

**AMENDMENT NO. 3 TO THE
FIRST AMENDED, CONSOLIDATED AND RESTATED EXCLUSIVE FRANCHISE
AGREEMENT FOR SOLID WASTE REFUSE AND WASTE DIVERSION
(RECYCLING) SERVICES BETWEEN THE CITY OF VICTORVILLE AND
VICTORVILLE DISPOSAL, INC.**

This Amendment No. 3 to the First Amended, Consolidated and Restated Exclusive Franchise Agreement for Solid Waste Refuse and Waste Diversion (Recycling) Services (hereinafter “**Amendment No. 3**” or “**this Amendment**”) dated October 17, 2023 for reference purposes only, is made by and between the CITY OF VICTORVILLE, a California charter city and municipal corporation (hereinafter the “**City**”) and VICTORVILLE DISPOSAL, INC., a California corporation, (hereinafter “**Contractor**”). City and Contractor are sometimes hereinafter individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, on or about October 20, 2009, the Victorville City Council (“**City Council**”) adopted, and City and Contractor entered into that certain First Amended, Consolidated and Restated Exclusive Franchise Agreement for Solid Waste Refuse and Waste Diversion (Recycling) Services (hereinafter the “**Franchise Agreement**”); and

WHEREAS, following City Council approval in August 2014, City and Contractor entered into that certain first amendment to the Franchise Agreement dated July 31, 2014 (hereinafter “**Amendment No. 1**”) to provide reliable and cost-effective staffing services for the City's Household Hazardous Waste Collection Center; and

WHEREAS, following City Council approval in June of 2018, City and Contractor entered into, that certain second amendment to the Franchise Agreement dated June 26, 2018 (hereinafter “**Amendment No. 2**”) to make said agreement consistent with the fee structure adopted by the City Council on June 5, 2018 (following duly noticed hearings, mailed notice, and related procedures in accordance with Proposition 218) via Resolution No. 18-012, which resolution established a schedule of periodic fees and frequency of collection for the collection and disposal of solid waste and recyclable materials, recyclable material processing, commercial organic recycling service, and management of household hazardous wastes; and

WHEREAS, said Franchise Agreement, as amended by Amendment No. 1 and Amendment No. 2, is hereinafter referred to as the “**Current Franchise Agreement**”; and

WHEREAS, the State of California (“**State**”) has, through enactment of AB 939 and subsequent related legislation including, but not limited to the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and composting options in order to reduce the amount of material that must be disposed of; and

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and

WHEREAS, regulations promulgated by the State to implement SB 1383 require the City to implement new Collection programs, meet organic waste processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, by virtue of adoption of Ordinance No. 2425 on April 14, 2022 and this Amendment No. 3, the City has chosen to delegate some of its responsibilities to Contractor, acting as the City's designee, and Contractor desires to take on these responsibilities; and

WHEREAS, City and Contractor desire to amend the Current Franchise Agreement as set forth in this Amendment to update rates and incorporate services changes, including organic waste diversion services; and

WHEREAS, City and Contractor also desire to amend the Current Franchise Agreement to make certain modifications and additions to the term, compensation, and performance standards provisions, as well as and adding a new Article to address Senate Bill 54 anticipated funding; and

WHEREAS, City and Contractor further desire to amend the Current Franchise Agreement to specifically supersede Amendment No. 1 in its entirety by adding a new Article 17 to the Current Franchise Agreement, which is set forth in Subdivision G of this Amendment.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and agreements contained herein, the Parties do hereby agree as follows:

A. RECITALS.

The Recitals set forth above are true and correct and are hereby incorporated as part of this Amendment No. 3 by this reference, including any definitions contained therein.

B. AMENDMENT TO SECTION 4.04 OF ARTICLE 4; ADDITION OF NEW SECTION 4.05.

1. Section 4.04 of the Current Franchise Agreement is hereby amended in its entirety to read as follows:

4.04 AVOIDANCE OF AUTOMATIC EXTENSION; OTHER CHANGES TO TERM

Except as set forth in Section 4.05, either Party shall have the right at any time to avoid the automatic extension provision set forth in the preceding Section. In order to exercise such right, the City or Contractor shall provide written notice thereof to the other Party in accordance with the notice provisions of Section 14.06 below (the

“Notice of Nonrenewal”), prior to the Renewal Date. Upon the giving of such Notice of Nonrenewal there shall be no further extension of this Agreement, and the Term of this Agreement shall expire on the next applicable expiration date. Should a Notice of Nonrenewal be given by either Party prior to November 22, 2016, the Initial Term of the Agreement shall be extended and continue in full force and effect through November 22, 2019. The foregoing notwithstanding, if either Party gives a Notice of Nonrenewal to the other Party prior to November 22, 2016, the automatic extension of term provision may be subsequently reinstated by the mutual written agreement of the Parties.

2. A new Section 4.05 is hereby added to the Current Franchise Agreement to read as follows:

4.05 CHANGES TO AUTOMATIC EXTENSIONS AND TERM

The Parties acknowledge and agree that as of October 17, 2023, this Agreement is due to expire on November 22, 2029. The Parties hereby agree that neither Party will give the other Party a Notice of Nonrenewal on November 22, 2026; and as a result, the Term shall only be automatically extended for an additional four (4) year period (through November 22, 2033). Thereafter, the provisions of Article 4.03 ("Automatic Extension of Term") will apply. The first deadline thereafter to provide a Notice of Non-Renewal will be November 22, 2030.

C. AMENDMENT OF ARTICLE 5.

Article 5 of the Current Franchise Agreement is hereby amended in its entirety to read as follows:

ARTICLE 5. CONTRACTOR SERVICES

5.01 PERFORMANCE STANDARDS

- a. General. The work to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. All services performed and Solid Waste generated are subject to the exclusive rights to operate and collect, provided under the terms of this Agreement.
- b. The work to be performed by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and businesses within City are provided reliable, courteous, and high-quality service at all times.
- c. Scope of Services. The services to be performed by Contractor are generally described in Attachment B, Scope of Services, but may also be specified and

described in detail in other Sections of this Agreement, including without limitation this Section 5.01.

- d. City Facility Collection Services. Contractor shall provide, at no charge to City, containers for, and Collection and Disposal of, all Solid Waste generated at Premises owned and/or operated by the City as designated in Attachment C, City Facility Collection Services. Contractor shall provide necessary bins for disposal of Solid Waste generated from weed abatement and street sweeping. City Facilities not operated for a public purpose or operated as a City enterprise shall pay for service at the rates and charges in effect at the time service is rendered and under the same terms and conditions as any other Commercial/Industrial Premises Customer.

Contractor shall provide each City Facility with the appropriate number of Carts or Bins for the collection of Solid Waste, Organic Waste, and commingled Recyclable Materials appropriate for the type and amount of materials on a facility-by-facility basis. Contractor shall also provide Debris Boxes at City's corporation yard of the appropriate size and quantity for Solid Waste, source-separated Green Waste and source-separated Construction and Demolition Waste (concrete and asphalt, woody waste, metals and sand, soil and sod) for the amount of materials generated.

Contractor shall provide and operate a public drop-off site for residential Solid Waste Materials including; Recyclables, Bulky Waste items, Green Waste, E-Waste, tires, mattresses, scrap metal, appliances, and Batteries at 15164 Anacapa Road, or any other future locations for the term of the this Agreement. Contractor shall be responsible for all required City and State approvals, permits and fees for the operation of the public drop-off site.

Revenues from the sale of electronic wastes from the public drop-off center shall be split equally between the City and Contractor. Disposal costs for Bulky Items will be paid by the City. Hauling and disposal costs for tires will be paid by the City.

- e. Frequency and Location. Contractor shall collect Solid Waste, Organic Material, and Recyclables from Residential Premises receiving individual collection one time per week from Contractor-provided containers. Contractor shall collect Solid Waste, Organic Material, and Recyclables from Commercial Premises, including Residential Premises utilizing Bin Service, and Industrial Premises a minimum of one time per week from Contractor-provided Bins or Debris Boxes or from stationary Compactors provided by Contractor or Customer.
- f. Commercial Recycling Program. Contractor will implement a comprehensive Commercial Recycling Program. Multi-family bin service customers will be included in the Commercial Recycling Program.

- g. Contractor's equipment and staff will be available to assist with City-declared emergencies.

5.02 COLLECTION DAYS AND TIMES

- a. Residential Premises. Collections from Residential Premises shall be made Monday through Friday between the hours of 6:00 a.m. and 8:00 p.m. Collections of Solid Waste, Organic Material, and Recyclable Materials shall be made on the same day.
- b. Non-Residential Premises. Collections from Non-Residential Premises shall be made Monday through Saturday between the hours of 5:00 a.m. and 8:00 p.m. Collections shall be scheduled at a day and time mutually agreed upon by Contractor and Customer. Collections of Solid Waste, Organic Material, and Recyclable Materials may be made on different days.
- c. Holiday Schedule. Contractor's collection operations shall observe the same holiday schedule as the Disposal Facility set forth in Section 9.02 of this Agreement. When a holiday falls on a regular collection day, scheduled collections shall occur on the day following the regular collection day the remainder of that week. Contractor shall advise Customers of upcoming holidays and the holiday collection schedule in advance of the holiday.

5.03 SERVICE STANDARDS

- a. Service Mandatory. It is understood and agreed that trash Collection Service from Contractor is a mandatory service of all premises within City.
- b. Overfilled Carts or Bins. All materials placed in carts or bins by Customers must be fully contained in the carts or bins with the lid closed and Contractor shall not be required to collect carts or bins that are overfilled. Contractor shall attach a notice on Carts or Bins not Collected citing the reason for non-collection ("Notice of Non-Collection"). The form and content of the Notice of Non-Collection shall be approved by the City.
- c. Clean out of Enclosures. Contractor shall clean out any overflowing bins or enclosures within twenty-four (24) hours of notification by City, the cost of which shall be borne by the Customer. Contractor shall work with the City Manager or his/her designee in identifying and resolving continual problems of overages or misuse in Customer bins or enclosures.
- d. Uncontained Materials. Contractor shall only collect uncontained Solid Waste and Recyclable Materials when such Collection has been arranged in advance by Customer and for which Customer has agreed to pay the appropriate Rate.
- e. Bins Required For Apartment Complexes. Multi-Family Premises or apartment complexes with more than five (5) individual dwelling units shall use Bins for Solid Waste Collection. Exceptions to this requirement may be made where the

location cannot accommodate bins due to space constraints. Recyclables and Organic Material from Multi-Family premises may be collected from Contractor-provided wheeled, plastic carts instead of Bins.

- f. Bin Placement. When delivering Bins to new Customers at Residential Premises and Commercial Premises, including Multi-Family Premises, Contractor shall advise Customer to consult the City's adopted standards and requirements for enclosures and bin placement.

D. AMENDMENT OF SECTION 10.06 OF ARTICLE 10; ADDITION OF NEW SECTIONS 10.06.01 AND 10.06.02.

- 1. Section 10.06 of the Current Franchise Agreement is hereby amended in its entirety to read as follows:

10.06 ANNUAL FORMULA-BASED COMPENSATION ADJUSTMENT

Contractor's Compensation. Subject to the limitations set forth in Subsection c of this Section 10.6 and the rate review provisions set forth in Sections 10.06.01 and 10.06.02, Contractor's compensation as set forth in Attachment E, Contractor Service Unit Rates, shall be adjusted each July 1st by an amount equal to the average January to January change in the Consumer Price Index for All Urban Consumers for Riverside-San Bernardino-Ontario as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"). Accordingly, the first such adjustment shall become effective July 1st, 2019, and shall be based on the average change from January 2018 to January 2019.

- a. Adjustment Request Procedure. Contractor shall submit its request for a CPI-based rate adjustment not later than April 5th of each year using the form specified in Attachment E, accompanied by a complete revised proposed Attachment E, Contractor Service Unit Rates, reflecting the CPI-based rate adjustment.

- b. Adjustment Approval Procedure. Contractor's request shall be reviewed and approved by the City Manager or his/her designee. The City Manager's decision shall be based solely upon verification of the change in CPI in accordance with the formula set forth in this Agreement and verification of Contractor's computations of the changes in Attachment E, Contractor Service Unit Rates. The City Manager's approval shall be rendered not later than June 15th and shall not be unreasonably withheld.

- c. CPI Cap Effective July 1, 2024. Commencing as of July 1, 2024, Contractor's compensation as set forth in Attachment E, Contractor Service Unit Rates, shall be adjusted each July 1st by an amount equal to the average January to January change in the Consumer Price Index for All Urban Consumers for Riverside-San Bernardino-Ontario as published by the United States Department

of Labor, Bureau of Labor Statistics (“CPI”), or five percent (5%), whichever amount is less.

2. New Sections 10.06.01 and 10.06.02 are hereby added to the Current Franchise Agreement to read as follows:

10.06.01 SB 1383 SERVICES RATE REVIEW

The Parties acknowledge that, pursuant to SB 1383, CalRecycle has adopted the SB 1383 Regulations. The SB 1383 Regulations became effective on January 1, 2022. As of October 17, 2023, the costs of undertaking the obligations required by the SB 1383 Regulations are not fully understood. For that reason, on or about January 1, 2025, and every two years thereafter, the Parties shall meet and confer in good faith to make any conforming revisions to this Agreement relating to the provision of services to comply with SB 1383 Regulations, including changes in the Scope of Services and possible compensation adjustments. Any such adjustment in compensation shall be made only to the extent that the Scope of Services is revised, or Contractor demonstrates the need to incur fifty thousand dollars (\$50,000) or more in added costs or City identifies cost savings of fifty thousand dollars (\$50,000) or more, as necessary for Contractor to comply with its obligations under this Agreement arising from the SB 1383 Regulations.

10.06.02 COLLECTION SERVICES RATE REVIEW

Beginning July 1, 2025 and every two years thereafter, the City may designate a third-party consultant to undertake an analysis of the collection service cost components of the rate being charged for Collection services for Solid Waste, Recyclables, and Organic Waste materials. Should the analysis include Contractor’s proprietary information, a “view only” approach at the Contractor’s place of business would be required. Contractor shall meet with the City to review and evaluate the service rate cost analysis and negotiate in good faith with the City to achieve any increased or decreased cost adjustments.

E. DEFINITIONS.

The following definitions are hereby added to Attachment A “Definitions” of the Current Franchise Agreement. Terms and Definitions contained in the Current Franchise Agreement, but which are not addressed or revised as listed below, shall remain unchanged.

Black Container has the same meaning as Gray Container and shall be used for the purpose of storage and collection of Black Container Waste.

Blue Container has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

Brown Container has the same meaning as in 14 CCR Section 18982.2(a)(5.5) and shall be used for the purpose of storage and collection of source separated Food Waste pursuant to 14 CCR Section 18984.1(6)(A).

California Code of Regulations or CCR means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR refers to Title 14 of CCR).

CalRecycle means the California Department of Resources Recycling and Recovery, which is the department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions and other regulated entities).

Collect or Collection means Solid Waste, Recyclables, Food Waste and Organic Waste pickups made by Contractor as required by and in accordance with the provisions of this Agreement.

Compostable Plastics or Compostable Plastic means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

Compost has the same meaning as in 14 CCR Section 17896.2(a)(4), as may be amended from time to time.

Diversion or Divert means activities which reduce or eliminate discarded materials from disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

Edible Food means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 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 to this Agreement.

Excluded Waste means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in the City’s, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability: but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the

safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

Facility(ies) means any plant, site, or operation used for the purpose of handling discarded materials, including, but not limited to, disposal, transfer, recycling, composting, and processing facilities or operations.

Food Recovery means actions to collect and distribute food for human consumption that otherwise would be disposed of, or as otherwise defined in 14 CCR Section 18982(a)(24).

Food Scraps means the unavoidable waste products from food preparation including but not limited to, carrot peelings, apple cores, meat trimmings, bones. Food Scraps excludes fats, oils, liquids, and grease when such materials are Source Separated from other Food Scraps.

Food Waste means all food and Food Scraps. Food Waste excludes fats, oils, liquids, and grease when such materials are Source Separated from other Food Waste. With respect to Single Family and Multi-Family Residential Dwellings Food Waste is a subset of Source Separated Green Container Organic Waste (SSGCOW) Edible Food separated for Food Recovery shall not be considered Food Waste

Generator means the Person or entity that is responsible for the initial creation of waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

Gray Container or (Black Container) has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste. The lid or body of a container may be black and shall have the same meaning as Gray Container.

Gray Container Waste or (Black Container Waste) means Solid Waste that is collected in a Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5). Gray Container Waste may specifically include carpet, Non-Compostable Paper and textiles.

Green Container has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and collection of SSGCOW.

Hauler Route(s) means the designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

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

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

Organic Waste means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

Paper Products include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

Printing and Writing Papers include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

Processing means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

Prohibited Container Contaminants means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (ii) discarded materials placed in the Brown Container that are not identified as acceptable Source Separated Food Waste for the City's Brown Container; (iii) discarded materials placed in the Green Container that are not identified as acceptable SSGCOW for the City's Green Container; (iv) Discarded Materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials, Source Separated Food Waste and/or SSGCOW to be placed in the City's Green Container, Brown Container, and/or Blue Container; and (v) Excluded Waste placed in any Container.

Recycle or Recycling means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of landfill disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

Reuse or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).

SB 1383 means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

SB 1383 Regulations or SB 1383 Regulatory means or refers to the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

SB 1383 Programs Fee/Rate Component – The term SB 1383 Programs Fee or SB 1383 Rate Component shall mean a component of the total rate charged to the Customer for solid waste and recycling services to cover the costs associated with the City's programs to comply with SB 1383, which programs currently consist of: outreach and education, container contamination minimization, recovered organic waste procurement, documentation, and maintenance of the Implementation Record required by 14 CCR Section 18995.2.

SB 619 means Senate Bill 619 of 2021 approved by the Governor on October 5, 2021, which amended Section 42652.5 of the Public Resource Code, authorizing CalRecycle, notwithstanding the regulations, to establish any maximum compliance deadline in a corrective action plan that it determines to be necessary and appropriate under the circumstances for the correction of a violation of the regulations.

Service Level refers to the number and size of a Customer's Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

Source Separated means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, property owner, property owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are

separated from Gray Container Waste or other Solid Waste for the purposes of Collection and processing.

Source Separated Blue Container Organic Waste means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

Source Separated Brown Container Food Waste means Source Separated Food Waste that can be placed in a Brown Container.

Source Separated Green Container Organic Waste (SSGCOW) means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

Source Separated Recyclable Materials means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

F. ADDITION OF NEW ARTICLE 16.

A new Article 16, entitled “**SB 1383 SERVICES**” is hereby added to the Current Franchise Agreement, which Article 16 shall read as follows:

ARTICLE 16. SB 1383 SERVICES

16.01 COLLECTION SYSTEM

- a. General. Contractor shall provide an approved Collection program for the separate Collection of Source Separated Recyclable Materials, SSGCOW, Source Separated Brown Container Food Waste, and Gray Container Waste as specified in this Agreement, using Containers that comply with the requirements of this Agreement, SB 619, and SB 1383 Regulations. Contractor shall perform site assessments as needed to determine Service Level needs, and modify collection routes as required. Contractor shall not knowingly Collect Blue, Green, Brown or Gray Containers that include an excess of twenty-five percent (25%) by weight of Prohibited Container Contaminants. Prohibited Container Contaminant tolerance as a percentage may be modified upon mutual agreement between City and Contractor. Organic Waste collection program for Residential Premises with Standard Service (carts) shall be implemented by Contractor no later than March 31, 2024.
- b. Source Separated Recyclable Materials Collection (Blue Container). Contractor shall provide Blue Containers to all Customers required to subscribe to the Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service. Contractor shall transport

the Source Separated Recyclable Materials to a Facility that recovers the materials designated for Collection in the Blue Containers, in accordance with the SB 1383 Regulations.

- c. SSGCOW Collection (Green Container). Contractor shall provide Green Containers to all Customers required to subscribe to the Collection of SSGCOW and shall provide SSGCOW Collection service. Contractor shall Transport the SSGCOW to a Facility in accordance with SB 1383 Regulations.
 - i. Contractor may Collect plastic bags in the Green Containers. If the Contractor elects to Collect plastic bags in the Green Container, then Contractor shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to recover and/or process plastics bags. If the Facility cannot recover and/or process plastic bags, then Contractor will not Collect plastic bags in the Green Container.
- d. Source Separated Brown Container Food Waste Collection (Brown Container). Contractor shall provide Brown Containers to all commercial Customers required to subscribe to the Collection of Source Separated Food Waste and shall provide Source Separated Food Waste Collection service to said customers. Contractor shall transport Source Separated Food Waste to a Facility in accordance with SB 1383 Regulations.
- e. Gray Container Waste Collection. Contractor shall provide Gray Containers to Customers for Collection of Gray Container Waste and shall provide Gray Container Waste Collection service. Contractor shall transport the Gray Container Waste to a Facility in accordance with the SB 1383 Regulations. Contractor may allow carpets and textiles to be placed in the Gray Containers.

16.02 ORGANIC WASTE AND RECYCLABLE MATERIAL CAPACITY GUARANTEE

Annually, for Facilities owned or operated by Contractor or an affiliate of Contractor, Contractor shall provide written notification to the City that the Facility has the capability to recover and/or process Organic Waste. City shall not implement or enforce an ordinance, policy, procedure, permit condition, or initiative that prohibits the lawful processing of Organic Waste pursuant to 14 CCR Section 18990.1(b).

16.03 USE OF PLASTIC BAGS FOR FOOD WASTE COLLECTION IN GREEN CONTAINERS

Contractor may require Customers and Generators to place Food Waste in plastic bags, compostable bags, or other paper wrappings and put the bagged or wrapped Food Waste in the Green Container. Contractor shall provide written notification to the City that allowing the use of plastic bags does not inhibit the ability of the City to comply with SB 1383 Regulations, and that the Facility can remove and/or process plastic bags when it recovers SSGCOW. Contractor shall provide annual written notification to the

City that the Facility has and will continue to have the capabilities to remove and process plastic bags when it recovers SSGCOW.

16.04 CONTAMINATION MONITORING

- a. Actions upon Identification of Prohibited Container Contaminants. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the protocols set forth in this Section.
 - i. Recordkeeping. The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue, Green, Brown or Gray Container); and maintain photographic evidence, when possible.
 - ii. Contamination Notices. Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a contamination notice, the format of which shall be approved by the City. The contamination notice shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly Source Separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Brown Container, Green Container, and/or Gray Container; (iv) and inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information for subsequent instances of Prohibited Container Contaminants. Contractor may recommend to City to assess contamination processing fees and Contractor may include photographic evidence to support its recommendation. Contractor shall leave the contamination notice attached to or adhered to the Customer's contaminated Containers; at the premises' door or gate; or may deliver the notice by mail, e-mail, text message, or other electronic message.
 - iii. Notice of Assessment of Contamination Processing Fees. If the Contractor observes Prohibited Container Contaminants in a Customer's Container on more than two occasions within a six-month time period and has issued contamination notices to Customer on each of those prior occasions, the Contractor may recommend that City impose a contamination processing fee pursuant to fees and rates approved by resolution of City Council on the third or subsequent instance of contamination. Contractor shall notify the City in its monthly report to City of Customers for whom Contamination Processing fees were recommended. Contractor shall leave a Contamination Processing fee notice attached to or adhered to the

Customer's contaminated Container(s); at the premises door or gate; or, deliver the notice by mail, e-mail, text message, or other electronic message. The Contamination Processing fee notice shall identify the prohibited material(s), explain how to prevent future violations, and indicate that the Customer will be charged a Contamination Processing fee on its next solid waste bill. The format of the Contamination Processing fee notice shall be approved by the City.

- iv. Disposal of Contaminated Materials. If the Contractor observes Prohibited Container Contaminants in a Customer's Container(s), Contractor may dispose of the Container's contents, provided Contractor complies with the noticing requirements in subsection iii., above.

16.05 ROUTE REVIEWS

- a. Route Reviews. Contractor shall meet its SB 1383 Regulations contamination monitoring requirements using Route Reviews.
 - i. Contractor shall conduct Hauler Route Reviews for Prohibited Container Contaminants in Collection Containers in a manner that: is deemed safe by the Contractor; is approved by City; and results in all Hauler Routes being reviewed annually, in an amount not less than the quantity specified in the calculations used to determine the SB 1383 Programs Fee and is consistent and in accordance with SB 1383 Regulations and 14 CCR Section 18984.5(b).
 - ii. Containers may be randomly selected along the Hauler Route. This Section should not be construed to require that every container on a Hauler Route must be sampled annually. Contractor may prioritize the inspection of Customers that are more likely to be out of compliance.
 - iii. Upon finding Prohibited Container Contaminants in the Container, Contractor shall follow the contamination monitoring noticing procedures as described herein.
- b. Recordkeeping Requirements. Contractor shall maintain all applicable Route Review records required under SB 1383 Regulations, and report to the City on contamination monitoring activities, route reviews, and actions taken.

16.06 ALTERNATIVE METHODS

Nothing in this Agreement shall prohibit the Contractor from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, its Regulations, and/or any other applicable law, as may be amended from time to time and as approved in writing by the City.

16.07 EDUCATION AND OUTREACH

- a. Public Education. Contractor shall, create applicable education materials and conduct education programs and activities as provided by and in accordance with the SB 1383 Regulations. 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 and commercial Food Waste, composting, preventing Contamination, and proper container placement. Updated educational materials shall be prepared and submitted to City Manager or his/her designee for approval.
- b. Recordkeeping Requirements. Contractor shall perform the recordkeeping requirements related to its compliance with education and outreach requirements under 14 CCR Section 18985.3. City shall perform the recordkeeping requirements related to its education and outreach efforts. Contractor shall cooperate and coordinate with the City on public education activities.
- c. Method of Delivery. The Contractor may provide the information required above by including it with regularly scheduled notices, education materials, billing inserts, or as otherwise agreed upon by both Parties.

16.08 ENROLLMENT ASSISTANCE

City requires that Customers subscribe to organic waste collection services. Contractor shall assist the City in ensuring that the subscription of Customers to Collection services occurs in a timely and efficient manner. Contractor shall maintain records and provide reports necessary for the City to verify the subscription of Customers.

16.09 GENERATOR WAIVER PROGRAM COORDINATION

- a. General. In accordance with SB 1383 Regulations, City may grant waivers from organic waste collection services to eligible organic waste generators.
- b. Requests Submitted to Contractor. Waste generators may submit requests for waivers to the Contractor. 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 review the generator's waiver application and inspect the generator's premises as needed to verify the accuracy of the application. Contractor shall provide documentation of the review in its recommendation to approve or deny the waiver request. City ultimately retains the right to approve or deny any application, regardless of the Contractor's recommendation and will process the approval or denial as required by SB 1383 requirements. Contractor shall report information regarding waivers reviewed to the City.
- c. Contractor Change in Customer Service Levels. When the City grants a waiver to a generator, City shall notify the Contractor within ten (10) business days of the waiver approval with pertinent Customer information and any changes to

the Subscription, Service Level or Collection service requirements for the Customer. Contractor shall have five (5) business days to modify the Customer's Collection Service Level and billing statement, as needed.

- d. Reverification of Waivers. Contractor shall conduct such reverifications of waivers and review applicable records at least once every five (5) years for de minimis and physical space constraint waivers. Contractor shall maintain a record of each waiver verification and provide a report to the City documenting the waiver reverifications performed and recommendations to City on those waivers that Contractor concludes are no longer warranted. The City shall make a final determination of the waiver eligibility of those generators.

16.10 INSPECTION AND ENFORCEMENT

Contractor shall assist the City with applicable inspections and enforcement as specified in this Agreement. Contractor shall maintain a computer database of all oral and written SB 1383 related non-compliance incidents reported to Contractor by Customers, or discovered by Contractor. Contractor shall maintain applicable records from inspection and enforcement in accordance with SB 1383 Regulations, with the exception of Notices of Violations and/or citations which shall be the responsibility of City. City shall be responsible for the issuance of any fines for City Municipal Code violations.

16.11 COMPLAINTS, REPORTS OF NON-COMPLIANCE

- a. Investigation. As needed, Contractor shall assist the City in its investigation of complaints of alleged noncompliance with SB 1383 regulations.
- b. Recordkeeping and Reporting. Contractor agrees to maintain a log of all applicable oral and written complaints or reports of non-compliance received by the Contractor. Contractor shall be responsible for the prompt and courteous attention to the complaints and subsequent notice shall be sent to the City for further inspection and enforcement efforts.

16.12 PROCUREMENT OF RECOVERED ORGANIC WASTE PRODUCT

- a. Contractor agrees to act as a direct service provider on behalf of the City. Contractor shall coordinate and cooperate with the City in meeting its recovered Organic Waste product procurement target, as required by SB 1383 Regulations, 14 CCR Section 18993.1.
- b. Contractor shall procure an annual quantity of Recovered Organic Waste Products in an amount not more than the quantity specified in the calculations used to determine the SB 1383 Programs Fee as requested by the City. Recovered Organic Waste Products shall comply with 14 CCR 18993.1(f). Contractor shall comply with the recordkeeping and verification requirements of 14 CCR 18993.2.

16.13 CONTAINER REQUIREMENTS

- a. Contractor shall provide Collection Containers 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; (iii) Organic Waste Container bodies and/or lids shall be green; and (iv) commercial Food Waste Container bodies and/or lids shall be brown.
- b. No later than January 1, 2036, Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Agreement or as otherwise specified in the SB 1383 Regulations. Notwithstanding this Section, the Contractor is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Agreement prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.

16.14 LABELING REQUIREMENTS

Contractor shall 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, that indicate the primary materials accepted and the primary materials prohibited in that Container in accordance with the SB 1383 Regulations. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container.

16.15 ORGANICS RECORDKEEPING AND REPORTING

- a. 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 in form and format satisfactory to the City.
- b. Contractor shall allow City access to records via remote access to Contractor's third-party reporting software for the purposes of auditing and inspecting SB 1383-related records and reports. Additional information that may be required from time to time for the purposes of complying with the SB 1383 Regulations shall also be furnished by the Contractor within a reasonable amount of time and upon request.
- c. Contractor shall provide reports to the City on customers discovered to be out of compliance with the SB 1383 Regulations, including a list of the customers, the type of violation (including not providing Containers for customer use, and other compliance violations), actions taken to educate those customers, and contact information for those customers. Such reports shall be provided quarterly or as required by City.
- d. Contractor shall report on all activities as mutually agreed upon with the City annually at least one month in advance of the City's reports to CalRecycle on August 1.

- e. Contractor shall provide a full customer list including Service Level, date of service, and customer contact information upon City request.

16.16 IDENTIFICATION OF FACILITIES

Contractor shall identify the Recyclable Materials and Organic Waste Processing Facilities to which they will transport organic waste as required by the SB 1383 Regulations.

G. ADDITION OF NEW ARTICLE 17.

A new Article 17, entitled “**HOUSEHOLD HAZARDOUS WASTE FACILITY STAFFING**”, which incorporates, updates, revises, and supersedes the provisions of Amendment No. 1, is hereby added to the Current Franchise Agreement, to read as follows:

ARTICLE 17. HOUSEHOLD HAZARDOUS WASTE FACILITY STAFFING

17.01 GENERAL

This Article 17 provides for Contractor staffing of the City's Household Hazardous Waste Collection Center (“**HHWCC**”) and related operational matters.

17.02 RESPONSIBILITIES AND DUTIES OF THE CONTRACTOR

- a. Contractor shall provide qualified personnel to staff, operate, and maintain the City of Victorville HHWCC located on Loves Lane, or such other location to be specified and mutually agreed upon by the Parties hereto in writing.
- b. Qualified personnel shall mean such persons who have successfully completed the 32-hour Household Hazardous Waste training course provided by the San Bernardino County Fire Protection District (the “**District**”), including any required refresher course(s), or such equivalent training as is deemed acceptable by the District. In addition to having the aforementioned qualifications, Contractor and its employees staffing the HHWCC shall comply with the provisions of Section 7.04.
- c. Staffing level shall be maintained at no less than two persons per day, two days per week, for eight hours each day or per another schedule determined by the City. Staffing may include up to an additional 8 hours per month for the loading and shipping of electronic wastes, that cannot be accomplished when the HHWCC is open to the public. The specific days of the week and hours of opening and closing of the HHWCC shall be agreed upon by the City Manager or his/her designee following consultation with Contractor’s government liaison and shall be subject to modification by the same process. Staffing levels, hours of operation, and days of operation may be modified by mutual agreement between City and Contractor.

- d. Contractor shall have plans in place to provide for trained substitute employees, in the event its regularly assigned employees are absent.
- e. Contractor shall be responsible for hiring, training, disciplining, compensating, insuring (as applicable) and supervising all of Contractor's employees who will staff the HHWCC, and shall provide the staffing services in accordance with Section 14.01, which provides, among other things, that Contractor's employees are not and shall not be considered agents or employees of the City.
- f. Contractor shall be responsible for providing personal safety equipment and safety supplies for all of its employees staffing the HHWCC (including but not limited to: safety glasses, steel toed boots, nitrile gloves, leather gloves, Tyvek aprons, and Tyvek suits). Contractor shall also supply or require employees to wear uniforms.
- g. As required by Section 14.02, Contractor shall comply with all applicable laws as well as any applicable regulations and policies in carrying out its responsibilities.
- h. The Contractor shall operate HHWCC in accordance with the most recent edition of "The Satellite Facilities Operations Manual" ("**Operations Manual**") prepared by the District's Division of Hazardous Materials.
- i. Employees of the Contractor who staff the HHWCC will accept only "**Household Hazardous Waste**", as defined in Title 22, section 66260.10 of the California Code of Regulations and in California Health and Safety Code section 25218.1(e). The designated employees will categorize, pack, and label the wastes in accordance with the Operations Manual. The wastes will be stored in original packaging (except used motor oil and used antifreeze) and placed in the District-provided containers inside the waste storage area (located within the fenced area of the HHWCC).
- j. The Contractor shall be responsible for the safety of persons and materials on the property of the HHWCC and keeping the HHWCC secure by locking the facility gates.
- k. The Contractor shall be responsible for keeping the HHWCC in a neat and clean condition; for maintaining and using all equipment in a safe and appropriate manner.
- l. The Contractor shall notify and obtain approval from the City Manager or his/her designee prior to making any changes in the maintenance and/or operations of the HHWCC that are not contemplated by this Section.

17.03 RESPONSIBILITIES AND DUTIES OF THE CITY

- a. The City shall arrange for disposal of Household Hazardous Waste as defined in Section 17.02.i .

- b. The City shall compensate Contractor for the services provided under this Article on a monthly basis. The formula and procedures set forth below will be used to calculate and adjust, when appropriate, the amount of Contractor's compensation for operating the HHWCC (the "**Services Compensation**").
- i. **Services Compensation Formula.** Effective July 1, 2023, the City shall pay Contractor \$20.87 per employee per hour for HHWCC staffing services. Contractor will provide staffing services at the levels set forth in Section 17.02.c of this Article 17. Additional staffing services in excess of those specified herein may be provided, upon written authorization from the City Manager, or his/her designee.
 - ii. **Invoicing and Payment.** Contractor shall submit a monthly invoice to City, detailing the hours of staffing services provided, and the total Services Compensation due. City shall pay said invoice within fifteen (15) days of receipt.
 - iii. **Annual Services Compensation Adjustment.** Contractor's compensation as set forth in Section 17.03.b.i shall be adjusted each July 1 by an amount equal to the average January to January change in the Consumer Price Index for All Urban Consumers for Riverside-San Bernardino-Ontario as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI") or four percent (4%), whichever amount is less. Accordingly, the first such adjustment shall become effective July 1, 2024 and shall be based on the average change from January 2023 to January 2024.
 1. Adjustment Request Procedure. Contractor shall submit its request for a CPI-based rate adjustment not later than April 5 of each year, showing the current hourly rate and proposed new rate, along with documentation verifying the requested CPI adjustment.
 2. Adjustment Approval Procedure. Contractor's request shall be reviewed and approved by the City Manager or his/her designee. The City Manager's decision shall be based solely upon verification of the change in CPI in accordance with the formula set forth in this Section and verification of the Contractor's calculations.
 - iv. **Other Services Compensation Adjustments.** Contractor may also request adjustment of its Services Compensation at any time in the event of changes in law impacting its costs to staff and operate the HHWCC. Such other Services Compensation Adjustment requests must be made in writing to City with supporting documentation satisfactory to the City at least thirty (30) days in advance of the requested effective date. All such other Services Compensation Adjustment requests must be approved in writing by the City and the City reserves the right to deny

any requests that are not adequately supported by documentation and/or circumstances.

- c. The City shall pay directly or reimburse Contractor for cost of providing portable latrine service at the HHWCC following City's receipt of documentation of such cost from Contractor (invoices, etc.).
- d. The City shall pay directly or reimburse Contractor for the cost of providing water for employees at the HHWCC following City's receipt of documentation of such cost from Contractor (invoices, etc.).
- e. The City shall be responsible for providing or maintaining a generator and forklift at the HHWCC as needed.

17.04 TERMINATION

- a. Unless terminated in accordance with the provisions of Section 17.04.b, below, the provisions of this Article shall remain in effect until further amended in writing by the Parties.
- b. The HHWCC staffing services provided for in this Article 17 may be terminated by either Party, with or without cause, by providing one hundred twenty (120) days advance written notice to the other Party, such notice to be given in accordance with Section 14.06. In the event HHWCC staffing services as described in this Article 17 are terminated, the Contractor, at its sole discretion, may opt to terminate any employees used to staff the HHWCC.
- c. Should the HHWCC staffing services provided for in this Article 17 be terminated as set forth above, the remaining Articles and provisions of this Agreement shall remain in full force and effect in accordance with their terms.

H. ADDITION OF NEW ARTICLE 18.

A new Article 18, entitled "Revenues From California Senate Bill 54," is hereby added to the Current Franchise Agreement, to read as follows:

ARTICLE 18. REVENUES FROM CALIFORNIA SENATE BILL 54

18.01 FUNDING FROM CALIFORNIA SENATE BILL 54 (SB 54), THE PLASTIC POLLUTION PREVENTION AND PACKAGING PRODUCER RESPONSIBILITY ACT

City and Contractor acknowledge that in order to address single-use packaging and plastic single-use food service ware in the waste stream, the Plastic Pollution Prevention and Packaging Producer Responsibility Act, California Senate Bill 54 ("SB 54"), was signed into law by Governor Newsom on June 30, 2022. Implementing regulations are required to be drafted and completed by CalRecycle by January 1, 2025.

SB 54 will likely result in new funding sources for the costs incurred by local jurisdictions to manage covered materials. These costs may include, without limitation, consumer education; collection, storage, and transportation of covered materials; and waste stream sampling and reporting.

Contractor agrees that it will remit to the City any and all SB 54 related funds it may receive as a result of its franchise operations in the City. City will use these funds to offset the costs of Solid Waste Services for its customers, including but not limited to, the costs for Solid Waste and/or Recyclable Material collection, processing services, and transportation, and public education. Contractor's failure to remit to City any such funds received within ninety (90) days of the date of Contractor's receipt thereof shall constitute a material breach of this Agreement.

I. SCOPE OF SERVICES.

Attachment B "Scope of Services" of the Current Franchise Agreement is hereby amended in its entirety to read as follows:

ATTACHMENT B
SCOPE OF SERVICES

The services to be performed by Contractor are as follows and are subject to change as described in Section 10.08 of this Agreement.

- a. Provide carts for automated collection of residential Solid Waste, Organic Material, and Recyclable Materials in accordance with Section 7.03 and Article 16.
- b. Provide fully automated, once a week collection of residential Solid Waste, Organic Material, and Recyclable Materials. Extra residential Organic Material will be collected at no additional cost, if placed by Customers in their own conforming containers of 35 gallons or less and prepared according to City requirements.
- c. Provide each single-family residential dwelling and each multi-family residential dwelling unit receiving Standard Service up to two Bulky Item collections each twelve-month period.
- d. Provide annual residential curbside Christmas Tree Collection.
- e. Provide containers for collection of commercial Solid Waste, Organic Material, and Recyclable Materials in accordance with Section 7.03.
- f. Provide for collection of commercial Solid Waste, Organic Material, and Recyclable Materials up to seven days per week.
- g. Provide for collection of Solid Waste, Organic Material, and Recyclable Materials from selected City Facilities in accordance with Subsection 5.01.d.

- h. Provide Customer Services in accordance with Section 6.01.
- i. Provide Records and Reports in accordance with Article 11.
- j. Provide a quarterly event for document destruction (Shred-Fest) and provide monthly compost giveaway, at Contractor's sole cost.
- k. Development and management of commercial recycling outreach program.
- l. By July 1, 2024, implement a program to utilize Radio Frequency Identification Devices on all new residential carts and all existing and new non-residential and residential bins, or as an alternative, implement an equivalent program to track set outs, service levels, container contamination issues, and other service issues.
- m. Establish a periodic residential and non-residential route audit and service verification program, linked to Customer billing.
- n. Provide a social marketing-based program to reduce recycling contamination and increase recyclable material recovery for residential and non-residential customers, including a comprehensive container inspection and compliance element.
- o. Provide labor and equipment needed to organize three (3) annual clean-up events ("Free Dump Days") at Contractor's sole cost. The City will pay the disposal costs for non-recyclable refuse.
- p. Provide for the development and management of school outreach recycling programs, including annual site visits to all schools and classrooms within the City limits which receive Collection Services provided by Contractor under this Agreement, provided that such schools and classrooms continue to receive such Collection Services.
- q. Provide SB 1383 Services in accordance with Article 16 of the Agreement, including without limitation, furnishing Customers with Black, Blue, Green, Gray, and Brown Containers as required therein.
- r. At no cost to the City, divert and recycle a minimum of sixty-five percent (65%) of all nonhazardous Construction and Demolition Waste collected by Contractor within the City limits. All commingled loads of nonhazardous Construction and Demolition Waste materials hauled by Contractor shall be processed to recycle and/or salvage for reuse a minimum of 65% as required by the California Green Building Standards Code. Source separated nonhazardous Construction and Demolition Waste materials such as lumber or concrete may be delivered directly to recycling facilities without processing. Contractor may establish and charge rates or fees to customers to whom it provides Construction and Demolition Waste material hauling and processing services to cover the Contractor's costs of providing these services. Such rates or fees shall be reasonable and comparable to those charged by similar facilities providing similar services in San Bernardino County.
- s. At no cost to the City, construct a Construction and Demolition Waste recycling facility within the City of Victorville city limits in order to meet the California Green Building Standards Code requirement to divert sixty-five percent (65%) of all nonhazardous Construction and Demolition Waste. Contractor has provided the following timeline with verifiable performance measurement milestones and will provide monthly reports to the City tracking progress toward facility completion. If land acquisition attempts are unsuccessful, Contractor agrees to construct an interim

Construction and Demolition Waste recycling facility within the City of Victorville city limits adhering to the same project completion date.

Construction and Demolition Waste Recycling Facility Timeline/Schedule

Task	Start	End
Land Acquisition	12/20/23	03/12/24
Conceptual Design	01/15/24	04/19/24
Boundary & Topography	01/15/24	02/16/24
Preliminary Design	02/19/24	03/15/24
Internal Design Approval	03/18/24	03/29/24
Pre-Application Review	04/01/24	04/19/24
Land Use Permits/CEQA	05/20/24	10/18/24
CUP Application Preparation	05/20/24	06/17/24
Special CEQA Studies	04/08/24	05/31/24
Prepare Initial Study	03/29/24	06/06/24
Submit Land Use Application	06/17/24	06/17/24
City Planning Process	06/18/24	10/18/24
Final Design	09/09/24	01/17/25
Prepare Final Plans	09/09/24	11/15/24
City Plan Check	11/18/24	12/06/24
Revise Plans	12/09/24	12/27/24
City Plan Check/Issue Permits	12/30/24	01/17/25

Equipment	06/03/24	05/16/25
Order Equipment	06/03/24	04/11/25
Install Equipment	04/21/25	05/16/25
Construction	11/18/24	06/27/25
Prepare Bid Package	11/18/24	11/29/24
Contractor Bidding	12/02/24	01/10/25
Construction	01/13/25	06/27/25
Solid Waste Facility Permit	08/26/24	05/30/25
Write Draft RFI	08/26/24	09/20/24
LEA Review of Draft RFI	09/23/24	11/15/24
RFI Revisions/Submit to LEA	11/18/24	12/13/24
LEA Review of Draft RFI	12/16/24	03/07/25
CalRecycle Concurrence	03/10/25	05/30/25
Entire Project	12/20/23	06/27/25

(1) City and Contractor acknowledge that there may be Uncontrollable Circumstance(s) (as hereinafter defined), the occurrence of which could impact the Contractor's ability to develop the C&D Facility within the time frame specified above. In the event of the occurrence of Uncontrollable Circumstance(s) that will delay the timely completion of the C&D Facility, Contractor shall provide written notice to the City within ten (10) business days of the date of said occurrence, which notice shall identify and explain the Uncontrollable Circumstance(s) giving rise to the delay and the expected length of the delay. Contractor shall further use reasonable efforts to attempt to rectify the cause of the delay. If the Uncontrollable Circumstance(s) will delay Contractor's final completion of the C&D Facility for a period in excess of sixty (60) days, Contractor will promptly discuss and negotiate in good faith with the City to determine revised timelines and/or alternative options for development of the C&D Facility. With respect to development of the C&D Facility only, the provisions of Section 13.06 (Force Majeure) of this Agreement shall not apply and Contractor shall not be considered in default if it complies with the provisions of this Section s.

- (2) “Uncontrollable Circumstance(s)” means any act, event, or condition or combination thereof, the occurrence of which materially and adversely affects the ability of Contractor to complete the C&D Facility in accordance with the timeline set forth above; but only if such act, event, or condition or combination thereof, are beyond Contractor’s reasonable control or prevention and also are not the result of willful or negligent acts, errors or omissions, or failures to exercise reasonable diligence on the part of the Contractor. “Uncontrollable Circumstance(s)” may include but shall not be limited to the following:
- (i) acts of God (overwhelming, unpreventable events caused exclusively by forces of nature, such as earthquakes, lightning, floods, or landslides, but not including reasonably anticipated weather conditions for the geographic area in which the C&D Facility is to be developed); extraordinary occurrences such as fire, explosion, pandemic, sabotage or similar occurrence; acts of a public enemy, strikes, war, blockade or insurrection, riot or civil disturbance;
 - (ii) the failure of any appropriate federal, State, city or local public agency or private utility having operational jurisdiction in the area in which the C&D Facility is to be located to provide and maintain utilities (gas, water, sewer, electricity, telephone, and telecommunications) to the site which are required for its operation;
 - (iii) the failure of Contractor to receive labor, services, materials or equipment from its subcontractors or suppliers on agreed-upon dates, but only if such failure is caused by Uncontrollable Circumstance(s) and the Contractor is not reasonably able to obtain substitute labor, services, materials, or equipment on the agreed- upon dates;
 - (iv) governmental preemption of materials or services in connection with a public emergency or any condemnation or other taking by eminent domain of any portion of the proposed C&D Facility site;
 - (v) adverse governmental actions with respect to any licenses, permits, or similar regulatory approvals necessary for the C&D Facility.
- (3) It is specifically understood that none of the following acts or conditions shall constitute Uncontrollable Circumstance(s): (a) adverse changes in the financial condition of Contractor; (b) equipment failure (unless caused by Uncontrollable Circumstance(s)); (c) general economic conditions, interest or inflation rates, or currency fluctuations; (d) union work rules, requirements or demands which have the effect of increasing the number of employees required to be employed at the C&D Facility or otherwise increase the cost to the Contractor of operating and maintaining the C&D Facility; (e) any impact of prevailing wage laws on the Contractor’s operation and maintenance costs with respect to wages and benefits; or (f) any act, event or circumstance occurring outside of the United States.
- t. Within 90 days of the Effective Date of this Agreement, develop a plan for City review and approval for outreach and education programs, procurement of recovered organic waste product, contamination monitoring, and route reviews. Thereafter, Contractor will update the plan each year and submit the updated version to City for review and approval no later than May 1, to be effective the following July 1.

J. CUSTOMER RATE SCHEDULE.

Attachment D, “Customer Rate Schedule” of the Current Franchise Agreement is hereby amended in its entirety to read as follows:

ATTACHMENT D

CUSTOMER RATE SCHEDULE

Adopted per City Council Resolution No. 23-076

Effective November 1, 2023***

***Monthly Collection charges for Single and Multi-Family Residential Customers with Standard Service will be \$4.54 less than those specified in adopted Rate Schedule until such time as Contractor begins providing Organic Waste Collection service to Residential Premises with Standard Service.

SOLID WASTE RATE SCHEDULE	Current Rates	Proposed Monthly Rates				
		FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Single- and Multi-Family and Comm. Carts						
95 gal Solid Waste, 65-gal Recycle, 65-gal Organics	\$30.77	\$42.92	\$46.44	\$49.25	\$51.49	\$53.83
65 gal Solid Waste, 65-gal Recycle, 65-gal Organics	N/A	\$40.04	\$43.23	\$45.95	\$48.09	\$50.32
35 gal Solid Waste, 65-gal Recycle, 65-gal Organics	\$25.50	\$37.58	\$40.94	\$43.59	\$45.66	\$47.82
Additional 95-gallon Trash Container	\$14.05	\$13.93	\$14.55	\$15.19	\$15.87	\$16.58
Additional 65-gallon Recycling Container*	\$1.81	\$1.99	\$2.08	\$2.19	\$2.30	\$2.41
Additional 65-gallon Organics Container*	N/A	\$13.93	\$14.55	\$15.19	\$15.87	\$16.58
Hardship Rate**	\$24.78	\$39.05	\$42.38	\$44.99	\$47.01	\$49.12
Hardship & Small Can Rate**	\$21.17	\$33.71	\$36.88	\$39.33	\$41.18	\$43.12
Resid. using trash bin: 65-gal Recycle Cart-Required	N/A	\$15.12	\$15.88	\$16.67	\$17.50	\$18.38
Resid. using trash bin: 65-gal Organics Cart-Required	N/A	\$20.46	\$21.82	\$22.79	\$23.81	\$24.87
Commercial Cans						
95 gal Solid Waste, 65 gal recycling	\$38.95	\$43.30	\$46.36	\$48.98	\$51.08	\$53.17
Additional 95-gallon Trash Container	\$11.30	\$15.24	\$15.90	\$16.47	\$17.06	\$17.69
Additional 65-gallon Recycling Container	N/A	\$15.12	\$15.88	\$16.67	\$17.50	\$18.38
Miscellaneous Charges:*** (Per Occurance)						
Late Set Out/Return Trip-Trash, Recycle, Organics	\$20.21	\$18.04	\$18.67	\$20.00	\$20.00	\$20.70
Contaminated Recycle/Organics, Empty as Trash	\$21.56	\$19.84	\$20.53	\$22.00	\$22.00	\$22.77
Change size/number of carts (in excess of once/year)	\$33.68	\$34.86	\$36.08	\$38.65	\$38.65	\$40.00

* The first additional recycling can is free, this charge applies to more than 2 recycling cans.

** Only if granted by the City; applies only to single-family accounts.

*** Applies to both residential and commercial can service.

SOLID WASTE RATE SCHEDULE Commercial Bins (Cont.)		Current Rates	Proposed Monthly Rates				
Bin Size (CY)	Pick ups/week		FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
1.5	1	\$68.25	\$73.16	\$77.10	\$80.27	\$83.58	\$87.03
1.5	2	\$130.59	\$139.48	\$147.03	\$153.01	\$159.25	\$165.75
1.5	3	\$192.34	\$205.80	\$216.96	\$225.74	\$234.91	\$244.48
1.5	4	\$254.39	\$272.12	\$286.88	\$298.48	\$310.58	\$323.20
1.5	5	\$316.44	\$338.44	\$356.81	\$371.22	\$386.25	\$401.92
1.5	6	\$378.48	\$404.76	\$426.74	\$443.95	\$461.91	\$480.65
1.5	7	\$440.53	\$471.08	\$496.66	\$516.69	\$537.58	\$559.37
1.5	8	\$502.58	\$537.40	\$566.59	\$589.42	\$613.24	\$638.09
1.5	9	\$564.62	\$603.72	\$636.52	\$662.16	\$688.91	\$716.82
2	1	\$90.39	\$96.87	\$100.17	\$104.27	\$108.54	\$113.00
2	2	\$173.12	\$185.30	\$191.48	\$199.22	\$207.30	\$215.72
2	3	\$255.85	\$273.73	\$282.78	\$294.17	\$306.06	\$318.45
2	4	\$338.58	\$362.16	\$374.09	\$389.13	\$404.81	\$421.18
2	5	\$421.31	\$450.58	\$465.39	\$484.08	\$503.57	\$523.91
2	6	\$504.04	\$539.01	\$556.69	\$579.03	\$602.33	\$626.64
2	7	\$586.77	\$627.44	\$648.00	\$673.99	\$701.09	\$729.36
2	8	\$669.50	\$715.86	\$739.30	\$768.94	\$799.85	\$832.09
2	9	\$752.23	\$804.29	\$830.60	\$863.89	\$898.61	\$934.82
3	1	\$134.05	\$143.62	\$148.49	\$154.54	\$160.85	\$167.44
3	2	\$258.15	\$276.26	\$285.44	\$296.97	\$308.99	\$321.53
3	3	\$382.24	\$408.90	\$422.40	\$439.40	\$457.13	\$475.62
3	4	\$506.34	\$541.54	\$559.35	\$581.83	\$605.27	\$629.72
3	5	\$630.43	\$674.18	\$696.31	\$724.26	\$753.40	\$783.81
3	6	\$754.52	\$806.83	\$833.27	\$866.69	\$901.54	\$937.90
3	7	\$878.62	\$939.47	\$970.22	\$1,009.12	\$1,049.68	\$1,091.99
3	8	\$1,002.71	\$1,072.11	\$1,107.18	\$1,151.55	\$1,197.82	\$1,246.08
3	9	\$1,126.81	\$1,204.75	\$1,244.13	\$1,293.98	\$1,345.96	\$1,400.18
4	1	\$180.78	\$193.75	\$200.35	\$208.53	\$217.08	\$225.99
4	2	\$346.24	\$370.60	\$382.95	\$398.44	\$414.59	\$431.45
4	3	\$511.70	\$547.46	\$565.56	\$588.35	\$612.11	\$636.90
4	4	\$677.16	\$724.31	\$748.17	\$778.25	\$809.63	\$842.36
4	5	\$842.62	\$901.17	\$930.78	\$968.16	\$1,007.15	\$1,047.81
4	6	\$1,008.08	\$1,078.02	\$1,113.39	\$1,158.06	\$1,204.66	\$1,253.27
4	7	\$1,173.53	\$1,254.87	\$1,295.99	\$1,347.97	\$1,402.18	\$1,458.73
4	8	\$1,338.99	\$1,431.73	\$1,478.60	\$1,537.88	\$1,599.70	\$1,664.18
4	9	\$1,504.45	\$1,608.58	\$1,661.21	\$1,727.78	\$1,797.22	\$1,869.64

SOLID WASTE RATE SCHEDULE Solid Waste Roll-Offs & Recycling Roll-Offs	Current Monthly Rates	Current Per Pickup Rates	Proposed Rates (Cost per Pickup)*				
			FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Roll-Off Size (CY)	1x/Week	\$/Pickup	<i>(Note: disposal cost plus 8% franchise fee will be added)</i>				
10	\$867.65	\$200.23	\$221.73	\$233.79	\$249.52	\$266.37	\$284.42
20	\$978.49	\$225.81	\$250.89	\$269.57	\$286.54	\$304.69	\$324.09
30	\$1,089.33	\$251.38	\$280.05	\$301.01	\$318.89	\$337.98	\$358.37
40	\$1,200.16	\$276.96	\$309.21	\$332.46	\$351.25	\$371.28	\$392.64

* Disposal costs, if any, will be charged based on actual tonnage charges determined at landfill or other disposal/recycling site, plus Franchise Fee.

SOLID WASTE RATE SCHEDULE		Current Rates	Current Rates	Proposed Monthly Rates (\$/mo.)				
Comm. Bins - Recycling				FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Bin Size (CY)	Pick ups/week		\$/Pickup					
1.5	1	\$49.10	\$54.76	\$58.85	\$62.41	\$66.45	\$71.11	
1.5	2	\$92.01	\$102.69	\$110.52	\$117.28	\$124.99	\$133.92	
1.5	3	\$134.91	\$150.62	\$162.19	\$172.15	\$183.53	\$196.72	
1.5	4	\$177.81	\$198.55	\$213.86	\$227.02	\$242.07	\$259.52	
1.5	5	\$220.72	\$246.48	\$265.54	\$281.90	\$300.61	\$322.33	
1.5	6	\$263.62	\$294.40	\$317.21	\$336.77	\$359.15	\$385.13	
1.5	7	\$306.52	\$342.33	\$368.88	\$391.64	\$417.69	\$447.93	
1.5	8	\$349.42	\$390.26	\$420.55	\$446.51	\$476.23	\$510.74	
1.5	9	\$392.33	\$438.19	\$472.22	\$501.38	\$534.77	\$573.54	
2	1	\$64.87	\$72.35	\$77.77	\$82.48	\$87.83	\$94.01	
2	2	\$122.07	\$136.26	\$146.66	\$155.64	\$165.88	\$177.74	
2	3	\$179.27	\$200.16	\$215.56	\$228.80	\$243.94	\$261.48	
2	4	\$236.48	\$264.06	\$284.45	\$301.96	\$321.99	\$345.22	
2	5	\$293.68	\$327.97	\$353.35	\$375.13	\$400.04	\$428.96	
2	6	\$350.89	\$391.87	\$422.24	\$448.29	\$478.09	\$512.70	
2	7	\$408.09	\$455.77	\$491.14	\$521.45	\$556.14	\$596.44	
2	8	\$465.29	\$519.68	\$560.04	\$594.61	\$634.20	\$680.17	
2	9	\$522.50	\$583.58	\$628.93	\$667.78	\$712.25	\$763.91	
3	1	\$95.77	\$106.84	\$114.87	\$121.85	\$129.79	\$138.96	
3	2	\$181.57	\$202.69	\$218.22	\$231.59	\$246.87	\$264.56	
3	3	\$267.38	\$298.55	\$321.56	\$341.34	\$363.95	\$390.17	
3	4	\$353.18	\$394.40	\$424.90	\$451.08	\$481.03	\$515.78	
3	5	\$438.99	\$490.26	\$528.25	\$560.83	\$598.10	\$641.38	
3	6	\$524.80	\$586.12	\$631.59	\$670.57	\$715.18	\$766.99	
3	7	\$610.60	\$681.97	\$734.94	\$780.31	\$832.26	\$892.60	
3	8	\$696.41	\$777.83	\$838.28	\$890.06	\$949.34	\$1,018.21	
3	9	\$782.22	\$873.68	\$941.62	\$999.80	\$1,066.42	\$1,143.81	
4	1	\$129.73	\$144.70	\$155.53	\$164.95	\$175.66	\$188.01	
4	2	\$244.14	\$272.52	\$293.32	\$311.28	\$331.77	\$355.49	
4	3	\$358.55	\$400.31	\$431.11	\$457.60	\$487.87	\$522.96	
4	4	\$472.96	\$528.13	\$568.91	\$603.93	\$643.98	\$690.44	
4	5	\$587.36	\$655.93	\$706.70	\$750.25	\$800.08	\$857.92	
4	6	\$701.77	\$783.74	\$844.49	\$896.58	\$956.18	\$1,025.39	
4	7	\$816.18	\$911.55	\$982.28	\$1,042.90	\$1,112.29	\$1,192.87	
4	8	\$930.59	\$1,039.36	\$1,120.07	\$1,189.23	\$1,268.39	\$1,360.35	
4	9	\$1,045.00	\$1,167.16	\$1,257.86	\$1,335.55	\$1,424.50	\$1,527.82	

SOLID WASTE RATE SCHEDULE		Current Mo. Rates	Current Rates (Per Pickup)	Proposed Rates per Pickup (\$/PU)*				
Compactor Boxes				FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Bin Size (CY)	1x/Week	\$/Pickup	(Note: disposal cost plus 8% franchise fee will be added)					
10	\$1,170.36	\$270.08	\$298.76	\$314.67	\$329.88	\$345.85	\$362.59	
15	\$1,225.78	\$282.87	\$313.34	\$330.46	\$346.21	\$362.72	\$380.04	
16	\$1,236.87	\$285.43	\$316.25	\$333.62	\$349.47	\$366.10	\$383.53	
20	\$1,281.20	\$295.66	\$327.92	\$346.25	\$362.53	\$379.60	\$397.49	
28	\$1,369.87	\$316.12	\$351.24	\$371.53	\$388.66	\$406.60	\$425.40	
29	\$1,380.96	\$318.68	\$354.16	\$374.69	\$391.92	\$409.98	\$428.89	
30	\$1,392.04	\$321.24	\$357.08	\$377.84	\$395.19	\$413.35	\$432.38	
35	\$1,447.46	\$334.03	\$371.66	\$393.64	\$411.51	\$430.23	\$449.83	
40	\$1,502.88	\$346.82	\$386.24	\$409.43	\$427.84	\$447.11	\$467.28	

* Disposal costs will be charged based on actual tonnage charges determined at the landfill or other disposal/recycling site, plus Franchise Fee.

SOLID WASTE RATE SCHEDULE Commercial Bins - Internal Compactors		Current Rates	Current Rates	Proposed Monthly Rates (\$/mo.)				
				FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Bin Size (CY)	Pick ups/week							
1.5	1	\$113.34	\$109.94	\$114.95	\$119.21	\$123.64	\$128.25	
1.5	2	\$220.47	\$213.05	\$222.73	\$230.89	\$239.38	\$248.20	
1.5	3	\$327.61	\$316.15	\$330.50	\$342.57	\$355.11	\$368.14	
1.5	4	\$434.75	\$419.26	\$438.28	\$454.25	\$470.84	\$488.08	
1.5	5	\$541.89	\$522.36	\$546.05	\$565.92	\$586.57	\$608.03	
1.5	6	\$649.02	\$625.47	\$653.83	\$677.60	\$702.30	\$727.97	
1.5	7	\$756.16	\$728.57	\$761.60	\$789.28	\$818.03	\$847.91	
1.5	8	\$863.30	\$831.68	\$869.38	\$900.96	\$933.77	\$967.86	
1.5	9	\$970.43	\$934.78	\$977.15	\$1,012.63	\$1,049.50	\$1,087.80	
2	1	\$150.51	\$145.92	\$152.57	\$158.22	\$164.09	\$170.19	
2	2	\$293.36	\$283.39	\$296.27	\$307.12	\$318.40	\$330.12	
2	3	\$436.21	\$420.87	\$439.97	\$456.02	\$472.71	\$490.04	
2	4	\$579.06	\$558.34	\$583.67	\$604.93	\$627.01	\$649.97	
2	5	\$721.91	\$695.81	\$727.37	\$753.83	\$781.32	\$809.89	
2	6	\$864.76	\$833.29	\$871.07	\$902.73	\$935.63	\$969.81	
2	7	\$1,007.61	\$970.76	\$1,014.77	\$1,051.64	\$1,089.94	\$1,129.74	
2	8	\$1,150.46	\$1,108.24	\$1,158.47	\$1,200.54	\$1,244.25	\$1,289.66	
2	9	\$1,293.31	\$1,245.71	\$1,302.17	\$1,349.44	\$1,398.56	\$1,449.59	
3	1	\$224.23	\$217.19	\$227.08	\$235.46	\$244.18	\$253.23	
3	2	\$438.51	\$423.40	\$442.63	\$458.82	\$475.64	\$493.12	
3	3	\$652.78	\$629.61	\$658.18	\$682.17	\$707.10	\$733.01	
3	4	\$867.06	\$835.82	\$873.73	\$905.53	\$938.57	\$972.89	
3	5	\$1,081.33	\$1,042.03	\$1,089.28	\$1,128.88	\$1,170.03	\$1,212.78	
3	6	\$1,295.61	\$1,248.24	\$1,304.83	\$1,352.24	\$1,401.49	\$1,452.67	
3	7	\$1,509.88	\$1,454.45	\$1,520.38	\$1,575.59	\$1,632.96	\$1,692.55	
3	8	\$1,724.15	\$1,660.66	\$1,735.93	\$1,798.95	\$1,864.42	\$1,932.44	
3	9	\$1,938.43	\$1,866.87	\$1,951.48	\$2,022.30	\$2,095.88	\$2,172.33	
4	1	\$301.02	\$291.84	\$305.14	\$316.43	\$328.18	\$340.38	
4	2	\$586.72	\$566.79	\$592.54	\$614.24	\$636.79	\$660.23	
4	3	\$872.42	\$841.74	\$879.94	\$912.05	\$945.41	\$980.08	
4	4	\$1,158.12	\$1,116.68	\$1,167.34	\$1,209.85	\$1,254.03	\$1,299.93	
4	5	\$1,443.82	\$1,391.63	\$1,454.74	\$1,507.66	\$1,562.65	\$1,619.78	
4	6	\$1,729.52	\$1,666.58	\$1,742.14	\$1,805.47	\$1,871.26	\$1,939.63	
4	7	\$2,015.22	\$1,941.52	\$2,029.54	\$2,103.27	\$2,179.88	\$2,259.48	
4	8	\$2,300.91	\$2,216.47	\$2,316.94	\$2,401.08	\$2,488.50	\$2,579.32	
4	9	\$2,586.61	\$2,491.42	\$2,604.34	\$2,698.89	\$2,797.12	\$2,899.17	
SOLID WASTE RATE SCHEDULE Organics Program		Current Rates	Proposed Monthly Rates					
			FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	
Bin Size (CY)	Pick ups/week							
65 gal. - Organics	1	\$33.88	\$43.90	\$46.15	\$46.06	\$48.21	\$50.47	
65 gal. - Organics	2	\$61.64	\$74.08	\$77.89	\$77.70	\$81.28	\$85.04	
65 gal. - Organics	3	\$85.38	\$99.79	\$104.94	\$104.64	\$109.42	\$114.42	
65 gal. - Organics	4	\$109.47	\$125.92	\$132.42	\$132.02	\$138.01	\$144.28	
65 gal. - Organics	5	\$141.28	\$160.54	\$168.83	\$168.32	\$175.98	\$183.99	
65 gal. - Organics	6	\$157.11	\$177.54	\$186.74	\$186.11	\$194.50	\$203.29	
95 gal. - Greenwaste	1	N/A	\$40.67	\$42.77	\$42.61	\$44.52	\$46.51	
95 gal. - Greenwaste	2	N/A	\$73.38	\$79.03	\$78.70	\$82.19	\$85.84	
95 gal. - Greenwaste	3	N/A	\$101.42	\$109.46	\$108.96	\$113.73	\$118.73	
95 gal. - Greenwaste	4	N/A	\$130.41	\$140.88	\$140.21	\$146.32	\$152.72	
95 gal. - Greenwaste	5	N/A	\$167.90	\$181.24	\$180.40	\$188.30	\$196.56	
95 gal. - Greenwaste	6	N/A	\$165.37	\$173.09	\$172.78	\$180.86	\$189.33	

SOLID WASTE RATE SCHEDULE Miscellaneous Fees		Current Rates	Proposed Rates				
Service			FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Optional Residential Walkup Service-Additional Charge Per Month		N/A	\$23.95	\$25.15	\$26.40	\$27.73	\$29.11
Extra Trash Bags-Per Bag		N/A	\$2.00	\$2.10	\$2.21	\$2.32	\$2.43
Bulky Pickup, Extra Service-Residential or Commercial locations*		N/A	\$61.00	\$64.05	\$67.25	\$70.62	\$74.15
Cart Cleaning/Exchange Fee		N/A	\$35.00	\$36.75	\$38.59	\$40.52	\$42.54
Commercial Bin Cleaning/Exchange		N/A	\$45.00	\$47.25	\$49.61	\$52.09	\$54.70
Locking Device Setup-Trash		N/A	\$40.00	\$42.00	\$44.10	\$46.31	\$48.62
Locking Device Setup-Recycle		N/A	N/C	N/C	N/C	N/C	N/C
Return Trip Fee-Dry Run-Rolloff/Compactors		N/A	\$85.00	\$89.25	\$93.71	\$98.40	\$103.32

*Includes up to 3 items. Additional items at \$14 each.

SOLID WASTE RATE SCHEDULE Temporary Services Fees - Residential Clean		Current Rates	Proposed Rates*				
Bin Size (CY)			FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
3		N/A	\$132.35	\$138.97	\$145.92	\$153.22	\$160.88

* Up to 1 week.

SOLID WASTE RATE SCHEDULE Temporary Services Fees - Mixed Construction and Demolition Waste		Current Rates	Proposed Rates*				
Bin Size (CY)			FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
			<i>(Note: disposal cost plus 8% franchise fee will be added)</i>				
10		N/A	\$483.91	\$508.11	\$533.51	\$560.19	\$588.20
20		N/A	\$489.51	\$513.99	\$539.68	\$566.67	\$595.00
30		N/A	\$495.11	\$519.87	\$545.86	\$573.15	\$601.81
40		N/A	\$500.71	\$525.75	\$552.03	\$579.63	\$608.62

* Disposal costs will be charged based on actual tonnage charges determined at the landfill or other disposal/recycling site, plus Franchise Fee.

SOLID WASTE RATE SCHEDULE Temporary Services Fees - Source Separated Material		Current Rates	Proposed Rates*				
Bin Size (CY)			FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
			<i>(Note: disposal cost plus 8% franchise fee will be added)</i>				
10		N/A	\$187.71	\$197.10	\$206.95	\$217.30	\$228.16
20		N/A	\$197.11	\$206.97	\$217.31	\$228.18	\$239.59
30		N/A	\$206.51	\$216.84	\$227.68	\$239.06	\$251.01
40		N/A	\$215.91	\$226.71	\$238.04	\$249.94	\$262.44

* Disposal costs will be charged based on actual tonnage charges determined at the landfill or other disposal/recycling site, plus Franchise Fee.

SOLID WASTE RATE SCHEDULE Temporary Services Fees - Residential Clean Out		Current Rates	Proposed Rates*				
Bin Size (CY)			FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
40		N/A	\$326.78	\$343.12	\$360.27	\$378.29	\$397.20

* Up to 1 week. Includes 3 tons of disposal. Excess disposal billed at landfill rate.

SOLID WASTE RATE SCHEDULE Household Hazardous Waste Fee Rate Schedule		Current Rates	Proposed Rates*				
			FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Cost Per Residential Unit per Month		\$0.32	\$0.32	\$0.37	\$0.39	\$0.41	\$0.44

K. CONTRACTOR SERVICE UNIT RATES.

Attachment E “Contractor Service Unit Rates” of the Current Franchise Agreement is hereby amended in its entirety to read as follows:

ATTACHMENT E

CONTRACTOR SERVICE UNIT RATES

Effective November 1, 2023***

***Note: Contractor Service Unit Rates for Residential Premises with Standard Service shall be reduced by \$4.20 per month until such time as Contractor begins providing Organic Waste Collection service to Residential Premises with Standard Service.

All rates listed are per month, unless otherwise noted.	
Residential Services—Automated refuse, recycling, and organics service.*	
LARGE REFUSE CART—95 Gallon 1 - 95 gallon refuse cart 1 - 65 gallon recycling cart 1 - 65 gallon organics cart	\$23.84*
MEDIUM REFUSE CART—65 Gallon 1 - 65 gallon refuse cart 1 - 65 gallon recycling cart 1 - 65 gallon organics cart	\$23.84*
SMALL REFUSE CART—35 Gallon 1 - 35 gallon refuse cart 1 - 65 gallon recycling cart 1 - 65 gallon organics cart	\$23.84*
Low Income/Senior/Disabled Discount (15% discount applied to service fee)	\$3.58
Optional Residential Walkout/Pull out Service—Additional cost/month	\$23.95
Extra Cart – 95 gallon TRASH	\$10.00 ea/mo
Extra Cart – 65 gallon RECYCLING (1 st extra container)	No Charge
Extra Cart – 65 gallon RECYCLING (2 nd and subsequent containers)	\$1.99 ea/mo
Extra Cart – 65 gallon ORGANICS	\$10.00 ea/mo
65 gallon Recycle cart at single-family residence, using bins	\$14.00
65 gallon Organic cart at single-family residence using bins	\$14.00
*Payment will be \$19.64/month (\$4.20 less than full rate) until the residential organics recycling program has been implemented.	
Commercial Services	

Automated refuse and recycling service including: 1 - 95 gallon refuse cart 1 - 65 gallon recycling cart	\$26.80
Extra Cart – 95 gallon refuse—for locations with Automated service	\$10.00
Extra Cart – 65 gallon recycling—for locations with Automated service	\$1.99
Recycle Cart at Bin/Roll-off Locations (non-curb-side), 65 gallon cart	\$14.00
Refuse, Recycling, and Green Waste – 1.5 cubic yard service:	
1.5 cubic yard bin x 1 pick up per week	\$33.16
1.5 cubic yard bin x 2 pick ups per week	\$59.99
1.5 cubic yard bin x 3 pick ups per week	\$86.81
1.5 cubic yard bin x 4 pick ups per week	\$113.64
1.5 cubic yard bin x 5 pick ups per week	\$140.47
1.5 cubic yard bin x 6 pick ups per week	\$167.30
1.5 cubic yard bin x 7 pick ups per week	\$194.13
Refuse, Recycling, and Green Waste– 2 cubic yard bin service:	
2 cubic yard bin x 1 pick up per week	\$43.59
2 cubic yard bin x 2 pick ups per week	\$79.36
2 cubic yard bin x 3 pick ups per week	\$115.13
2 cubic yard bin x 4 pick ups per week	\$150.90
2 cubic yard bin x 5 pick ups per week	\$186.68
2 cubic yard bin x 6 pick ups per week	\$222.44
2 cubic yard bin x 7 pick ups per week	\$258.21
Refuse, Recycling, and Green Waste– 3 cubic yard bin service:	
3 cubic yard bin x 1 pick up per week	\$63.81
3 cubic yard bin x 2 pick ups per week	\$117.48
3 cubic yard bin x 3 pick ups per week	\$171.13
3 cubic yard bin x 4 pick ups per week	\$224.79
3 cubic yard bin x 5 pick ups per week	\$278.45
3 cubic yard bin x 6 pick ups per week	\$332.11
3 cubic yard bin x 7 pick ups per week	\$385.75
Refuse, Recycling, and Green Waste– 4 cubic yard bin service:	
4 cubic yard bin x 1 pick up per week	\$87.18
4 cubic yard bin x 2 pick ups per week	\$158.74
4 cubic yard bin x 3 pick ups per week	\$230.27
4 cubic yard bin x 4 pick ups per week	\$301.81
4 cubic yard bin x 5 pick ups per week	\$373.35

4 cubic yard bin x 6 pick ups per week	\$444.88
4 cubic yard bin x 7 pick ups per week	\$516.42
Organics/Food Waste – 1.5 cubic yard bin service:	
1.5 cubic yard bin x 1 pick up per week	\$109.10
1.5 cubic yard bin x 2 pick ups per week	\$165.49
1.5 cubic yard bin x 3 pick ups per week	\$211.23
1.5 cubic yard bin x 4 pick ups per week	\$255.57
1.5 cubic yard bin x 5 pick ups per week	\$298.31
1.5 cubic yard bin x 6 pick ups per week	\$341.42
1.5 cubic yard bin x 7 pick ups per week	\$390.73
Organics/Food Waste – 2 cubic yard bin service:	
2 cubic yard bin x 1 pick up per week	\$126.04
2 cubic yard bin x 2 pick ups per week	\$203.83
2 cubic yard bin x 3 pick ups per week	\$266.12
2 cubic yard bin x 4 pick ups per week	\$329.81
2 cubic yard bin x 5 pick ups per week	\$423.23
2 cubic yard bin x 6 pick ups per week	\$454.96
2 cubic yard bin x 7 pick ups per week	\$489.04
Organics/Food Waste – 65 gallon cart service—Commercial/Multi-Family Locations:	
65 gallon cart x 1 pick up per week	\$33.27
65 gallon cart x 2 pick ups per week	\$53.84
65 gallon cart x 3 pick ups per week	\$70.27
65 gallon cart x 4 pick ups per week	\$87.08
65 gallon cart x 5 pick ups per week	\$111.76
65 gallon cart x 6 pick ups per week	\$120.13
65 gallon cart x 7 pick ups per week	\$129.15
Organics/Green Waste – 95 gallon cart service—Commercial Locations:	
95 gallon cart x 1 pick up per week	\$26.81
95 gallon cart x 2 pick ups per week	\$47.88
95 gallon cart x 3 pick ups per week	\$63.81
95 gallon cart x 4 pick ups per week	\$80.62
95 gallon cart x 5 pick ups per week	\$105.30
95 gallon cart x 6 pick ups per week	\$120.13
95 gallon cart x 7 pick ups per week	N/A
Industrial Services—Rates are per load/pull.	
Roll-Off Refuse Container Service:	
10 cubic yard box	\$178.31

20 cubic yard box	\$178.31
40 cubic yard box	\$178.31
Compactor box	\$249.63
Roll-Off Recycling Containers Service:	
10 cubic yard box	\$178.31
20 cubic yard box	\$178.31
40 cubic yard box	\$178.31
Compactor box	\$249.63
Temporary Services—Rates listed are per load/pull.	
Roll-Off Refuse and Source Separated Recycle Container Service:	
10 cubic yard box	\$178.31
20 cubic yard box	\$178.31
40 cubic yard box	\$178.31
Roll-off Mixed Construction/Demolition Waste—65% Diversion, Haul to West Valley MRF for Processing, includes standard hauling of \$178.31, plus \$300 for haul to West Valley.	
10 cubic yard box	\$478.31
20 cubic yard box	\$478.31
40 cubic yard box	\$478.31
40 cubic yard box	\$478.31
Temporary 3 cubic yard bin, one week use	\$119.73
Special Services—Rates listed are per occurrence, unless otherwise noted.	
Extra pick-up rate (Refuse and Recycle bins)	
1.5 cubic yard bin	\$7.63
2 cubic yard bin	\$10.06
3 cubic yard bin	\$14.74
4 cubic yard bin	\$20.11
Change size/number of residential carts (in excess of once/year)	
	\$33.68
Locking Bin Setup - Trash	\$40.00
Locking Bin Setup – Recycle or Organics	N/C
Commercial Bin Cleaning/Exchange	\$45.00/bin
Cart Cleaning/Exchange	\$35.00/cart
Return Trip/Dry Run—Roll-offs or Compactors	\$85.00

Residential Return Trip-Same Day (Late Set Out, Overweight, Contaminated Recycle-Dump as Trash):	\$18.04
Extra Bags of Trash—On Service Day Only	\$2.00/bag
Optional Bulky Item Collection Includes up to three (3) bulky items. Additional items are \$14.00 each.	\$61.00
SB 1383 Services	
Residential Standard Service (cart service)	\$.90/unit/mo
Commercial Bin (including multi-family)	\$.38/cubic yard of trash

Rev 12/1/23

L. EFFECTIVE DATE; RATE AND PAYMENT EXCEPTIONS FOR ORGANICS.

This Amendment No. 3 shall become effective upon the date this Amendment has been: (a) approved as to form by the City Attorney and the City's Risk Manager; (b) approved by the City Council; and (c) fully executed by the Parties (the "**Effective Date**"). For the purpose of calculating any payments between the Parties, the rates in Attachment D and Attachment E, shall be effective as of November 1, 2023, **with the exception of payment for Organic Waste Collection service for Residential Premises with Standard Service.** Payment for Organic Waste collection service for Residential Premises with Standard Service will become effective when the service has been implemented by Contractor for all Residential Premises with Standard Service for a full month, which service is required to be implemented no later than March 31, 2024.

M. OTHER TERMS AND CONDITIONS UNCHANGED.

Except as expressly amended by this Amendment No. 3, all other terms and conditions of the Current Franchise Agreement shall remain unchanged. In the event of any conflict between the terms and conditions of this Amendment No. 3 and the terms and conditions of the Current Franchise Agreement, the terms and conditions of this Amendment shall prevail and control.

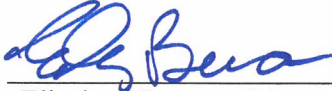
N. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

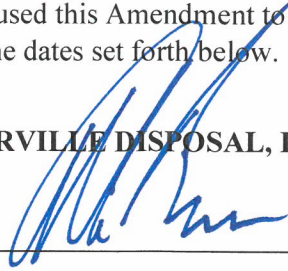
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the dates set forth below.

CITY OF VICTORVILLE



Elizabeth Becerra, Mayor

VICTORVILLE DISPOSAL, INC.



By:

Cole Burr

Name

President

Its:

5/7/2024

Date

March 4, 2024

Date

Attest:



Jennifer Thompson, City Clerk

Approved as to Form:

**SIGNED IN
COUNTERPART**

Andre de Bortnowsky, City
Attorney

City of Victorville Risk Management

**SIGNED IN
COUNTERPART**

Sandra Bostick, Risk Manager

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the dates set forth below.

CITY OF VICTORVILLE

VICTORVILLE DISPOSAL, INC.

Elizabeth Becerra, Mayor

By:  _____

Cole Burr

Name

President

Its:

March 4, 2024

Date

Date

Attest:

Jennifer Thompson, City Clerk

Approved as to Form:

DocuSigned by:



BB99CFEF322E42C...

Andre de Bortnowsky, City
Attorney

City of Victorville Risk Management

DocuSigned by:



A1E4E0A9629041D...

Sandra Bostick, Risk Manager

Certificate Of Completion

Envelope Id: D7685CAB8AEF478594595EC67DAE716E	Status: Completed
Subject: Complete with DocuSign: Amendment No 3 to the Franchise Agreement - Burrtec	
Source Envelope:	
Document Pages: 39	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Melissa Krejckant
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	mkrejckant@victorvilleca.gov
	IP Address: 24.182.14.221


Record Tracking

Status: Original	Holder: Melissa Krejckant	Location: DocuSign
4/25/2024 7:55:41 AM	mkrejckant@victorvilleca.gov	

Signer Events

Sandra Bostick
 sbostick@victorvilleca.gov
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 A1E4E3A9623641D...

Timestamp

Sent: 4/25/2024 7:59:47 AM
 Viewed: 4/25/2024 8:02:03 AM
 Signed: 4/25/2024 8:06:32 AM

Signature Adoption: Uploaded Signature Image
 Using IP Address: 24.182.14.221

Electronic Record and Signature Disclosure:

Accepted: 5/4/2023 11:05:23 AM
 ID: 53399de6-7230-46b3-9520-235d899f6fae

Andre de Bortnowsky
 andre@gdblawoffices.com
 Partner

DocuSigned by:

 BB99CFEF322E42C...

Sent: 4/25/2024 8:06:34 AM
 Viewed: 4/25/2024 8:17:43 AM
 Signed: 4/25/2024 10:55:27 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 24.43.91.238

Electronic Record and Signature Disclosure:

Accepted: 9/14/2021 8:07:41 AM
 ID: 89fd4926-8d5b-469d-a54e-529db0d246c7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/25/2024 7:59:47 AM
Certified Delivered	Security Checked	4/25/2024 8:17:43 AM
Signing Complete	Security Checked	4/25/2024 10:55:27 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	4/25/2024 10:55:27 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		