

AMENDMENT 4 TO CONTRACT NO. 003228
EXCLUSIVE FRANCHISE AGREEMENT FOR THE UNINCORPORATED AREA OF
WEST WHITTIER

THIS AMENDMENT 4, made and entered into this 19th 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 UNIVERSAL WASTE SYSTEMS, INC., a California corporation, located at 9016 Norwalk Blvd., Santa Fe Springs, California, 90670 (hereinafter referred to as FRANCHISEE).

WITNESSETH

WHEREAS, Contract No. 003228 ("Contract") was entered into between the COUNTY and the FRANCHISEE on July 1, 2014, 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 West Whittier, commencing on July 1, 2014, for a period of 7 years with three 1-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 FRANCHISEE services and specifications; and

WHEREAS, the Contract is currently in the second year of its three 1-year renewal options; and

WHEREAS, on August 17, 2020, the COUNTY and the FRANCHISEE executed Amendment No. 1 to the Contract, providing the COUNTY with a 15 percent cost reduction of the price per ton for Task 2, County Services as specified Exhibit 3A2 – Abandoned Waste, D.1 Rate and Maximum Contract Sum and/or all submitted invoices without any reduction in the goods and services to be provided to the COUNTY; and

WHEREAS, on December 29, 2020, the COUNTY and the FRANCHISEE executed Amendment No. 2 to this Contract, providing a new monthly rate per Customer of \$25.71 for Task 1 services effective January 1, 2021, amending Exhibit 3A, Items C.2, D.2, E.2 and adding Item L Flow Control in Exhibit 3A that provides the Director authority to direct FRANCHISEE to take Solid Waste to a specific site or facility; and

WHEREAS, on June 15, 2021, the COUNTY and FRANCHISEE executed Amendment No. 3 to this Contract, providing a new monthly rate per Customer of \$30.90 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 FRANCHISEE 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 FRANCHISEE to provide updates to the COUNTY regarding any changes in facility and facility gate fees paid and make changes in FRANCHISEE services for Customer Service Task 1; and

NOW, THEREFORE, in consideration of these facts, the COUNTY and the FRANCHISEE 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)
Monthly Rate for 3-Container Basic Services	
A. One 96-gallon Refuse (no food waste)	A *\$13.63
B. One 96-gallon Recyclables	B **\$3.37
C. One 96-gallon Green Waste (w/Food) or one 64-gallon Food Waste	C ***\$9.44
Portion of the Monthly Rate for Special Services (Exhibit 3A1 H)	
1. Christmas Tree Collection	1 \$0.08
2. Annual Cleanup Event	2 \$1.58
3. Annual Container Cleaning	3 \$0.58
4. Mulch/Compost & Shredding Events	4 \$0.04
5. Bulky Item Service	5
o Bulky Item (On-call)	\$1.58
o Excess Refuse	\$0.10
o Excess Green Waste	\$0.10
o Special Recyclables/Reusable Items	\$0.10
6. Priority Pickups at Director's Request	6 \$0.05
7. Special Cleanup Events Services	7 \$0.05
8. Sharps Collections	8 \$0.08
9. Bear-Resistant Carts	9 \$N/A
10. Video Equipment & Recording	10 \$2.00
Total of A - C and 1 - 10	1.1a \$32.78 (Basic Service Total)

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 k. Cleanliness of Containers to Item B3 of Exhibit 3A1 on page 72 as follows:

k. 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, 2023, CONTRACTOR is to arrange and coordinate a cleaning of the inside of Customer's Green 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 \$35.00
- Monthly Cleaning Service, each additional Cart \$20.00

FIFTH: Item C.2, D.2, and E.2 of Exhibit 3A on pages 74, 74 to 75, and 77, respectively, are deleted in its entirety and Item K is added as follows:

K. Solid Waste Transportation, Processing, Diversion, and Disposal

1. FRANCHISEE-Designated Solid Waste Facility

FRANCHISEE shall transport Solid Waste only to the Solid Waste Facility or Facilities that FRANCHISEE has designated in FRANCHISEE Documentation in Exhibit 17 for Processing, Diversion, or Disposal or those facilities as directed by Director in subsection 2 below. FRANCHISEE 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, FRANCHISEE 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 FRANCHISEE requests to take Solid Waste to a facility that charges more, Director may approve such requests without authorizing the FRANCHISEE 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 FRANCHISEE 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 FRANCHISEE for any direct costs, if any, such as increased tipping fees and transportation costs which FRANCHISEE 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 FRANCHISEE. FRANCHISEE must submit verifiable evidence demonstrating increased costs.

If FRANCHISEE had been using a FRANCHISEE owned facility before being redirected to a different facility, Director will not compensate FRANCHISEE for any lost profits incurred by the FRANCHISEE as a result of being redirected to a different facility. In addition, Director will not compensate FRANCHISEE 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 FRANCHISEE for additional out-of-pocket costs directly resulting from an obligation agreed to specific to this CONTRACT. For example, if FRANCHISEE signed an agreement to bring 100,000 tons per month of Refuse to Landfill X, Director will not compensate the FRANCHISEE for redirecting waste under this CONTRACT to a different facility. But if FRANCHISEE had agreed to bring 1,000 tons of Refuse from this Service Area to Landfill X, Director will compensate FRANCHISEE for additional out-of-pocket costs that FRANCHISEE incurs as a direct result of being redirected to a different

facility.

Some Service Areas may require FRANCHISEE 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 B2d of Exhibit 3A on page 69 is deleted in its entirety and replaced with the following:

d. Mulch/Compost Giveaway & Shredding Program

FRANCHISEE 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. FRANCHISEE must provide recovered Organic Waste products as set forth in Article 12 of SB 1383. FRANCHISEE 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. FRANCHISEE shall comply with the California Department of Food and Agriculture's quarantine restrictions for the movement of the Green Waste. (<https://www.cdfa.ca.gov/plant/pe/InteriorExclusion/quarantine.html>)

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

1. Pickup Event

FRANCHISEE 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. FRANCHISEE shall provide all the necessary staffing, Vehicles, Containers, and other equipment, and materials or supplies (such as

shovels and extra bags). FRANCHISEE shall help participants who request help and shall post a Bilingual sign at the event offering assistance. Upon request of FRANCHISEE, Director may provide some assistance in securing COUNTY facilities.

2. Delivery

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

SEVENTH: Item J of Exhibit 3A on pages 83 to 85 is deleted in its entirety and replaced with the following:

J. Public Education and Outreach

FRANCHISEE 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, FRANCHISEE shall provide a Terms and Conditions to Customers and Occupants, substantially in the form included in Exhibit 16 and approved by Director.

FRANCHISEE 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 FRANCHISEE. FRANCHISEE 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, FRANCHISEE 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;
- FRANCHISEE'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 FRANCHISEE 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. FRANCHISEE is to provide simple refreshments for in-person meetings. Drinking water is sufficient to meet this requirement. FRANCHISEE 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. FRANCHISEE 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

FRANCHISEE 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. FRANCHISEE shall take any or all the following actions at the meetings/events, approved by Director:

(1) Operate Recycling Information Booths

FRANCHISEE shall operate Recycling information booths and distribute colorful flyers, promotional items, have a minimum of 100 FRANCHISEE-provided reusable bags available, pamphlets, and other items that encourage participants to Recycle, reduce, reuse,

and/or Divert Solid Waste.

Additionally, upon Director request, FRANCHISEE 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 FRANCHISEE give out these items at a specific event or Director may distribute these items at any events.

(2) Other Activities/Actions

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

c. Annual

Once per Contract Year, FRANCHISEE 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.

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

FRANCHISEE 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. FRANCHISEE shall notify Customers and Occupants as set forth under item L4b(4) of this Exhibit.

d. Instructional

During the Term, upon Director request, FRANCHISEE 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

FRANCHISEE 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
- One time during Term, magnets or similar

FRANCHISEE 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, FRANCHISEE shall use artwork, layout, or notices, provided by Director.

Such educational materials include:

(1) Articles

Each month, FRANCHISEE 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

FRANCHISEE 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

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

(b) Magnets

Within 6 months of execution of this AMENDMENT, FRANCHISEE 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)

FRANCHISEE shall develop one-page (opposite side for an alternate language, if required by Director) postcards in color containing information upon receiving approval from COUNTY, FRANCHISEE shall deliver these postcards to Customers and Occupants each month. Postcards shall be available in electronic format such as PDF. FRANCHISEE 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, FRANCHISEE shall develop one-page (additional page(s) for Spanish, if required by Director) newsletters in color containing information upon receiving approval from COUNTY, FRANCHISEE shall deliver these newsletters to Customers and Occupants four times each Contract Year. Newsletters shall be available in electronic format such as PDF. FRANCHISEE 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.

FRANCHISEE 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

FRANCHISEE 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

FRANCHISEE 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.

FRANCHISEE 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.

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

(5) Social Media

FRANCHISEE 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

FRANCHISEE 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, FRANCHISEE 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

FRANCHISEE shall develop all written materials in both English and Spanish, if required by Director. Additionally, FRANCHISEE 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 A.3 in Exhibit 10 Rates on page 193 is deleted in its entirety and replaced as follows:

3. 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 FRANCHISEE by the Solid Waste Facility designated by FRANCHISEE in FRANCHISEE 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, FRANCHISEE 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.

FRANCHISEE 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 FRANCHISEE 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 FRANCHISEE 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. FRANCHISEE 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.

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

For example, FRANCHISEE 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 FRANCHISEE does not substantiate to the satisfaction of Director that FRANCHISEE 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.

FRANCHISEE must substantiate to the satisfaction of Director fees FRANCHISEE 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 FRANCHISEE does not substantiate to the satisfaction of Director that FRANCHISEE is experiencing that change in tipping fees, the Disposal/Diversion Component will not be adjusted.

NINTH: S17 of Exhibit 18D2 Liquidated Damages on page 63 of AMENDMENT 3 is deleted and replaced with the following:

S17	For each failure to Collect Abandoned Waste on the Service Day or within 2 Service Days of Director request, in accordance with item A1c of Exhibit 3A2.	\$100 per day
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TENTH: This AMENDMENT 4 will take effect upon execution by both parties.

ELEVENTH: COUNTY shall have the final word in clarifying any reference discrepancies, such as when AMENDMENT refers to the incorrect part, section, or item in the agreement; and

TWELFTH: Except as modified by this AMENDMENT 4, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

[illegible]

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 FRANCHISEE 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 
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By Talin Halabi
Deputy

Talin Halabi
Type or Print Name

Universal Waste Systems, Inc.

By 
Its President

MARK S. BLACKBURN
Type or Print Name

By 
Its Secretary

Anne Blackburn
Type or Print Name

ACKNOWLEDGMENT

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

State of California

County of Riverside

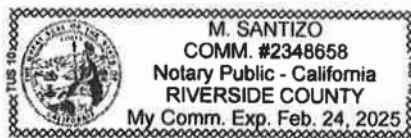
On July 14, 2022 before me, M. Santizo, Notary Public
(insert name and title of the officer)

personally appeared Mark S. Blackburn
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 M. Santizo (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 Riverside

On July 14, 2022 before me, M. Santizo Notary Public
(insert name and title of the officer)

personally appeared Anne Blackburn
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 M. Santizo (Seal)

