

AMENDMENT 3 TO CONTRACT NO. 003430

**FOR PROVISION OF RESIDENTIAL AND COMMERCIAL
SOLID WASTE COLLECTION SERVICES FOR THE AREA OF
LENNOX GARBAGE DISPOSAL DISTRICT (GDD)**

THIS AMENDMENT 3, made and entered into this 27th day of July, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WARE DISPOSAL, INC., a California corporation, located at 1035 East 4th Street, Santa Ana, California, 92701 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

WHEREAS, on July 3, 2018, the Board of Supervisors (Board) awarded Contract No. 003430 (CONTRACT) to CONTRACTOR, to provide refuse, green waste, and recyclables collection services to residential and commercial properties in the unincorporated area of Lennox GDD for a period of 6 years, 10 months, and 19 days (referred to as seven years for convenience) with two 18-month renewal options to be exercised in the sole discretion of the County, commencing on August 13, 2018, for an aggregate potential term of 10 years, 10 months, and 19 days; and

WHEREAS, the Board delegated authority to the Director of Public Works or his designee to renew the contract for each additional renewal option; to approve and execute amendments to the CONTRACT to incorporate necessary changes within the CONTRACT services and specifications; to adjust the contract amount by up to 10 percent of the annual contract sum for unforeseen, additional work within the scope of work of the contract; and

WHEREAS, this CONTRACT is currently in the fifth year of its initial 7-year contract term;

WHEREAS, on May 29, 2019, the COUNTY and the CONTRACTOR executed Amendment No. 1 to the CONTRACT, correcting Part 1, Section 7.C.1 of the CONTRACT entitled County Service Fees and Maximum Contract Sum to provide the correct reference to the Schedule of Prices and the not-to-exceed monetary amount; and

WHEREAS, on May 19, 2020, the Board delegated authority to the Director of Public Works or his designee to execute amendments to the CONTRACT to address various market and legislative changes affecting the solid waste collection industry, including but not limited to increasing the Monthly Rate per Customer for Task 1 Customer Services and Task 2 County Services by up to 30 percent; and

WHEREAS, on December 29, 2020, the COUNTY and the CONTRACTOR executed Amendment No. 2 to this CONTRACT, providing a new monthly rate per refuse unit of \$28.06 for Task 1 services effective January 1, 2021, amending Exhibit 3A1, Items F, and adding Item Q Flow Control to Exhibit 3A1 that provides the Director authority to direct CONTRACTOR to take Solid Waste to a specific site or facility; and

WHEREAS, COUNTY desires to change the method by which the service fees are adjusted for services rendered on or after July 1, 2023, using a single Consumer Price Index that captures all the changes affecting the solid waste industry, including prices for labor, fuel, and the processing of various types of commodities, change language in various sections of the contract, and add a provision that allows the COUNTY to require CONTRACTOR to provide organic waste collection services pursuant to the requirements of Senate Bill (SB) 1383;

NOW, THEREFORE, in consideration of these facts, the COUNTY and CONTRACTOR agree that the CONTRACT between them shall be amended as follows:

FIRST: The COUNTY and CONTRACTOR agree that implementation of SB 1383 compliant service may be as early as August 1, 2023, the Monthly Rate per customer for Task 1 Customer Services shall be as follows:

MONTHLY RATE	
Services	Monthly Rate Per Refuse Unit (Billed to COUNTY)
Monthly Rate for Basic Services[¥]	
A. One 96-gallon Refuse (no food waste)	A *\$19.13
B. One 96-gallon Recyclables	B **\$4.12
C. One 96-gallon Green Waste (w/Food) or one 64-gallon Food Waste	C ***\$14.14
Monthly Rate for Basic Services (without SB 1383 Compliance)	
D. One 96-gallon Refuse (with food waste) [£]	D *\$26.55 (replaces A)
E. One 96-gallon Green Waste (without Food Waste) [£]	E ***\$5.95 (replaces C)
Portion of the Monthly Rate for Special Services (Exhibit 3A1 H)[¥]	
1. Christmas Tree Collection	1 \$0.02
2. Annual Cleanup Event	2 \$0.55
3. Mulch/Compost & Shredding Event	3 \$0.08
4. Bulky Item Service	4
o Bulky Items	\$0.08
o Excess Refuse	\$0.02
o Excess Green Waste	\$0.01
o Special Recyclables/Reusable Items	\$0.01
5. Priority Pickups at Director's Request	5 \$0.01
6. Special Cleanup Events Services	6 \$0.01
7. Sharps Collections	7 \$0.01
8. GPS & Video Equipment & Recording	8 \$0.02
Total of A - C and 1 - 8 (do not include D or E)	1.1a #\$38.21 (Basic Service Total)
Monthly Rate for Alternative to Director's Preferred Method	
	(optional)
• One 96-gallon Refuse Cart	\$22.50
• One 96-gallon Recyclables Cart	\$ N/A
• One 96-gallon Green Waste Cart	\$12.50
• One 64-gallon Food Waste Cart	\$ N/A

SECOND: The COUNTY reserves the right, in its sole discretion, to suspend (and resume) any one or all of the work listed in the table above, including switching basic services to mixed Refuse with food waste, or directing Food Waste to a landfill if, in the opinion of the Director, it is in the best interest of the COUNTY to do so. (COUNTY and CONTRACTOR may execute an amendment for any change to the services listed in the table above.) In the event any of the services listed in the table above are suspended for a period of time, CONTRACTOR shall not invoice the County for the monthly rate tied to the suspended service. In the event the basic services for refuse and green waste are switched with refuse and green waste without SB 1383 compliance as listed in the table above, the Contractor shall invoice the County for the lower monthly rates tied to the basic service for refuse and green waste without SB 1383 compliance.

THIRD: Section 1, item A. 2. Nonexclusive Collection of Solid Waste, on page 1-5, is deleted in its entirety and replaced with the following:

2. Grant of Exclusive Collection Solid Waste

CONTRACTOR shall perform the Contract Services, as described in Section 3, subject to all the terms and conditions in this CONTRACT and the exclusions in subsections B (Exclusions from Service) and C (Exclusions from Exclusivity) of this Section. This CONTRACT does not grant the CONTRACTOR an exclusive right to provide Task 1 Customer Services within the Service Area at this time, but service will be exclusive once the COUNTY's Exclusive Commercial Franchise system is implemented and other haulers are no longer providing service in the Service Area.

FOURTH: Section 1, item C. 3. Food Waste, on page 1-7, is deleted in its entirety and replaced with the following:

3. Single-Pass Accounts

This CONTRACT is not exclusive in regard to Collection, transportation and Disposal/Diversion from Customers that request and are approved by Director for one truck for the Refuse, Recyclables, and Green Waste Municipal Solid Waste Services.

4. Certain Organic Waste Collection

a. *Micro-Haulers*

This CONTRACT excludes the exclusive right and privilege to Collect Organic Waste that Occupant provides to Director approved/contracted Micro-Hauler. Director allows certain Customers to utilize Micro-Haulers to Collect, transport, and Divert part or all their Organic Waste that they generate, including but not limited to the collection of Manure, Landscaping, Food Waste.

Micro-Haulers are not to provide Organic Waste Collection service to an Occupant equal to or more than one 64-gallon container collected weekly. Micro-Haulers are not to exceed collection threshold of 3 tons of Organic Waste per month within the Service Area.

b. Onsite Management

This CONTRACT excludes the exclusive right and privilege to Collect Organic Waste that Occupant manages on the site where it is generated, such as onsite composting.

c. Manure

This CONTRACT excludes the exclusive right and privilege to Collect Manure. Manure may be Collected by CONTRACTOR or the County authorized hauler for the area.

FIFTH: Section E.3, Fuel/Power of Exhibit 3A1 on page 11 is deleted in its entirety and replaced with the following:

3. Fuel/Power

Vehicles used for automated Collection must use Liquid Natural Gas (LNG), Compressed Natural Gas (CNG), Renewable Natural Gas (RNG), electric, or other alternatives to diesel fuel, as approved by Director unless Contractor Documentation provides otherwise with respect to Collection at Premises that are difficult to serve as permitted in item O of this Exhibit.

CONTRACTOR shall procure RNG derived from recycled Organic Waste that meets SB 1383 regulations Section 18993.1(h) requirements in the amount of, at least, 25% of their total fuel usage for servicing the Service Area. CONTRACTOR shall agree that the COUNTY has the sole right to report this RNG procurement towards the COUNTY's fulfilment of its annual recovered Organic Waste product procurement target defined in accordance with 14 CCR Section 18993.1. CONTRACTOR shall maintain records of all fuel contracts and purchases and provide to Director upon request in addition to fulfilling reporting requirements stipulated under item A2 of Section 10, Reports.

CONTRACTOR may propose an alternative procurement plan, as listed in item Q of Exhibit 3A1, with justification for why RNG procurement is not feasible or reasonable, provided the plan meets the 0.08 tons of Organic Waste per resident in the Service Area per year, required in SB 1383, Section 18993.1(c). Implementation of such plan is subject to Director approval.

SIXTH: Section 8, is deleted in its entirety and replaced with the following:

SECTION 8 - WASTE CHARACTERIZATIONS/EVALUATIONS

A. Participate with County Study

CONTRACTOR shall cooperate with Director in conducting Solid Waste characterization studies and waste stream audits. Cooperation includes all the following:

- Diverting Collection Vehicles from their regular route to alternate locations;
- Emptying all Solid Waste from Collection Vehicles; and
- Providing Collection, transportation, and Disposal of Solid Waste remaining after the study or audit.

B. Perform Study

CONTRACTOR shall perform waste evaluations to assist County in compliance with SB 1383, Article 3, Section 18984.5(c).

1. Methodology

CONTRACTOR shall follow all guidelines and sampling methodology established by CalRecycle when conducting the study.

2. Frequency

CONTRACTOR shall perform the required studies twice per Contract Year in two distinct seasons.

C. Facility Results

As required in item A2f of Section 10, CONTRACTOR is to submit a copy of any waste characterizations performed on Recyclables by the Materials Recovery Facility.

SEVENTH: Section 11, Substitute, Emergency, and Back-Up Service on pages 11-59, the following is added:

E. Task 1 Customer Services - Response to Emergencies

Depending on the extent and magnitude of an emergency, Customers may encounter issues with making payments and CONTRACTOR may be unable to fulfill all CONTRACT requirements. Upon declaration of a Federal, State or Local emergency, Director may implement the following policies with written Notice regarding Task 1 Customer Services. CONTRACTOR is not required to promote items 1, 2 or 3 to the public.

1. **No Stop Service**

CONTRACTOR shall not stop service to any account for delinquent payment during an emergency. Not applicable to debt prior to the emergency.

2. **No Late Fees**

CONTRACTOR shall not charge late fees on bills unpaid amount incurred during the emergency. Not applicable to debt prior to the emergency.

3. **Extended Payment Option**

CONTRACTOR shall allow Customers up to 12 months after an emergency is declared over to make monthly payments to debt incurred during the emergency. Not applicable to debt prior to the emergency.

4. **Adjustment of Existing Services**

Director shall consider implementing changes such as:

- **Non-essential services suspended**
 - Annual Cleanup Events delayed
 - Compost/Mulch Giveaways delayed
 - Cart exchanges if they are still usable
- **Bulky Item collection may be delayed up to 3 weeks** from call-in
- **Collection hours are expanded to 6 am to 8 pm**
- **Time required to speaking to a live customer service representative** may be extended but Director must be notified if the average time exceeds 20 minutes.
- **Weekly collection modified**
 - Biweekly Green Waste
 - Biweekly Recyclables (residents stockpile and compact their containers to fit more)
 - Alternating weeks of Recyclables and Green Waste
 - Comingled Recyclables and/or Green Waste with Refuse

EIGHTH: Exhibit 3A1, item E, Special Vehicles, on page 13, delete item 10 in its entirety and replace with the following:

10. **No Comingling of Abandoned Waste and Bulky Items**

CONTRACTOR shall use separate Vehicles for the Collection of Abandoned Waste and Bulky Items. This is necessary in order to allow CONTRACTOR to report the tonnages of each type of waste. However, Director may consider approving comingling in Service Areas with very little Abandoned Waste.

NINTH: Exhibit 3A1, item C. Diversion on pages 3 and 4 is deleted in its entirety and replaced with the following:

C. Diversion

1. Divert Materials

a. *Refuse Transport and Disposal*

CONTRACTOR shall transport all Refuse that it Collects to the Solid Waste Facility in Contractor Documentation in Exhibit 3D. CONTRACTOR may be directed to use facilities designated by Director, as provided in item F2 of Exhibit 3A1.

b. *Recyclables Transport and Processing*

(1) Facility Designated in Exhibit 3D

CONTRACTOR shall transport all Recyclables that it Collects to the Processing facility that it designates in Contractor Documentation in Exhibit 3D, such as a materials recovery facility.

(2) Facility Standards

Director reserves the right to set Processing facility standards, review documentation, and inspect facilities in the future and not allow use of facilities that do not meet Director's standards.

(3) E-Waste

CONTRACTOR shall Recycle and dismantle all E-waste that it Collects into materials that meet commercial standards for marketable commodities such as metals, plastic, and glass in a facility that operates within the United States. CONTRACTOR shall not ship any other E-waste or E-waste components outside the United States. CONTRACTOR shall demonstrate compliance with this subsection in the form of an affidavit from the proposed E-waste recycler.

c. *Organic Waste Transport and Processing*

(1) Facility Designated in Exhibit 3D

CONTRACTOR shall transport all Organic Waste (Green Waste and Food Waste) that it Collects from Green Waste Containers and/or Food Waste Containers to the Processing

Facility that it designates in Contractor Documentation in Exhibit 3D.

(2) **SB 1383 Compliance**

CONTRACTOR shall transport Organic Waste to facilities that are compliant with SB 1383 requirements, as set forth in Article 2, Section 18983.1(b), except that land application is not allowed under this CONTRACT. Land application will only be allowed with written approval by Director due to a lack of other viable facilities.

Contractor shall secure adequate, verifiable Organic Waste Diversion capacity to handle all of the Organic Waste that it collects in accordance with this agreement

d. Manure Transport and Processing

If CONTRACTOR must Collect Manure in the Service Area, CONTRACTOR shall transport Manure to the Processing Facility that it designates in Contractor Documentation in Exhibit 3D.

2. Reasonable Business Efforts to Divert

CONTRACTOR shall use Reasonable Business Efforts to Divert the following materials that it Collects:

a. Bulky Items

Bulky Items in accordance with item H3 of Exhibit 3A1 and item B of Exhibit 3A3.

b. Abandoned Waste

Abandoned Waste Collected in accordance with Exhibit 3A2

c. Excess Solid Waste

Excess Solid Waste Collected in accordance with item H2 of Exhibit 3A1 and item B of Exhibit 3A3.

d. Manure

Manure observed in Refuse Containers by offering Manure-only Containers

CONTRACTOR shall Dispose the items, listed in this subsection, Collected from Customers and Occupants pursuant to this CONTRACT in accordance with the following hierarchy:

1. Reuse, as-is
2. Disassemble, for reuse or Recycling
3. Recycle
4. Conversion
5. Disposal

CONTRACTOR shall not Dispose of the items, listed in this subsection, in a landfill unless the items cannot reasonably be reused or Recycled.

3. Organic Waste Diversion

CONTRACTOR is required to assist COUNTY to comply with all applicable laws, including SB 1383 which requires the State to achieve Organic Waste Disposal reduction targets.

COUNTY intends to have Organic Waste Diverted from landfills at the start of this AMENDMENT. However, COUNTY reserves the right to either delay implementation, stop, or start Organic Waste Diversion at any time. Therefore, CONTRACTOR is to include amounts for Diversion and Disposal in Attachment 2.1, Rate Schedule, Task 1 Schedule of Prices. Note the following:

- Recyclables will include wood, dry lumber, and textiles as part of the Bulky Item Collection but are not to be placed in the Recyclables Cart.
- Containers at Homeless Encampments will be treated as public receptacles and therefore not considered Unsegregated Single-Container Collection Services as set forth in Section 18984.3 of SB 1383 and therefore such waste is not required to go to a high diversion Organic Waste processing facility.

a. Residential Occupants with Carts and Dumpsters

COUNTY has determined that compliance with SB 1383 Article 3, Section 18984.1: Three-Container Organic Waste Collection Services is the best methodology to implement the requirements of SB 1383 for Residential Occupants using Carts and must be used by CONTRACTOR, unless otherwise approved by Director. CONTRACTOR may submit an alternate method with a corresponding bid price for approval by Director.

Green Container will be for all Organic Waste and its contents shall be transported to a facility that processes source separated Organic Waste, unless a separate Food Waste Container is provided. Occupants will not be permitted to place Organic Waste, including Food Waste, in the Refuse Container. Occupant must source separate Organic Waste in the Green or Food Waste Container. When CONTRACTOR discovers Prohibited Container

Contaminants, CONTRACTOR shall follow procedures described below in item d of this Exhibit 3A1, C3.

b. Multifamily Occupants with Dumpsters

COUNTY has determined that compliance with SB 1383 Article 3, Section 18984.2: Two-Container Organic Waste Collection Services, (a)(2), a two-container system where a blue Recyclables Dumpster and gray Refuse Dumpster, may be the best methodology to implement the requirements of SB 1383 for Multifamily Occupants using Dumpsters, and must be considered for use by CONTRACTOR, unless otherwise approved by Director. CONTRACTOR is to submit a bid price for this method and a second bid price for placing the Food Waste in the Green Containers, as in item a above. This service would require the use of an approved high-diversion materials recovery facility.

c. Commercial Occupants with Dumpsters

COUNTY has determined that compliance with SB 1383 Article 3, Section 18984.1: Three-Container Organic Waste Collection Services is the best methodology to implement the requirements of SB 1383 for Commercial Occupants using Dumpsters and must be used by CONTRACTOR, unless otherwise approved by Director. CONTRACTOR may submit an alternate method with a corresponding bid price for approval by Director.

Furthermore, item (a)(6)(A) of Section 18984.1 will be used for additional segregation of Organic Waste by providing a Food Waste Container with a brown lid for Food Waste and its contents shall be transported to a facility that processes source separated Organic Waste.

TENTH: Exhibit 3A1, pages 19 and 20, item H.7. Mulch and Compost Giveaway Program is deleted in its entirety and will be replaced with item 7. Mulch/Compost Giveaway & Shredding Program, with the below language:

7. Mulch/Compost Giveaway & Shredding Program

CONTRACTOR shall twice annually, publicize and offer Occupants Mulch (i.e., shredded bark and wood chips), Compost, and a document shredding service at no additional charge to Customers, Occupants, or COUNTY. This shall occur once in the early Spring and again in the early Fall, or at alternate dates as requested or approved by Director. CONTRACTOR must provide recovered Organic Waste products as set forth in Article 12 of SB 1383. CONTRACTOR shall use Reasonable Business Efforts to offer Mulch and Compost that were produced from Green Waste generated in the Service Area, unless otherwise approved by Director.

See item A of Exhibit 3A3 for required minimum quantities of Mulch and Compost. All materials shall be tested and certified per requirements of the Local Enforcement Agency. CONTRACTOR shall comply with the California Department of Food and Agriculture's quarantine restrictions for the movement of the Green Waste.
(<https://www.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html>)

CONTRACTOR shall also offer on-site shredding of unlimited quantities of paper documents from Residential Premises. CONTRACTOR is not required to accept documents from a business. CONTRACTOR shall allow Customer or Occupant to witness the shredding to provide additional assurance of preventing identity theft.

a. Pickup Event

CONTRACTOR shall select a location, preferably within the Service Area (typically in the parking lot of a park or school) or other feasible areas approved by Director and shall be responsible for planning and making all necessary arrangements. CONTRACTOR shall provide all the necessary staffing, Vehicles, Containers, and other equipment, and materials or supplies (such as shovels and extra bags). CONTRACTOR shall help participants who request help and shall post a Bilingual sign at the event offering assistance. Upon request of CONTRACTOR, Director may provide some assistance in securing COUNTY facilities.

b. Delivery

In lieu of a pickup event, CONTRACTOR may deliver bagged Mulch and Compost, with Director approval. CONTRACTOR shall provide all the necessary staffing, Vehicles, and bags. Within one week after Occupant request, CONTRACTOR shall deliver Mulch and/or Compost to that Occupant's address.

ELEVENTH: Exhibit 3A1 on pages 23 through 29, item L. Public Education, replace in its entirety with the following language:

CONTRACTOR shall develop, disseminate, and conduct comprehensive public education and outreach regarding services to maximize Diversion of Recyclables, Green Waste, Organic Waste, Bulky items, Sharps, and E-waste. The public education and outreach components shall include but not be limited to the following:

1. Customer Terms and Conditions

Before commencing Task 1 Services and annually thereafter by July 1, CONTRACTOR shall provide a Terms and Conditions to Customers and Occupants, substantially in the form included in Exhibit 16 and approved by Director.

CONTRACTOR shall distribute to Customers and Occupants a copy of the Terms and Conditions upon request.

Director may change the form and content of Terms and Conditions from time to time after Notice to CONTRACTOR. CONTRACTOR may change the form of Terms and Conditions only with Director's prior written consent in accordance with item L1.

2. Service Brochure(s)

Before commencing Task 1 Services and to each new Customer and Occupant, and annually throughout the CONTRACT term, CONTRACTOR shall provide a service brochure to Customers and Occupants, specifically in the form included in item D of Exhibit 16, which must include at a minimum, all the following items:

- The scope of Task 1 Services, including general information on size and number of Carts, where to get specific information about their Containers, and a general description of the Set-Out Site;
- Holiday schedules in accordance with item B5 of Exhibit 3A1;
- Delivery, pick up, exchange, and replacement of Carts;
- Any weight limitations of Carts;
- CONTRACTOR's Office Hours, toll-free customer service telephone number, e-mail address, and website;
- Director's telephone number (888 CleanLA), which the Customers or Occupants may call after contacting CONTRACTOR if the Customer's or Occupant's service complaint is not satisfactorily resolved;
- Description of Organic and Green Wastes and items (such as palm fronds) that do not comprise Organic Waste, including items approved by Director;
- Description of the Recyclables; and
- Any other information requested by Director.

3. Community Meetings/Events

Upon Director's sole discretion, the format of the meeting shall be either in-person and/or over the Internet using a Director-approved software application. All meetings shall be at no cost to attendees or COUNTY. CONTRACTOR is to provide simple refreshments for in-person meetings. Drinking water is sufficient to meet this requirement. CONTRACTOR shall use Reasonable Business Efforts to make meetings zero-waste events including refreshments that do not contain single-use packaging and recyclables and/or food waste containers if the facility does not provide such containers. CONTRACTOR may need a supply of reusable drinking cups or drinking glasses for either use by attendees or gifts to attendees.

a. *Prior to Start of Contract*

Before beginning Task 1 Services, CONTRACTOR shall hold a minimum of two and up to six community meetings in English and upon Director request, in Spanish, to explain hauler transition, if applicable, and new Task 1 Services to Customers and Occupants in the Service Area:

- Up to three on weekday evenings;
- Up to three on separate Saturdays; and
- Director may modify number, date, and time.

CONTRACTOR shall inform Director of the proposed meeting locations, setup, and arrangements between two and three weeks prior to the proposed date. CONTRACTOR shall obtain Director's approval before holding any meeting.

CONTRACTOR shall notify all Customers and Occupants of the purpose, time, and place of each meeting between two and three weeks prior to the scheduled community meetings. CONTRACTOR shall notify Customers and Occupants as set forth under item L4b(4) of this Exhibit. CONTRACTOR shall use address list provided by Director or a Director approved list provided by the previous contractor.

b. *Upon Director Request*

CONTRACTOR shall attend up to 20 community meetings/events per Contract Year upon Director's request. Examples include local fairs or civic events with individuals, Customers and Occupants, community organizations, city councils, town councils and any other groups named by Director. CONTRACTOR shall take any or all the following actions at the meetings/events, approved by Director:

(1) *Operate Recycling Information Booths*

CONTRACTOR shall operate Recycling information booths and distribute colorful flyers, promotional items, have a minimum of 100 CONTRACTOR-provided reusable bags available, pamphlets, and other items that encourage participants to Recycle, reduce, reuse, and/or Divert Solid Waste.

Additionally, upon Director request, CONTRACTOR shall order and provide up to \$1,000 worth of miscellaneous promotional items such as miniature recyclables carts or magnets per Contract Year. Director may request that CONTRACTOR give out these items at a specific event or Director may distribute these items at any events.

(2) Other Activities/Actions

CONTRACTOR shall conduct other similar activities and take other similar actions requested by Director.

c. Annual

Once per Contract Year, CONTRACTOR shall hold a minimum of two and up to four community meetings in English and upon Director request, in Spanish, to hear how satisfied Customers and Occupants are with the service and clarify or promote Task 1 Services to Customers and Occupants in the Service Area:

- Up to two on weekday evenings;
- Up to two on separate Saturdays; and
- Director may reduce number or change the date or time.

CONTRACTOR shall inform Director of the proposed meeting locations, setup, and arrangements at least three weeks prior to the proposed date. CONTRACTOR shall obtain Director's approval before holding any meeting.

CONTRACTOR shall notify all Customers and Occupants of the purpose, time, and place of each meeting between two and three weeks prior to the scheduled community meetings. CONTRACTOR shall notify Customers and Occupants as set forth under item L4b(4) of this Exhibit.

d. Instructional

During the Term, upon Director request, CONTRACTOR shall hold up to ten community meetings in English and upon Director request, in Spanish, to explain Contract Services to Customers and Occupants in the Service Area. Examples of topics include Organic Waste Diversion and proper Recycling.

4. Written Notices and Outreach Materials

a. Prior to Beginning Task 1 Services

(1) Letter From Director

Within 30 days after the Award Date or other date designated by Director, CONTRACTOR shall print and send, via first-class mail, Bilingual letters written by Director, notifying Customers and Occupants that the CONTRACT was awarded to CONTRACTOR. Letter(s) may be up to a total of 4 pages, double-sided. CONTRACTOR shall be responsible to pay for the cost of producing and mailing these letters.

(2) Letter From CONTRACTOR

Within 60 days prior to the Commencement Date or other date designated by Director, CONTRACTOR shall prepare and first-class mail a Bilingual letter to all Customers and Occupants introducing themselves, explaining the transition, and announcing upcoming community meeting dates, and other pertinent information.

b. Upon Start of Task 1 Services and Annually

CONTRACTOR shall develop written educational materials and deliver them to Customers and Occupants. Historically this information was distributed using quarterly newsletters. To reach more people and reduce paper waste, it is desired to use new methodology such as postcards and take advantage of technology, such as smartphones. Customers and Occupants are to be given a choice of how they want to receive the information, through traditional quarterly newsletters or via monthly text or e-mail messages.

In summary, outreach to all Occupants will be as follows:

- Monthly postcards
- Twice per year special announcement flyers
- Five times during Term, magnets or similar
- Annual survey

CONTRACTOR shall give between two and three weeks of events, or other time, as requested by Director, advance notice of each announcement to Customers and Occupants, except as related to billing reminders, service interruptions, and Non-Collection Notices. Upon Director's request, CONTRACTOR shall use artwork, layout, or notices, provided by Director.

Such educational materials include:

(1) Articles

Each month, CONTRACTOR shall develop a Bilingual article with color graphics containing information that encourages Recycling and to educate Customers and Occupants of Contract Services available under this CONTRACT. Director may provide sample articles. Topics include the following examples:

- Placement of Carts including during heavy rains
- Christmas Tree Collection instructions

- Organic Waste and/or Green Waste
- Bulky Items
- Illegal dumping
- Annual Curbside Cleanup Event Promotion
- Cleaning Containers
- Commingling of Solid Wastes
- 4 R's, reduce reuse Recycle rethink
- Containers left in street or alley
- Unpermitted Waste Disposal
- New Solid Waste laws
- Articles specific to Service Area such as bear Carts, palm fronds, or Manure
- Other articles upon the request of Director

(2) Special Announcements

CONTRACTOR shall develop and deliver, as set forth in item L4b(4) of this Exhibit, Bilingual outreach Notices to Customers and Occupants on various events, upon receiving approval from Director. Announcements include:

- Household Hazardous Waste Collection Events
- Annual Curbside Cleanup Event schedule
- Compost/Mulch Giveaway Event
- Smart Gardening Workshops
- Holiday Collection schedule
- Billing reminders, upon Customer request*
- Service interruptions*
- Non-Collection Notice*
- Sharps pickup
- Container removal Notice
- Organic Waste/Food Waste Diversion**
- Other Notices upon the request of Director

* These are limited to text, e-mail, or notices left on Containers and are not applicable to direct mailings.

** Two additional direct mailings are required related to Organic Waste.

(a) Flyers - Text/Email or Direct Mail

CONTRACTOR shall send to each Occupant and Customer up to twice per Contract Year.

(b) Magnets

Within 6 months of Commencement Date and up to 4 additional times during CONTRACT Term,

CONTRACTOR shall send “refrigerator” magnets or similarly priced promotional items, as approved by Director, to each Occupant and Customer.

(3) Distribution

The articles and announcements will be disseminated in the following ways, as requested by Customers and Occupants:

(a) Direct Mail (Monthly Postcards)

CONTRACTOR shall develop one-page (opposite side for an alternate language, if required by Director) postcards in color containing information upon receiving approval from COUNTY, CONTRACTOR shall deliver these postcards to Customers and Occupants each month. Postcards shall be available in electronic format such as PDF. CONTRACTOR shall make postcards up to 8.5-inch by 11-inches sized cardstock paper. Director may provide sample postcards. CONTRACTOR may use smaller postcards to allow insertion in quarterly bills.

While Director intends to use postcards, Director reserves the right to change to quarterly newsletters. If requested by Director, CONTRACTOR shall develop one-page (additional page(s) for Spanish, if required by Director) newsletters in color containing information upon receiving approval from COUNTY, CONTRACTOR shall deliver these newsletters to Customers and Occupants four times each Contract Year. Newsletters shall be available in electronic format such as PDF. CONTRACTOR shall make newsletters for 8.5-inch by 11-inches or 8.5-inch by 14-inch sized paper, whichever is appropriate, as requested by Director. Once per year, Director may request a second English page be added to newsletter.

(b) E-mail/Text Messages.

CONTRACTOR shall send brief electronic messages containing links to full articles, upcoming events, and/or postcards for Customers and Occupants who request them. For example, in late December send a text worded, “Have a Christmas Tree to get rid of? [Click here.](#)”, with a link to an article about Christmas Trees. When there is an HHW Collection Event nearby, send a text worded, “Leftover household chemicals, paint, or used oil to get rid of? [Click here.](#)” Messages shall be

sent approximately monthly plus special announcements as necessary.

(c) Notices on Containers

CONTRACTOR shall attach notices on Containers related to billing reminders (prior to Container removal), contamination, improper storage, and non-collection.

(4) Delivery of Written Materials to Customers and Occupants

CONTRACTOR shall deliver general materials (such as Notices and newsletters) to Customers and Occupants by any or all the following means approved by Director:

- U.S. Postal Service, first-class unless otherwise approved by Director;
- Door-to-door delivery service;
- Insert in monthly Customer bills*;
- Electronic mail (E-mail)*;
- Text messages*;
- Other means approved by Director

* These methods individually are not adequate.

CONTRACTOR shall include Director in their mailing list and ensure that general materials are sent to Director the same time they are sent out to the Customers and Occupants.

CONTRACTOR shall submit proof of mailing within 7 days of mailing.

(5) Social Media

CONTRACTOR shall reach out to Customers and Occupants and make information available regarding Contract Services by current social media and the following means approved by Director, such as: Facebook, Twitter, Instagram, and NextDoor. All content shall be reviewed and approved by Director prior to posting.

(6) Annual Survey

CONTRACTOR shall distribute a survey of its Customers and Occupants once per year. Director will prepare a survey but CONTRACTOR is responsible for printing and distributing it. Director will also receive the surveys or maintain the surveys electronically.

5. Additional Outreach

CONTRACTOR shall visit in-person, robocall, call, send an e-mail or text, or other means to inform a Customer or Occupant of services or issues, as requested by Director. For example, CONTRACTOR shall speak to an Occupant that contaminates a Container or frequently leaves a Bulky Item at the Set-Out Site without calling to request Collection or CONTRACTOR shall robocall Occupants when an event that has been advertised, is cancelled.

6. Bilingual Correspondence

CONTRACTOR shall develop all written materials in both English, Spanish, and any other languages preferred by Customers and Occupants in the Service Area, if required by Director. Additionally, CONTRACTOR shall develop materials in additional languages, include a notice in the applicable language where the information is available, and make the information available online as required in Section 18985.1(e) of SB 1383.

TWELFTH: Exhibit 3A1 on page 30, item P. Food Waste, replace the following language:

P. Food Waste

1. Food Waste Collection

This CONTRACT does not allow the Collection of Food Waste and other Organic Waste as part of the Refuse, without Director approval. This topic is further discussed under Diversion in item C3 of this Exhibit.

2. Food Waste Container

a. Kitchen Pails for Each Occupant

To encourage Occupant's participation in diverting Organic Waste from landfills, CONTRACTOR is to provide an in-home container that is attractive enough to place on a kitchen counter and small enough to place in a typical dishwasher. It is anticipated that Occupants would use the container to regularly transfer food waste from their kitchen to the Green Waste Container and eliminate the need for a plastic bag. Upon delivery, containers become the property of the Occupant and any missing or damaged containers are the responsibility of the Occupant and not CONTRACTOR. CONTRACTOR must provide evidence of delivery to Director.

At the start of the service or later if Director requests, CONTRACTOR shall provide each existing Occupants a container intended for Food Waste in the home, prior to the start of their service. The container

shall be similar in design to ones available at sure-close.com (Director does not endorse this brand) and meet the following criteria:

- Dishwasher Safe;
- Lid, removable, vented and prevents odors;
- Handle;
- Approximately 2 gallons in volume,
- 10-12 inches wide, for scraping plates into;
- Any logo or other graphics must be approved by Director;
- HDPE Plastic, recycled content; and

b. 32-Gallon Cart

Occupants that do not store their Green Waste Containers near their homes may want a 32-gallon Cart to keep nearby but roll it to the curb on service day. As part of the standard Containers in item D1 of Exhibit 3A1, CONTRACTOR shall make available a second Green Waste Container while reducing their 96-gallon Cart to 64-gallons.

Alternatively, a Food Waste Container may be offered with Director approval. This Container could be serviced by either a Green Waste Collection Vehicle or a dedicated Food Waste Collection Vehicle.

THIRTEENTH: Exhibit 7 Contract Services (Adjustment of Service Fees), pages 258 to 269, is removed in its entirety and replaced with the following:

For Services rendered on or after July 1, 2023, the CONTRACTOR shall charge Service Fees (Customer Service Fees and County Service Fees) in amounts less than or equal to the Service Fees set forth in the Service Fee Schedule in Attachments 7-2 and 7-3 of this Exhibit.

A. Timing, Conditions, Changes

1. Annual CPI Adjustments

Director will adjust the Service Rates each July 1 based on the percentage change in the average annual published Consumer Price Index (CPI), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, all urban consumers, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics, BLS Data Viewer, available at: <https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SEHG02>.

The annual change is a comparison of the average monthly rate for the two previous Calendar Years. To avoid a rate increase for Customers shortly after a new contract is executed, a minimum of 6 months must elapse between Commencement Date and July 1 of the current year.

Due to data for the upcoming Refuse Unit counts not being from the Office of The Assessor until after July 1, adjustments for Task 1 Customer Services will typically be made in the fall with a retroactive payment made to CONTRACTOR, without interest.

Table of past adjustments:

Series Title	Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted	
Series ID	CUUR0000SEHG02	
Seasonality	Not Seasonally Adjusted	
Survey Name	CPI for All Urban Consumers (CPI-U)	
Measure Data Type	Garbage and trash collection	
Area	U.S. city average	
Item	Garbage and trash collection	
Rate Adjustment (effective date)	January to December Average Observation Value	Percent Change
7/1/2014	416.183	n/a
7/1/2015	425.796	2.31
7/1/2016	432.030	1.46
7/1/2017	439.427	1.71
7/1/2018	449.089	2.20
7/1/2019	466.861	3.96
7/1/2020	481.902	3.22
7/1/2021	498.705	3.49
7/1/2022	522.329	4.74
7/1/2023	549.334	5.17

2. Adjustments at Any Time

If CONTRACTOR requests Director by Notice or Director Notifies CONTRACTOR at any time, following agreement with CONTRACTOR, the Director may adjust the Service Fees in either of the following events, subject to maximums in subsection C, and limitations in E:

a. Changes in Law

Change in CONTRACTOR's Direct Costs of providing Contract Services due to Changes in Law. Any adjustment in the Service Fee due to a Change in Law by the State is not included in the Maximum Rate Adjustment in subsection C.

b. Changes in Scope of Service

CONTRACTOR's Direct Costs of providing Contract Services due to changes in Contract Services or Standards. For example, if Director requests a new service such as Collection of Bulky Items from Occupant's front doors instead of the Set-Out Site, the rate increase would be implemented when the service begins and not limited to July 1.

c. Extraordinary Circumstances

Change in CONTRACTOR’s Direct Costs of providing Contract Services due to unforeseeable events.

B. Rounding

All calculations are rounded to the nearest 1/100th decimal place (for example, 10.9656 percent to 10.97 percent, or 10.9637 percent to 10.96). The decimal 5 is rounded up (for example, 10.965 percent to 10.97 percent). Adjustments in Service Fees are rounded to the nearest penny (for example, \$25.34).

C. Maximum Rate Adjustment

Adjustments to the Service Fees cannot exceed the percentages in the following table, except for changes due to acts of the State in item A2a of this exhibit:

Contract Period (on July 1)*	Cumulative Maximum Adjustment**
Years 0 to 0.5 (Less than 6 months from Commencement Date to July 1)	0 percent
Years 0.5 to 7 (July 1 to the scheduled Termination Date under Section 2)	35 percent
Year 8 / Extension(s), if any	40 percent
Year 9 / Extension(s), if any	45 percent
Year 10 / Extension(s), if any	50 percent
Year 11 / Extension(s), if any	55 percent
Any time (Changes in direct costs due to Change In Law by the State)	Actual Direct Costs
Six 1-month extensions, if any	No Change

* Rate adjustments due to Changes in Laws or Contract Services under subsection A2a above may be implemented at any time during the Term.

** Any change in Service Fees for direct costs due to Changes in Law promulgated by the State in item A2a of this exhibit are not included in the percentage calculations of the Maximum Cumulative Service Fee Adjustment. They are added to the percentage calculations.

For example, during the first seven years of the CONTRACT, the Service Fee could increase 35 percent plus an additional amount due to an increase of \$4 per Ton on the State-mandated Disposal fee.

D. Customer 30-Day Notice

CONTRACTOR shall provide all Customers a minimum of 30-days written Notice of the implementation of changes in any Customer Service Fees.

E. Adjustment Limitations

No adjustment will be effective until Notice thereof has been provided by COUNTY to the Board of Supervisors.

Any increases due to Changes in Law cannot increase more than 10 percent per Contract Year but increases in excess of 10 percent will be carried over to the next Contract Year or years.

Service Fees will not be adjusted under the following circumstances:

- There are uncured Breaches, or
- Within 6 months of the Commencement Date, or
- During any of the six possible one-month extensions under item A3 of Section 2.

If CONTRACTOR and Director fail to reach an agreement to adjust the Service Fees, COUNTY will have the options described in item D2b of Exhibit 5.

F. Services Eligible for Adjustment

1. Customer Service Fee

2. Special Services (Exhibit 3A1 H)

- Christmas Tree Collection
- Annual Cleanup Event
- Mulch/Compost & Shredding Events
- Bulky Item Service
- Priority Pickups
- Special Cleanup Events
- Sharps Collections
- GPS & Video Equipment
- Minimum Rollout

3. Customer Surcharges

- Additional On-Call Pickups (Exhibit 3A1 H3 & Section 7A2e)
- Container Size Exchanges Beyond One (Exhibit 3A1 D3c)
- Container Removal and Return (Exhibit 3A1 D3e)
- Roll-Out Service for non-Elderly or Disabled (Exhibit 3A1 I and Section 7A2d)
- Difficult to Service (Exhibit 3A1 O & Section 7A2c)
- Cart Cleaning (Exhibit 3A1 D3d)
- Locking Recyclables Cart Fee (Exhibit 3A1 D14)

4. County Service Fee (Task 2)

G. Discontinued Indices

If a price or index is discontinued on the date of adjustment, the last available price or index for the required period (such as Calendar Year or another 12-month period) will be used, or other index as determined by Director.

FOURTEENTH: Exhibit 12D2 Liquidated Damages on pages 277 to 279 is deleted in its entirety and replaced with the following:

EXHIBIT 12-D2 – Liquidated Damages

Reference to "failure" refers to each occurrence of specified Breach (such as for each Occupant and each Occupant's Collection site, Record entry, or complaint) and not for aggregate occurrences of those Breaches (such as for all Customers and Occupants on a given route or day). Per day means each business day except as indicated.

If CONTRACTOR does not timely submit the applicable information, documentation or complete Report or incorporate comments, additions and corrections made by Director within five days of receipt of those comments, additions, and corrections, it shall pay the following liquidated damages.

No.	Description of Liquidated Damage	Amount
CUSTOMER SERVICE		
C01	For each failure to honor commitment to resolve a Customer's or Occupant's first complaint in accordance with Section 6D1.	\$100
C02	For each failure to honor commitment to resolve Customer's or Occupant's same complaint, which generated a second complaint, in accordance with Section 6D1.	\$250
C03	For each failure to honor commitment to resolve Customer's or Occupant's same complaint, which generated a third or more complaint, in accordance with Section 6D1.	\$500 for each subsequent complaint
C04	For each failure to enter Customer or Occupant call or e-mail into log or maintain and supply Records of complaints in accordance with Section 6D2.	\$100
C05	For each occurrence of charging any Customer more than the Customer owes for Task 1 Services (such as for the wrong level of service) or charging any Customer more than Customer Service Fees.	\$100 to COUNTY per Customer plus returning 110% of overcharged amount payable to Customer
C06	If CONTRACTOR violates the nondiscrimination provisions of this CONTRACT, including Exhibit 5.	\$500 per incident
CONTRACT LANGUAGE		
L01	Failure to maintain an emergency number or make staff available thereat in accordance with item J1 of Section 4.	\$75 per day

No.	Description of Liquidated Damage	Amount
L02	Failure to provide documentation for review or comment by Director or obtain any approval, consent or other permission of Director required under this CONTRACT, including: <ul style="list-style-type: none"> Customer and Occupant correspondence under item F of Section 4 Publicity materials under item G1 of Section 4; News releases and trade journal articles related to Solid Waste Collection services, under item G2 of Section 4 Customer and Occupant outreach materials under item L of Exhibit 3A1. 	\$1,000 per occurrence and \$1,000 each calendar day before retraction or correction of misinformation identified by Director
L03	Failure to timely submit documentation for review or comment by Director. This includes Section 17 and Exhibit 17 Contractor Documentation.	\$300 per occurrence plus \$100 per day late
L04	Each failure to return Director calls/emails or to timely meet with COUNTY in accordance with Section 4H.	\$100
L05	Each failure to timely submit satisfactory proof of notification (mailing) in accordance with item L4b(4) of Exhibit 3A1.	\$200
L06	Marketing or distributing mailing lists with the names and addresses of Customers and Occupants, in accordance with item F of Section 1.	\$10 per Customer and Occupant per occurrence
L07	Failure to maintain telephone service in accordance with Section 6B and item K of Exhibit 3A1.	\$75 per day
L08	Failure to maintain electronic/paperless service in accordance with Section 6C.	\$75 per day
L09	Failure to allow Director to inspect, audit, review Records, or copy Records in accordance with Section 9C.	\$500
L10	Failure to timely submit AB 939 Records or other required Records in accordance with item E of Section 9.	\$100 per week late
REPORTING TO COUNTY		
R01	Failure to submit Monthly Reports in accordance with items A1 and B1 of Section 10.	\$100 per day
R02	Failure to submit Quarterly Reports in accordance with items 10A2 and 10B2 of Exhibit 17.	\$200 per day
R03	Failure to submit Annual reports in accordance with items 10A3 and 10B2 of Exhibit 17	\$300 per day
R04	Failure to report adverse information in accordance with item C of Section 10.	\$300 per occurrence
R05	Failure to deliver Route maps and schedules in accordance with item B16 of Exhibit 17.	\$100 per day
R06	Failure to submit GPS Reports or video in accordance with item E9 of Section 3C	\$100 per day per vehicle
SERVICES TO CUSTOMERS, OCCUPANTS, AND COUNTY		
S01	For each failure to Collect Solid Waste in accordance with Section 6D3 and item B of Exhibit 3A1.	\$500 per day plus \$10 for each missed Container, for each Occupant, per day until Collected
S02	Failure to immediately clean up litter, spills or liquid leaks in accordance with Section 4A1, 4A2 or 4A3, respectively.	\$150 per parcel per calendar day
S03	For each failure to prevent spills or liquid leaks in accordance with Section 4A2 and 4A3.	\$500
S04	For each failure to equip a Collection Vehicle with signs in accordance with item E7 of Exhibit 3A1.	\$100 per week
S05	For each occurrence of excessive noise in accordance with item A4 of Section 4.	\$300

No.	Description of Liquidated Damage	Amount
S06	Commingling materials from outside the Service Area with Solid Waste that CONTRACTOR Collects inside the Service Area, in accordance with item I of Section 4.	\$500 per Vehicle-Occurrence
S07	For each failure to follow its Unpermitted Waste Screening Protocol in accordance with item A of Section 13.	\$500
S08	Failure to repair damage caused to private property in accordance with Part 9C of Exhibit 5.	\$150 plus cost of repair
S09	Failure of any Vehicle to deliver Solid Waste to the Solid Waste Facilities designated by CONTRACTOR in accordance with item F of Exhibit 3A1.	\$500 per Vehicle
S10	For each occurrence Collecting any Solid Waste during unauthorized hours prohibited under item B2 of Exhibit 3A1, without Director approval.	\$500 plus \$10 for each Container or Bulky Item Collected
S11	For each failure to timely provide, maintain, replace, or repair Container in accordance with item D of Exhibit 3A1.	\$10 per day, per Container
S12	For each occurrence of failing to return emptied Container upright, or to their Set-Out Sites, or placing Container in a location that impedes pedestrian or vehicular traffic in accordance with item D5 of Exhibit 3A1.	\$250
S13	For each use of an unapproved Container design including labeling, in accordance with Section 13D and item D of Exhibit 3A1.	\$50
S14	For each occurrence of disposing of Recyclables, or mixing Recyclables or Green Waste with Refuse in accordance with item G2 of Exhibit 3A1.	\$500 per Vehicle
S15	For each failure to maintain any Vehicle in accordance with Applicable Law	\$150 per Vehicle per day
S16	For each failure to tag uncollected Solid Waste and keep a record of reason, in accordance with Section 4C	\$150
S17	For each failure to Collect Abandoned Waste on the Service Day or within 2 Service Days of Director request, in accordance with item A1c of Exhibit 3A2.	\$100 per day
S18	For failure to maintain an alley segment (1 block) or a Hot Zone (1 area) on the scheduled day, in accordance with items A2 and A4 of Exhibit 3A2.	\$250 per day
S19	For each failure to Collect Solid Waste from public receptacles on the scheduled day and time or failure to maintain (clean), in accordance with item B of Exhibit 3A2.	\$50 per receptacle per missed Collection
S20	Failure to maintain and operate GPS and Video Equipment in working order, in accordance with item E9 of Section 3C.	\$100 per Vehicle per day
S21	Failure to remove graffiti and other markings from a Container within 7 days of observing it or having it reported to CONTRACTOR; 2 days for obscenities, in accordance with item D7 of Exhibit 3A1.	\$50 per Container per occurrence, per week
S22	For each failure to Collect Solid Waste during Annual Curbside Cleanup Events in accordance with item H2 of Exhibit 3A1.	\$1,000 per scheduled date plus \$100 per Occupant address, per calendar day not Collected.

FIFTEENTH: Attachment 5-10A Definitions on pages 240 through 257, the following definitions are either added as a new term or replace the existing term to revise its meaning:

Food Waste means uneaten materials acquired for animal or human consumption.

Multifamily means Person or thing related to (1) dwellings with five or more attached dwelling units (such as apartments), each with separate cooking and bathing facilities, (2) townhouses, and (3) condominiums, whether attached or detached.

People Experiencing Homelessness (PEH) or Homeless Person means an individual or family who lacks a fixed, regular, and adequate nighttime residence.

Prohibited Container Contaminants means as set forth in Section 18984.5 of SB 1383,

RNG or Renewable Natural Gas means a fuel derived from recycled organic waste.

Senate Bill (SB) 1383 means the California bill signed into law on September 19, 2016, that established targets to reduce statewide Organics waste Disposal and many other requirements on Organic Waste generators and local jurisdictions.

Service Area means the area mentioned in the title of this CONTRACT.

Uncontrollable Circumstances means any of the following events affecting the County:

- Riots, war, emergencies, or health orders resulting from pandemics declared by the President of the United States or Congress of the United States, the Governor of California, or the Board of Supervisors;
- Sabotage, civil disturbance, insurrection, explosion;
- Natural disasters such as floods, earthquakes, landslides, and fires;
- Strikes, lockouts, and other labor disturbances; or
- Other catastrophic events that are beyond the reasonable control of CONTRACTOR despite CONTRACTOR's exercise of due diligence, excluding:
 - The financial inability of CONTRACTOR to satisfy its Performance Obligations, or
 - Failure of CONTRACTOR to obtain any necessary Permits or the right to use the facilities of any public entity.

Unsegregated Single-Container Collection Services means as set forth in Section 18984.3 of SB 1383.

SIXTEENTH: Item 17 of Exhibit 3D, Facilities and Solid Waste Facilities on page 48 is deleted in its entirety and replaced with:


17. Facilities and Solid Waste Facilities

Designated by CONTRACTOR (item F of Exhibit 3A1) prior to the start of the CONTRACT and notify Director prior to any change of facility or notify Director within CONTRACTOR being notified by the facility of a change in the rate at a facility, including the following information:

- Name, location, owner, and operator, with telephone contact;
- Types of materials accepted and rejected;
- If applicable, methodology used by each Processing facility for allocating materials, including Disposed residue, to the Service Area, with sample Reports;
- Reasons for changing the facility designation in the future;
- Rate charged per ton of waste, and

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By 
for Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
Deputy

Talin Halabi
Type/Print Name

WARE DISPOSAL, INC.

By 
Its President

JUDITH WARE
Type or Print Name

By 
Its Secretary

BEN WARE
Type or Print Name

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

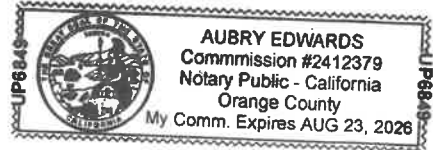
On 07-20-2023 before me, Aubry Edwards, notary public
(insert name and title of the officer)

personally appeared Judith Ware
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 07-20-2023 before me, Aubry Edwards notary public
(insert name and title of the officer)

personally appeared Ben Ware
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)

