

## AGREEMENT BIBLIOGRAPHY

Agreement With:	Republic Waste Services of Southern California, LLC dba Garden Grove Disposal
Agreement Type:	To establish a new 96-gallon recycling cart for commercial accounts to comply with AB 341 requirements
Date Approved:	09 24 2019
Start Date:	09 24 2019
End Date:	See agreement
Contract Amount:	N/A
Comments	File No. S-55.1 Amendment No. 4 Public Works
Insurance Expiration:	N/A



# CITY OF GARDEN GROVE

## OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

October 1, 2019

Republic Waste Services  
dba: Garden Grove Disposal  
1131 North Blue Gum Street  
Anaheim, CA 92806


Attention: Daniel J. Capener, General Manager

Enclosed is a copy of Amendment No. 4 to the Agreement by and between the City of Garden Grove, the Garden Grove Sanitary District, and Republic Waste Services of Southern California, LLC, to establish a new 96-gallon recycling cart for commercial accounts for AB341 compliance.

The Amendment was approved by the Garden Grove City Council and by the Garden Grove Sanitary District Board at their meeting held on September 24, 2019.

Sincerely,

Teresa Pomeroy, CMC  
City Clerk/Secretary

By:   
Liz Vasquez  
Deputy City Clerk/Deputy Secretary

Enclosure

c: Finance Department  
Public Works Department

**Steven R. Jones**  
Mayor

**Stephanie Klopfenstein**  
Mayor Pro Tem - District 5

**George S. Brietigam**  
Council Member - District 1

**John R. O'Neill**  
Council Member - District 2

**Thu-Ha Nguyen**  
Council Member - District 3

**Patrick Phat Bui**  
Council Member - District 4

**Kim Bernice Nguyen**  
Council Member - District 6

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

This Amendment No. 4 (“Amendment”) to the Agreement for Solid Waste Handling Services is entered into to be effective as of the 24<sup>th</sup> day of September, 2019, by and among the CITY OF GARDEN GROVE, a municipal corporation, the GARDEN GROVE SANITARY DISTRICT, a subsidiary special district formed and existing pursuant to the Sanitary District Act of 1923, California Health and Safety Code Section 6400 et seq., and REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC (“Republic”), a Delaware Limited Liability Company dba GARDEN GROVE DISPOSAL. The City and District are hereby collectively referred to as “City.” The City, District and Republic are hereby collectively referred to as the “Parties.”

**R E C I T A L S:**

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

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

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

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

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

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

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

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

## **C O V E N A N T S:**

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

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

### **AB 341**

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

### **Source-Separated**

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

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

#### 8.3.7 Source-Separated Recycling Program for Commercial Premises

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

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

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

#### 23.1 Monthly Reports

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

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

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

23.2.3 Quarterly Commercial Premises Recycling Program Reporting Requirements

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

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

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

24.10 Source-Separated Commercial Premises Recycling Compensation Adjustment

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

**CITY OF GARDEN GROVE**

By:   
Scott C. Stiles, City Manager

APPROVED AS TO FORM:

  
City Attorney

ATTEST:

  
City Clerk

**GARDEN GROVE SANITARY DISTRICT**

By:   
Scott C. Stiles, General Manager

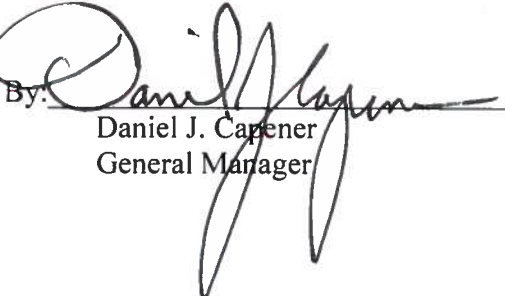
APPROVED AS TO FORM:

  
General Counsel

ATTEST:

  
Secretary

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

By:   
Daniel J. Capener  
General Manager



**CERTIFICATE OF SECRETARY**

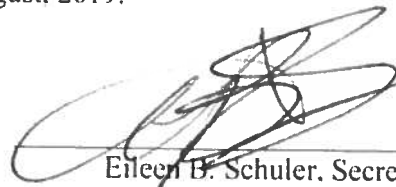
**RELATING TO AMENDMENT NO. 4 TO AGREEMENT AMONG CITY OF GARDEN GROVE, GARDEN GROVE SANITARY DISTRICT AND REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC DBA GARDEN GROVE DISPOSAL FOR SOLID WASTE HANDLING SERVICES (COMMERCIAL SOURCE-SEPARATED RECYCLING SERVICES) IN THE STATE OF CALIFORNIA**

The undersigned, Secretary of **REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **REPUBLIC SERVICES, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **DANIEL J. CAPENER** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 2<sup>nd</sup> day of August, 2019.



Eileen B. Schuler, Secretary

# EXHIBIT A

## Garden Grove Commercial

Direct Billed by Republic Services

Effective July 1, 2019

DIRECT BILLED Permanent Service										
Container	Type	1X	2X	3X	4X	5X	6X	1 <sup>st</sup> Extra P/U	2 <sup>nd</sup> Extra P/U @ same time	
FL 2.00	Trash	171.85	273.62	375.23	476.89	578.51	680.16	78.29	42.58	
FL 3.00	Trash	180.88	287.70	384.56	501.35	608.22	715.07	80.28	44.79	
FL 3.00	Manure	199.64	324.02	448.32	572.65	696.99	821.30	94.51	94.51	
FO 2.00	Organics/Food Waste	171.85	273.62	More than 2x per week service requires GM or Muni Manager Approval						
FO 2.00	Organics Bin - Contaminated p/u as trash	103.15	Billed for each occurrence							
FR 3.00	Recycle	154.92	235.79	<del>316.58</del>	<del>397.55</del>	478.46	559.34	74.29	38.82	
FR 3.00	Recycle - Contaminated p/u as trash	38.82	Billed for each occurrence							
FL 3.00	30 Day Temp	199.91	302.88	405.86	508.79	611.82	714.78	107.47	107.47	
FL 3.00 C	Mini Packer	282.72	509.30	735.92	962.45	1,189.08	1,415.65	129.17	129.17	
FL 4.00	Trash	207.67	341.59	475.52	609.43	743.38	877.36	94.06	51.50	
FL 6.00	Trash	225.70	358.87	492.06	625.23	758.42	891.57	100.24	55.84	
HP .00	Pull Out Svc	61.34	122.67	184.00	245.35	306.68	368.00	61.34	61.34	
CA 0.48	Comm Carts - TRASH	28.46	Rate is per cart - Limit 4 cart - supervisor approval required							
FR 0.48	Comm Carts - RECYCLE	28.46	56.92	Rate is per cart - Limit 4 cart - More than 2x per wk requires GM or Muni Manager Approval						
FR 0.48	Recycle Cart - Contaminated p/u as trash	38.82	Billed for each occurrence							
OR 0.32	Comm Carts - ORGANICS	46.42	92.84	More than 2x per week service requires GM or Muni Manager Approval						
OR 0.32	Organics Cart - Contaminated p/u as trash	51.58	Billed for each occurrence							
Lock Latch	Monthly Rate (Code UNL)	2.31	4.62	6.93	9.24	11.55	13.86	2.31	2.31	
ALL BINS	Special Access (Keys/Codes)	11.55	Monthly charge for any bin access that requires keys, gate codes, remotes, etc. CODE = ACC (Description on invoice is CONTAINER ACCESS)							
ALL BINS	Overage Charge	41.85	Billed for each occurrence							

**MANAGEMENT APPROVAL MUST BE OBTAINED FOR RECYCLING SERVICES GREATER THAN 3X PER WEEK.**

**SUPERVISOR APPROVAL MUST BE OBTAINED PRIOR TO SETTING UP 4YD OR 6YD SERVICE  
ONCE APPROVED, MUST CHECK WITH SPECIAL SERVICES FOR INVENTORY PRIOR TO SCHEDULING**

EXTRA SERVICES				
Service Type	Svc Code	EXT Flag	Rate	Notes
Exchange Bin - No Charge	EXC	N	-	One time per year - No Charge
Exchange Bin	EXC	Y	86.83	Per bin charge - After first "free" per year
Extra Pickup	REG	Y	Varies	See Rates above
2 <sup>nd</sup> Extra Pickup (@ same time)	EP1	Y	Varies	More than one extra pick up @ the same time
Relocation	REL	Y	61.73	
Redeliver Bins (removed as a result of non-payment bin pull)	DEL	Y	87.82	After delinquent payment has been received, enter ADTB F2 Note to charge
Lock Latch Installation	LLK	Y	104.22	One-time fee
Steam Clean Container(s)	WAS	Y	111.25	Per Container

COMMERCIAL & MULTI-FAMILY BULKY PICK UP					
Type	Service Days	Svc Code	EXT Flag	Rate	Notes
No limit per calendar year; Max 10 items per collection	East - M/F	BUL	Y	52.69	<i>Dividing Line - Brookhurst</i>
	West - T/W/TH				<i>Includes first 2 items</i>
Items after 2	East - M/F	BU1	Y	7.02	Per item charge; <u>Limit 10 items per collection</u>
	West - T/W/TH				
Refrigerator A/C unit Freezer	Friday	APN	Y	49.18	Gas Recovery Fee This rate is IN ADDITION to the standard Bulky Item charge.
Water Heater - All Sizes	East - M/F West - T/W/TH	AP1	Y	52.69	Per item charge
E-waste	Friday	ELP	N	-	Limit 10 items per collection

APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA LLC, DBA GARDEN GROVE DISPOSAL, FOR RECYCLING CART RATE IMPLEMENTATION. (JOINT ACTION ITEM WITH THE GARDEN GROVE SANITARY DISTRICT) (F: S-55.1)

Mayor Jones announced that this matter was joint action item with the Garden Grove Sanitary District, following actions were taken:

City Council Action

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

Amendment No. 4 to the 2010 Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for a recycling cart program implementation, be adopted; and

The City Manager be authorized to execute the agreement amendment on behalf of the City, and make minor modifications as appropriate thereto.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

Sanitary District Action

It was moved by Member Brietigam, seconded by Member Bui that:

Amendment No. 4 to the 2010 Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for a recycling cart program implementation, be adopted; and

The General Manager be authorized to execute the agreement amendment on behalf of the Sanitary District, and make minor modifications as appropriate thereto.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, Jones, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, O'Neill  
Noes: (0) None

APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA LLC, DBA GARDEN GROVE DISPOSAL, FOR RECYCLING CART RATE IMPLEMENTATION (F: S-55.1)

President O'Neill announced that this is a joint action with the Garden Grove City Council, the following actions were taken:

Sanitary District Action

It was moved by Member Brietigam, seconded by Member Bui that:

Amendment No. 4 to the 2010 Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for a recycling cart program implementation, be adopted; and

The General Manager be authorized to execute the agreement amendment on behalf of the Sanitary District, and make minor modifications as appropriate thereto.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

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It was moved by Mayor Jones, seconded by Council Member O'Neill that:

Amendment No. 4 to the 2010 Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for a recycling cart program implementation, be adopted; and

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The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: William E. Murray  
Dept.: City Manager Dept.: Public Works  
Subject: Approval of an Amendment to the Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal, for Recycling Cart Rate Implementation. (*Joint Action Item with the Garden Grove Sanitary District.*) Date: 9/24/2019

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**OBJECTIVE**

To obtain approval by the Garden Grove City Council and the Garden Grove Sanitary District Board of an amendment to the agreement with Republic Services Waste Services of Southern California LLC, dba Garden Grove Disposal, for a recycling cart rate implementation.

**BACKGROUND**

Assembly Bill (AB) 341 (Chapter 476, Statutes of 2011) was signed by Governor Brown in 2011. AB 341 requires businesses and multi-family complexes of five units or more, that generate four cubic yards or more of trash per week, to have a recycling program. Each local jurisdiction is required to offer a recycling program, inform businesses and multi-family complexes about the recycling requirement, and to keep track of the level of recycling participation within the community. In addition, each jurisdiction is required to report to CalRecycle, the state agency that oversees recycling and solid waste, progress toward meeting the requirements of AB 341.

**DISCUSSION**

Currently, all commercial businesses are offered a three cubic yard recycling bin when subscribing to a recycling service with the City's franchised hauler, Garden Grove Disposal. Newer developments with larger businesses have adequate space for recycling bins due to building codes and produce enough recyclable waste to fill the bins. Older developments with smaller businesses are faced with limited space and/or not enough recyclable materials produced to fill a three cubic yard bin. By providing businesses that cannot accommodate the larger bin with a smaller

container, this will reduce the incidences of material overflowing from the refuse container, as the customers can shift the recyclable materials from the refuse bins to the recycling carts. Garden Grove Disposal provided an alternative option for a 96 gallon recycling bin. To help the smaller businesses comply with this State mandate, it is recommended to implement a recycling cart program through an amendment to the existing contract with Garden Grove Disposal.

**FINANCIAL IMPACT**

There is no impact to the General Fund.

**RECOMMENDATION**

It is recommended that the City Council:

- Approve Amendment No. 4 to the 2010 Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for a recycling cart program implementation; and
- Authorize the City Manager to execute the agreement amendment on behalf of the City, and make minor modifications as appropriate thereto.

It is recommended that the Sanitary District Board:

- Approve Amendment No. 4 to the 2010 Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for a recycling cart program implementation; and
- Authorize the General Manager to execute the agreement amendment on behalf of the Sanitary District, and make minor modifications as appropriate thereto.

By: A.J. Holmon III, Streets/Environmental Manager

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Amendment	9/9/2019	Agreement	Republic_Services_Amendment_4.pdf
EXHIBIT A	9/17/2019	Exhibit	9-24-19__Recycling_Cart_Rate-Exhibit_A.pdf

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

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

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

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

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

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

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

## **C O V E N A N T S:**

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

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

#### **8.3.7 Source-Separated Recycling Program for Commercial Premises**

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

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

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



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

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

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

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

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

24.10 Source-Separated Commercial Premises Recycling Compensation Adjustment

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
Scott C. Stiles, City Manager

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

**GARDEN GROVE SANITARY DISTRICT**

By: \_\_\_\_\_  
Scott C. Stiles, General Manager

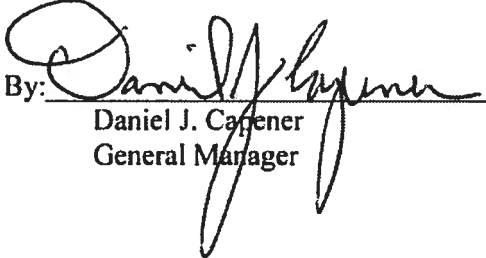
APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Secretary

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

By:   
Daniel J. Capener  
General Manager

# EXHIBIT A

## Garden Grove Commercial

Direct Billed by Republic Services

Effective July 1, 2019

DIRECT BILLED Permanent Service									
Container	Type	1X	2X	3X	4X	5X	6X	1 <sup>st</sup> Extra P/U	2 <sup>nd</sup> Extra P/U @ same time
FL 2.00	Trash	171.95	273.62	375.23	476.89	578.51	680.16	78.29	42.58
FL 3.00	Trash	180.89	287.70	394.56	501.35	608.22	715.07	80.28	44.79
FL 3.00	Manure	199.64	324.02	448.32	572.65	696.99	821.30	94.51	94.51
FO 2.00	Organics/Food Waste	171.95	273.62	More than 2x per week service requires GM or Muni Manager Approval					
FO 2.00	Organics Bin - Contaminated p/u as trash	103.15	Billed for each occurrence						
FR 3.00	Recycle	154.82	235.78	318.60	397.55	478.48	559.34	74.28	38.82
FR 3.00	Recycle - Contaminated p/u as trash	38.82	Billed for each occurrence						
FL 3.00	30 Day Temp	199.91	302.86	405.86	508.79	611.82	714.78	107.47	107.47
FL 3.00 C	Mini Packer	282.72	509.30	735.92	962.45	1,189.08	1,415.65	129.17	129.17
FL 4.00	Trash	207.67	341.59	475.52	609.48	743.38	877.36	94.06	51.50
FL 6.00	Trash	225.70	358.87	492.08	625.23	758.42	891.57	100.24	55.94
HP .00	Pull Out Svc	61.34	122.67	184.00	245.35	306.68	368.00	61.34	61.34
CA 0.48	Comm Carts - TRASH	26.46	Rate is per cart - Limit 4 cart - supervisor approval required						
FR 0.48	Comm Carts - RECYCLE	29.46	58.92	Rate is per cart - Limit 4 cart - More than 2X per Wk requires GM or Muni Manager Approval					
FR 0.48	Recycle Cart - Contaminated p/u as trash	51.58	Billed for each occurrence						
OR 0.32	Comm Carts - ORGANICS	46.42	92.84	More than 2x per week service requires GM or Muni Manager Approval					
OR 0.32	Organics Cart - Contaminated p/u as trash	51.58	Billed for each occurrence						
Lock Latch	Monthly Rate (Code UNL)	2.31	4.62	6.93	9.24	11.55	13.86	2.31	2.31
ALL BINS	Special Access (Keys/Codes)	11.55	Monthly charge for any bin access that requires keys, gate codes, remotes, etc. CODE = ACC (Description on invoice is CONTAINER ACCESS)						
ALL BINS	Overage Charge	41.88	Billed for each occurrence						

MANAGEMENT APPROVAL MUST BE OBTAINED FOR RECYCLING SERVICES GREATER THAN 3X PER WEEK.

SUPERVISOR APPROVAL MUST BE OBTAINED PRIOR TO SETTING UP 4YD OR 6YD SERVICE  
ONCE APPROVED, MUST CHECK WITH SPECIAL SERVICES FOR INVENTORY PRIOR TO SCHEDULING

EXTRA SERVICES				
Service Type	Svc Code	EXT Flag	Rate	Notes
Exchange Bin - No Charge	EXC	N	-	One time per year - No Charge
Exchange Bin	EXC	Y	86.63	Per bin charge - After first "free" per year
Extra Pickup	REG	Y	Varies	See Rates above
2 <sup>nd</sup> Extra Pickup (@ same time)	EP1	Y	Varies	More than one extra pick up @ the same time
Relocation	REL	Y	61.73	
Redeliver Bins (removed as a result of non-payment bin pull)	DEL	Y	87.82	After delinquent payment has been received, enter ADTB F2 Note to charge
Lock Latch Installation	LLK	Y	104.22	One-time fee
Steam Clean Container(s)	WAS	Y	111.25	Per Container

COMMERCIAL & MULTI-FAMILY BULKY PICK UP					
Type	Service Days	Svc Code	EXT Flag	Rate	Notes
No limit per calendar year; Max 10 items per collection	East - M/F	BUL	Y	52.69	<i>Dividing Line - Brookhurst</i>
	West - T/W/TH				<i>Includes first 2 items</i>
Items after 2	East - M/F West - T/W/TH	BU1	Y	7.02	Per item charge; <u>Limit 10 items per collection</u>
Refrigerator	Friday	APN	Y	48.18	Gas Recovery Fee This rate is IN ADDITION to the standard Bulky Item charge.
A/C unit					
Freezer					
Water Heater - All Sizes	East - M/F West - T/W/TH	AP1	Y	52.69	Per item charge
E-waste	Friday	ELP	N	-	Limit 10 items per collection