

**AMENDMENT NO. 4
TO AGREEMENT AMONG CITY OF GARDEN GROVE, GARDEN GROVE SANITARY
DISTRICT AND REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC
dba GARDEN GROVE DISPOSAL
FOR SOLID WASTE HANDLING SERVICES
(COMMERCIAL SOURCE-SEPARATED RECYCLING SERVICES)**

This Amendment No. 4 (“Amendment”) to the Agreement for Solid Waste Handling Services is entered into to be effective as of the ____ day of _____, 2019, by and among the CITY OF GARDEN GROVE, a municipal corporation, the GARDEN GROVE SANITARY DISTRICT, a subsidiary special district formed and existing pursuant to the Sanitary District Act of 1923, California Health and Safety Code Section 6400 et seq., and REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC (“Republic”), a Delaware Limited Liability Company dba GARDEN GROVE DISPOSAL. The City and District are hereby collectively referred to as “City.” The City, District and Republic are hereby collectively referred to as the “Parties.”

R E C I T A L S:

A. Effective July 1, 2010, the Parties hereto entered into the Agreement Between City of Garden Grove, Garden Grove Sanitary District and Republic Services of Southern California, LLC dba Garden Grove Disposal for Solid Waste Handling Services (“Agreement”).

B. Pursuant to Section 8.3.4 of the Agreement, Republic is required to design and present a program to the City to comply with any new requirement imposed upon the City or Republic by CalRecycle, or any Federal, State or Local law or regulation, and the Parties are required to meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in the Agreement for the implementation of any new source separated program for the collection of any waste material not already covered under the Agreement.

C. In 2011, the State of California enacted AB 341, requiring the implementation of mandatory commercial recycling beginning July 1, 2012.

D. In August 2012, a three cubic yard recycling bin rate was approved by the City.

E. Currently, commercial customers, including multi-family residential customers, can subscribe to recycling services using the typical three cubic yard bins maintained on the required trash enclosures within their properties. However, many properties do not have room in their trash enclosures and properties for multiple three cubic yard bins to source-separate recyclables from other waste. Consequently, the City has determined that a smaller recycling cart is necessary to accommodate customers that must comply with AB 341 but do not have the space for a three cubic yard recycling bin.

F. An amendment to the rate structure of the Agreement is required to establish a new 96-gallon recycling cart for commercial accounts.

G. Pursuant to Recital E of the Agreement, incorporated into the Agreement by reference per Section 1 thereto, the Parties intend that Republic, and not the City, shall be solely

responsible for establishing and collecting all charges for Solid Waste Handling Services provided by Republic pursuant to the Agreement.

C O V E N A N T S:

NOW, THEREFORE, for and in consideration of the terms and conditions of this Amendment, the Parties hereby agree as follows:

SECTION 1. Section 2 (Definitions) of the Agreement is hereby amended to include the following definitions:

AB 341

“AB 341” means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011), modifying AB 939, the California Integrated Waste Management Act of 1989, Division 30 of the California Public Resources Code (Commencing with Section 40000 et seq.), as amended, supplemented, superseded, and replaced from time to time.

Source-Separated

“Source-Separated” means the segregation into separate Containers by the waste generator of individual components of material which otherwise would become Solid Waste (such as glass bottles, metal cans, newspapers, plastic containers, etc.) into separate Container(s) for the sole purpose of Recycling of such materials. Source separation includes the segregation of recyclable materials for single stream recyclables collection.

SECTION 2. Section 8.3 of the Agreement is hereby amended to add the following provisions:

8.3.7 Source-Separated Recycling Program for Commercial Premises

(a) Republic shall offer Source-Separated Recycling services to all Commercial Premises and City facilities.

(b) Republic shall offer Recycling services based on the Container size and service frequency as contained in the Rate Schedule in Exhibit 1. The services offered shall include a three-cubic yard bin and a 96-gallon cart, collected one to six times per week.

SECTION 3. Section 23.1 (Monthly Reports) of the Agreement is amended to read as follows:

23.1 Monthly Reports

At a minimum, Republic shall report the following to City on a monthly basis: Solid Waste Collected from Residential Premises (excluding MFRFs) by Republic for each month, sorted by type of Solid Waste in tons, broken down at a level acceptable to City (which at a minimum shall include: refuse, Green Waste, e-waste and universal waste item counts, types of recyclables including PET, HDPE, mixed plastics, aluminum, cardboard, and mixed paper), as well as by customer type (i.e., single family, multi-family, etc.); Solid Waste Collected from

commercial and industrial Customers (including MFRFs) by Republic for each month, sorted by tonnage and loads, broken down at a level acceptable to City; the Facilities where all Solid Waste Collected was processed or disposed; warning notices issued for contaminated Recyclable Materials, and Green Waste Containers; a narrative summary of problems encountered (including scavenging) and actions taken with recommendations for City, as appropriate; a listing, in a format approved by the City, of all Commercial Premises that meet the threshold of AB 341 and receive Source-Separated Recycling Collection Services from Republic.

SECTION 4. Section 23.2 (Quarterly Reports) of the Agreement is hereby amended to add the following provisions:

23.2.3 Quarterly Commercial Premises Recycling Program Reporting Requirements

Republic shall provide the following to the City on a quarterly basis, and annually thereafter, in a format approved by the City:

- The total number of Commercial Premises serviced by the Republic that meet the thresholds of AB 341;
- The number of Republic Commercial Premises that subscribe to the Republic provided Recycling program; and,
- A complete customer listing which includes at a minimum:
 - Account number
 - Customer name
 - Customer billing contact information (contact person, address, telephone number)
 - Customer service address
 - Refuse level of service (number and size of containers, collections per week)
 - Recycling level of service (number and size of containers, collections per week).

SECTION 5. Section 24 (Compensation) of the Agreement is hereby amended to add the following provisions:

24.10 Source-Separated Commercial Premises Recycling Compensation Adjustment

Republic shall provide Source-Separated Recycling services to Commercial Premises at rates it sets, charges to, and collects from Customers, which rates are listed in Exhibit A. Commencing on July 1, 2020, the service component associated with the Source-Separated Commercial Premises Recycling maximum rates as set forth in Exhibit A may be adjusted by Republic, and such rates may be adjusted by Republic annually thereafter on each subsequent July 1st during the Term hereof (the "Adjustment Dates"), by multiplying such service component by a percentage equal to the change in the Consumer Price Index ("CPI") for All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally

adjusted (CUURS49ASA0) average for the twelve (12) month period ending on the date of January 31 immediately prior to the applicable Adjustment Date (the "CPI Adjustment). Notwithstanding the foregoing, the CPI Adjustment shall not exceed five percent (5%) in any given year. At least forty-five (45) days prior to each Adjustment Date, Republic shall provide the City Manager with data supporting the basis for its calculations, so that City may review and verify the accuracy of Republic's calculations. No CPI Adjustment shall become effective until the City Manager confirms the accuracy of Republic's calculations and the submitted revised Exhibit A.

SECTION 6. The "Approved Republic Rate Schedule" in Exhibit A of the Agreement is amended to include a 96-gallon barrel service for Source-Separated Commercial Premises Recycling Service and collection rates as shown in Exhibit 1, attached hereto and incorporated herein by reference.

SECTION 7. Except as expressly set forth herein, nothing in this Amendment shall affect or modify any other of the provisions of the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

CITY OF GARDEN GROVE

By: _____
Scott C. Stiles, City Manager

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

GARDEN GROVE SANITARY DISTRICT

By: _____
Scott C. Stiles, General Manager

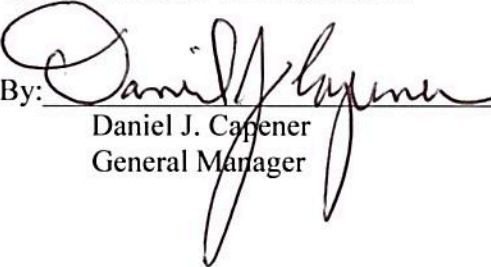
APPROVED AS TO FORM:

ATTEST:

General Counsel

Secretary

**REPUBLIC WASTE SERVICES OF
SOUTHERN CALIFORNIA, LLC dba
GARDEN GROVE DISPOSAL**

By: 
Daniel J. Capener
General Manager