

FOURTH AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES

This Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services (“Amendment No. 4”) is effective as of January 1, 2023, by and between ARAKELIAN ENTERPRISES, INC., A CALIFORNIA CORPORATION D/B/A ATHENS SERVICES (“Franchisee” or “Athens”) and THE CITY OF IRWINDALE, a municipal corporation of the State of California (“City”). The City and Franchisee are occasionally herein referred to each as a “Party” and collectively as the “Parties.”

RECITALS

A. On April 13, 2011, the City and Athens entered into an Exclusive Franchise Agreement for Waste Hauling Services for the provision of solid waste hauling services by Athens to the City, its residents, and businesses on an exclusive basis, which has since been amended on December 12, 2012; January 22, 2014; and January 1, 2020 (collectively, the “Agreement”); and

B. On February 24, 2021, the City and Athens entered into a Franchise and Facility Operations Agreement (“Facilities Operations Agreement”) establishing the terms by which (i) the City will grant a franchise to Athens for the exclusive operation of a Materials Recovery Facility and Transfer Station (“MRF/TS”) within City limits, and (ii) Athens will operate the MRF/TS and its appurtenant uses in a professional manner; and

C. On October 22, 2008, the City and Athens entered into that certain Project Reimbursement Agreement for purposes of establishing the rights and responsibilities of each Party with respect to the processing of Athens’ application to develop and operate the MRF/TS, which has since been amended on April 13, 2011; June 22, 2011; December 12, 2012; September 23, 2015; March 16, 2016; March 22, 2017; May 23, 2018; December 11, 2019; December 9, 2020; and December 8, 2021, respectively (collectively, the “PRA”); and

D. The initial terms for both the Agreement and Facilities Operations Agreement is thirty (30) years; however, an additional five (5) years is to be added to the term of the Agreement and Facilities Operations Agreement pursuant to the terms of the PRA; and

E. The Parties now seek to amend the Agreement to restate the term of the agreements such that the Agreement and Facilities Operations Agreement are coextensive for a period of thirty-five (35) years, which shall run from the commencement of operations of the MRF/TS, as determined based on the issuance of any final certificate of occupancy issued for “Phase I” of the MRF/TS; and

F. Additionally, the Legislature of the State of California, by enactment of California Public Resources Code § 40000 et seq., has declared that it is within the public interest to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdictions; and

G. The Legislature of the State of California has enacted certain new laws pertaining or relating to solid waste handling with which the City must comply, including AB 341, AB 901, AB 1594, AB 1826, and SB 1383, creating the need for the City to improve efforts to divert solid waste from landfills, including recyclable materials and organic waste; and

H. The changes in law necessitate certain modified or additional services to be reflected in the Agreement in order to further the City's efforts to comply with applicable law; and

I. As a result, the cost of collecting, disposing of, and diverting solid waste, recyclables, yard waste, and organic waste to Franchisee is anticipated to increase; and

J. The City and Franchisee have agreed to implement certain operational changes pertaining to the provision of services in the City in accordance with this Amendment No. 4.

TERMS

1. **Amendment Definitions.** Unless specified otherwise, all capitalized terms in this Amendment hereby refer to those defined terms specified in Chapter 8.22 of the Irwindale Municipal Code (Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection) and 14 California Code of Regulations § 18982. If any term defined in this Amendment No. 4 has been previously defined in the Agreement, the definition in this Amendment No. 4 shall control. Unless specified otherwise, in the event of a conflict between a definition in this Amendment and a definition in 14 California Code of Regulations § 18982, the definition in § 18982 shall control.

2. **Contract Changes.** The Agreement is amended as provided herein.

a. **Section 1.2.8 of the Agreement is hereby amended and shall now read as follows:**

1.2.8 Cart. "Cart" means any molded container provided by Franchisee of a size not to exceed 96 gallons with two or more wheels for easy carting by an individual.

b. **Section 1.2.55 of the Agreement is hereby amended and shall now read as follows:**

1.2.55 Organic Waste. "Organic Waste" means solid wastes containing material originating from living organisms and their metabolic waste products, including but not limited to food, green material, landscape, and pruning waste; organic textiles and carpets; lumber, wood, paper products, printing and writing paper; manure, biosolids, digestate, and sludges; or as otherwise defined in 14 CCR § 18982(a)(46). Biosolids and digestate are as defined by 14 CCR § 18982(a). The term "Green Waste" shall mean "Organic Waste" when referenced in the Agreement except with respect to Section 1.2.44 (Recyclables) and Section 3.2.3 (Gardner/Landscaper Green Waste).

c. Section 4.1 of the Agreement is hereby amended and shall now read as follows:

4.1 Term and Franchise Term.

4.1.1 Initial Term. "Initial Term" shall mean the period commencing on April 13, 2011, and ending upon the commencement of the Base Term or Modified Base Term, whichever is applicable.

4.1.2 Base Term. "Base Term" shall mean a thirty-five (35)-year period that this Agreement will remain in effect prior to any Rolling Extension defined in this Section 4.1. The Base Term is comprised of the thirty (30)-year period originally provided in this Agreement plus the five (5)-year period added to the term of the Agreement pursuant to the terms of that certain Project Reimbursement Agreement between the Parties, as amended. The Base Term shall commence on the date a final certificate of occupancy is issued for Phase I of the MRF/TS.

4.1.3 Modified Base Term. In the event either Party provides written notice to the other Party that it elects not to proceed with the MRF/TS, then the Base Term of this Agreement shall be sixteen (16) years, which shall run from the date on which either Party receives notice of the other Party's election not to proceed with the MRF/TS (the "Modified Base Term").

4.1.4 Rolling Extensions. As specified herein, the term shall be subject to certain automatic rolling extensions ("Rolling Extensions"): (i) at the conclusion of the Base Term, if applicable, this Agreement shall be subject to automatic ten (10)-year rolling extensions; or (ii) at the conclusion of the Modified Base Term, if applicable, this Agreement shall be subject to automatic one (1)-year rolling extensions.

4.1.5 Termination of Rolling Extensions. Any Rolling Extension is subject to the termination provisions specified in Article X of this Agreement. Further, either Party may terminate any Rolling Extension, with or without cause, by providing written notice at least sixty (60) days prior to the start of any automatic Rolling Extension that such upcoming Rolling Extension will be the last and final Rolling Extension, and this Agreement will terminate at the end of such Rolling Extension period.

4.1.6 Illustrative Examples.

(a) *Illustrative Example of Term No. 1.* If, for purposes of this illustrative example only, a party provides

written notice to the other party that it elects not to proceed with the MRF/TS on January 1, 2023, the Base Term ends December 31, 2038. Thereafter, on January 1, 2039, the first automatic one-year rolling extension period would start. If the City sent notice of termination halfway through the first rolling extension period on July 1, 2039, the next (second) one-year rolling extension period would be the final extension because the City terminated the rolling term at least sixty (60) days to prior to the start of the next (second) automatic rolling extension such that the upcoming rolling extension would be the final extension and the Agreement would terminate at the end of the period of such extension. Accordingly, the first rolling extension would conclude on December 31, 2039, and in light of the City's notice of termination, the second automatic and final rolling extension would commence on January 1, 2040, and the Agreement would terminate at the end of the second rolling extension on December 31, 2040.

(b) *Illustrative Example of Term No. 2.* If, for purposes of this illustrative example only, commencement of operations occurred on January 1, 2023, as demonstrated by a certificate of occupancy issued for "Phase 1" of the MRF/TS project, the Base Term ends December 31, 2057. Thereafter, on January 1, 2058, the first automatic ten-year rolling extension period would start. If the City sent notice of termination halfway through the first rolling extension period on January 1, 2063, the next (second) ten-year rolling extension period would be the final extension because the City terminated the rolling term at least sixty (60) days to prior to the start of the next (second) automatic rolling extension such that the upcoming rolling extension would be the final extension and the Agreement would terminate at the end of the period of such extension. Accordingly, the first rolling extension would conclude on December 31, 2067, and in light of the City's notice of termination, the second automatic and final rolling extension would commence on January 1, 2068, and the Agreement would terminate at the end of the second rolling extension on December 31, 2077.

d. Section 4.4, entitled "Development of MRF/TS" shall be added to the Agreement and read as follows:

4.4 Development of MRF/TS. The City is obligated to proceed in good faith toward the development of the MRF/TS, subject only to the City's express reservation of its right to exercise its discretion under applicable law pertaining to entitlements and other governmental acts, which the City may not waive or assign.

e. Section 5.5.2(b) of the Agreement is hereby amended and shall now read as follows:

(b) *Single Family Carts & Collections.* Each Single Family Residential Unit receives three Carts comprising one (1) 96-gallon black cart for Solid Waste, one (1) 96-gallon blue cart for source-separated Recyclable Materials, and one (1) 96-gallon green cart for source-separated Organic Waste, collected once per week (“Base Service”). Source-separated Organic Waste shall be diverted to an Organic Waste Processing Facility selected by Franchisee. Unless otherwise directed by City, or necessary for safety reasons, Franchisee shall make all Single Family Residential Unit collections from the curb along the street in front of each Single Family Residential Unit, except where paved alleys exist in the rear of such Premises in which case collections shall be made by Franchisee from alleys (provided, however, that this requirement cannot apply to a blind alley). In any event, Franchisee shall not be under any obligation to enter private courts or places, or other private property, to make collections from Single Family Premises. Residents may elect to place Carts at an alternate collection location if approved by Franchisee, provided that the placement and retrieval of carts comply with the requirements of Chapter 8.20 of the Irwindale Municipal Code. Rates for extra carts and services requested by residential customers or deemed necessary by Franchisee are set forth in Exhibit A and payable by the residential customer. Single Family Residential Unit customers shall receive Base Service, as defined in this subsection 5.5.2(b), without charge until June 30, 2032.

f. Section 5.5.4, entitled “Roll-Out Services for Disabled Customers,” shall be added to the Agreement and read as follows:

5.5.4 Roll-Out Service for Disabled Customers. Franchisee shall provide Cart roll-out service for disabled customers at Single-Family Residential Units at no charge. To qualify for such service, residential customers must present to Franchisee a written letter from a physician indicating that the residential customer is physically unable to roll out Carts, and upon Franchisee’s further request, a copy of a handicap placard issued to the residential customer from the Department of Motor Vehicles. Roll-out service will be effective immediately after a customer demonstrates proof of the foregoing.

g. Section 5.8 of the Agreement is hereby amended and shall now read as follows:

5.8 Collection of Single-Family Bulky Waste.

Franchisee shall provide free Bulky Waste collection to Residential Premises at the curbside or alleyway two (2) times per year, on dates scheduled by the City, which Collection shall be scheduled on regularly scheduled service days for Residential Waste Collection. Bulky Waste shall not be of a volume exceeding the capacity of a front loader bucket. Further, upon notice from Franchisee that it has commenced operations at the MRF/TS, Franchisee shall permit Generators at Residential Units in the City to drop off and dispose of Bulky Waste at the MRF/TS free of charge. For the purposes of this Section 5.8, Bulky Waste shall also include electronic waste, as defined in Public Resources Code Section 42463 (defining electronic waste under the California Electronic Waste Recycling Act of 2003).

h. Section 5.15 of the Agreement is hereby amended and shall now read as follows:

5.15 Compost Giveaway. Franchisee shall host a “Compost Giveaway” on an annual basis at a date, location, and time agreed upon by the City and Franchisee. At the Compost Giveaway, Franchisee shall offer a total of ten (10) tons of Compost at no charge to customers residing in the City.

i. Section 6.5.6 of the Agreement is hereby amended and shall now read as follows:

6.5.6 Contamination Protocols.

6.5.6.1 Route Reviews. Beginning January 1, 2023, Franchisee shall, at its sole expense, on a quarterly basis, conduct hauler route reviews for Prohibited Container Contaminants consistent with 14 CCR § 18984.5(b) in a manner deemed safe by Franchisee. Containers may be randomly selected along hauler routes. Franchisee shall develop a hauler route review methodology in compliance with 14 CCR § 18984.5(b) and submit it to City not more than annually upon the request of City.

6.5.6.2 Facilities Waste Characterizations. No more than twice per quarter, Franchisee shall conduct waste characterizations at facilities owned or operated by Franchisee, pursuant to 14 CCR § 17409.5.1.

6.5.6.3 Prohibited Container Contaminants. In order to reduce the presence of Prohibited Container Contaminants, Franchisee shall implement the protocols for all customers within the City, as specified herein.

(a) First and Second Contamination Events. Upon the first and second discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Franchisee will collect the contaminated waste if safe to do so, treat the waste as Solid Waste for handling and billing purposes, and affix a "Contamination Violation Notice" to any container with contaminated waste. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste, and Franchisee must notify the customer by phone, by U.S. mail, by email, in person, or by tag, of the following: (i) For the third and subsequent occurrences of Prohibited Container Contaminants, the customer may be charged a contamination fee for each contaminated container; and (ii) for the fifth and subsequent occurrences of Prohibited Container Contaminants, the customer may be charged a contamination fee for each contaminated container, and Franchisee may increase the size of the customer's waste container or require an additional container(s). Franchisee must also contact the customer by phone, by U.S. mail, by email, in person, or by tag, to ensure that the customer has the appropriate level of service for proper collection of waste.

(b) Third and Fourth Contamination Events. Upon each of the third and fourth discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Franchisee will collect the waste in the contaminated container(s) if safe to do so, treat the waste as Solid Waste for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. Franchisee may also elect to charge a contamination fee for each occurrence. For any assessed contamination fee, Franchisee must provide digital/visual documentation of Franchisee's discovery of Prohibited Container Contaminants.

(c) Five or More Contamination Events. Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Franchisee will collect the waste in the contaminated container(s) if safe to do so, treat the waste as Solid Waste for handling and billing purposes, and charge a contamination fee for each occurrence. For any assessed contamination fee, Franchisee must provide digital/visual documentation of Franchisee's discovery of Prohibited Container Contaminants. Upon five (5) business days' notice to City and customer, Franchisee may (i) increase container size, require additional containers for Prohibited Container Contaminants, or increase collection frequency; or (ii) impose contamination fees for a period of six (6) months or until the customer has demonstrated no Prohibited Container Contaminants

for a period of three (3) consecutive months. City will consult with Franchisee and consider and pursue, as applicable, appropriate legal remedies against offending customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending customers.

(d) Disputes. If a customer disputes, in writing, an assessment of a contamination fee within thirty (30) days of the assessment, Franchisee will temporarily halt any such assessment, and Franchisee may request a ruling by the City Manager to resolve the dispute. A request by Franchisee to the City Manager to rule on any such dispute must be filed within ten (10) business days of a customer's written dispute, and Franchisee must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the City Manager will rule on the dispute within ten (10) business days, and the City Manager's decision on resolving the dispute between customer and Franchisee will be final.

(e) Legal Action. Upon any noticed occurrence of Prohibited Container Contaminants, the City may consult with Franchisee, and the City may consider and, in its discretion, pursue, as applicable, appropriate legal remedies against offending customer(s) if necessary to enforce discontinuance of Prohibited Container Contaminants. Franchisee shall not be liable for any costs or attorney fees associated with any legal action taken by the City in accordance with this subsection.

(f) Contamination Reporting. Franchisee shall maintain a log recording each event identifying Prohibited Container Contaminants, including the Generator's address, type of container, and photographic evidence of contamination. On a monthly basis, Franchisee shall report to City a list of Generators that were assessed contamination fees; photographic evidence of each contamination event(s) where a fee(s) was assessed; a summary of any verification processes to ensure accurate fee assessment; date of notification, form(s) of notification given to Generator; a list of efforts made in educating the Generator that was assessed a fee; a list of Generator complaints in response to fee assessment(s); Franchisee's response and actions taken in response to Customer complaints; and the dollar amount of contamination assessed during the reporting period.

j. Section 6.6 of the Agreement is hereby deleted.

k. Section 6.7, entitled “Additional Organic Waste Program Components,” is hereby added to the Agreement and shall read as follows:

6.7 Additional Organic Waste Program Components.

6.7.1 SB 1383 Noncompliance Complaints.

For complaints received by Franchisee alleging that a Generator is in violation of SB 1383 requirements, Franchisee shall document the complaint and provide this information in a brief report to the City for each SB 1383 noncompliance complaint within seven (7) days of receipt of such complaint. Franchisee shall provide a monthly summary report collecting SB 1383 noncompliance complaints. Upon City request, Franchisee shall conduct follow-up inspections and/or outreach to the violating entity, and shall document such efforts in any City-requested monthly report.

6.7.2 Additional SB 1383 Reporting.

Franchisee shall provide City monthly reports, in a format acceptable to the City, which will include (a) the number of routes separated by customer sector and material type; (b) the results of any route reviews conducted in accordance with Section 6.5.6.1; (c) mass public education and outreach performed in the reporting month and copies of materials; (d) targeted public education and outreach performed, including recipient name and address and date of mailing; (e) contamination notices as specified in Section 6.5.6.3(f); and (f) SB 1383 non-compliant complaints as specified in Section 6.7.1.

6.7.3 Acceptable Organic Waste.

Notwithstanding any provision in the Agreement to the contrary, no later than January 1, 2023, and each January 1 thereafter upon City request, Franchisee shall provide the City a list of source-separated Organic Waste that is to be accepted for collection in containers designated for source-separated Organic Waste. Acceptable source-separated Organic Waste shall be advertised to Generators.

6.7.4 Container Labeling.

Beginning January 1, 2023, Franchisee shall imprint or place a label on the body or lid of each new container that has been provided to a Generator that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that container. Imprints or labels shall clearly indicate items that are Prohibited Container Contaminants for each container.

6.7.5 Container Colors. Containers shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each container type, as follows: (i) Solid Waste container bodies and/or lids shall be black or gray; (ii) Recyclable Materials container bodies and/or lids shall be blue; and, (iii) Organic Waste container bodies and/or lids shall be green. Hardware such as hinges and wheels on the containers may be a different color than specified above. In accordance with 14 CCR § 18984.7, Franchisee is not required to replace functional containers, including containers purchased prior to January 1, 2023, that do not comply with the color requirements of hereunder prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

6.7.6 Education and Outreach. Franchisee and City have a shared responsibility to cooperatively provide education and outreach activities, and to create and disseminate educational materials that comply with 14 CCR § 18985.1 to customers. In accordance with the foregoing, Franchisee will provide the education information required by this section by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated by Franchisee. Franchisee shall maintain records of its education and outreach activities and make such information accessible to City at any time via Franchisee-provided data dashboard.

6.7.7 Service Review. Notwithstanding any provision in this Agreement to the contrary, Franchisee reserves the right to inspect, audit, and review the service level (size, quantity of container(s), and weekly frequency of pickup) for all customers for the purposes of compliance with SB 1383 and related laws or regulations. Franchisee may reduce or increase the service level based on the inspection and audit. In the event of any dispute between a Generator and Franchisee regarding a reduction or increase in the service levels, the matter shall be resolved by the City Manager, whose decision shall be final.

6.7.8 Collection Routes. Franchisee may collect source-separated Organic Waste from multiple cities within one Organic Waste route and, if so, will report to the City source-separated Organic Waste tonnage among the cities by volume.

6.7.9 Provision of Recovered Organic Waste Products. Franchisee shall procure and provide to City sufficient quantities of Compost, Mulch, and/or California-derived Renewable Natural Gas (“CRNG”) to meet the City’s required annual per capita procurement of products produced in accordance

with 14 CCR § 18993.1. Franchisee may meet this obligation by one or more of the following activities, as determined by Franchisee: (i) the use of CRNG in Collection vehicles, provided such CRNG complies with 14 CCR § 18993.1; or (ii) sufficient tons of Compost or Mulch for distribution on a date and time mutually agreed upon by the Parties. Should City request Franchisee provide greater quantities of Compost, Mulch, other or additional biofuels, or different forms of electricity needed for City to satisfy its procurement requirements under the applicable law, City and Franchisee shall meet and confer to discuss an amendment to the Agreement prior to such procurement. Franchisee shall comply with the recordkeeping and verification requirements of 14 CCR § 18993.2, provided that City shall notify Franchisee as soon as practicable of any third-party request under the California Public Records Act Request (excluding any request by CalRecycle) to review or copy such material, at which time Franchisee shall have an opportunity to ensure such information is protected from disclosure, through redactions, or if City determines that such information should be disclosed, City shall provide three (3) business days' notice to Franchisee, in which event Franchisee may seek a court order enjoining that release.

6.7.10 Organics Processing Facility Capacity Guarantee. Franchisee guarantees that it will provide disposal capacity at a facility that processes source-separated Organic Waste from Generators served by Franchisee to recover Organic Waste. Any such facility must comply with 14 CCR § 18982(a)(14.5).

6.7.11 Program Changes. In the event of any changes to applicable law that impact the duties and obligations of the City or Franchisee relating to Organic Waste collection, processing, disposal, or transportation, Franchisee and City shall meet and confer in good faith to negotiate and implement any necessary programmatic compliance. Nothing in this Agreement shall be construed as obligating Franchisee to provide additional or modified services prior to City and Franchisee having first agreed in writing to any such change.

I. Section 6.8, entitled "Food Recovery Assistance," is hereby added to the Agreement and shall read as follows:

6.8 Food Recovery Assistance.

6.8.1 Identification of Commercial Edible Food Generators. No later than January 1, 2023, and annually every January 1 thereafter, Franchisee shall assist City in identifying

customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generator and provide to City a list of such customers, which shall include the following information: customer name, service address, contact information, Tier One or Tier Two classification, and type of business.

6.8.2 Identification of Edible Food Recovery Organizations. To support City's efforts to promote Edible Food Recovery programs, Franchisee shall maintain a list of Food Recovery Organizations and Food Recovery Services and information about Edible Food Recovery on Franchisee's website, which is specific to City, and shall provide a link to information about City's Edible Food Recovery programs on Franchisee's website.

6.8.3 Maintain and Promote Listings. Franchisee shall cooperate with and assist City with the distribution of information to Commercial Edible Food Generators regarding City's Edible Food Recovery programs.

6.8.4 Education and Outreach. Commencing January 1, 2023, and annually every January 1 thereafter, Franchisee shall provide Commercial Edible Food Generators with the following information: (i) information about the Franchisee's and/or City's Edible Food Recovery program; (ii) information about the Commercial Edible Food Generator requirements under 14 CCR Chapter 12 Article 10; (iii) information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and (iv) information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste. Franchisee may provide the education information required by this section by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to customers.

m. Section 13.20, entitled "Bus Shelter/Stop Maintenance," shall be added to the Agreement and shall read as follows:

13.20 Bus Shelter/Stop Maintenance. Franchisee shall provide bus shelter maintenance to City's bus stops at locations identified by City, not to exceed forty-four (44) locations specified in Exhibit G up to the weekly and annualized costs specified in Exhibit G-1. For each location, bus shelter maintenance includes emptying waste receptacles, litter pickup, and graffiti removal on a weekly basis; and monthly pressure washing of all interior and exterior visible metal and concrete surfaces, and glass and Plexiglas

surfaces. The site area to be maintained includes areas within five (5) feet of the outer edges of any bus stop shelter and only that property that is part of the public right-of-way. Special service requests for bus shelter maintenance services shall be charged at \$150.00 per hour, adjusted annually by the percentage increase in CPI for the prior twelve (12)-month period (April of the prior year to March of the current year), plus the cost of materials, as specified in Exhibit G-1. Franchisee shall submit to City a monthly invoice for bus shelter maintenance services rendered on behalf of City. City shall, within forty-five (45) days of receiving such invoice, pay all charges thereon. Prevailing wages are not required to be paid hereunder unless otherwise required by law, in which case (i) City will elect to perform the work hereunder; or (ii) City will contract with a different contractor to provide this service; or (iii) if Franchisee performs work hereunder, Franchisee shall be entitled to a Special Rate Adjustment, provided the adjustment amount is confirmed by the City's City Manager and such adjustment is made in accordance with Section 8.8 (as applicable) and Exhibit D.

n. Section 8.1 of the Agreement shall be amended and shall now read as follows:

8.1 Maximum Rate Schedule. Exhibit A, which is incorporated herein by this reference ("Maximum Rate Schedule"), sets forth the maximum service rates that may be charged by Franchisee to its customers in the City, and such rates include the obligation of Franchisee to transport and process all Solid Waste, Recyclables, and Organic Waste collected by Franchisee. The maximum service rates set forth in Exhibit A shall be subject to the rate adjustment procedures set forth in Section 8.8 (as applicable) and Exhibit D. The Maximum Rate Schedule shall be effective January 1, 2023.

o. Section 8.2 of the Agreement shall be amended and shall now read as follows:

8.2 Payment of Residential Rates. Residential Customers at Single Family Residential Units shall not pay a fee directly to the Franchisee for Base Service; provided, no later than January 1, 2032, upon written notice to Franchisee, City will determine whether fees for such service will be paid directly to Franchisee by City or by customers, which in the latter case, City and Franchisee will amend the Agreement in accordance with City's determination. The total amount due with respect to Base Service to be provided to residential customers (the Maximum Rate for Residential Service times the number of residential customers times twelve (12) months) shall be deducted from the Host Fee due from

the Franchisee or its affiliate with respect to the MRF/TS. Franchisee shall submit an itemized residential list with parcel numbers along with the financial information based on the calculation set forth above, which shall also include the amount of the Host Fee for that year. This information shall be provided to the City no later than thirty (30) days from December 31 of that year. Notwithstanding the foregoing, maximum service rates for Single Family Residential Units shall be adjusted annually, provided such adjustments are made in accordance with Section 8.8 (as applicable) and Exhibit D. However, such customers shall receive Base Service, as specified in Section 5.5.2(b) of this Agreement, without charge until December 31, 2032.

p. Section 8.7 of the Agreement shall be amended and shall now read as follows:

8.7 Applicability of Proposition 218. The Parties agree that the rates to be charged by Franchisee are set by Franchisee as a private contractor in the marketplace. City's role with respect to rate-setting for customers served by Franchisee is to establish rate ceilings for the protection of City's residents and businesses, given the exclusive status afforded to Franchisee by this Agreement and given the nature of the services it is to provide. Accordingly, the parties agree that this Agreement shall be construed to maintain the status of the rates Franchisee chooses to charge to customers within the City as privately established rates and not as property-related fees within the scope of Article XIII D of the California Constitution or taxes within the scope of Articles XIII A and XIII C of the California Constitution. City is contracting directly with Franchisee for services to its Single Family Residential Units, and such services are provided at no cost by the City for its residents. The amount that City pays Franchisee for providing such services is not a property-related fee or any fee at all with respect to the City's residents.

q. Section 8.8 of the Agreement shall be amended and shall now read as follows:

8.8 City Right to Hold Proposition 218 Hearing.

8.8.1 Hearing Procedures; Annual Rate Adjustment Formula. At the City's election, and without admitting the applicability of Proposition 218 to this Agreement, City may conduct the hearings and other procedures with respect to the approval or adjustment of the Maximum Rate Schedule in accordance with Proposition 218. If determined by City as required

under Proposition 218, any adjustment to the Maximum Service Rates set forth in Exhibit A, if to be paid by customers, will take effect after a Proposition 218 hearing, protest process, or otherwise in compliance with Proposition 218. If required by Proposition 218, the Annual Rate Adjustment formula, as specified in Exhibit D, the formula shall continue on a year-to-year basis for a period not to exceed five (5) years after the date such formula was adopted in accordance with Proposition 218. Prior to the end of the foregoing five (5)-year period, and each five (5) years thereafter, the City Council shall agendaize a vote to consider the adoption of an extension to the Annual Rate Adjustment formula in accordance with Government Code Section 53756 and Article XIII D, Section 6(a) of the California Constitution, as applicable.

8.8.2 Rate Invalidation Procedures.

8.8.2.1 In the event that City is unable, by operation of applicable law or a valid majority protest pursuant to Proposition 218, to continue the Annual Rate Adjustment formula or to approve or implement any other rate increase due to Franchisee under this Agreement, in whole or in part, City must provide thirty (30) days written notice to Franchisee identifying such prohibition or disallowance, with a written justification explaining why City is prohibited or disallowed from approving or implementing an adjustment of rates in whole or in part (“Invalidation Notice”).

8.8.2.2 Upon Franchisee’s receipt of an Invalidation Notice, Franchisee will present an accounting of the amounts otherwise due to Franchisee attributable to the invalidated rate(s), including any amounts that would be offset by franchisee fees as specified in Section 8.8.2.3, and City and Franchisee shall immediately meet and confer and agree to discuss a revised rate adjustment that may be acceptable; corresponding reductions in programs, services, or fees and payments otherwise due to City to compensate Franchisee for the total amount due to Franchisee that would have been recovered through the Annual Rate Adjustment formula or other rate adjustment but for denial or prohibition of the same; and/or City paying to keep identified services and programs that may be removed or reduced.

8.8.2.3 If City and Franchisee do not reach an agreement within ninety (90) days of the Franchisee’s receipt of the Invalidation Notice, or as extended by mutual agreement of the Parties (email communication acceptable), Franchisee will immediately offset the total cost of the invalidated rate(s) from the amounts otherwise due to City for franchise fees; or if franchise fees do not cover such total cost, City will elect within

thirty (30) days to allow Franchisee to offset remaining amounts that are not offset from franchise fees from other fees owed to City or to pay the remaining amounts directly to Franchisee from City funds (“Invalidation Offset”). If Franchisee offsets the amounts due, then Franchisee shall provide monthly reports to the City Manager that provide the total costs being offset and the related services. Such monies may be refunded to City upon mutual written agreement between the Parties. Franchisee may terminate the Agreement without cause or penalty, provided that Franchisee provides at least one-hundred eighty (180) days’ prior written notice of termination and, during such period, cooperates with City to transition services to City or its designee. Franchisee’s rights hereunder are in addition to any other rights of Franchisee upon the invalidation of rates that would otherwise be due to Franchisee.

8.8.2.4 No more than once annually, City may perform a financial review of Franchisee’s records relating to the Invalidation Offset in accordance with Generally Accepted Auditing Standards, provided Franchisee approves a protocol to be developed by City to protect the confidentiality of such Franchisee records and Franchisee approval shall not be unreasonably delayed or denied. The cost of an audit hereunder shall be borne solely by Franchisee up to an amount of Twenty-Five Thousand Dollars (\$25,000), with such audit to be performed by a qualified firm without any conflict of interest and subject to Franchisee approval, which shall not be unreasonably delayed or denied.

r. **Exhibit A, “Maximum Rate Schedule,” of the Agreement shall be deleted in its entirety and replaced with the attached Exhibit A to this Amendment.**

s. **Exhibit D, “Rate Adjustments,” of the Agreement shall be deleted in its entirety and replaced with the attached Exhibit D to this Amendment.**

t. **Exhibits G and G-1 shall be added to the Agreement.**

3. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 4, all provisions of the Agreement, as previously amended, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment Nos. 1 through 4, inclusive, to the Agreement.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Franchisee each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each Party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each Party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation. Franchisee represents and warrants to City that, as of the date of this Amendment No.

4, to the knowledge of Franchisee, City is not in default of any material term of the Agreement and that there have been no known events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement. City represents and warrants to Franchisee that, as of the date of this Amendment No. 4, to the knowledge of City, Franchisee is not in default of any material term of the Agreement and that there have been no known events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

6. **Authority.** The persons executing this Amendment No. 4 on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said Party; (iii) by so executing this Amendment No. 4, such Party is formally bound to the provisions of this Amendment No. 4; and (iv) the entering into this Amendment No. 4 does not violate any provision of any other agreement to which said Party is bound.

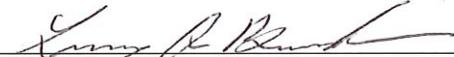
7. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be considered an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the date and year first-above written.

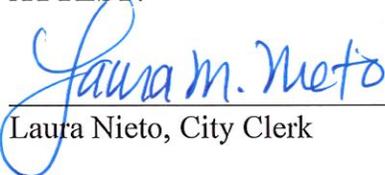
CITY:

CITY OF IRWINDALE, a municipal corporation



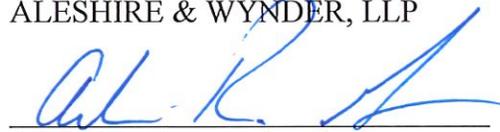
Larry G. Burrola, Mayor

ATTEST:



Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

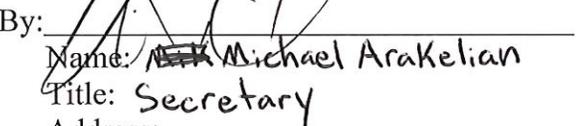


Adrian R. Guerra, City Attorney

ARAKELIAN ENTERPRISES, INC.:

By: 

Name: Ron Arakelian, Jr.
Title: President

By: 

Name: ~~Michael~~ Michael Arakelian
Title: Secretary
Address:

Two corporate officer signatures required when the party is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President, or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer. THE PARTY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO THE BUSINESS ENTITY.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 January 31, 2023 before me, Kelly Burdg, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ronald Jack Arakelian, Jr ; Michael Robert Arakelian
Name(s) of Signer(s)

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 Kelly Burdg
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

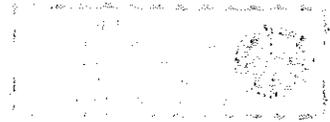
Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



ATTACHMENT 1

MAXIMUM RATE SCHEDULE EFFECTIVE JANUARY 1, 2023

(AGREEMENT EXHIBIT "A")

Residential Barrels		Disposal	Service	Net	AB939	FF	Gross
3 96 Gallon Barrels **		12.19	18.37	30.56	1.82	5.71	38.09
(Trash, Recycle & Organic)							
1 Extra 96 Gallon Barrel		6.12	9.22	15.34	0.91	2.87	19.12
Commercial Barrels		Disposal	Service	Net	AB939	FF	Gross
Each 96 Gallon Barrel		39.64	18.27	57.91	3.45	10.83	72.19
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
1	1	36.54	134.89	171.43	10.21	32.05	213.69
1	2	73.14	203.28	276.42	16.47	51.68	344.57
1	3	109.69	266.21	375.90	22.40	70.28	468.58
1	4	146.25	321.38	467.63	27.86	87.44	582.93
1	5	182.82	408.30	591.13	35.22	110.53	736.88
1	6	219.36	509.19	728.55	43.42	136.23	908.20
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
1.5	1	38.13	140.74	178.87	10.65	33.44	222.96
1.5	2	76.32	212.10	288.42	17.18	53.93	359.53
1.5	3	114.44	277.76	392.20	23.38	73.35	488.93
1.5	4	152.60	335.33	487.93	29.07	91.25	608.25
1.5	5	190.76	426.02	616.78	36.76	115.33	768.87
1.5	6	228.88	531.29	760.17	45.29	142.13	947.59
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
2	1	50.86	164.44	215.30	12.83	40.27	268.40
2	2	101.73	242.00	343.73	20.48	64.28	428.49
2	3	152.60	316.84	469.44	27.97	87.78	585.19
2	4	203.48	401.17	604.65	36.03	113.08	753.76
2	5	254.33	466.45	720.78	42.95	134.77	898.50
2	6	305.21	577.60	882.81	52.60	165.08	1,100.49
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
3	1	76.32	168.94	245.26	14.62	45.86	305.74
3	2	152.60	258.43	411.03	24.49	76.85	512.37
3	3	228.88	328.69	557.57	33.23	104.25	695.05
3	4	305.21	410.40	715.61	42.64	133.80	892.05
3	5	381.50	494.97	876.47	52.22	163.88	1,092.57
3	6	457.81	597.07	1,054.88	62.86	197.24	1,314.98
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
4	1	101.74	206.28	308.02	18.35	57.61	383.98
4	2	203.48	296.82	500.30	29.81	93.55	623.66
4	3	305.21	379.99	685.20	40.83	128.14	854.17
4	4	406.94	458.47	865.41	51.57	161.82	1,078.80
4	5	508.68	552.84	1,061.52	63.25	198.49	1,323.26
4	6	610.43	668.52	1,278.95	76.22	239.15	1,594.32
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
6	1	152.60	246.66	399.26	23.79	74.66	497.71
6	2	305.22	347.48	652.70	38.88	122.05	813.63
6	3	457.81	429.76	887.57	52.89	165.97	1,106.43
6	4	610.43	545.83	1,156.27	68.89	216.20	1,441.36
6	5	763.02	647.61	1,410.63	84.05	263.76	1,758.44
6	6	873.15	778.78	1,651.93	98.42	308.88	2,059.23
Roll-off		Service	Net	AB939	FF	Gross	
Standard Roll-off Plus Dump		303.96	303.96	18.11	56.83	378.90	
Compactor Roll-off Plus Dump		337.56	337.56	20.11	63.13	420.80	
Plus Dump at MRF		124.92	124.92	7.44	23.37	155.73	
Wash Out		310.54	310.54	18.50	58.07	387.11	

*Recycle bin rate is equal to the service component of corresponding rubbish rate above.

30 Yard or Less Roll-Off or Compactor Organics	Service	Adj	New Service	Net	AB939	FF	Gross
Haul	319.61	11.41	331.02	331.02	19.73	61.89	412.64
Disposal /Ton	133.46	4.76	138.22	138.22	6.24	25.85	172.31

Primary Organic Barrels (35 Gallon Barrel)	Service	Adj	New Service	Net	AB939	FF	Gross
1X	80.02	2.66	82.68	82.68	4.94	15.49	103.31
2X	138.59	4.95	143.54	143.54	8.55	26.85	178.94
3X	197.18	7.04	204.22	204.22	12.17	38.19	254.58
4X	255.75	9.13	264.88	264.88	15.78	49.53	330.19
5X	314.33	11.22	325.55	325.55	19.41	60.88	405.84
6X	372.92	13.31	386.23	386.23	23.01	72.22	481.46

Additional Organic Barrels (35 Gallon Barrel)	Service	Adj	New Service	Net	AB939	FF	Gross
1X	68.02	2.43	70.45	70.45	4.20	13.17	87.82
2X	117.79	4.21	122.00	122.00	7.27	22.82	152.09
3X	167.59	5.98	173.57	173.57	10.34	32.46	216.37
4X	217.39	7.76	225.15	225.15	13.42	42.10	280.67
5X	267.18	9.54	276.72	276.72	16.48	51.73	344.93
6X	316.98	11.32	328.30	328.30	19.56	61.38	409.24

Primary Organic Barrels (64 Gallon Barrel)	Service	Adj	New Service	Net	AB939	FF	Gross
1X	106.69	3.81	110.50	110.50	6.59	20.66	137.75
2X	184.79	6.60	191.39	191.39	11.40	35.78	238.57
3X	262.90	9.39	272.29	272.29	16.23	50.92	339.44
4X	341.00	12.17	353.17	353.17	21.05	66.04	440.26
5X	419.12	14.96	434.08	434.08	25.86	81.17	541.11
6X	497.22	17.75	514.97	514.97	30.68	96.29	641.94

Additional Organic Barrels (64 Gallon Barrel)	Service	Adj	New Service	Net	AB939	FF	Gross
1X	90.69	3.24	93.93	93.93	5.58	17.57	117.08
2X	157.07	5.61	162.68	162.68	9.69	30.42	202.79
3X	223.46	7.98	231.44	231.44	13.79	43.28	288.51
4X	289.85	10.35	300.20	300.20	17.90	56.12	374.22
5X	356.25	12.72	368.97	368.97	21.99	68.99	459.95
6X	422.63	15.09	437.72	437.72	26.09	81.85	545.66

1.5 Cubic Yard - First Bin	Service	Adj	New Service	Net	AB939	FF	Gross
1X	225.69	8.06	233.75	233.75	13.92	43.71	291.38
2X	439.30	15.68	454.98	454.98	27.11	85.07	567.16
3X	652.92	23.31	676.23	676.23	40.30	126.45	842.98
4X	866.53	30.94	897.47	897.47	53.48	167.81	1,118.76
5X	1,080.15	38.58	1,118.71	1,118.71	66.67	209.18	1,394.56
6X	1,293.76	46.19	1,339.95	1,339.95	79.84	250.55	1,670.34
	1,293.76	46.19	1,339.95				

1.5 Cubic Yard - Each Additional Bin	Service	Adj	New Service	Net	AB939	FF	Gross
1X	185.14	6.61	191.75	191.75	11.43	35.86	239.04
2X	358.23	12.79	371.02	371.02	22.11	69.38	462.51
3X	531.29	18.97	550.26	550.26	32.79	102.90	685.95
4X	704.38	25.15	729.53	729.53	43.47	136.41	909.41
5X	877.46	31.33	908.79	908.79	54.15	169.93	1,132.87
6X	1,050.54	37.50	1,088.04	1,088.04	64.83	203.44	1,356.31

2 Cubic Yard - First Bin	Service	Adj	New Service	Net	AB939	FF	Gross
1X	278.43	9.94	288.37	288.37	17.18	53.92	359.47
2X	543.74	19.41	563.15	563.15	33.56	105.30	702.01
3X	809.05	28.88	837.93	837.93	49.93	156.69	1,044.55
4X	1,074.34	38.35	1,112.69	1,112.69	66.31	208.06	1,387.06
5X	1,339.65	47.83	1,387.48	1,387.48	82.68	259.44	1,729.60
6X	1,604.95	57.30	1,662.25	1,662.25	99.04	310.82	2,072.11

2 Cubic Yard - Each Additional Bin	Service	Adj	New Service	Net	AB939	FF	Gross
1X	237.91	8.49	246.40	246.40	14.69	46.08	307.17
2X	462.68	16.52	479.20	479.20	28.55	89.60	597.35
3X	687.43	24.54	711.97	711.97	42.42	133.13	887.52
4X	912.20	32.57	944.77	944.77	56.31	176.66	1,177.74
5X	1,136.96	40.59	1,177.55	1,177.55	70.17	220.19	1,467.91
6X	1,361.72	48.61	1,410.33	1,410.33	84.03	263.71	1,758.07

Optional Services & Other Charges	Service	SB1383 Adj	New Svc	Net	AB939	FF	Gross
All Accounts							
Declined Payment (Any Reason)	33.36	1.19	34.55	34.55	2.05	6.45	43.05
Stop Service	33.36	1.19	34.55	34.55	2.05	6.45	43.05
Resume Service	33.36	1.19	34.55	34.55	2.05	6.45	43.05
All Accounts: Organic Container Contamination:							
First Offense			50.00	50.00	2.44	7.50	59.94
Second Offense			100.00	100.00	4.87	15.00	119.87
Third Offense			250.00	250.00	12.18	37.50	299.68
Residential Cart Services							
Extra Bulky Item Pick-Up - First Item	27.94	1.00	28.94	28.94	1.72	5.41	36.07
Extra Bulky Item Pick-Up - Each Additional Item	16.76	0.60	17.36	17.36	1.04	3.25	21.65
Temporary Bin Services							
Temporary Bin Charge	186.82	6.67	193.49	193.49	11.53	36.19	241.21
Temporary Bin with Scout Service	246.88	8.81	255.69	255.69	15.24	47.82	318.75
Temporary Bin Lock Lid Installation - Per Lock	33.36	1.19	34.55	34.55	2.05	6.45	43.05
Temporary Bin Extra Dump	180.15	6.43	186.58	186.58	11.11	34.89	232.58
Commercial Bin Services							
Permanent Bin Scout (Per Bin x Frequency)	7.26	0.26	7.52	7.52	0.45	1.41	9.38
Permanent Bin Lock Lid Installation - Per Lock	33.36	1.19	34.55	34.55	2.05	6.45	43.05
Permanent Bin Lock Lid Service - Per Lock x Frequency	16.02	0.57	16.59	16.59	0.98	3.11	20.68
Permanent Bin Clean-Out/Wash-Out	60.04	2.14	62.18	62.18	3.71	11.62	77.51
Permanent Bin Organic Waste Contamination Fee	281.37	10.04	291.41	291.41	17.36	54.49	363.26
Permanent Bin Extra Dump	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Excess Waste	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Excess Weight	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Dead-Run or Go-Back	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Delivery	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Exchange	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Removal	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Bin Exchange with Metal Lids	240.22	8.58	248.80	248.80	14.83	46.52	310.15
Permanent Bin Bin Fabrication Charge	306.92	10.96	317.88	317.88	18.93	59.44	396.25
Permanent Bin Waste Audit Fee			150.00	150.00	7.31	22.50	179.81
Industrial Roll-Off Services							
Roll-Off Dead-Run, or Go-Back	100.07	3.57	103.64	103.64	6.19	19.37	129.20
Roll-Off Relocation	133.46	4.76	138.22	138.22	8.24	25.85	172.31
Roll-Off Demurrage (Per Day - If No Dumps In 30 Days)	20.01	0.71	20.72	20.72	1.24	3.87	25.83
Roll-Off Roll-Top Rental	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Storage Box Delivery, Relocation, Removal	133.46	4.76	138.22	138.22	8.24	25.85	172.31

**Expiring June 30, 2032, each Single Family unit will receive three Carts comprising of one 96-gallon black cart for Solid Waste, one 96-gallon blue cart for source-separated Recyclable Materials, and one 96-gallon green cart for source-separated Organic Waste, collected once per week without charge. This excludes all other carts, services, and other fees provided to such customers or chargeable hereunder, which will be billed directly to customers effective immediately.

ATTACHMENT 2
RATE ADJUSTMENT
(AGREEMENT EXHIBIT “D”)

Maximum Service Rates

A. Annual Rate Adjustment

1. The Maximum Service Rates are set forth in Exhibit A. Subject to Section 8.8 of the Agreement, commencing July 1, 2023, and annually thereafter on July 1, the rates provided in Exhibit will be adjusted by the Annual Rate Adjustment, subject to Section 8.8 of the Agreement and this Exhibit D. For the purposes of this Exhibit, “Annual Rate Adjustment” means the annual adjustment of Maximum Service Rates set forth in Exhibit A by the percentage increase in CPI for the prior twelve (12)-month period (April 1 through March 31) plus one percent (1%) (i.e., CPI +1).

2. In any year where CPI exceeds six percent (6%), Exhibit A shall be adjusted by six percent (6%) pursuant to the Administrative Rate Adjustment process specified in Section C of this Exhibit herein, and that portion of CPI that exceeds six percent (6%) shall be agendized for a vote by the City Council as soon as practicable for approval or disapproval of a further adjustment of Exhibit A.

3. The City Council has the discretion to approve or disapprove that portion of CPI that exceeds six percent (6%), in whole or in part. If such adjustment is approved in whole or in part, Exhibit A will be further increased by the portion approved. If such adjustment is disapproved in full or in part by the City Council (“Disapproval”), the following procedures shall apply to the disapproved portion of CPI that exceeds six percent (6%):

a. Franchisee will present an accounting of the amounts otherwise due to Franchisee attributable to the disapproved portion of the Annual Rate Adjustment, including any amounts that would be offset by franchise fees as specified in Section A(3)(c) of this Exhibit.

b. City and Franchisee shall immediately meet and confer and agree to discuss a revised rate adjustment that may be acceptable; corresponding reductions in programs, services, or fees and payments otherwise due to City to compensate Franchisee for the total amount due to Franchisee that would have been recovered through the Annual Rate Adjustment formula but for the disapproved portion of the same; and/or City paying to keep identified services and programs that may be removed or reduced.

c. If City and Franchisee do not reach an agreement within ninety (90) days of Disapproval, or as extended by mutual agreement of the Parties (email communication acceptable), Franchisee will immediately offset the total cost of the invalidated rate(s) from the amounts otherwise due to City for franchise fees, or if franchise fees do not cover such total cost, City will elect within thirty (30) days to allow Franchisee to offset any remaining amounts that are not offset from franchise fees from other fees owed to City or to pay the remaining amounts directly to Franchisee from City funds (“Disapproval Offset”).

d. If Franchisee offsets the amounts due, then Franchisee shall provide monthly reports to the City Manager that provide the total costs being offset and the related services. If City elects to pay with City funds, the Franchisee shall provide a detailed invoice to the City for the balance of the fees owed. Such monies may be refunded to City upon mutual written agreement between the Parties. Franchisee may terminate the Agreement without cause or penalty, provided that Franchisee, as applicable, provides at least one-hundred eighty (180) days' prior written notice of termination to City and, during such period, cooperates with City to transition services to City or its designee. Franchisee's rights hereunder are in addition to any other rights of Franchisee upon the invalidation of rates that would otherwise be due to Franchisee.

4. No more than once annually, City may perform a financial review of Franchisee's records relating to the Disapproval Offset in accordance with Generally Accepted Auditing Standards, provided Franchisee approves a protocol to be developed by City to protect the confidentiality of such Franchisee records and Franchisee approval shall not be unreasonably delayed or denied. The cost of an audit hereunder shall be borne solely by Franchisee up to an amount of Twenty-Five Thousand Dollars (\$25,000), with such audit to be performed by a qualified firm without any conflict of interest and subject to Franchisee approval, which shall not be unreasonably delayed or denied.

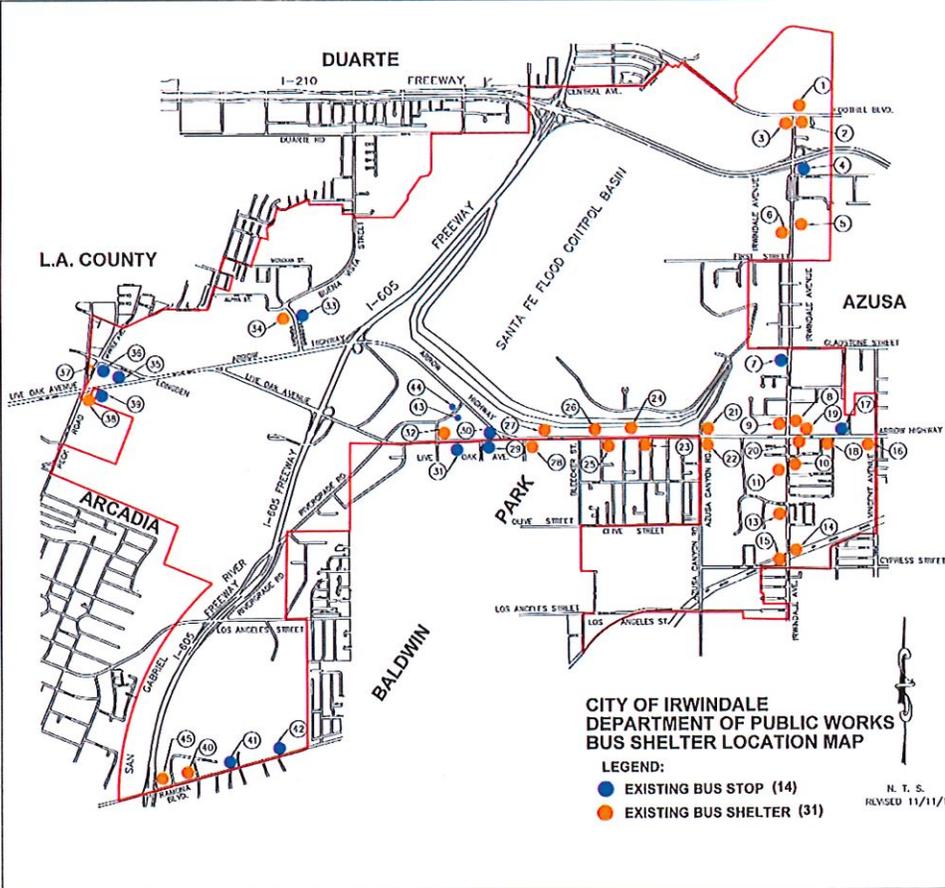
B. Special Rate Adjustment

Should any extraordinary events beyond the control of Franchisee impose or generate extraordinary costs in the performance of the Agreement, Franchisee may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Franchisee. For each such request, Franchisee shall prepare a schedule documenting the extraordinary events resulting in extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Franchisee in preparing the estimate of extraordinary costs resulting from the extraordinary events. City shall review Franchisee's request and, in City's sole judgment, make the final determination on the adjustment, provided, however, that approval of such request shall not be unreasonably withheld.

C. Administrative Rate Adjustments

Each rate adjustment shall be administrative, except for a Special Rate Adjustment, a rate adjustment under Section 6.1, or that portion of an Annual Rate Adjustment that exceeds six percent (6%). Franchisee shall provide the City Manager with calculations setting forth the proposed adjusted rate at least sixty (60) days prior to the proposed rate adjustment. The rate adjustment shall go into effect thereafter unless (i) the City elects to proceed with a Proposition 218 process in accordance with Section 8.8, or (ii) the City Manager objects on the basis that such adjustment is not consistent with any applicable Proposition 218 notice or incorrectly calculated (in which case the parties shall meet and confer and agree upon the proper application of the adjustment procedures set forth herein). Adjustments to the Maximum Rate that are allowed under this Agreement based on the Annual Rate Adjustment that do not exceed six percent (6%) are not discretionary but are a matter of right to Franchisee so long as Franchisee is not in default hereunder and the adjustments are approved in compliance with any Proposition 218 process applied under Section 8.8 at the City's election.

**ATTACHMENT 3
BUS SHELTERS
(AGREEMENT EXHIBIT "G")**



CITY OF IRWINDALE BUS SHELTER LOCATIONS			
BUS STOP	BSMS	DIRECTION OF TRAVEL	BUS ROUTE
1	39551	WB FOOTHILL	187
2	39549	EB FOOTHILL	185 & 187
3	39550	SB IRWINDALE	185
4	N/A	GOLD LINE AVE PADILLA	185
5	40278	NB IRWINDALE	185
6	40279	SB IRWINDALE	185
7	40283	SB IRWINDALE	185
8	40283	NB IRWINDALE	185
9	40284	SB IRWINDALE	185
10	40288	NB IRWINDALE	185
11	40289	SB IRWINDALE	185
13	41638	SB IRWINDALE	185
14	41642	NB IRWINDALE	185
15	41643	SB IRWINDALE	185
16	40277	EB ARROW HWY.	185
17	40275	WB ARROW HWY.	492
18	40274	EB ARROW HWY.	492
19	40286	WB ARROW HWY.	492
20	40287	EB ARROW HWY.	300
21	42582	WB ARROW HWY.	492
22	42583	EB ARROW HWY.	492
23	42588	EB ARROW HWY.	492
24	42589	WB ARROW HWY.	492
25	42591	EB ARROW HWY.	492
26	42590	WB ARROW HWY.	492
27	42592	WB ARROW HWY.	492
28	42593	EB ARROW HWY.	492
29	42392	EB LIVE OAK AVE.	492
30	42391	WB LIVE OAK AVE.	492
31	41915	EB LIVE OAK AVE.	492 & 272
32	N/A	WB LIVE OAK AVE.	492 & 272
33	42387	NB AVEDINA BARBOSA	272
34	42388	SB AVEDINA BARBOSA	272
35	N/A	WB LIVE OAK AVE.	492
36	11462	NB MYRTLE	270
37	7121	SB MYRTLE	270
38	10910	NB PCK	270
39	35311	EB LIVE OAK AVE.	492
40	8145	WB RAMONA AVE.	190 & 488
41	8141	WB RAMONA AVE.	190 & 488
42	8151	WB RAMONA AVE.	190
43	42390	NB RIVERGRADE RD	272
44	42389	SB RIVERGRADE RD	272
45	8146	WB RAMONA AVE.	

CITY OF IRWINDALE
DEPARTMENT OF PUBLIC WORKS
BUS SHELTER LOCATION MAP

ATTACHMENT 4

BUS SHELTER PRICING BREAKDOWN

(AGREEMENT EXHIBIT "G-1")

Scope of Services and Fee Schedule for Bus Shelter/Stop Maintenance

Service Type	Description	Item Cost	Cost
Porter Service – <i>(Weekly)</i>	Weekly porter services for up to forty-four (44) bus shelters/stops. Includes emptying of waste receptacles, litter pickup, and graffiti removal.	\$929.19 <i>(Weekly Cost)</i>	\$ 48,318.05 <i>(Annual Cost)</i>
Pressure Washing –	Monthly pressure washing of all interior and exterior visible metal and concrete surfaces, and glass and plexiglass surfaces. Maintained area includes areas within five (5) feet of outer edges of any bus stop/shelter and that property which is part of the public right-of-way.	\$2,022.93 <i>(Monthly Cost)</i>	\$ 24,275.18 <i>(Annual Cost)</i>
Special Service Requests (SSR) –	Any and all additional bus shelter maintenance requests above and beyond the scope outlined above.	\$150 Per Hour <i>(As Requested)</i>	N/A

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2022, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER INDIVIDUAL	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> CORPORATE OFFICER	
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
_____	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	

_____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

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<input type="checkbox"/> GUARDIAN/CONSERVATOR	NUMBER OF PAGES
<input type="checkbox"/> OTHER _____	
_____	_____
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	

	SIGNER(S) OTHER THAN NAMED ABOVE

