

**AMENDMENT 4 TO CONTRACT NO. 003423**  
**EXCLUSIVE FRANCHISE AGREEMENT FOR THE UNINCORPORATED AREA OF**  
**SOUTH WHITTIER**

THIS AMENDMENT 4, made and entered into this 14th day of July, 2022, by and between the County of Los Angeles, political subdivision of the State of California (hereinafter referred to as COUNTY) and WARE DISPOSAL, INC, a California corporation, located at 1035 East 4<sup>th</sup> Street, Santa Ana, California, 92701 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

**WITNESSETH**

WHEREAS, Contract No. 003423 ("Contract") was entered into between the COUNTY and the CONTRACTOR on March 29, 2018, to provide services consisting of weekly, fully automated, separate collection in carts, processing, disposal of refuse, comingled recyclable materials, and green waste generated by single-family residences and multifamily properties under 5 units in the unincorporated area of South Whittier, commencing on April 1, 2018, for a period of 7 years with two 2-year renewal options, and month-to-month extensions up to 6 months; and

WHEREAS, the Board delegated authority to the Director of Public Works to renew the Contract for each additional renewal option; to approve and execute amendments to incorporate necessary changes within the CONTRACTOR services and specifications; and

WHEREAS, the Contract is currently in the fourth year of its initial 7-year term; and

WHEREAS, on August 18, 2020, the COUNTY and the CONTRACTOR executed Amendment No. 1 to the Contract, providing the COUNTY with a 10 percent cost reduction of all rates specified in Form PW-4.3.2 (Task 2 Service Fees) and/or all submitted invoices without any reduction in the goods and services to be provided to the COUNTY until June 30, 2021; and

WHEREAS, on December 29, 2020, the COUNTY and the CONTRACTOR executed Amendment No. 2 to this Contract, providing a new monthly rate per Customer of \$28.01 for Task 1 services effective January 1, 2021; and

WHEREAS, on June 15, 2021, the COUNTY and CONTRACTOR executed Amendment No. 3 to this Contract, providing a new monthly rate per Customer of \$33.28 for Task 1 services effective July 1, 2021, changing language in various sections in this Contract, and adding a provision that allows the COUNTY to require CONTRACTOR to provide organic waste collection services pursuant to the requirements of SB 1383; and

WHEREAS, the COUNTY desires to include provisions in the Contract that will require the CONTRACTOR to provide updates to the COUNTY regarding any changes in facility and facility gate fees paid and make changes in CONTRACTOR services for

Customer Service Task 1; and

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

FIRST: The COUNTY and CONTRACTOR agree that effective August 1, 2022, the Monthly Rate per Customer for Task 1 Customer Services shall be as follows:

MONTHLY RATE	
Services	Monthly Rate Per Customer (Billed to Customer)
<b>Monthly Rate for 3-Container Basic Services</b>	
A. One 96-gallon Refuse (no food waste)	A *\$20.89
B. One 96-gallon Recyclables	B **\$3.21
C. One 96-gallon Green Waste (w/Food) or one 64-gallon Food Waste	C ***\$11.59
<b>Portion of the Monthly Rate for Special Services (Exhibit 3A1 H)</b>	
1. Christmas Tree Collection	1 \$0.05
2. Annual Cleanup Event	2 \$0.73
3. Annual Container Cleaning	3 \$0.35
4. Mulch/Compost & Shredding Events	4 \$0.09
5. Bulky Item Service	5 \$0.85
o Bulky Item (On-call)	\$0.03
o Excess Refuse	\$0.03
o Excess Green Waste	\$0.02
o Special Recyclables/Reusable Items	
6. Priority Pickups at Director's Request	6 \$0.02
7. Special Cleanup Events Services	7 \$0.02
8. Sharps Collections	8 \$0.06
9. Bear-Resistant Carts	9 \$0.02
10. Video Equipment & Recording	10 \$0.37
Total of A - C and 1 - 10	1.1a <b>\$38.33 (Basic Service Total)</b>

SECOND: The COUNTY reserves the right to suspend any work listed under 1 to 10 or switch basic services to mixed Refuse with food waste if, in the opinion of the Director, it is in the best interest of the COUNTY to do so.

THIRD: Add d. Cleanliness of Containers to Item D3 of Exhibit 3A1 on page 6 as follows:

d. Cleanliness of Containers

While CONTRACTOR is not obligated to provide new Containers to Occupants, they must provide clean Containers. This includes the delivery of additional Containers, exchange of Containers, or washing used Containers.

(1) Annual Cleaning of Green Waste Containers

Starting July 1, 2022, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Containers once per Contract Year. The service is to be promoted in an article in the outreach materials. However, Director may determine the cleaning is not necessary and in lieu of the service, require the monthly rate be reduced by the cleaning costs, as indicated on Attachment 7-2, Task 1 Service Fees of Exhibit.

(2) Monthly Cleaning by Customer Request

Starting January 1, 2023, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Containers up to monthly, or other frequency determined by Director. CONTRACTOR may pass the cost of the cleaning on to Customers for the surcharge provided in this AMENDMENT. The service is to be promoted in an article in the quarterly newsletter or postcards, requiring Customers to contact CONTRACTOR to request the service and agree to pay for it. While this service is intended for Containers with Food Waste, it is to be available for any or all Containers.

**FOURTH:** The COUNTY and CONTRACTOR agree that the Monthly Rate per Customer for container cleaning will be as follows:

- Monthly Cleaning Service, 1 Cart \$22.00
- Monthly Cleaning Service, each additional Cart \$7.00

**FIFTH:** Item F of Exhibit 3A1 on pages 13 and 14 is deleted in its entirety and replaced with the following:

**F. Solid Waste Transportation, Processing, Diversion, and Disposal**

**1. CONTRACTOR-Designated Solid Waste Facility**

CONTRACTOR shall transport Solid Waste only to the Solid Waste Facility or Facilities that CONTRACTOR has designated in Contractor Documentation in Exhibit 17 for [Processing](#), [Diversion](#), or [Disposal or those facilities as directed by Director in subsection 2 below](#). CONTRACTOR may designate a [Solid Waste Facility](#) or Facilities that utilizes [Conversion Technology](#) or provides feedstock to Conversion Technology facilities. Prior to any change in designated facilities or within 30 days of CONTRACTOR being notified of the change in rates at an approved facility, CONTRACTOR must provide Notification to Director for consent of change. Failure to receive approval from Director will result in rate adjustments being calculated based on the less expensive of the existing and previous facility. Director will review information such as fees, distance, Recycling rates,

ability to Recycle Recyclables.

If CONTRACTOR requests to take Solid Waste to a facility that charges more, Director may approve such requests without authorizing the CONTRACTOR to pass the increased cost to the Customer. At the Director's discretion, some or all the increased costs may be passed to the Customer under special circumstances such as changing Green Waste Diversion from a landfill that was using it as Alternate Daily Cover to a more expensive composting facility.

Some Service Areas may require CONTRACTOR to use specific sites or facilities for Disposal, Diversion, or Processing of Solid Waste without additional compensation, as designated in Exhibit 3A3 if applicable to this.

## 2. Flow Control

Director reserves the right to direct Solid Waste to a specific site or facility. COUNTY will compensate CONTRACTOR for any direct costs, if any, such as increased tipping fees and transportation costs which CONTRACTOR incurs as a result of the delivery of materials to a COUNTY-designated Solid Waste Facility instead of to the Solid Waste Facility selected by CONTRACTOR. CONTRACTOR must submit verifiable evidence demonstrating increased costs.

If CONTRACTOR had been using a CONTRACTOR owned facility before being redirected to a different facility, Director will not compensate CONTRACTOR for any lost profits incurred by the CONTRACTOR as a result of being redirected to a different facility. In addition, Director will not compensate CONTRACTOR for any losses incurred to the extent that it had any general obligations to provide a minimum tonnage to a facility (often referred to as put or pay) but will compensate CONTRACTOR for additional out-of-pocket costs directly resulting from an obligation agreed to specific to this CONTRACT. For example, if CONTRACTOR signed an agreement to bring 100,000 tons per month of Refuse to Landfill X, Director will not compensate the CONTRACTOR for redirecting waste under this CONTRACT to a different facility. But if CONTRACTOR had agreed to bring 1,000 tons of Refuse from this Service Area to Landfill X, Director will compensate CONTRACTOR for additional out-of-pocket costs that CONTRACTOR incurs as a direct result of being redirected to a different facility.

Some Service Areas may require CONTRACTOR to use specific sites or facilities for Disposal, Diversion, or Processing of Solid Waste without additional compensation, as designated in Exhibit 3A3 if applicable to this CONTRACT.

### **3. Land Application of Organic Waste**

Land application of Organic Waste will not be allowed without the written approval of Director.

SIXTH: Item H.7 of Exhibit 3A1 on page 19 is deleted in its entirety and replaced with the following:

### **7. Mulch/Compost Giveaway & Shredding Program**

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

CONTRACTOR shall offer at least 40 cubic yards of Mulch and 40 cubic yards of Compost at each event, or any volume requested by Director not to exceed 80 cubic yards of Mulch and 80 cubic yards of Compost per event. All materials shall be tested and certified per requirements of the Local Enforcement Agency. CONTRACTOR shall comply with the California Department of Food and Agriculture's quarantine restrictions for the movement of the Green Waste. (<https://www.cdffa.ca.gov/plant/pe/InteriorExclusion/quarantine.html>)

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

#### **a. Pickup Event**

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

## **b. Delivery**

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

SEVENTH: Item L of Exhibit 3A1 on pages 22 to 27 is deleted in its entirety and replaced with the following:

## **L. Public Education and Outreach**

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

### **1. Customer Terms and Conditions**

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

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

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

### **2. Service Brochure(s)**

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

- The scope of Task 1 Services, including general information on size and number of Carts, where to get specific information about their Containers, and a general description of the Set-Out Site;
- Holiday schedules in accordance with item B5 of Exhibit 3A1;
- Delivery, pick up, exchange, and replacement of Carts;
- Any weight limitations of Carts;

- CONTRACTOR's Office Hours, toll-free customer service telephone number, e-mail address, and website;
- Director's telephone number (888 CleanLA), which the Customers or Occupants may call after contacting CONTRACTOR if the Customer's or Occupant's service complaint is not satisfactorily resolved;
- Description of Green Waste and items (such as palm fronds) that do not comprise Green Waste, including items approved by Director;
- Description of the Recyclables; and
- Any other information requested by Director.

### **3. Community Meetings/Events**

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

#### **a. No Longer Used**

#### **b. Upon Director Request**

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

#### **(1) Operate Recycling Information Booths**

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

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

## **(2) Other Activities/Actions**

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

### **c. Annual**

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

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

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

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

### **d. Instructional**

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

## **4. Written Notices and Outreach Materials**

### **a. No Longer Used**

### **b. Upon Start of Task 1 Services and Annually**

CONTRACTOR shall develop written educational materials and deliver them to Customers and Occupants. Historically this information was distributed using quarterly newsletters. To reach more people and reduce

paper waste, it is desired to use new methodology such as postcards and take advantage of technology, such as smartphones. Customers and Occupants are to be given a choice of how they want to receive the information, through traditional quarterly newsletters or via monthly text or e-mail messages.

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

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

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

Such educational materials include:

### **(1) Articles**

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

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

## **(2) Special Announcements**

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

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

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

### **(a) Flyers - Text/Email or Direct Mail**

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

### **(b) Magnets**

Within 6 months of execution of this AMENDMENT and up to 2 additional times during CONTRACT Term, CONTRACTOR shall send "refrigerator" magnets or similarly priced promotional items, as approved by Director, to each Occupant and Customer.

## **(3) Distribution**

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

### **(a) Direct Mail (Monthly Postcards)**

CONTRACTOR shall develop one-page (opposite side for an alternate language, if required by Director) postcards in color containing information upon receiving approval from COUNTY,

CONTRACTOR shall deliver these postcards to Customers and Occupants each month. Postcards shall be available in electronic format such as PDF. CONTRACTOR shall make postcards up to 8.5-inch by 11-inches sized cardstock paper. Director may provide sample postcards. CONTRACTOR may use smaller postcards to allow insertion in quarterly bills.

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

(b) E-mail/Text Messages.

CONTRACTOR shall send brief electronic messages containing links to full articles, upcoming events, and/or postcards for Customers and Occupants who request them. For example, in late December send a text worded, "Have a Christmas Tree to get rid of? Click here.", with a link to an article about Christmas Trees. When there is an HHW Collection Event nearby, send a text worded, "Leftover household chemicals, paint, or used oil to get rid of? Click here." Messages shall be sent approximately monthly plus special announcements as necessary.

(c) Notices on Containers

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

**(4) Delivery of Written Materials to Customers and Occupants**

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

- U.S. Postal Service, first-class unless otherwise approved by Director;

- Door-to-door delivery service;
- Insert in monthly Customer bills\*;
- Electronic mail (E-mail)\*;
- Text messages\*;
- Other means approved by Director

\* These methods individually are not adequate.

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

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

### **(5) Social Media**

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

### **5. Additional Outreach**

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

### **6. Bilingual Correspondence**

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

EIGHTH: Item P. Organics in Exhibit 3A1 on page 28 is deleted in its entirety and is replaced with the following:

### **P. Food Waste**

#### **1. Food Waste Collection**

This CONTRACT does not allow the Collection of Food Waste and other Organic

Waste as part of the Refuse, without Director approval. This topic is further discussed under Diversion in item C3 of this Exhibit.

## **2. Food Waste Container**

### **a. Kitchen Pails for Each Occupant**

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

With 3 months after execution of this AMENDMENT or later if Director requests, CONTRACTOR shall provide each existing Occupants a container intended for Food Waste in the home, prior to the start of their service. The container shall be similar in design to ones available at [sure-close.com](http://sure-close.com) (Director does not endorse this brand) and meet the following criteria:

- Dishwasher Safe;
- Lid, removable, vented and prevents odors;
- Handle;
- Approximately 2 gallons in volume,
- 10-12 inches wide<sup>1.</sup>, for scraping plates into;
- Any logo or other graphics must be approved by Director;
- HDPE Plastic, recycled content; and

### **b. 32-Gallon Cart**

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

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

NINTH: Item E in Exhibit 7 Contract Services (Adjustment of Service Fees) on pages 246 to 248 is deleted in its entirety and replaced with the following:

**E. Service Fee Adjustment for Changes in Refuse Disposal, Organic Waste Diversion, and Manure Diversion Facility Fees**

A minimum of 16 months must elapse between Commencement Date and July 1 of the current year. The Disposal and Diversion Components of Net Service Fees will be adjusted for any change in Refuse Disposal, Organic Waste Diversion, and Manure Diversion tipping fees charged CONTRACTOR by the Solid Waste Facility designated by CONTRACTOR in CONTRACTOR Documentation in item B17 of Exhibit 17.

Prior to any change in designated facilities or within 30 days of CONTRACTOR being notified of the change in rates at a designated facility, CONTRACTOR must provide Notification to Director for consent of change. Failure to receive approval from Director will result in rate adjustments being calculated based on the less expensive of the existing and previous facility. Director may conditionally approve changing the Solid Waste Facilities to a more expensive facility by not allowing the increased cost to be passed down to the Customer.

CONTRACTOR is to notify Director of any rate changes at facilities within 7 days of the increase. Failure to notify Director will impact how rate adjustments are calculated. Director will only use rates that have been sent to Director. For example, if a facility raises its rates from \$60 per ton to \$65 per ton on March 1, but CONTRACTOR Notified Director on July 1 Director will use the \$60 per ton for January 1 through June 30 for the rate adjustment calculations. The \$65 rate will be used for July 1 through December 30.

The expectation is that if CONTRACTOR was awarded this CONTRACT based on a bid price for a certain facility, that facility or a less expensive one is to be continued to be used for the term of CONTRACT. CONTRACTOR can petition Director for a change to a more expensive facility for unusual circumstances, such as a facility closure or significant environmental benefit.

The annual cost is the difference of:

- Average monthly fee during the current Calendar Year multiplied by the actual tons reported (see Item A1 of Section 10) for that year, and
- Average monthly fee during the prior Calendar Year multiplied by the actual tons reported (see Item A1 of Section 10) for that year.

The above annual cost is divided by the number of Customers on March 1 of the current year and then divided by 12 months to determine the monthly component for Refuse Disposal, Organic Waste Diversion, and Manure Diversion.

## **1. Facilities Open to Public**

The Refuse Disposal, Organic Waste Diversion, and Manure Diversion components of the Service Fees will be adjusted by the percent change, if any, between the monthly average fee for the year for Refuse Disposal, Organic Waste Diversion, and Manure Diversion for the previous two years.

## **2. Facilities Not Open to Public**

The Refuse Disposal, Organic Waste Diversion, and Manure Diversion components of the Service Fees will be adjusted by the percent change, if any, between the monthly average fee for Refuse Disposal, Organic Waste Diversion, and Manure Diversion for the previous two years.

CONTRACTOR must substantiate to the satisfaction of Director changes in tipping fees CONTRACTOR is paying at the Solid Waste Facility by submitting before March 1, monthly invoices from the Solid Waste Facility, showing the total Tons and rate paid for Disposal/Diversion.

- If CONTRACTOR owns the Solid Waste Facility, it must show the posted gate rate paid by the public that has no financial agreement with CONTRACTOR, by contract or letter-of-agreement, unless there is no posted gate rate.
- If CONTRACTOR owns the Solid Waste Facility but has no posted gate rate, CONTRACTOR must substantiate changes in tipping fees by submitting other documentation acceptable to Director.

For example, CONTRACTOR may own the Solid Waste Facility it designated for Disposal and consequently internalize Disposal costs at the Solid Waste Facility. The costs must be adequately explained. If CONTRACTOR does not substantiate to the satisfaction of Director that CONTRACTOR is experiencing that change in tipping fees, the Disposal/Diversion Component will not be adjusted.

## **3. Transfer (Trans) Loading Plus Disposal/Diversion Elsewhere**

The Refuse Disposal, Organic Waste Diversion, and Manure Diversion components of the Service Fees will be adjusted by the percent change, if any, between the monthly average cost for Refuse, Organic Waste, and Manure Transferring, transporting, and Disposal/Diversion for the previous two years.

CONTRACTOR must substantiate to the satisfaction of Director fees CONTRACTOR is paying by submitting before March 1, invoices from the facility, showing the total Tons and rate paid for Transfer loading, expenses for transporting to another facility, Disposal/Diversion at another facility, and any other documentation to support expenses. If CONTRACTOR does not substantiate to the satisfaction of Director that CONTRACTOR is experiencing that change in tipping fees, the Disposal/Diversion



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

COUNTY OF LOS ANGELES

By *Colby Skye*  
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By *Talin Halabi*  
Deputy

Talin Halabi  
\_\_\_\_\_  
Type or Print Name

WARE DISPOSAL, INC.

By *Judith Ware*  
Its President

Judith Ware  
Type or Print Name

By *Ben Ware*  
Its Secretary

Ben Ware  
Type or Print Name

SEE ATTACHED CERTIFICATE  
DATE 7-11-22 NOTARY INITIALS ATC

**ACKNOWLEDGMENT**

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

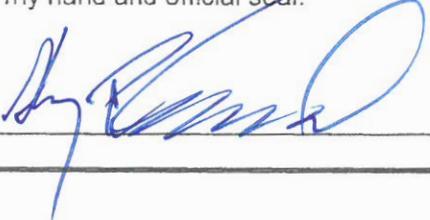
State of California  
County of Orange

On 07-11-22 before me, Aubry Edwards, notary public  
(insert name and title of the officer)

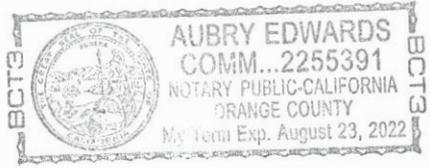
personally appeared Judith H. Ware  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



# ACKNOWLEDGMENT

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

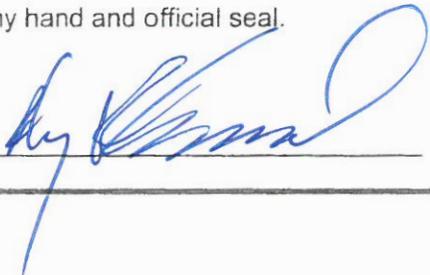
State of California  
County of Orange

On 07-11-22 before me, Aubry Edwards notary public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

