party request under the California Public Records Act Request (excluding any request by CalRecycle) to review or copy such material, at which time CONTRACTOR shall have an opportunity to ensure such information is protected from disclosure, through redactions; or if CITY determines that such information should be disclosed, CITY shall provide three (3) business days' notice to CONTRACTOR, in which event CONTRACTOR may seek a court order enjoining that release.

1.16 Recordkeeping and Reporting. CONTRACTOR shall prepare and maintain the records identified in 14 CCR Section 18995.2(f) arising from the work performed by CONTRACTOR and assist CITY in reporting such information. CONTRACTOR will provide an annual report of the following: (i) the average daily gross tons of Organic Waste collected by route, with map of routes; (ii) the total number of generators that receive each type of Organic Waste Collection service provided by CONTRACTOR; (iii) the number of Organic Waste Collection containers distributed by size and Customer type; and (iv) annual totals of Organic Waste processed including facility name and location.

1.17 Container Colors. 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) Solid Waste Container bodies and/or lids shall be black or gray; (ii) Recyclable Materials Container bodies and/or lids shall be blue; and (iii) Organic Waste Container bodies and/or lids shall be green. Hardware such as hinges and wheels on the Containers may be a different color than specified above. In accordance with 14 CCR Section 18984.7, CONTRACTOR is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements hereunder prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.

1.18 Container Labeling. Beginning December 1, 2022, CONTRACTOR shall, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each Container that has been provided to a Customer that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that Container. Imprints or labels shall clearly indicate items that are prohibited Container contaminants for each Container.

1.19 Organic Waste Ordinance; Enforcement. CITY agrees to implement an Organic Waste ordinance that will require all Customers to subscribe to Organic Waste services. CONTRACTOR shall coordinate with CITY by providing, upon CITY's request, notice to CITY of any and all persons refusing Organic Waste Collection services and without a waiver. CITY shall be responsible for all fines, penalties, and other enforcement actions available through its police powers to enforce its ordinances. CONTRACTOR shall not be liable for any claims, actions, obligations, demands, damages, liabilities, costs, or expenses for any damages or injuries caused by or arising from (i) the failure of Customers to subscribe to Organic Waste services or (ii) the suspension or termination of services upon nonpayment in whole or part by Customers, provided CONTRACTOR reports such instances of noncompliance or nonpayment to CONTRACTOR for CITY code enforcement.

1.20 Program Changes. If additional or modified Organic Waste services are necessary and CONTRACTOR will otherwise incur additional costs, such as but not limited to changes in service frequency requirements mandated by Applicable Law, CONTRACTOR shall request a special rate adjustment as specified in Section 5.10 of the Agreement. Nothing in this Agreement shall be construed as obligating CONTRACTOR to provide additional or modified Organic Waste services prior to CITY and CONTRACTOR having first agreed in writing to any such change.

2. Food Recovery Assistance; Restaurant Food Waste Diversion

2.1 Food Recovery Initiatives. On December, 1, 2022, and commencing annually thereafter on each July 1, beginning July 1, 2023, CONTRACTOR shall provide Seventy-Five Thousand Dollars (\$75,000.00) in financial support to Food Recovery initiatives in CITY ("Food Recovery Support Payment") provided, however, the Food Recovery Support Payment shall be adjusted annually each July 1 by a percentage equal to the percentage change between the Trash CPI for a 12-month period (March of the prior year to March of the current year), plus one percent (1%), provided that such Trash CPI adjustment will not exceed eight percent (8%) per year. CONTRACTOR shall collaborate with CITY to determine the best use of this financial support.

2.2 Identification of Commercial Edible Food Generators. Commencing no later than December 1, 2022, and annually thereafter on each July 1, CONTRACTOR shall identify Customers that meet the definition of Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators and provide to CITY a list of such Customers, which shall include Customer name; service address; contact information; Tier One or Tier Two classification; and type of business.

2.3 Assessment. CONTRACTOR will provide information or documentation requested by CITY in support of Organic Waste or Edible Food Recovery Capacity Planning studies for CITY to comply with 14 CCR Sections 18992.1 and 18992.2. Commencing December 1, 2022, and annually thereafter, beginning January 1, 2024, CONTRACTOR shall contact Tier One Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services and assess compliance with food recovery program requirements of 14 CCR Chapter 12 Article 10. Commencing January 1, 2024, and annually on each January 1 thereafter, CONTRACTOR shall expand its annual assessment to include Tier Two Commercial Edible Food Generators. CONTRACTOR shall report to CITY Commercial Edible Food Generators that fail to comply with 14 CCR Section 18991.3.

2.4 Education and Outreach. Commencing December 1, 2022, and annually thereafter, CONTRACTOR shall provide Commercial Edible Food Generators with the following information: (i) information about CONTRACTOR's and/or CITY's Edible Food Recovery Program; (ii) information about the Commercial Edible Food Generator requirements under 14 CCR Chapter 12 Article 10; (iii) information about Food Recovery Organizations and Food Recovery Services operating within CITY, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and (iv) information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste. CONTRACTOR may provide the education information required by this Section by including it with regularly scheduled notices, education materials, Billing inserts, or other information disseminated to Customers.

3. Contamination Protocols.

In order to prevent the commingling of Refuse with Containers intended for Recyclable Materials or Organic Waste, CONTRACTOR shall implement Contamination Protocols, as specified herein.

3.1 First and Second Contamination Events. Upon the first and second discoveries of Contamination, CONTRACTOR will Collect the contaminated waste if safe to do so, treat the waste as Refuse for handling and Billing purposes, and affix a "Contamination Violation Notice" to any Container with contaminated waste. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste, and CONTRACTOR must notify the Customer by phone, by U.S. mail, by email, in person, or by tag of the following: (i) for the third and fourth occurrences of Contamination, the Customer may be charged a Contamination fee for each contaminated Container, and (ii) for the fifth and subsequent occurrences of Contamination, CONTRACTOR may charge a Contamination fee and increase the size of the Customer's waste Container or require an additional Container(s). CONTRACTOR must also contact the Customer by phone, by U.S. mail, by email, in person, or by tag to ensure that the Customer has the appropriate level of service for proper Collection of waste.

3.2 Third and Fourth Contamination Events. Upon each of the third and fourth discoveries of Contamination, CONTRACTOR will Collect the waste in the contaminated Container(s) if safe to do so, treat the waste as Refuse for handling and Billing purposes, and affix a Contamination Violation Notice to the contaminated Container. CONTRACTOR may also elect to charge a Contamination fee for each occurrence to provide additional education and outreach to Customers responsible for Contamination. For any assessed Contamination fee, CONTRACTOR must provide digital/visual documentation of CONTRACTOR's discovery of Contamination.

3.3 Five or More Contamination Events. Upon each of the fifth and any subsequent discoveries of Contamination, CONTRACTOR will Collect the waste in the contaminated Container(s) if safe to do so, treat the waste as Refuse for handling and Billing purposes, and charge a Contamination fee for each occurrence to provide additional education and outreach to Customers responsible for Contamination. For any assessed Contamination fee, CONTRACTOR must provide digital/visual documentation of CONTRACTOR's discovery of Contamination. Upon five (5) business days' notice to CITY and Customer, CONTRACTOR may increase Container size, require additional Containers for excessive Contamination, or increase Collection frequency. CITY will consult with CONTRACTOR and consider, and pursue as applicable, appropriate legal remedies against offending Customers in order to secure discontinuance of the Contamination. All CITY costs of such action shall be recovered from the offending Customers.

3.4 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 City Manager to resolve the dispute. A request by CONTRACTOR to the City Manager to rule on any such dispute must be filed within ten (10) business days 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, CITY will rule on the dispute within ten (10) business days, and the City Manager's decision on resolving the dispute between Customer and CONTRACTOR will be final.

Attachment 7

Exhibit 14 (Pet Waste Services)

1. Pet Waste Services.

CONTRACTOR shall be responsible for the administration of the maintenance of the pet waste station program in CITY under the direction of CITY's Facilities and Field Services Division Manager or designee. CONTRACTOR shall provide Pet Waste Services seven (7) days a week, Monday through Sunday. Pet Waste Services shall be completed no later than 8:30 a.m. or at a time mutually agreed upon by CITY and CONTRACTOR. CONTRACTOR shall complete a weekly tracking sheet provided by CITY for each station serviced to allow for tracking of service levels at CITY pet waste stations.

2. Damaged or Missing Stations.

CONTRACTOR shall advise CITY within one (1) hour of completing daily servicing of damaged and/or missing pet waste station components. CONTRACTOR shall document damage to the pet waste stations with photographs and furnish to CITY. At CITY's option, CONTRACTOR shall repair and/or replace damaged or missing components at a time and materials rate to CITY.

3. Supplies.

CONTRACTOR shall be responsible for supplying all bags at CONTRACTOR's expense to line the interior of the pet waste receptacles on the waste stations. Bags must fit properly, and they must be changed daily if they contain waste material. CONTRACTOR also shall be required to supply all individual waste bags, at CONTRACTOR's expense, needed to restock all stations as depicted in Exhibit 14-1, on a daily basis if needed. The bags shall fit the stations and shall meet all California state standards regarding plastic bags.

4. Disposal of Pet Waste.

CONTRACTOR is required to dispose of pet waste appropriately at its own expense on a daily basis.

5. Noise Control.

CONTRACTOR shall comply with all CITY sound control and noise level rules, regulations, and ordinances that apply to any Pet Waste Services and shall make every effort to control any undue noise resulting from services provided.

6. Air Pollution Control.

CONTRACTOR shall comply with all air pollution control rules, regulations, ordinances, and statutes that apply to any Pet Waste Services and shall not discharge dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

7. Complaint Procedure.

CONTRACTOR shall respond promptly to all reported incidents and problems from citizens and from CITY arising from Pet Waste Services. CONTRACTOR shall maintain a log recording all reported incidents, complaints, or problems, and their final dispositions. This log shall be available at all times for inspection by CITY. CONTRACTOR shall submit to CITY a monthly report from this log.

8. Practices.

CONTRACTOR shall comply with all federal, state, county, and local requirements as they pertain to Pet Waste Services and make CITY aware of all changes as they occur.

9. Pet Waste Services Locations.

Pet Waste Services shall be provided at the locations specified in Exhibit 14-1. CITY shall provide reasonable advance written notice of any changes to station locations. CITY may add or change no more than ten (10) locations annually free of charge. If CITY determines that Pet Waste Services are required at more than ten (10) locations not designated in Exhibit 14-1, CITY and CONTRACTOR shall meet and confer to discuss the provision of such additional services.

10. Service Costs.

CONTRACTOR shall provide services hereunder at no charge, provided that in the event that CITY issues Notice to Wind Down as specified in Section 2.03 of the Agreement, CITY agrees to compensate CONTRACTOR at CONTRACTOR's then-existing hourly rate for such services for the remaining term of the Agreement.

Exhibit 14-1

(Pet Waste Services Locations)

Stop #	Add #	Add Street	Comments
1	1122	Detroit	
2	1216	Detroit	
3	1122	Formosa	
4	1252	Formosa	
5	7154	Lexington	
6	1101	Poinsettia Dr	
7	1227	Poinsettia Place	
8	1109	Vista	
9	7601	Norton	
10	7730	Lexington	
11	1265	Curson	
12	1040	Curson	
13	1239	Ogden	
14	1100	Ogden	
15	1114	Orange Grove	
16	1234	Orange Grove	
17	7970	Santa Monica Blvd	
18	1011	Orange Grove	
19	1050	Ogden	
20	1000	Spaulding	
21	904	Stanley	
22	1000	Gardner	
23	1034	Hayworth	
24	1040	Laurel	
25	1343	Laurel	
26	1345	Hayworth	
27	1245	Hayworth	
28	8006	Norton	
29	8220	Norton	
30	1274	Havenhurst	
31	1318	Crescent Heights	
32	1351	Havenhurst	
33	1430	Harper	
34	1323	Harper	
35	1260	Harper	
36	1284	Sweetzer	
37	1113	Sweetzer	
38	1000	Sweetzer	
39	637	Sweetzer	
40	850	Kings	
41	1125	Kings	
42	1264	Kings	Fountain
43	1211	Flores	
44	1200	Olive	
45	1169	Hacienda	
46	8231	De Longpre	
47	8309	De Longpre	
48	8477	De Longpre	
49	8561	West Knoll	
50	8558	Holloway	
51	901	Hancock	
52	830	Palm	
53	924	Palm	
54	1115	Sherbourne	
55	8755	Shoreham	
56	1227	Horn	
57	8755	Sunset Blvd	
58	8765	Sunset Blvd	
59	1124	Larrabee	
60	1029	Larrabee	
61	815	Larrabee	
62	8855	Cynthia	
63		Cynthia	Hammond
64	1012	Hammond	
65	9041	Harratt	
66	1011	Hilldale	
67	8961	Keith	
68	9048	Keith	
69	9024	Llyod	
70	9256	Doheny	
71	808	Doheny	
72	9039	Rangely	
73	9031	Rosewood	
74	8941	Rosewood	
75	152	Clark	
76	8560	Rosewood	
77	436	San Vicente	
78	8728	Bonner	
79	436	San Vicente	
80	316	Westbourne	
81	424	Westmount	
82	8560	Rosewood	
83	400	Norwich	
84	803	Westmount	
85	618	Orlando	
86		Clinton	Flores