

[Amendment Attachment 1]

Appendix B

Table B.4.2- Cost Components for Rate Adjustment Indices

<u>Cost Component Category</u>	<u>Initial Weightings (Cart/Bin) For 7/1/2026 Adjustment</u>	<u>Initial Weightings (Roll-off) For 7/1/2026 Adjustment</u>	<u>Rate Adjustment Factor</u>
Labor	27.2%	76.92%	Change in the highest-level rate for the "Driver A/8" Classification to be in effect as of the date the new rates go into effect (July 1st) under the Agreement between local haulers and Package and General Utility Drivers Local Union 396, International (1)
Fuel	2.14%	7.94%	Producer Price Index WPU 0531, Fuels and related products and power, natural gas
Equipment	8.68%	0.00%	Producer Price Index, PCU336120336120, Heavy duty truck manufacturing
Disposal/Green Waste	58.44%	0.00%	Consumer Price Index for All Urban Consumers (CUURA421 SAO), Los Angeles -Long Beach-Anaheim, CA, all items, capped at 5% (increases over 5% roll to subsequent years)
All Other	3.52%	15.14%	Consumer Price Index for All Urban Consumers (CUUROOOOSAOL 1 E), U.S. City average, all items less food and energy index
Total	100%	100%	

Appendix E

Approved Rate Schedule

1. Bundled Rates

As of July 1, 2026 all Customers will receive Bundled Service as outlined in Section 5.3 of the Agreement.

- Single-family and Multi-Family Units (4 units or less) using Carts will be billed at Residential Cart rate.
- Multi-Family Units (4 units or less) using Bins will be billed at Multi-Family with 4 Units or Less - Residential Bin Refuse Collection Net Rate Schedule
- All other Customers will be billed at Commercial & Multi-Family With 5 Units Or More - Bin Refuse Collection Net Rate Schedule

The bundled rate schedules are set forth in Tables A, B and C below for each “Classification.”

Contractor, after consultation with the Customer per Section 5.3.2, may adjust the foregoing default service level.

The applicable bundled rate is determined by the service level selected.

If the Customer elects to, or the Contractor recommends, increase the level of service for Recycling and/or Organic service beyond the default levels specified in Section 5.3 of the Agreement, the applicable additional cost shall be as set forth in Table B (Recycling) or Table C (Organics), as applicable.

If the Customer adds additional Containers in lieu of the default included Container, the rate associated with the included container shall be credited to the Customer, and the Customer shall pay the net rate reflecting the upgraded service level as shown in the applicable table.

In order to comply with all CalRecycle regulations and the Redondo Beach Municipal Code (“RBMC”), Customers are required to receive trash, Recycling and Organics service. If a Commercial Customer receives a waiver as per RBMC, that Customer may receive a credit of 80% of the Organics service charge.

2. Bin Scout Service

The Bin Scout Fee is a monthly rate per trash Bin and per frequency. The Bin Scout Fee will apply to the Collection of trash Bins only. The Bin Scout Fee will not be applied to Containers (Carts or Bins) in other waste streams. The Bin Scout Fee is subject to rate adjustments outlined in Exhibit B.

City of Redondo Beach - Annual Rate Adjustment Residential Cart Service Collection Net* Rate Schedule

** (Net Rates Below Do Not Include City Fees)*

Effective July 1, 2026

RESIDENTIAL CART SERVICE	NET RATE
Residential Cart Service Net Rate - unlimited refuse, recycling, and green waste	\$ 29.86
Push-out/Push-back Service	\$ 9.98
Additional Cart Exchange - above once every six months	\$ 50.42
Optional HHW Door-To-Door Collection Program (if requested by City) - to be collected in addition to residential cart service rate for residential cart customers and to the per unit recycling collection fee for multi-family bin customers	\$ 1.24

City of Redondo Beach - Annual Rate Adjustment

Multi-Family with 4 Units or Less - Residential Bin Refuse Collection Net Rate Schedule

(Net Rates Below Do Not Include City Fees)

Effective July 1, 2026

Notes: X means collection frequency per week, WK means week.

In addition to the base rates per the table above, the following monthly charges will be applied:

Recycling Service Charge: \$3.99 per unit.

City Fees: Administration \$0.99 per unit, Household Hazardous Waste \$0.91 per unit, and 4.25% of base rate for AB 939.

A. BUNDLED SERVICE

BIN SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	7X WK	Extra
1 Cubic Yard Solid Waste Bin	\$ 150.56	\$ 260.66	\$ 370.77	\$ 458.44	\$ 563.01	\$ 667.63	\$ 772.19	\$ 131.99
1.5 Cubic Yard Solid Waste Bin	\$ 154.65	\$ 268.57	\$ 382.46	\$ 496.39	\$ 610.23	\$ 724.15	\$ 838.10	\$ 131.99
2 Cubic Yard Solid Waste Bin	\$ 171.30	\$ 301.02	\$ 430.80	\$ 556.16	\$ 670.66	\$ 785.07	\$ 903.93	\$ 131.99
3 Cubic Yard Solid Waste Bin	\$ 192.03	\$ 341.42	\$ 490.76	\$ 623.00	\$ 751.76	\$ 885.43	\$ 1,048.75	\$ 131.99
4 Cubic Yard Solid Waste Bin	\$ 212.69	\$ 381.73	\$ 538.17	\$ 678.80	\$ 836.28	\$ 983.65	\$ 1,150.42	\$ 131.99
6 Cubic Yard Solid Waste Bin	\$ 254.13	\$ 462.59	\$ 639.11	\$ 819.95	\$ 967.21	\$ 1,147.13	\$ 1,314.04	\$ 131.99
3 Cubic Yard Solid Waste Compactor	\$ 290.25	\$ 535.40	\$ 780.65	\$ 1,025.87	\$ 1,271.11	\$ 1,516.37	\$ 1,761.58	\$ 273.23
4 Cubic Yard Solid Waste Compactor	\$ 323.86	\$ 598.53	\$ 873.13	\$ 1,147.83	\$ 1,422.48	\$ 1,697.15	\$ 1,971.76	\$ 273.23

Locking Lids (Optional)	\$ 12.48	\$ 20.02	\$ 27.53	\$ 35.02	\$ 42.49	\$ 50.01	\$ 57.47	\$ -
Bin Scout Service (Optional)	\$ 32.29	(monthly rate per trash bin and per frequency)						
Recycling Service (Required)	\$ 3.99	per unit for Recyclable Collection from Multi-family bin customers (required)						

B. ADDITIONAL RECYCLING CONTAINERS

BIN SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	7X WK	Extra
Commercial Cart (96G)	\$ 41.70	\$ 82.53	\$ 123.36	\$ 164.21	\$ 205.04	\$ 245.88	\$ 286.71	\$ 131.99
1 Cubic Yard Recycle Waste Bin	\$ 52.45	\$ 99.47	\$ 146.51	\$ 193.54	\$ 240.59	\$ 287.63	\$ 334.65	\$ 131.99
1.5 Cubic Yard Recycle Waste Bin	\$ 59.05	\$ 112.29	\$ 165.52	\$ 218.76	\$ 271.99	\$ 325.22	\$ 378.46	\$ 131.99
2 Cubic Yard Recycle Waste Bin	\$ 65.78	\$ 125.21	\$ 184.64	\$ 244.08	\$ 303.51	\$ 362.94	\$ 422.38	\$ 131.99
3 Cubic Yard Recycle Waste Bin	\$ 78.83	\$ 150.66	\$ 222.50	\$ 294.31	\$ 366.14	\$ 437.97	\$ 509.80	\$ 131.99
4 Cubic Yard Recycle Waste Bin	\$ 92.25	\$ 176.47	\$ 260.71	\$ 344.92	\$ 429.15	\$ 513.38	\$ 597.60	\$ 131.99
6 Cubic Yard Recycle Waste Bin	\$ 120.55	\$ 229.57	\$ 338.59	\$ 447.62	\$ 556.62	\$ 665.65	\$ 774.66	\$ 131.99
3 Cubic Yard Recycle Waste Compactor	\$ 197.33	\$ 375.63	\$ 553.93	\$ 732.22	\$ 910.52	\$ 1,088.82	\$ 1,267.11	\$ 273.23
4 Cubic Yard Recycle Waste Compactor	\$ 236.47	\$ 451.96	\$ 667.46	\$ 882.94	\$ 1,098.43	\$ 1,313.91	\$ 1,529.41	\$ 273.23

C. ADDITIONAL ORGANICS CONTAINERS

BIN SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	7X WK	Extra
35 or 64 Gallon Organics Cart	\$ 34.76	\$ 68.85	\$ 102.92	\$ 137.01	\$ 171.09	\$ 205.18	\$ 239.27	\$ 131.99
96 Gallon Organics Cart	\$ 36.68	\$ 72.62	\$ 108.56	\$ 144.51	\$ 180.46	\$ 216.39	\$ 252.33	\$ 131.99

City of Redondo Beach - Annual Rate Adjustment
Commercial & Multi-Family With 5 Units Or More - Bin Refuse Collection Net Rate
Schedule

(Net Rates Below Do Not Include City Fees)
 Effective July 1, 2026

Notes: X means collection frequency per week, WK means week.

In addition to the base rates per the table above, the following monthly charges are applied:

City Fees: 9.15% of base rate for Administration and 4.25% of base rate for AB 939.

A. BUNDLED SERVICE

BIN SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	7X WK	Extra
Commercial Cart (96G)	\$ 174.06	\$ 335.06	\$ 496.25	\$ 657.30	\$ 818.41	\$ 979.45	\$ 1,140.50	\$ 178.36
1 Cubic Yard Solid Waste Bin	\$ 213.17	\$ 382.74	\$ 552.38	\$ 687.50	\$ 848.60	\$ 1,009.71	\$ 1,170.80	\$ 178.36
1.5 Cubic Yard Solid Waste Bin	\$ 219.42	\$ 394.86	\$ 570.40	\$ 745.87	\$ 921.38	\$ 1,096.80	\$ 1,272.32	\$ 178.36
2 Cubic Yard Solid Waste Bin	\$ 245.14	\$ 444.99	\$ 644.90	\$ 837.98	\$ 1,014.35	\$ 1,190.68	\$ 1,373.81	\$ 178.36
3 Cubic Yard Solid Waste Bin	\$ 277.02	\$ 507.16	\$ 737.30	\$ 940.99	\$ 1,139.28	\$ 1,345.31	\$ 1,596.85	\$ 178.36
4 Cubic Yard Solid Waste Bin	\$ 308.93	\$ 569.34	\$ 810.34	\$ 1,026.99	\$ 1,269.60	\$ 1,496.55	\$ 1,753.49	\$ 178.36
6 Cubic Yard Solid Waste Bin	\$ 372.75	\$ 693.79	\$ 965.85	\$ 1,247.68	\$ 1,471.30	\$ 1,748.47	\$ 2,005.55	\$ 178.36
2 Cubic Yard Solid Waste Compactor	\$ 264.91	\$ 485.81	\$ 706.74	\$ 927.64	\$ 1,148.63	\$ 1,369.55	\$ 1,590.49	\$ 369.23
3 Cubic Yard Solid Waste Compactor	\$ 380.01	\$ 711.34	\$ 1,042.73	\$ 1,374.08	\$ 1,705.56	\$ 2,036.96	\$ 2,368.34	\$ 369.23
4 Cubic Yard Solid Waste Compactor	\$ 425.46	\$ 796.61	\$ 1,167.73	\$ 1,538.92	\$ 1,910.06	\$ 2,281.26	\$ 2,652.37	\$ 369.23
Locking Lids (Optional)	\$ 12.48	\$ 20.02	\$ 27.53	\$ 35.02	\$ 42.49	\$ 50.01	\$ 57.47	\$ -
Bin Scout Service (Optional)	\$ 32.29	(Monthly rate per trash bin and per frequency)						

B. ADDITIONAL RECYCLING CONTAINERS

BIN SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	7X WK	Extra
Commercial Cart (96G)	\$ 64.21	\$ 127.13	\$ 190.02	\$ 252.92	\$ 315.84	\$ 378.73	\$ 441.63	\$ 178.36
1 Cubic Yard Recycle Waste Bin	\$ 80.77	\$ 153.23	\$ 225.69	\$ 298.13	\$ 370.59	\$ 443.03	\$ 515.48	\$ 178.36
1.5 Cubic Yard Recycle Waste Bin	\$ 90.97	\$ 172.95	\$ 254.95	\$ 336.96	\$ 418.95	\$ 500.96	\$ 582.96	\$ 178.36
2 Cubic Yard Recycle Waste Bin	\$ 101.31	\$ 192.86	\$ 284.42	\$ 375.96	\$ 467.50	\$ 559.05	\$ 650.59	\$ 178.36
3 Cubic Yard Recycle Waste Bin	\$ 121.41	\$ 232.06	\$ 342.71	\$ 453.33	\$ 563.98	\$ 674.62	\$ 785.27	\$ 178.36
4 Cubic Yard Recycle Waste Bin	\$ 142.09	\$ 271.83	\$ 401.57	\$ 531.30	\$ 661.03	\$ 790.77	\$ 920.50	\$ 178.36
6 Cubic Yard Recycle Waste Bin	\$ 185.69	\$ 353.62	\$ 521.55	\$ 689.47	\$ 857.39	\$ 1,025.31	\$ 1,193.24	\$ 178.36
2 Cubic Yard Recycle Waste Compactor	\$ 303.96	\$ 578.59	\$ 853.24	\$ 1,127.87	\$ 1,402.50	\$ 1,677.15	\$ 1,951.78	\$ 369.23
3 Cubic Yard Recycle Waste Compactor	\$ 364.26	\$ 696.18	\$ 1,028.09	\$ 1,360.01	\$ 1,691.93	\$ 2,023.87	\$ 2,355.79	\$ 369.23
4 Cubic Yard Recycle Waste Compactor	\$ 426.27	\$ 815.48	\$ 1,204.69	\$ 1,593.89	\$ 1,983.09	\$ 2,372.30	\$ 2,761.51	\$ 369.23
6 Cubic Yard Recycle Waste Compactor	\$ 557.08	\$ 1,060.85	\$ 1,564.62	\$ 2,068.40	\$ 2,572.16	\$ 3,075.94	\$ 3,579.71	\$ 369.23

C. ADDITIONAL ORGANICS CONTAINERS

BIN SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	7X WK	Extra
----------	-------	-------	-------	-------	-------	-------	-------	-------

35 or 64 Gallon Organics Cart	\$ 34.76	\$ 68.85	\$ 102.92	\$ 137.01	\$ 171.09	\$ 205.18	\$ 239.27	\$ 178.36
96 Gallon Organics Cart	\$ 36.68	\$ 72.62	\$ 108.56	\$ 144.51	\$ 180.46	\$ 216.39	\$ 252.33	\$ 178.36

City of Redondo Beach - Annual Rate Adjustment

Commercial Additional Services Collection Net Rate Schedule

(Net Rates Below Do Not Include City Fees)

Effective July 1, 2026

**No Multi-Family Unit will be assessed Bulky Item Waste Pick-Up regardless of Classification in 5.3.1

ADDITIONAL BIN and OTHER FEES	RATE
3 Yard Temp Bin	\$287.20 / dump
3YDT / rental per day beyond 7 days	\$27.15 / day
Com**Bulky Waste Pick-up	\$85.02/item
Bin Re-delivery Fee (if bins are pulled for non-payment)	\$153.07 / bin
Container Cleaning (over once per year)	\$153.07 / cleaning
Container Overflow Fee (per section 5.4.5 of Agreement)	\$102.04 / event
Com HHW Collection	\$85.02 / item

**City of Redondo Beach - Annual Rate Adjustment
Other Refuse Collection Net Rate Schedule**

(Net Rates Below Do Not Include City Fees)

Effective July 1, 2026

OTHER FEES	RATE
Pier Compactor / pull	\$207.38 / dump
Pier Compactor / ton	\$91.51 / ton
Pier Compactor / ton (Organics)	\$175 / ton
Rolloff / haul	\$ 450/ haul
Rolloff disposal/ ton	Posted gate rate/ ton
Container Contamination Clean-Up Fee (all sizes, Recycling and Organics)	\$70.12 / Occurrence
Return Trip Charge	\$92.74 / trip
Emergency Service Rate	\$155.61 / hour
HHW Event (per Appendix D of Agreement)	\$51,135.76 / event

[Amendment Attachment 2]

Appendix I

SB 1383 Program

1. **General.** As provided herein, Contractor shall (i) provide account site visits and reviews, and the tracking thereof; (ii) support City public education and outreach efforts; (iii) meet with CalRecycle staff; (iv) provide Organic Waste tonnage data to both City and CalRecycle; and (v) provide Organic Waste Collection services in connection with the materials specified in Appendix I.1 and subject to change in compliance with applicable law.

2. **Changes in Default Service.** The default service requirements of Organic Waste Collection are specified in Section 5.3.1 of the Agreement. Any adjustments to the default service will be conducted pursuant to Section 5.3.2 with charges specified in Exhibit E.

3. **Education and Outreach.**

A. Contractor shall provide, and City must approve, education and outreach activities and to create and disseminate educational materials to Customers in compliance with 14 CCR Section 18985.1. In accordance with the foregoing, Contractor will provide the education information required in 14 CCR Section 18985.1 by providing regularly scheduled notices, education materials, billing inserts, or other information disseminated to Customers.

B. The Contractor will provide Customer outreach coordinators to assist Customers and the City with meeting the requirements of SB1383 and other diversion programs. Coordinators shall be available to visit Multi-Family and Commercial Customers, civic groups, school assemblies and other public meetings to promote and explain Recycling and Organics programs, and participate in demonstrations and civic events.

C. Contractor shall maintain records of its education and outreach activities and provide this information in the Athens Dashboard portal and upon request to City. As outlined in this Section, City will cooperate with Contractor with respect to the education and outreach activities and creation and dissemination of educational materials hereunder.

4. **Reporting.** Contractor shall prepare and maintain the records identified in 14 CCR Section 18995.2(f), arising from the Organic Waste services performed by Contractor and assist City in reporting such information. Contractor will provide an annual report of the following: (i) the tons of Organic Waste Collected by route, with map of routes; (ii) the total number of Generators that receive each type of Organic Waste Collection service provided by Contractor; (iii) the number of Organic Waste Collection Containers distributed by size and Customer type; and (iv) annual totals of Organic Waste processed including Facility name and location. On a monthly basis the Contractor will report: i) details of route reviews conducted; ii) warning notices issued for contaminated Containers; iii) a summary of complaints and resolutions including changes to services or charges assessed; and iv) a summary of outreach activities and results of outreach related to SB1383 compliance. Contractor shall provide other records to City within ten (10) business days of a request. Contractor shall provide City with business hours access to and any necessary training for use of a Contractor-hosted records systems in order to validate Contractor performance in accordance with the Organic Waste program specified in this Appendix.

5. **Recovered Organic Waste Products.**

A. Beginning July 1, 2026, Contractor shall procure and provide to, or cause to procure and provide, 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 Section 18993. Contractor may meet this obligation by one or more of the following activities, as determined by Contractor: (i) the use of CRNG in collection vehicles, provided such CRNG complies with 14 CCR Section 18993.1; and/or (ii) sufficient tons of Compost or mulch. Further, Contractor may utilize other methods approved by CalRecycle or applicable law to ensure that the City achieves the procurement requirements.

B. Contractor shall comply with the recordkeeping and verification requirements of 14 CCR Section 18993.1 and 14 CCR Section 18993.2, as applicable, including but not limited to, records sufficient to evidence the procurement of recovered Organic Waste products made by Contractor on behalf of City. City shall notify Contractor as soon as practicable of any third-party request under the California Public Records Act (excluding any request by CalRecycle) to review or copy documents provided to City in connection with or related to this Section 5.

6. **Containers.**

A. **Container Color.** Notwithstanding any provision in this Agreement to the contrary, all Containers provided by Contractor to Customers must comply with the color requirements specified in 14 CCR Section 18984.7 under the timelines and requirements of such section. 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) Refuse Container bodies and lids shall be black or gray; (ii) Recycling Container bodies and/ lids shall be blue; and (iii) Organic Waste Container bodies and lids shall be green. Hardware such as hinges and wheels on the Containers may be a different color than specified herein.

B. **Container Labeling.** Contractor shall, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each new Container that has been provided by Contractor to a Customer 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. Existing Containers shall be furnished with labeling in accordance with 14 CCR Section 18984.8.

C. **Container Cleaning.** Notwithstanding any other provision of the Agreement to the contrary, the Commercial Organic Waste Recycling Carts will be cleaned or exchanged by Contractor, upon request of Customer, once annually at no additional charge. Customer may request additional cleaning as needed to reduce odor and vector issues subject to the rates in Appendix E.

7. **Route Reviews and Waste Evaluations.** In accordance with 14 CCR Section 18984.5, Contractor shall conduct route reviews unless Contractor elects to conduct waste evaluations. If Contractor elects to conduct waste evaluations, Contractor shall provide City advance written notice. No charges shall be assessed to Customers associated with findings of Route Reviews.

A. **Route Reviews.** If Contractor elects to perform route reviews, commencing July 1, 2026, Contractor shall conduct route reviews for Prohibited Container Contaminants consistent with and as defined in 14 CCR Section 18984.5(b) in a manner deemed safe by

Contractor such that all hauler routes are reviewed annually. Containers may be randomly selected along hauler routes. Contractor shall develop a hauler review methodology in compliance with 14 CCR Section 18984.5(b) and submit it to City not more than annually upon the request of City.

B. **Waste Evaluations.** If Contractor elects to perform waste evaluations, at least twice per year, in two distinct seasons of the year, Contractor shall conduct waste characterizations at Facilities owned or operated by Contractor, pursuant to 14 CCR Section 18984.5(c). City maintains the right to observe, or hire a third party to observe, the waste evaluations.

8. **Collection Routes.** To the extent permitted by Applicable Law, Contractor may Collect source separated Organic Waste from multiple cities within one Organic Waste route and, if so, will report to City source-separated Organic Waste tonnage among the cities by volume or other metric required by Applicable Law.

9. **Ongoing Contamination Protocols and Container Clean-Up Fees.** In order to discourage Prohibited Container Contaminants, Contractor shall implement the protocols, as specified herein.

A. **First Contamination Event.** Upon the first discovery of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will Collect the contaminated waste if safe to do so, treat the waste as Refuse for handling and billing purposes, and affix a "Contamination Notice" to any Container with contaminated waste. Contractor shall also report issuance of any such notices to City. The Contamination Notice will contain instructions on the proper procedures for sorting waste, and Contractor 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 every subsequent discovery of Prohibited Container Contaminants, the Customer may be charged a contamination "Clean-up Fee" for each contaminated Container, and (ii) for the fifth and subsequent discovery of Prohibited Container Contaminants, the Customer may be charged a contamination "Clean-up Fee" for each contaminated Container and Contractor may increase the size of the Customer's Container or require an additional Container(s). Contractor 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. **Second Contamination Event.** Upon the second discovery of Prohibited Container Contaminants within a given calendar year starting January 1, the protocols specified for a first contamination event shall apply.

C. **Third Contamination Event.** Upon the third discovery of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will Collect the waste in the contaminated Container(s) if safe to do so, treat the waste as Refuse for handling and billing purposes, and affix a Contamination Notice to the contaminated Container. Contractor may also elect to charge the contamination "Clean-up Fee" for the contamination event. For any assessed contamination "Clean-up Fee," Contractor must provide digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants to Customer and City.

D. **Fourth Contamination Event.** Upon the fourth discovery of Contamination within a given calendar year starting January 1, the protocols specified for a third contamination event shall apply.

E. 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, Contractor will Collect the waste in the contaminated Container(s) if safe to do so, treat the waste as Refuse for handling and billing purposes, and charge a contamination “Clean-up Fee” for each event. For any assessed contamination “Clean-up Fee,” Contractor must provide digital/visual documentation of Contractor’s discovery of Prohibited Container Contaminants to Customer and City. Upon five (5) business days’ notice to City and the Customer, Contractor may (i) increase the size of the Customer’s Container, require additional Containers to accommodate excessive Prohibited Container Contaminants, or increase Collection frequency; (ii) impose a contamination “Clean-up Fee” per discovery of Contamination until the Customer has demonstrated Prohibited Container Contaminants are not in Containers for a period of three (3) consecutive months; and/or (iii) provide notice that Contractor has recommended that City commence Notice of Violation enforcement. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Customers in order to secure discontinuance of the Prohibited Container Contaminants.

F. Disputes. If a Customer disputes, in writing, an assessment of a contamination “Clean-up Fee” within thirty (30) days of the assessment, Contractor will temporarily halt any such assessment and Contractor may request a ruling by the Public Works Director, or their designee, to resolve the dispute. A request by Contractor to the Public Works Director to rule on any such dispute must be filed within ten (10) business days of a Customer’s written dispute, and Contractor must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the Public Works Director, or their designee, will rule on the dispute within ten (10) business days, and the Public Works Director’s, or their designee’s, decision on resolving the dispute between Customer and Contractor will be final.

G. Contamination Event Reset. For any Customer that has been charged a contamination “Clean-up Fee,” has paid the contamination “Clean-up Fee,” and has not had any Contamination Events for a period of ninety (90) consecutive days following the last Contamination Event, Contractor will reset the calculation of Contamination Events, so that if there is a subsequent Contamination Event, it shall be considered the First Contamination Event, the next as a Second Contamination Event, etc. Customers shall be limited to one (1) Contamination Event Reset per calendar year.

10. **Edible Food Recovery.**

A. Identification of Commercial Edible Food Generators. No later than July 1, 2026 and annually every January 1 thereafter, Contractor 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. Contractor will coordinate food rescue and donation efforts with each Customer deemed to generate Organic Waste as required by CalRecycle. Contractor will work with food generating establishments to capture any currently unreported donation efforts, provide educational outreach material to food service sales representatives and food generating establishments, and add information on food non-profits on the Contractor’s City-dedicated Dashboard and website.

B. Identification of Edible Food Recovery Organizations. To support City’s efforts to promote Edible Food Recovery programs, Contractor shall maintain, and update annually each January 1, a list of Food Recovery Organizations and Food Recovery Services and information

about Edible Food Recovery on Contractor's website, which is specific to City and shall provide a link to information about City's Edible Food Recovery programs on Contractor's website.

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

11. **Waivers.** City may provide Contractor waivers as follows: (a) in the event a Customer receives a waiver from the City in accordance with Section 5-2.805 of the Municipal Code; (b) upon Contractor's request, in the event of a disaster, City may grant Contractor a waiver of some or all discarded materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle; (c) Contractor may, but is not required to, separate or recover Organic Waste that City removes from homeless encampments and illegal Disposal sites as part of an abatement activity to protect public health and safety; and/or (d) Contractor may dispose of rather than process specific types of Organic Waste and/or Recyclable Materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by City or until City provides notice that the quarantine has been removed and directs Contractor to transport the materials to Facilities designated by Contractor for such material.

12. **Organic Waste Ordinance; Enforcement.** City will enforce its SB 1383 Ordinance in accordance with Section 5-2.813 of the RBMC. . Contractor shall not be liable for any claims, actions, obligations, demands, damages, liabilities, costs, or expenses for any damages or injuries caused by or arising from (i) the failure of Customers to accept Organic Waste Collection services, or (ii) the suspension or termination of services upon nonpayment in whole or in part by Customers, provided Contractor reports such instances of noncompliance or nonpayment to City for code enforcement.

13. **SB 1383 Program; Guarantee.** Contractor will provide staff, labor, and materials to assist City with its compliance with SB 1383, as specified in this Appendix I. Upon notice from City, Contractor shall be deemed in material breach of the Agreement subject to at least ninety (90) days to cure, in the event CalRecycle determines that the requirements of SB 1383 have not been satisfied: (i) due to the sole failure of Contractor to meet its obligations under this Agreement with respect to the waste stream Collected by Contractor; or, (ii) due to Contractor's delay in providing information required under this Agreement that prevents City from submitting reports to CalRecycle in a timely manner (each, a "Noncompliance Event"). Upon any Noncompliance Event, City shall be entitled to the reimbursement of penalties and/or fines assessed by CalRecycle against City to the extent the penalties and/or fines arise from the Noncompliance Event. Notwithstanding other provisions of this Agreement, Contractor's obligations hereunder shall be limited by Public Resources Code Section 40059.1.

**APPENDIX I.1
LIST OF ACCEPTABLE ORGANIC WASTE MATERIALS**

(The list of acceptable organic waste materials will be updated from time to time with agreement of City and Contractor to maintain compliance with all applicable laws and regulations, including CalRecycle regulations.)

GREEN WASTE

- Flower and hedge trimmings
- Grass clippings
- Leaves and branches
- Weeds
- Lumber*
- Scrap wood*
- Plywood*

**Not painted or treated*

FOOD SCRAPS

- Bread, rice, and pasta
- Cheese and dairy
- Coffee grounds and filters
- Fruits and vegetables
- Flowers and herbs
- Meat, bones, and poultry
- Seafood and soft shells
- Pet food (nonmedicated)

FOOD-SOILED PAPER*

- Food-stained paper
- Paper egg cartons
- Paper napkins
- kitchen paper towels
- Pizza boxes
- Plates
- To-go boxes (no coating)
- Wood and fiber-based utensils

**Must be 100% fiber-based. No materials with - plastic, wax, or bioplastic coating, liner, or lamin.*

UNACCEPTED ITEMS

- All plastics
- Cacti, succulents, and yucca
- Compostable plastics (bioplastics)
- Coffee cups and pods
- Fats, oils, and grease
- Food stickers (please remove from items)
- Gloves
- Hard shells (clams, mussels, oysters)
- Medication
- Palm fronds
- Paper napkins with cleaning chemicals
- Paper towels with cleaning chemicals
- Parchment and wax paper
- Pet waste
- Rocks and soil
- Rubber bands and twist ties
- Tea bags
- Textiles
- Tissues and wet wipes