

2022 AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, as previously amended, is hereby amended as follows:

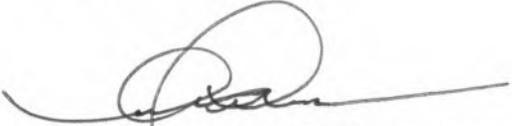
Replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2021 with  
Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2022.

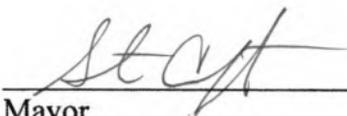
The Agreement of April 28, 2009, as previously amended, is reaffirmed in all other aspects.

Dated the 28th day of June, 2022.

SERVICE PROVIDER

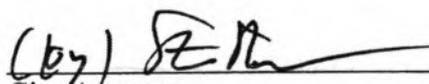
CITY OF LAKEWOOD

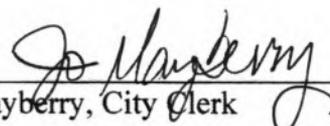
  
\_\_\_\_\_  
EDCO WASTE SERVICES, LLC

  
\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

ATTEST:

(by)   
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Jo Mayberry, City Clerk

## Appendix B

### CITY OF LAKEWOOD RATE SCHEDULE

Effective July 1, 2022

#### RESIDENTIAL COLLECTION SERVICES

Service	Agreement Reference	CONTRACTOR Fee or Payment	
<b>Fiscal Year 2021-2022</b>			
Single Family Residential Collection "Base Rate"	8. A.	\$480,404.06	Per Month Residential Billing equivalent (1) Per Unit Residential Billing equivalent
Residential Units: Base Number on January 1, 2021	8. A.	22,773	
Residential Unit Adjustment Factor	8. A.	\$21.0953	
<b>Fiscal Year 2022-2023</b>			
Residential Units Demolished	8. A.	0	
Residential Units Constructed	8. A.	25	
Residential Units: Base Number on January 1, 2022	8. A.	22,798	
Blended Escalation Rate		6.0730%	
Residential Billing Adjustment Factor	8. A.	\$22.3765	
Single Family Residential Collection "Base Rate"	8. A.	\$510,138.41	Per Month, Effective July 1, 2022
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month (2)
Extra green waste Cart (beyond three)		\$3.50	Per unit per month (2)
Excess collection charge for non-greenwaste bagged refuse		\$22.86 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to a percentage adjustment commencing July 1, 2013, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index January to January". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and EDCO Signal Hill Transfer Station on January 1st of every year, and annually thereafter, as compared to the average of those rates on January 1st of the prior year.

<sup>(1)</sup> The number of Residential Units for 2021 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

2021 AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, as previously amended, is hereby amended as follows:

Replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2020 with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2021.

*The following paragraphs shall be added:*

3. **SCOPE OF SERVICES**

**B. CONTRACTOR'S Regular Operations**

(15) CONTRACTOR shall implement a comprehensive Organics Collection and Recycling Program, described in CONTRACTOR'S proposal dated January 12, 2021, attached hereto as Appendix C and made a part hereof. Effective January 1, 2022, the compensation for this additional program shall be as stated on Appendix B, attached hereto and made a part hereof. Preparation for the implementation of the Organics Collection and Recycling Program shall begin in July 2021, with a schedule to be determined in coordination with city staff. Collection and recycling services shall begin on January 3, 2022.

(16) Beginning July 1, 2021, CONTRACTOR shall assume the responsibility for billing for and collection of additional cart services provided under this agreement.

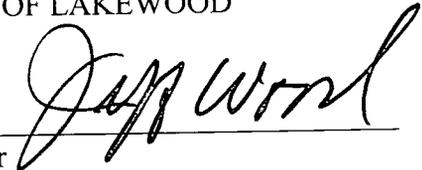
The Agreement of April 28, 2009, as previously amended, is reaffirmed in all other aspects.

Dated the 8th day of June, 2021.

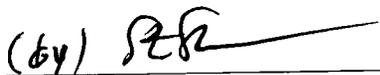
SERVICE PROVIDER

  
EDCO WASTE SERVICES, LLC

CITY OF LAKEWOOD

  
Mayor

APPROVED AS TO FORM:

(by)   
City Attorney

ATTEST:

  
Jo Mayberry, City Clerk

## Appendix B

### CITY OF LAKEWOOD RATE SCHEDULE

Effective July 1, 2021

#### RESIDENTIAL COLLECTION SERVICES

Service	Agreement Reference	CONTRACTOR Fee or Payment	
<b>Fiscal Year 2020-2021</b>			
Single Family Residential Collection "Base Rate"	8. A.	\$444,919.81	Per Month
Residential Units: Base Number on January 2, 2020	8. A.	22,773	Residential Billing equivalent (1)
Residential Unit Adjustment Factor	8. A.	\$19.5372	Per Unit Residential Billing equivalent
<b>Fiscal Year 2021-2022</b>			
Residential Units Demolished	8. A.	0	
Residential Units Constructed	8. A.	0	
Residential Units: Base Number on January 1, 2021	8. A.	22,773	
Blended Escalation Rate		2.4475%	
Residential Billing Adjustment Factor	8. A.	\$20.0154	
Single Family Residential Collection "Base Rate"	8. A.	\$455,809.22	Per Month, Effective July 1, 2021
Increase for Organics Collection Recycling Program on 1/1/22		\$24,594.84	Per Month
Single Family Residential Collection "Base Rate"		\$480,404.06	Per Month, Effective January 1, 2022
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month (2)
Extra green waste Cart (beyond three)		\$3.50	Per unit per month (2)
Excess collection charge for non-greenwaste bagged refuse		\$22.86 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to a percentage adjustment commencing July 1, 2013, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and EDCO Signal Hill Transfer Station on January 1st of every year, and annually thereafter, as compared to the average of those rates on January 1st of the prior year.

<sup>(1)</sup> The number of Residential Units for 2020 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, as previously amended, is hereby amended to replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2019 with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2020.

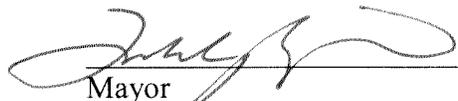
The Agreement of April 28, 2009, as previously amended, is reaffirmed in all other aspects.

Date the 9th day of June, 2020.

SERVICE PROVIDER

  
EDCO WASTE SERVICES, LLC

CITY OF LAKEWOOD

  
Mayor

ATTEST

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

**Appendix B**  
**CITY OF LAKEWOOD RATE SCHEDULE**  
 Effective July 1, 2020

**RESIDENTIAL COLLECTION SERVICES**

Service	Agreement Reference	CONTRACTOR Fee or Payment	
<b>Fiscal Year 2019-20</b>			
Single Family Residential Collection "Base Rate"	8. A.	\$421,744.83	Per Month
Residential Units			
Base Number on January 1, 2019	8. A.	22,769	Residential Billing equivalent <sup>(1)</sup>
Residential Unit Adjustment Factor	8. A.	\$18.5228	Per Unit Residential Billing equivalent
<b>Fiscal Year 2020-21</b>			
Residential Units Demolished	8. A.	6	
Residential Units Constructed	8. A.	10	
Base Number on January 1, 2020	8. A.	22,773	
Blended Escalation Rate		5.4765%	
Residential Billing Adjustment Factor	8. A.	\$19.5372	
Single Family Residential Collection "Base Rate"	8. A.	\$444,919.81	Per Month
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month <sup>(2)</sup>
Extra green waste cart (beyond three)		\$3.50	Per unit per month <sup>(2)</sup>
Excess collection charge for non-greenwaste bagged refuse		\$22.86 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to an annual percentage adjustment on the first day of each fiscal year. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index January to January". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and EDCO Signal Hill Transfer Station on January 1st of every year as compared to the average of those rates on January 1st of the prior year.

<sup>(1)</sup> The number of Residential Units for 2019 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, as previously amended, is hereby amended to replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2018 with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2019.

In addition, all references in the Agreement to the Los Angeles-Long Beach All Urban Consumer Price Index April to April, shall henceforth be changed to Los Angeles-Long Beach All Urban Consumer Price Index January to January.

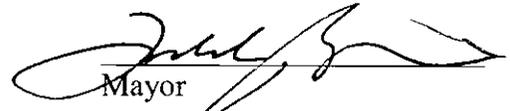
The Agreement of April 28, 2009, as previously amended, is reaffirmed in all other aspects.

Date the 11th day of June, 2019.

SERVICE PROVIDER

  
EDCO WASTE SERVICES, LLC

CITY OF LAKEWOOD

  
Mayor

ATTEST

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

**Appendix B**  
**CITY OF LAKEWOOD RATE SCHEDULE**  
 Effective July 1, 2019

**RESIDENTIAL COLLECTION SERVICES**

Service	Agreement Reference	CONTRACTOR Fee or Payment	Notes
<b>Fiscal Year 2018-19</b>			
Single Family Residential Collection "Base Rate"	8. A.	\$406,911.50	Per Month
Residential Units			
Base Number on January 1, 2018	8. A.	22,775	Residential Billing equivalent <sup>(1)</sup>
Residential Unit Adjustment Factor	8. A.	\$17.8666	Per Unit Residential Billing equivalent
<b>Fiscal Year 2019-20</b>			
Residential Units Demolished	8. A.	6	
Residential Units Constructed	8. A.	0	
Base Number on January 1, 2019	8. A.	22,769	
Blended Escalation Rate		3.6727%	
Residential Billing Adjustment Factor	8. A.	\$18.5228	
Single Family Residential Collection "Base Rate"	8. A.	\$421,744.83	Per Month
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month <sup>(2)</sup>
Extra green waste cart (beyond three)		\$3.50	Per unit per month <sup>(2)</sup>
Excess collection charge for non-greenwaste bagged refuse		\$21.67 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to an annual percentage adjustment on the first day of each fiscal year. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and EDCO Signal Hill Transfer Station on January 1st of every year as compared to the average of those rates on January 1st of the prior year.

<sup>(1)</sup> The number of Residential Units for 2018 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

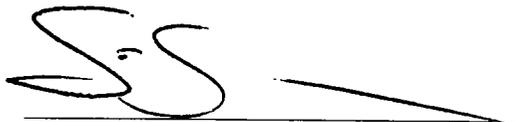
AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, is hereby amended to replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2016 with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2018.

The Agreement of April 28, 2009 is reaffirmed in all other aspects.

Date the 26th day of June, 2018.

SERVICE PROVIDER

  
EDCO WASTE SERVICES, LLC

CITY OF LAKEWOOD

  
Steve Croft  
Mayor

ATTEST

  
City Clerk

APPROVED AS TO FORM:

(By)   
City Attorney

**Appendix B**  
**CITY OF LAKEWOOD RATE SCHEDULE**  
 Effective July 1, 2018

**RESIDENTIAL COLLECTION SERVICES**

Service	Agreement Reference	CONTRACTOR Fee or Payment	Notes
<b>Fiscal Year 2017-18</b>			
Single Family Residential Collection "Base Rate"	8. A.	\$390,020.85	Per Month
Residential Units			
Base Number on January 1, 2017	8. A.	22,771	Residential Billing equivalent <sup>(1)</sup>
Residential Unit Adjustment Factor	8. A.	\$17.1280	Per Unit Residential Billing equivalent
<b>Fiscal Year 2018-19</b>			
Residential Units Demolished	8. A.	2	
Residential Units Constructed	8. A.	6	
Base Number on January 1, 2018	8. A.	22,775	
Blended Escalation Rate		4.3307%	
Residential Billing Adjustment Factor	8. A.	\$17.8697	
Single Family Residential Collection "Base Rate"	8. A.	\$406,983.05	Per Month
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month <sup>(2)</sup>
Extra green waste cart (beyond three)		\$3.50	Per unit per month <sup>(2)</sup>
Excess collection charge for non-greenwaste bagged refuse		\$21.67 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to an annual percentage adjustment on the first day of each fiscal year. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and EDCO Signal Hill Transfer Station on January 1st of every year as compared to the average of those rates on January 1st of the prior year.

<sup>(1)</sup> The number of Residential Units for 2013 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

2017 AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, is hereby amended as follows:

2. **DEFINITIONS AND TERMS**

**W. RESIDENTIAL CART SERVICE** shall mean the removal of refuse from residential areas of the City (both single family dwellings and some multi-family dwellings) where cart type containers are used. Cart type containers are defined in Section 5301 of the Code and shall mean a commercially-manufactured refuse container made of recycled content materials, of at least 35 gallon capacity, but not to exceed 95 gallons capacity and equipped with a hinged, insect-proof, tight-fitting lid or cover provided by CONTRACTOR. ~~For the manual collection of greenwaste, the residential user's commercially-manufactured refuse containers made of galvanized metal, heavy-duty plastic, or pressed fiberboard, of at least 20 gallon capacity, but not to exceed 40 gallon capacity and equipped with a removable insect-proof, tight-fitting lid or cover shall be used.~~

3. **SCOPE OF SERVICES**

**B. CONTRACTOR'S Regular Operations**

(3) CONTRACTOR shall furnish to each single-family Residential User one 95 gallon trash cart, one 95 gallon greenwaste cart, and one 65 gallon recycling cart. Upon request of the Residential User, CONTRACTOR shall furnish additional 65 gallon recycling carts, or exchange the 65 or 95 gallon carts for the equivalent capacity in smaller carts, including 35 gallon carts at no additional charge. Upon request, the CONTRACTOR shall furnish up to two additional 95 gallon or equivalent capacity greenwaste carts at no additional charge. The carts will remain the property of the CONTRACTOR. The CITY shall not be responsible for the replacement of any lost, damaged or stolen carts. Upon request of the Residential User, CONTRACTOR shall furnish additional trash carts or greenwaste carts for the fee as set forth in Appendix B.

(5) CONTRACTOR shall collect source separated greenwaste from Single-family Residential Users in containers provided by the ~~Resident~~ CONTRACTOR. Materials to be collected include yard trimmings, leaves, grass, branches under 4 inches in diameter, and other materials as designated by the Director of Public Works.

**F. Refuse To Be Removed**

(1) Amount of Refuse. CONTRACTOR shall remove refuse, recyclables, and greenwaste generated on each Residential User's property and presented for collection by each Residential User, at locations as hereafter set forth, in at least such amounts as defined in Section 5332 of the Code, except as herein provided. Trash, greenwaste, and recyclables are to be placed separately in the designated carts provided by the CONTRACTOR, ~~and greenwaste is to be placed in the Residential User's own approved containers.~~ Contractor shall collect an unlimited amount of recyclable material placed in CONTRACTOR provided carts ~~and greenwaste placed in resident provided containers~~, and up to 95 gallons of equivalent capacity of trash and 285 gallons of

equivalent capacity of greenwaste placed in CONTRACTOR provided carts. Contractor shall collect additional trash and greenwaste in CONTRACTOR provided carts upon request by the Residential User at the monthly fee set forth in Appendix B.

**5. TRUCKS AND EQUIPMENT**

**F. Automated Recycling and Trash Carts**

CONTRACTOR shall furnish and maintain sufficient quantity of automated recycling, greenwaste, and trash carts for all Lakewood Residential Users. The standard sizes shall be 65 gallons for the automated recycling cart and 95 gallons for the automated trash and greenwaste carts. CONTRACTOR shall also furnish and maintain a stock of 35 and 65 gallon recycling, greenwaste, and trash carts to provide for the needs of Residential Users as described in Section 3. B. (3) of this agreement. All carts shall be stamped with the City of Lakewood logo, in addition to the CONTRACTOR'S logo and identification information. Cart specifications shall be approved by the Director of Public Works prior to placement of the initial order. In the event that CONTRACTOR places subsequent orders for replacement carts, the CONTRACTOR shall endeavor to order the same carts, or closest possible replacement to maintain a uniform appearance. Deviations from the originally approved specification shall be submitted to the Director of Public Works for approval prior to order placement.

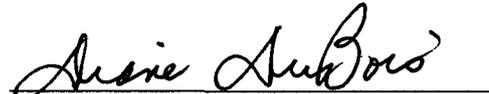
The Agreement of April 28, 2009, as previously amended, is reaffirmed in all other aspects.

Dated the 25th day of April, 2017.

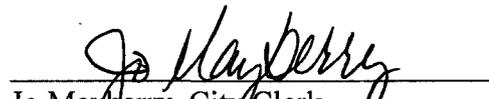
SERVICE PROVIDER

  
Edward Burr  
EDCO WASTE SERVICES, LLC

CITY OF LAKEWOOD

  
Annie Subors  
Mayor

ATTEST

  
Jo Mayberry, City Clerk

APPROVED AS TO FORM:

  
Steve Skolnik, City Attorney

AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, is hereby amended to replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2015 with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2016.

The Agreement of April 28, 2009 is reaffirmed in all other aspects.

Date the 28th day of June, 2016.

SERVICE PROVIDER

  
\_\_\_\_\_  
EDCO WASTE SERVICES, LLC

CITY OF LAKEWOOD

  
\_\_\_\_\_  
Ron Piazza  
Mayor

ATTEST

  
\_\_\_\_\_  
Jo Mayberry, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Steve Skolnik, City Attorney

**Appendix B**  
**CITY OF LAKEWOOD RATE SCHEDULE**  
 Effective July 1, 2016

**RESIDENTIAL COLLECTION SERVICES**

Service	Agreement Reference	CONTRACTOR Fee or Payment	Notes
<b>Fiscal Year 2015-2016</b>			
Single Family Residential Collection "Base Rate"	8. A.	\$378,908.07	Per Month
Residential Units			
Base Number on January 2, 2013	8. A.	22,771	Residential Billing equivalent <sup>(1)</sup>
Residential Unit Adjustment Factor	8. A.	\$16.6399	Per Unit Residential Billing equivalent
<b>Fiscal Year 2016-2017</b>			
Residential Units Demolished	8. A.	0	
Residential Units Constructed	8. A.	0	
Residential Units			
Base Number on January 2, 2014	8. A.	22,771	
Residential Billing Adjustment Factor	8. A.	17.21945363	3.4827%
Single Family Residential Collection "Base Rate"	8. A.	\$392,104.18	Per Month
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month <sup>(2)</sup>
Excess collection charge for non-greenwaste bagged refuse		\$20.50 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to a percentage adjustment commencing July 1, 2013, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and Bel Art Transfer Station on January 1, 2013, and annually thereafter, as compared to the average of those rates on January 1, 2012.

<sup>(1)</sup> The number of Residential Units for 2013 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, is hereby amended to replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2014 with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2015.

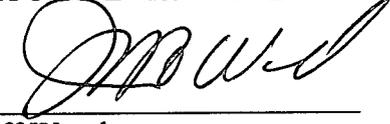
The Agreement of April 28, 2009 is reaffirmed in all other aspects.

Date the 23rd day of June, 2015.

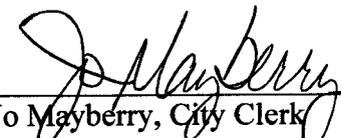
SERVICE PROVIDER

  
EDCO WASTE SERVICES, LLC

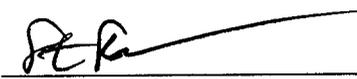
CITY OF LAKEWOOD

  
Jeff Wood  
Mayor

ATTEST

  
Jo Mayberry, City Clerk

APPROVED AS TO FORM:

  
Steve Skolnik, City Attorney

**Appendix B**  
**CITY OF LAKEWOOD RATE SCHEDULE**  
 Effective July 1, 2015

**RESIDENTIAL COLLECTION SERVICES**

Service	Agreement Reference	CONTRACTOR Fee or Payment	Notes
<b>Fiscal Year 2014-2015</b>			
Single Family Residential Collection "Base Rate"	8. A.	\$376,580.51	Per Month
Residential Units			
Base Number on January 2, 2013	8. A.	22,771	Residential Billing equivalent <sup>(1)</sup>
Residential Unit Adjustment Factor	8. A.	\$16.5377	Per Unit Residential Billing equivalent
<b>Fiscal Year 2015-2016</b>			
Residential Units Demolished	8. A.	0	
Residential Units Constructed	8. A.	0	
Residential Units			
Base Number on January 2, 2014	8. A.	22,771	
Residential Billing Adjustment Factor	8. A.	16.63993966	0.8181%
Single Family Residential Collection "Base Rate"	8. A.	\$378,908.07	Per Month
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month <sup>(2)</sup>
Excess collection charge for non-greenwaste bagged refuse		\$20.50 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to a percentage adjustment commencing July 1, 2013, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and Bel Art Transfer Station on January 1, 2013, and annually thereafter, as compared to the average of those rates on January 1, 2012.

<sup>(1)</sup> The number of Residential Units for 2013 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

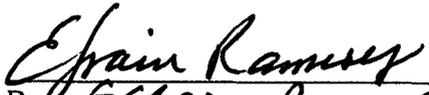
AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, is hereby amended to replace Appendix A, BIN AND SPECIAL SERVICE MAXIMUM RATE SCHEDULE, effective July 1, 2013 with Appendix A, BIN AND SPECIAL SERVICE MAXIMUM RATE SCHEDULE, effective July 1, 2014 and Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2013 with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2014.

The Agreement of April 28, 2009 is reaffirmed in all other aspects.

Date the 24<sup>th</sup> day of June, 2014.

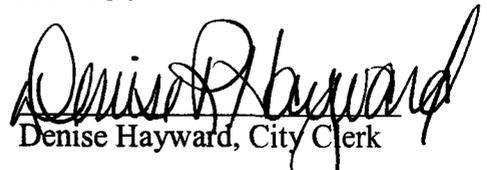
EDCO WASTE SERVICES, LLC

  
By: EFRAIM RAMIREZ  
Title: VICE PRESIDENT

CITY OF LAKEWOOD

  
Todd Rogers  
Mayor

ATTEST

  
Denise Hayward, City Clerk

APPROVED AS TO FORM:

  
Steve Skolnik, City Attorney

Appendix A  
 BIN AND SPECIAL REFUSE SERVICE  
 MAXIMUM RATE SCHEDULE  
 Effective July 1, 2014

<b>Service</b>	<b>Maximum Fee</b>	
<i>Trash or Split Bin (½ Trash- ½ Recycle)</i>		
1 Pickup Per Week, 3 yard bin	\$119.18	per month
2 Pickup Per Week, 3 yard bin	\$186.39	per month
3 Pickup Per Week, 3 yard bin	\$253.47	per month
4 Pickup Per Week, 3 yard bin	\$320.55	per month
5 Pickup Per Week, 3 yard bin	\$387.81	per month
6 Pickup Per Week, 3 yard bin	\$455.04	per month
Lock Lids	\$19.30	per month
Automated Trash/Recycle Cart -1 x Week	\$46.24	per month
Automated Trash/Recycle Cart -2 x Week	\$92.49	per month
Extra Automated Trash or Recycle Cart	\$9.91	per cart per dump
Compactor Bins 1 x F/L	\$258.52	
Compactor Bins 2 x F/L	\$404.36	
Compactor Bins 3 x F/L	\$549.81	
Compactor Bins 4 x F/L	\$695.27	
Compactor Bins 5 x F/L	\$841.13	
Compactor Bins 6 x F/L	\$986.94	
Extra Pickups (Excluding Sundays)	\$57.83	
Sunday Pickups	\$85.31	
Steam Clean Bins	\$64.40	
Roll Off Compactors	\$673.04	
Steam Clean Compactors	\$152.93	
Bin Roll Out Service Over 50 Feet 1 x	\$25.75	per bin
Bin Roll Out Service Over 50 Feet 2 x	\$51.49	per bin
Bin Roll Out Service Over 50 Feet 3 x	\$77.26	per bin
Bin Roll Out Service Over 50 Feet 4 x	\$103.01	per bin
Bin Roll Out Service Over 50 Feet 5 x	\$128.77	per bin
Bin Roll Out Service Over 50 Feet 6 x	\$154.52	per bin
Scout Service 1x per week	\$29.52	per bin
Scout Service 2x per week	\$59.03	per bin
Scout Service 3x per week	\$88.55	per bin
Scout Service 4x per week	\$118.06	per bin
Scout Service 5x per week	\$147.58	per bin
Scout Service 6x per week	\$177.10	per bin
Bin Roll Off Containers (Recycling)	\$297.79	plus disposal fee
Shared Bin Usage	\$4.43	per month
Roll-Off Container	\$474.83	per bin
3 Yard Recycling Bins 1x per week	\$43.62	
3 Yard Recycling Bins 2x per week	\$74.79	
3 Yard Recycling Bins 3x per week	\$105.96	
3 Yard Recycling Bins 4x per week	\$137.12	
3 Yard Recycling Bins 5x per week	\$160.84	
3 Yard House Bin – No dirt or concrete	\$104.64	per bin
1 Yard House Bin – Dirt and concrete	\$104.64	per bin
Automated Recycling Carts 1x per week	\$21.31	
Additional Carts 1x per week	\$7.00	
Automated Recycling Carts 2x per week	\$42.62	
Additional Carts 2x per week	\$14.00	
Bulky Item Pick-up (One Item)	\$13.05	
Bulky Item Pick-up (2-4 additional items)	\$10.44	per item

Commencing July 1, 2010, and each fiscal year thereafter, the City Council shall by resolution adjust said maximum cap based on an April-to-April C.P.I. The adjustment shall be prepared by the Director of Finance.

Bad Check Fee: \$25.00

**Appendix B**  
**CITY OF LAKEWOOD RATE SCHEDULE**  
 Effective July 1, 2014

**RESIDENTIAL COLLECTION SERVICES**

Service	Agreement Reference	CONTRACTOR Fee or Payment	Notes
<b>Fiscal Year 2013-2014</b>			
Single Family Residential Collection "Base Rate"	8. A.	\$365,403.99	Per Month
Residential Units			
Base Number on January 2, 2013	8. A.	22,771	Residential Billing equivalent <sup>(1)</sup>
Residential Unit Adjustment Factor	8. A.	\$16.0469	Per Unit Residential Billing equivalent
<b>Fiscal Year 2014-2015</b>			
Residential Units Demolished	8. A.	0	
Residential Units Constructed	8. A.	0	
Residential Units			
Base Number on January 2, 2014	8. A.	22,771	
Residential Billing Adjustment Factor	8. A.	16.53772403	3.0587%
Single Family Residential Collection "Base Rate"	8. A.	\$376,580.51	Per Month
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month <sup>(2)</sup>
Excess collection charge for non-greenwaste bagged refuse		\$20.50 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to a percentage adjustment commencing July 1, 2013, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and Bel Art Transfer Station on January 1, 2013, and annually thereafter, as compared to the average of those rates on January 1, 2012.

<sup>(1)</sup> The number of Residential Units for 2013 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

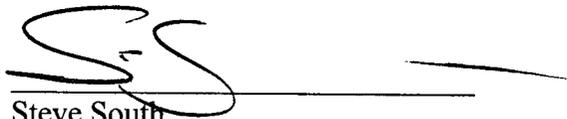
AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, is hereby amended to replace Appendix A, BIN AND SPECIAL SERVICE MAXIMUM RATE SCHEDULE, effective July 1, 2012 with Appendix A, BIN AND SPECIAL SERVICE MAXIMUM RATE SCHEDULE, effective July 1, 2013 and Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2012 with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2013

The Agreement of April 28, 2009 is reaffirmed in all other aspects.

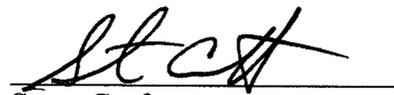
Date the 25<sup>th</sup> day of June, 2013

SERVICE PROVIDER



Steve South  
EDCO WASTE SERVICES, LLC

CITY OF LAKEWOOD



Steve Croft  
Mayor

ATTEST



Denise Hayward, City Clerk

APPROVED AS TO FORM.



Steve Skolnik, City Attorney

Appendix A  
 BIN AND SPECIAL SERVICE  
 MAXIMUM RATE SCHEDULE  
 Effective July 1, 2013

<b>Service</b>	<b>Maximum Fee</b>	
<i>Trash or Split Bin (½ Trash- ½ Recycle)</i>		
1 Pickup Per Week, 3 yard bin	\$117.53	per month
2 Pickup Per Week, 3 yard bin	\$183.82	per month
3 Pickup Per Week, 3 yard bin	\$249.97	per month
4 Pickup Per Week, 3 yard bin	\$316.12	per month
5 Pickup Per Week, 3 yard bin	\$382.45	per month
6 Pickup Per Week, 3 yard bin	\$448.76	per month
Lock Lids	\$19.04	per month
Automated Trash/Recycle Cart -1 x Week	\$45.60	per month
Automated Trash/Recycle Cart -2 x Week	\$91.22	per month
Extra Automated Trash or Recycle Cart	\$9.77	per cart per dump
Compactor Bins 1 x F/L	\$254.95	
Compactor Bins 2 x F/L	\$398.78	
Compactor Bins 3 x F/L	\$542.22	
Compactor Bins 4 x F/L	\$685.67	
Compactor Bins 5 x F/L	\$829.51	
Compactor Bins 6 x F/L	\$973.31	
Extra Pickups (Excluding Sundays)	\$57.04	
Sunday Pickups	\$84.13	
Steam Clean Bins	\$63.51	
Roll Off Compactors	\$663.75	
Steam Clean Compactors	\$150.82	
Bin Roll Out Service Over 50 Feet 1 x	\$25.40	per bin
Bin Roll Out Service Over 50 Feet 2 x	\$50.78	per bin
Bin Roll Out Service Over 50 Feet 3 x	\$76.20	per bin
Bin Roll Out Service Over 50 Feet 4 x	\$101.58	per bin
Bin Roll Out Service Over 50 Feet 5 x	\$126.99	per bin
Bin Roll Out Service Over 50 Feet 6 x	\$152.38	per bin
Scout Service 1x per week	\$29.11	per bin
Scout Service 2x per week	\$58.21	per bin
Scout Service 3x per week	\$87.33	per bin
Scout Service 4x per week	\$116.43	per bin
Scout Service 5x per week	\$145.54	per bin
Scout Service 6x per week	\$174.65	per bin
Bin Roll Off Containers (Recycling)	\$293.68	plus disposal fee
Shared Bin Usage	\$4.37	per month
Roll-Off Container	\$468.28	per bin
3 Yard Recycling Bins 1x per week	\$43.01	
3 Yard Recycling Bins 2x per week	\$73.76	
3 Yard Recycling Bins 3x per week	\$104.49	
3 Yard Recycling Bins 4x per week	\$135.23	
3 Yard Recycling Bins 5x per week	\$158.62	
3 Yard House Bin – No dirt or concrete	\$103.19	per bin
1 Yard House Bin – Dirt and concrete	\$103.19	per bin
Automated Recycling Carts 1x per week	\$21.31	
Additional Carts 1x per week	\$7.00	
Automated Recycling Carts 2x per week	\$42.62	
Additional Carts 2x per week	\$14.00	
Bulky Item Pick-up (One Item)	\$12.87	
Bulky Item Pick-up (2-4 additional items)	\$10.30	per item

Commencing July 1, 2010, and each fiscal year thereafter, the City Council shall by resolution adjust said maximum cap based on an April-to-April C.P.I. The adjustment shall be prepared by the Director of Finance.

Bad Check Fee: \$25.00

**Appendix B**  
**CITY OF LAKEWOOD RATE SCHEDULE**  
**Effective July 1 2013**

**RESIDENTIAL COLLECTION SERVICES**

Service	Agreement Reference	CONTRACTOR Fee or Payment	Notes
<b>Fiscal Year 2012-2013</b>			
Single Family Residential Collection 'Base Rate' Residential Units	8. A.	\$361,012.84	Per Month
Base Number on January 2, 2012	8. A.	22,771	Residential Billing equivalent <sup>(1)</sup>
Residential Unit Adjustment Factor	8. A.	\$15.8541	Per Unit Residential Billing equivalent
<b>Fiscal Year 2013-2014</b>			
Residential Units Demolished	8. A.	0	
Residential Units Constructed	8. A.	0	
Residential Units			
Base Number on January 2, 2013	8. A.	22,771	
Residential Billing Adjustment Factor	8. A.	16.04690141	1.2163%
Single Family Residential Collection 'Base Rate'	8. A.	\$365 403.99	Per Month
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month <sup>(2)</sup>
Excess collection charge for non-greenwaste bagged refuse		\$20.50 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to a percentage adjustment commencing July 1 2013, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF Puente Hills, and Bel Art Transfer Station on January 1 2013, and annually thereafter as compared to the average of those rates on January 1 2012.

<sup>(1)</sup> The number of Residential Units for 2013 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, is hereby amended to replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2011, with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2012.

The Agreement of April 28, 2009 is reaffirmed in all other aspects.

Dated the 26th day of July, 2012.

SERVICE PROVIDER

  
\_\_\_\_\_  
Edward Burr  
EDCO WASTE SERVICES, LLC

CITY OF LAKEWOOD

  
\_\_\_\_\_  
Mayor

ATTEST

  
\_\_\_\_\_  
Denise Hayward, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Steve Skolnik, City Attorney

**Appendix B**  
**CITY OF LAKEWOOD RATE SCHEDULE**  
 Effective July 1, 2012

**RESIDENTIAL COLLECTION SERVICES**

Service	Agreement Reference	CONTRACTOR Fee or Payment	Notes
<b>Fiscal Year 2011-2012</b>			
Single Family Residential Collection "Base Rate"	8. A.	\$353,041.89	Per Month
Residential Units			
Base Number on January 2, 2011	8. A.	22,771	Residential Billing equivalent <sup>(1)</sup>
Residential Unit Adjustment Factor	8. A.	\$15.5040	Per Unit Residential Billing equivalent
<b>Fiscal Year 2012-2013</b>			
Residential Units Demolished	8. A.	0	
Residential Units Constructed	8. A.	0	
Residential Units			
Base Number on January 2, 2012	8. A.	22,771	
Residential Billing Adjustment Factor	8. A.	15.85406176	2.2579%
Single Family Residential Collection "Base Rate"	8. A.	\$361,012.84	Per Month
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month <sup>(2)</sup>
Excess collection charge for non-greenwaste bagged refuse		\$20.50 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to a percentage adjustment commencing July 1, 2012, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and Bel Art Transfer Station on January 1, 2012, and annually thereafter, as compared to the average of those rates on January 1, 2012.

<sup>(1)</sup> The number of Residential Units for 2012 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, is hereby amended to replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2010, with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2011.

The Agreement of April 28, 2009 is reaffirmed in all other aspects.

Dated the 28th day of July, 2011.

SERVICE PROVIDER



Edward Burr

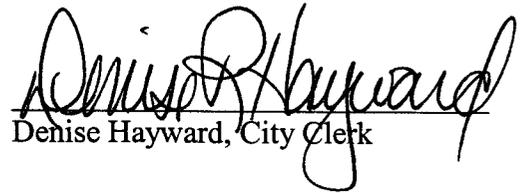
EDCO WASTE SERVICES, LLC

CITY OF LAKEWOOD



Mayor

ATTEST



Denise Hayward, City Clerk

APPROVED AS TO FORM:



Steve Skolnik, City Attorney

Appendix A  
(Revised)  
BIN AND SPECIAL SERVICE  
MAXIMUM RATE SCHEDULE  
Effective July 1, 2011

Service	Maximum Fee
1 Pickup Per Week, 3 yard bin	\$114.76 per month
2 Pickup Per Week, 3 yard bin	\$179.49 per month
3 Pickup Per Week, 3 yard bin	\$244.08 per month
4 Pickup Per Week, 3 yard bin	\$308.67 per month
5 Pickup Per Week, 3 yard bin	\$373.44 per month
6 Pickup Per Week, 3 yard bin	\$438.18 per month
Lock Lids	\$18.59 per month
Commercial Barrels 1x(1-4 Barrels)	\$44.53 per month
Commercial Barrels 2x(1-4 Barrels)	\$89.07 per month
Commercial Barrels – over 4 Barrels	\$9.54 per barrel per dump
Compactor Bins 1 x F/L	\$248.94
Compactor Bins 2 x F/L	\$389.38
Compactor Bins 3 x F/L	\$529.44
Compactor Bins 4 x F/L	\$669.51
Compactor Bins 5 x F/L	\$809.96
Compactor Bins 6 x F/L	\$950.37
Extra Pickups (Excluding Sundays)	\$55.69
Sunday Pickups	\$82.15
Steam Clean Bins	\$62.02
Roll Off Compactors	\$648.11
Steam Clean Compactors	\$147.26
Bin Roll Out Service Over 50 Feet 1 x	\$24.80 per bin
Bin Roll Out Service Over 50 Feet 2 x	\$49.58 per bin
Bin Roll Out Service Over 50 Feet 3 x	\$74.40 per bin
Bin Roll Out Service Over 50 Feet 4 x	\$99.19 per bin
Bin Roll Out Service Over 50 Feet 5 x	\$124.00 per bin
Bin Roll Out Service Over 50 Feet 6 x	\$148.79 per bin
Scout Service 1x per week	\$28.43 per bin
Scout Service 2x per week	\$56.84 per bin
Scout Service 3x per week	\$85.27 per bin
Scout Service 4x per week	\$113.68 per bin
Scout Service 5x per week	\$142.11 per bin
Scout Service 6x per week	\$170.54 per bin
Bin Roll Off Containers (Recycling)	\$286.76 plus disposal fee
Shared Bin Usage	\$4.27 per month
Roll-Off Container	\$457.24 per bin
3 Yard Recycling Bins 1x per week	\$42.00
3 Yard Recycling Bins 2x per week	\$72.02
3 Yard Recycling Bins 3x per week	\$102.03
3 Yard Recycling Bins 4x per week	\$132.04
3 Yard Recycling Bins 5x per week	\$154.88
3 Yard House Bin – No dirt or concrete	\$100.76 per bin
1 Yard House Bin – Dirt and concrete	\$100.76 per bin
Bulky Item Pick-up (One Item)	\$12.57
Bulky Item Pick-up (2-4 additional items)	\$10.05 per item

Commencing July 1, 2003, and each fiscal year thereafter, the City Council shall by resolution adjust said maximum cap based on an April-to-April C.P.I. The adjustment shall be prepared by the Director of Finance.

Bad Check Fee: \$25.00

**Appendix B**  
**CITY OF LAKEWOOD RATE SCHEDULE**  
 Effective July 1, 2011

**RESIDENTIAL COLLECTION SERVICES**

Service	Agreement Reference	CONTRACTOR Fee or Payment		Notes
<b>Fiscal Year 2010-2011</b>				
Single Family Residential Collection "Base Rate" 2010-11 Residential Units	8. A.	\$346,662.13	Per Month	
Base Number on January 2, 2010	8. A.	22,773	Residential Billing equivalent <sup>(1)</sup>	
Residential Unit Adjustment Factor	8. A.	\$15.2225	Per Unit Residential Billing equivalent <sup>(1)</sup>	
<b>Fiscal Year 2011-2012</b>				
Residential Units Demolished	8. A.	4		
Residential Units Constructed	8. A.	2		
Residential Units				
Base Number on January 2, 2011	8. A.	22,771		
Residential Billing Adjustment Factor	8. A.	15.50401356	1.8493%	
Single Family Residential Collection "Base Rate" 2011-12	8. A.	\$353,041.89	Per Month	
Extra recycling cart		No charge		
Extra refuse cart		\$3.50	Per unit per month <sup>(3)</sup>	
Excess collection charge for non-greenwaste bagged refuse		\$20.50 for up to 10 plastic bags	No construction debris or greenwaste	

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to a percentage adjustment commencing July 1, 2011, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and Bel Art Transfer Station on January 1, 2011, and annually thereafter, as compared to the average of those rates on January 1, 2010.

<sup>(1)</sup> The number of Residential Units for 2010 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes. The monthly payment will not be adjusted for this index change because the 22,785 Residential Units is equivalent to the 22,640 Residential Accounts; the refuse collected, hauled and dumped did not change. These are not new or additional units.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, is hereby amended to replace Exhibit B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2009, with Exhibit B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2010.

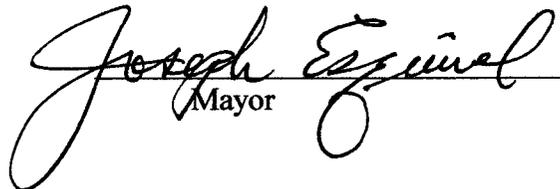
The Agreement of April 28, 2009 is reaffirmed in all other aspects.

Dated the 27th day of July, 2010.

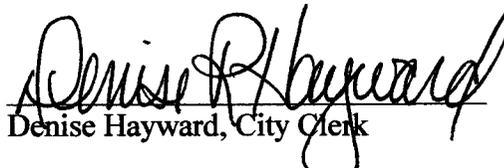
SERVICE PROVIDER

  
Efrain Ramirez  
EDCO WASTE SERVICES, LLC

CITY OF LAKEWOOD

  
Mayor

ATTEST

  
Denise Hayward, City Clerk

APPROVED AS TO FORM:

  
Steve Skolnik, City Attorney

**Appendix B**  
**CITY OF LAKEWOOD RATE SCHEDULE**  
 Effective July 1, 2010

1. RESIDENTIAL COLLECTION SERVICES

Service	Agreement Reference	CONTRACTOR Fee or Payment	Notes
<b>Fiscal Year 2009-2010</b>			
Single Family Residential Collection "Base Rate" 2009-10	8. A.	\$346,844.80 per month	
Residential Billing Adjustment Factor	8. A.	\$15.32 per unit	
Residential Billing Accounts Base Number on January 2, 2009	8. A.	22,640	Accounts per billing system <sup>(1)</sup>
Residential Units Base Number on January 2, 2009	8. A.	22,785	Residential Billing equivalent <sup>(1)</sup>
Residential Unit Adjustment Factor	8. A.	\$15.2225 per unit	Residential Billing equivalent <sup>(1)</sup>
<b>Fiscal Year 2010-2011</b>			
Residential Units Demolished	8. A.	2	
Residential Units Constructed	8. A.	9	New accounts <sup>(2)</sup>
Residential Units Transferred to Commercial Accounts		-19	
Residential Units Base Number on January 2, 2010	8. A.	22,773	
Residential Billing Adjustment Factor	8. A.	\$15.2225 per unit	Annual adjustment for July 1, 2010 waived
Single Family Residential Collection "Base Rate" 2010-11	8. A.	\$346,662.13 per month	
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month <sup>(3)</sup>
Excess collection charge for non-greenwaste bagged refuse		\$20.00 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to a percentage adjustment commencing July 1, 2010, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and Bel Art Transfer Station on January 1, 2010, and annually thereafter, as compared to the average of those rates on January 1, 2009.

<sup>(1)</sup> The number of Residential Units for 2009 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes. The monthly payment will not be adjusted for this index change because the 22,785 Residential Units is equivalent to the 22,640 Residential Accounts; the refuse collected, hauled and dumped did not change. These are not new or additional units.

<sup>(2)</sup> The Residential Units for January 2010 were adjusted to add 9 units that were not included in the billing system.

<sup>(3)</sup> Minimum three-month commitment from date of delivery of cart.

**2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL**

THIS AGREEMENT, made and entered into this 28th day of April, 2009, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "CITY," and EDCO WASTE SERVICES, LLC, sometimes hereinafter referred to as "CONTRACTOR,"

**RECITALS**

The laws of the State of California and in particular, the California Integrated Waste Management Act of 1989 ("AB 939"), have established a solid waste management planning process which imposes requirements upon local agencies, including the CITY, designated to promote an integrated, comprehensive approach toward implementing solid waste management practices;

AB 939 requires the CITY to make adequate provision for solid waste handling within the CITY boundaries and, with respect to aspects of solid waste handling which are of local concern to determine the means by which those services are to be accomplished and/or provided;

The CONTRACTOR has provided solid waste collection services within the CITY and to its residents and commercial/industrial establishments since 1954 and is qualified and has the equipment and resources to comply with the requirements of AB 939;

The CONTRACTOR over the years has provided a high degree of trouble-free services and has faithfully performed all of the terms and provisions of previous contracts with the CITY;

The CITY has had a long-standing and successful relationship with the principal owners of EDCO WASTE SERVICES, LLC, as well as with Martin Simonoff, a manager of said EDCO WASTE SERVICES, LLC, and on that basis, the City Council has determined that it would be in the best interest of the CITY to renew the existing agreement, as herein provided, without going to bid on the condition that Martin Simonoff continue as a manager of EDCO WASTE SERVICES, LLC;

The CITY renews this exclusive Agreement with the CONTRACTOR to provide the services required herein in consideration of the CONTRACTOR'S representations, covenants and agreement to provide the services set forth herein and to comply with the requirements of AB 939 and such other State and local laws as now exist or may be adopted during the term of this Agreement;

The CITY desires to renew this exclusive Agreement with the CONTRACTOR because of the CONTRACTOR'S agreement to implement a program of automated collection of residential trash and recyclables, and a separate manual collection of greenwaste, and because of the CONTRACTOR'S agreement to assume the direct responsibility for the handling and disposal of that trash, greenwaste and recyclable material the payment for which is included within the monthly payment for service; and

2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

The CITY desires to renew this exclusive Agreement with CONTRACTOR because of the CONTRACTOR'S agreement to assume, observe and perform the obligations that are provided herein and to comply with the requirements of AB 939, including indemnification of the CITY for compliance with said requirements.

**W I T N E S S E T H:**

That, in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

**1. PRIOR AGREEMENTS**

It is understood and agreed that this Agreement supersedes all prior agreements between the parties, effective - July 1, 2009.

**2. DEFINITIONS AND TERMS**

**A. AB 939** shall mean the California Integrated Waste Management Act of 1989, as it may be amended from time to time.

**B. BINS OR YARD BINS** shall mean those containers provided by CONTRACTOR for commercial, industrial, construction and multi-family residential unit uses. Bins are usually three (3) cubic yards in size and are generally picked up by refuse trucks by means of front-loading apparatus.

**C. BULKY ITEMS** include, but are not limited to, stumps or limbs of trees exceeding four (4) inches in diameter or four (4) feet in length; discarded household furniture, carpets, mattresses, and appliances, including white goods; automobile parts; manure; soil or sod; and other solid waste items the size or weight of which precludes or complicates their handling by normal solid waste collection, processing or disposal methods.

**D. CITY** shall mean the City of Lakewood, California, a municipal corporation, as it now exists or as its boundaries may from time to time be changed.

**E. CITY ATTORNEY** shall mean the City Attorney of the City of Lakewood.

**F. CITY CLERK** shall mean the City Clerk of the City of Lakewood.

**G. CITY MANAGER** shall mean the City Manager of the City of Lakewood.

**H. CITY COUNCIL** shall mean the City Council of the City of Lakewood.

**I. CODE** shall mean the Municipal Code of the City of Lakewood.

2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

**J. COMMERCIAL SOLID WASTES** include all types of solid wastes generated by stores, offices, governmental institutions and other sources, excluding single family residential solid waste and industrial solid waste.

**K. COMMERCIAL USER** shall mean a User receiving refuse collection service on property zoned or used for commercial or manufacturing purposes. It shall also mean a multi-family residential dwelling with five or more units receiving bin service.

**L. COMPOSTABLES or GREENWASTE or YARDWASTE** includes organic wastes, the controlled microbial degradation of which yields a safe and nuisance free product, including vegetative cuttings, shrubs, tree trunks, stumps, brushes, tree trimmings, grasses and related materials which have been separated from other solid waste. Compostable waste does not include stumps or branches exceeding four (4) inches in diameter or four (4) feet in length.

**M. CONSTRUCTION AND DEMOLITION WASTE (C&D)** includes solid waste material resulting from building construction, alteration, repair or demolition, including brick, stone, concrete, lumber, plaster, and drywall; packaging; rubble resulting from construction, remodeling, repair and demolition operations on pavements, residential and commercial buildings and other structures, but does not include asbestos-containing materials, which require special handling and are not covered by this Agreement.

**N. DIRECTOR OF ADMINISTRATIVE SERVICES** shall mean the Director of Administrative Services of the City of Lakewood or his/her authorized representative.

**O. DIRECTOR OF PUBLIC WORKS** shall mean the Director of Public Works of the City of Lakewood or his/her authorized representative.

**P. GARBAGE** shall mean solid waste as herein defined.

**Q. INDUSTRIAL USER** shall mean a User receiving refuse collection service on property zoned or used for industrial purposes.

**R. MULTI-FAMILY DWELLING** shall mean a residential building designed for and approved for occupancy by two or more families. It shall also mean two or more dwellings if located on a single lot.

**S. RECYCLABLE MATERIAL** is solid waste and is defined in Section 5313 of the Code. Recyclable material typically includes paper, newsprint, printed matter, gypsum board, paper containers, cardboard, glass, aluminum, PET, HDPE and other plastics, beverage containers, compostables, personal property and other materials designated as such by the Director of Public Works.

**T. RECYCLABLES** shall mean recyclable material as herein defined.

**U. REFUSE** shall mean solid waste as herein defined.

2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

**V. REMOVAL** shall mean and include both collection and disposal or recycling of all collected material.

**W. RESIDENTIAL CART SERVICE** shall mean the removal of refuse from residential areas of the City (both single family dwellings and some multi-family dwellings) where cart type containers are used. Cart type containers are defined in Section 5301 of the Code and shall mean a commercially-manufactured refuse container made of recycled content materials, of at least 35 gallon capacity, but not to exceed 95 gallons capacity and equipped with a hinged, insect-proof, tight-fitting lid or cover. For the manual collection of greenwaste, the residential user's commercially-manufactured refuse containers made of galvanized metal, heavy-duty plastic, or pressed fiberboard, of at least 20 gallon capacity, but not to exceed 40 gallon capacity and equipped with a removable insect-proof, tight-fitting lid or cover shall be used.

**X. RESIDENTIAL BIN SERVICE** shall mean the removal of refuse from residential areas of the City where bins are used. For the purposes of this Agreement the Users of this service shall be considered commercial Users.

**Y. RESIDENTIAL USER** shall mean a User receiving residential barrel service for premises used for residential purposes.

**Z. ROLL-OFF CONTAINERS** shall mean those containers provided by CONTRACTOR for collection of construction and demolition debris or separated recyclables at commercial, industrial, construction or residential premises. Roll-off bins are usually categorized as a low-sided (10 to 15 cubic yard) or a high-sided (37 to 40 cubic yard) container and are delivered and picked up by a flatbed truck.

**AA. RUBBISH** shall mean solid waste as herein defined.

**AB. SINGLE FAMILY DWELLING** shall mean a single building designed for residential purposes for occupancy by a single family.

**AC. SOLID WASTE** shall be as defined in Section 5311 and 5313 of the Code and shall include refuse, garbage and rubbish. Solid waste shall also mean all putrescible and nonputrescible solid and semisolid wastes, generated in or upon, related to the occupancy of, remaining in or emanating from residential or industrial or commercial premises.

**AD. SOLID WASTE HANDLING or HANDLING** means the collection, transportation, storage, transfer, salvaging, diversion, processing or recycling of solid wastes.

**AE. TRASH** shall mean solid waste as herein defined.

**AF. USERS** shall mean the tenant or occupant of any dwelling unit who receives collection service, or the tenant or occupant of any commercial or industrial property within the City who receives collection service.

**AG. Waste** shall mean solid waste as herein defined.

**3. SCOPE OF SERVICES**

**A. Compliance with the Lakewood Municipal Code**

CONTRACTOR agrees to provide, at its own cost and expense, trash collection services consisting of the collection, pick up, removal and disposal of all refuse, as defined in and in accordance with the terms and provisions of Chapter 3 of Article V of the Code, from each place or premise within the City of Lakewood. The CONTRACTOR shall collect and remove from all places or premises refuse which is contained in containers or prepared for disposal in the kind, type and manner specified in Chapter 3 of Article V of the Code, and where placed and maintained for disposal in accordance with and subject to the terms and provisions of the Code.

CONTRACTOR acknowledges that the CITY has established pursuant to Section 5300 et seq. of the Code, a municipal system for the collection and disposal of refuse, and by Section 5321 thereof, the City Council found that an exclusive municipal system for the collection of all refuse is necessary for the preservation of the public health, safety and welfare. CONTRACTOR further acknowledges that pursuant to Section 5335 of the Code, the CITY shall provide for the collection and removal of refuse from all places or premises at least once each calendar week.

CONTRACTOR further acknowledges that the CITY has by Chapter 3 of Article V of the Code made the collection of refuse and recycling an exclusive municipal function to be performed only by the CITY or its Contractor, except as provided in Section 5338, and has by Section 5311 thereof defined refuse to include materials and debris disposed of through the use of roll-off bins, trash and recycling carts, or containers. CONTRACTOR agrees to provide at its own cost and expense said roll-off bins, and trash and recycling carts, including their repair or replacement whenever and wherever required. In accordance with the terms and provisions of said Chapter 3 and in accordance with the provision thereof including, the placement and removal of said bins.

CONTRACTOR acknowledges it has received a copy of Chapter 3 of Article V of the Code and that it will observe and perform all conditions and provisions thereof, as well as any amendment thereto hereinafter enacted by the City Council, or any other provision of the Code, whether or not brought to the attention of the Contractor.

**B. CONTRACTOR'S Regular Operations**

CONTRACTOR shall furnish all labor, material and equipment necessary to provide the services for collection, transportation, handling, and disposal of all solid waste and recyclable materials generated by any User within the corporate limits of the City and shall deliver such solid waste and recyclables to solid waste and recycling deemed appropriate by the CONTRACTOR, and otherwise comply with the requirements of AB 939, as hereinafter provided:

2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

(1) The minimum frequency of collection from any Residential User shall be once each week (7 days). The minimum frequency of collection from any Commercial or Industrial User, including residential bin service, shall be once each week (7 days). However, CONTRACTOR shall provide a more frequent service to Commercial and Industrial Users and Residential users requiring bin service upon request of the User.

(2) CONTRACTOR shall provide, upon request from the user, additional collection and removal of garbage, noncombustible rubbish, refuse and other solid wastes, other than as required under this Agreement, at such times as may be agreed upon by CONTRACTOR and User requesting the service. The maximum charges for such additional collection services shall be those approved by the City Council as listed in Appendix A of this Agreement or resolution of the City Council.

(3) CONTRACTOR shall furnish to each single-family Residential User one 95 gallon trash cart and one 65 gallon recycling cart. Upon request of the Residential User, CONTRACTOR shall furnish additional 65 gallon recycling carts, or exchange the 65 or 95 gallon carts for the equivalent capacity in smaller carts, including 35 gallon carts at no additional charge. The carts will remain the property of the CONTRACTOR. The CITY shall not be responsible for the replacement of any lost, damaged or stolen carts. Upon request of the Residential User, CONTRACTOR shall furnish additional trash carts for the fee as set forth in Appendix B.

(4) CONTRACTOR shall collect curbside source separated recyclables from single-family Residential Users in the designated Recycling Cart. The types of materials to be collected in the Recycling Cart shall include all plastic, aluminum, and glass containers, paper including newspapers, magazines, mixed paper and corrugated cardboard, aluminum and other scrap metal, plastic grocery bags, and other materials as designated by the Director of Public Works.

(5) CONTRACTOR shall collect source separated greenwaste from Single-family Residential Users in containers provided by the Resident. Materials to be collected include yard trimmings, leaves, grass, branches under 4 inches in diameter, and other materials as designated by the Director of Public Works.

(6) CONTRACTOR shall provide roll-out service for any frail-elderly or disabled person who is physically unable to roll his or her carts to the curb at no additional charge.

(7) Upon the request of any user or upon order by the Director of Public Works, CONTRACTOR shall provide within 24 hours, approved metal roll-off containers or bins on premises where collection is determined by the Director of Public Works to be feasible. The containers or bins so provided shall be maintained by CONTRACTOR in a neat, clean condition and the CONTRACTOR'S business name shall be painted thereon. CONTRACTOR shall be paid by User for such service at the rates established in this Agreement or resolution of the City Council.

(8) The CONTRACTOR shall clean, pick up, haul away and dispose of any debris left or deposited upon the streets, roads, highways, sidewalks or private property, within the City by reason of any loading or unloading operation of the Contractor, whether or not the same

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

should be occasioned by fault of the occupier of any place or premises or by reason of any spill or leak of operating fluids from the CONTRACTOR'S equipment. CONTRACTOR shall carry on each truck a broom and such other equipment necessary to accomplish the aforementioned operations.

(9) CONTRACTOR shall return all trash receptacles, carts, containers or metal storage bins in an upright position and to the approximate location where found by the Contractor, and without any unnecessary wear, tear or damage to such container, receptacle, cart or bin.

(10) CONTRACTOR shall only be required to remove those items defined in Section 5311 or 5313 of the Code.

(11) Upon the request of a resident, CONTRACTOR shall remove from either single family or multi-family dwelling units, bulky items and other large objects such as household furniture, plumbing fixtures, and large appliances as part of the "Dial-A-Dump" program as defined in Section 5335.2 of the Code and as described in Section 3.G (5) of this agreement. Said service shall be provided to all Single-family Residential Users at no additional cost. Said service shall be provided to all multi-family residential users at the rates set forth in Appendix A of this agreement or by resolution of the City Council.

(12) CONTRACTOR will not be required to remove waste building material and other refuse resulting from the construction, alteration or repair of buildings, house moving or demolition, except when such materials or refuse are presented for collection in approved containers, roll-offs, or clean up bins. Maximum fees for such containers shall be approved by resolution of the City Council or as listed in Appendix A of this Agreement.

(13) CONTRACTOR shall not be required to remove dead animals or other refuse from any place where highly infectious or contagious disease has been present, nor explosive substances, radioactive materials, drugs or poisons or other hazardous wastes or substances.

(14) In the course of all regular operations, the CONTRACTOR shall make every effort to promote and carry out the CITY'S recycling programs, the purpose of which is to increase the amount of solid waste that is diverted from landfills. The CONTRACTOR shall assist the CITY in implementing policies and procedures that will improve the CITY'S effort to divert solid waste from the landfills, including such actions as promoting alternatives to disposal when answering calls for service from Residential and Commercial Users and seeking alternatives to disposal for material collected as part of the Special Collection Services and Programs as set forth herein.

### **C. Collection Hours And Days**

(1) The days for regular collection of refuse shall be Monday through Saturday.

(2) Collection services in any residential zone shall not be earlier than 6:00 A.M., and not later than 6:00 P.M. of any day. Collection necessitated by emergency conditions may be made at different hours subject to the prior approval of the Director of Public Works. CITY

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

reserves the right to change the morning start-up hour to a later time than 6:00 A.M. in residential areas in the event that CONTRACTOR'S early morning operations result in a significant amount of resident complaints as to noise.

(3) Collection of solid waste refuse shall not be made on Sundays unless advance approval is obtained from the Director of Public Works.

(4) Whenever the scheduled collection day falls on New Year's Day, Thanksgiving Day, and Christmas Day or such other City holiday as directed by the Director of Public Works, the CONTRACTOR shall furnish collection for the missed holiday on the next succeeding regular collection day, provided to do so is stated in the published collection schedule. CONTRACTOR shall only provide Saturday residential collection as necessary after a recognized holiday to assure all refuse has been collected on a weekly basis. All routes must be worked and pick-ups completed each week.

### **D. Routes And Changes**

Before any change in the collection schedule or to the collection routes in the City is made by the CONTRACTOR, CONTRACTOR shall obtain the written approval of the Director of Public Works at least thirty (30) days in advance of any such change in the collection schedule, and CONTRACTOR shall provide a new map embodying such changes. CONTRACTOR shall, at its own expense, notify the Users affected by such change in the collection schedule, at least thirty (30) days before such change becomes effective.

### **E. Environmental Standards**

(1) Noise. No noise shall be generated which causes excessive irritation to residents. Noise Levels produced that exceed background (ambient noise), including traffic, by 10 db (A) measured at the nearest residential unit shall be classified as excessive. Vehicles must also conform to standards of the State of California as they relate to noise abatement. Equipment must be updated to eliminate noise as the "state of the art" develops with special devices or methods that can be adopted to existing equipment.

(2) Air Quality and Odors. Any operation or activity which causes the release of air contaminants or foul odors exceeding reasonable standards associated with solid waste collection and recycling shall be abated. The CONTRACTOR shall comply with all applicable laws, rules and regulations, including those promulgated by the South Coast Air Quality Management District including the requirement that all new collection vehicles shall be alternate fuel.

(3) Release of Hazardous Materials. Any operation or activity, including accidental spills or equipment malfunctions which result in the release of any hazardous substance including, but not limited to, hydraulic fluid, coolant, gasoline or diesel fuel, or oil, shall be immediately contained by the CONTRACTOR to prevent said spill from propagating on the street, in the gutters, or in the storm drain system. The CONTRACTOR shall immediately notify the CITY when such event occurs. The CONTRACTOR shall carry at all times, on all trucks used within the city, the proper absorbent materials and equipment necessary to contain such a

2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

release. The CONTRACTOR shall, at his sole expense, clean and abate any such release to the satisfaction of the controlling governmental authority.

**F. Refuse To Be Removed**

(1) Amount of Refuse. CONTRACTOR shall remove refuse, recyclables, and greenwaste generated on each Residential User's property and presented for collection by each Residential User, at locations as hereafter set forth, in at least such amounts as defined in Section 5332 of the Code, except as herein provided. Trash and recyclables are to be placed separately in the designated carts provided by the CONTRACTOR, and greenwaste is to be placed in the Residential User's own approved containers. Contractor shall collect an unlimited amount of recyclable material placed in CONTRACTOR provided carts and greenwaste placed in resident provided containers, and up to 95 gallons of equivalent capacity of trash placed in CONTRACTOR provided carts. Contractor shall collect additional trash in CONTRACTOR provided carts upon request by the Residential User at the monthly fee set forth in Appendix B.

(2) Automated Collection Implementation. CONTRACTOR shall implement the automated collection program in two phases. Within 6 months of the effective date of this agreement, CONTRACTOR shall deliver automated recycling carts to all Residential Users and begin automated collection. Within 4 months, but not later than 6 months, from the delivery of the recycling carts, CONTRACTOR shall deliver automated trash carts to all Residential Users and begin automated collection. CONTRACTOR shall assist the CITY with a public education program for both phases of implementation of automated collection. CONTRACTOR will be permitted to make adjustments to the collection routes and schedules in Phase 2 of the program implementation, provided those changes are minimized to the greatest extent feasible, and are approved by the Director of Public Works as required in paragraph 3. D. of this agreement.

(3) Title to Residential Solid Waste. Ownership and the right to possession of solid waste, green waste and recyclables placed in containers, bins or bundles for collection as refuse, or placed at curbside shall transfer directly from the user of said service to the CONTRACTOR. CONTRACTOR shall have the right to retain and benefit or profit resulting from its right to retain, recycle, compost, dispose of or use the refuse or recyclables that it collects.

(4) Title to Commercial Solid Waste. Ownership and the right to possession of commercial solid waste, green waste and recyclables placed in carts, containers or bins for collection as refuse shall transfer directly from the user of said service to the Contractor. CONTRACTOR shall have the right to retain any benefit or profit resulting from its right to retain, recycle, compost, dispose of or use the refuse or recyclables that it collects. CONTRACTOR acknowledges that its right to take possession of any discarded solid waste or personal property applies only to those materials placed for disposal by the user of the disposal service.

(5) Right of User to Retain Personal Property. Nothing herein contained however shall prevent the user of any place or premise from selling their own personal property and/or recyclable materials as defined herein to anyone for a valuable consideration.

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

(6) Failure to Collect. CONTRACTOR will be required to tag refuse that user has not presented for collection in the manner prescribed herein. A record, listing the address of the tagged refuse, together with the reason for non-collection, shall be provided to the Director of Public Works or designee on a daily basis. If CONTRACTOR refuses to make a collection, the CITY will determine whether the refuse involved conforms to the requirements of this Agreement as to type of containers, weight of containers, etc. The CITY'S determination in each such case shall be binding and final.

Should CONTRACTOR fail to collect, divert, dispose and/or recycle refuse placed for collection at the time and in the manner required, the CITY may cause such refuse to be collected, diverted, disposed of or recycled, and the CONTRACTOR shall reimburse the CITY for the expenses it incurs within five (5) days from receipt of a statement from the CITY demanding payment; or CITY may withhold said amount from monies owing to CONTRACTOR.

### **G. Special Collection Services and Programs**

CONTRACTOR shall provide the following special collection services and programs at no additional charge to either the CITY or the User, except as set forth as follows:

(1) Christmas Tree Recycling Program. Each December and January, CONTRACTOR shall make a special collection of discarded Christmas trees. The time period for collection shall be not less than the two weeks following December 25<sup>th</sup> of each year. Pick-up of Christmas trees shall occur on the users regular weekly collection day. Trees shall be diverted from the landfill, either by delivery to the Los Angeles County Sanitation District Alternative Daily Cover Program for Christmas trees at Puente Hills Landfill, a composting facility, grinding operation or other locations approved by the Director of Public Works. Payment for this program shall be included in the monthly fee for service paid to the CONTRACTOR as set forth in Appendix B.

(2) Telephone Book Recycling Program. CONTRACTOR shall provide bins for the purpose of collecting used telephone books at locations designated by the CITY. This collection program will coincide with the annual distribution of new telephone directories by the local telephone service companies, such as Verizon and Pacific Bell. CONTRACTOR shall transport the materials collected under this program to an appropriate recycling facility. Payment for this program shall be included in the monthly fee for service paid to the CONTRACTOR as set forth in Appendix B.

(3) City Facility Collection Service. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall collect and dispose of solid waste and recyclables from any premises used and occupied by the City of Lakewood, or its concessionaires for municipal purposes, including Nixon and Arbor Yards. Payment for this program shall be included in the monthly fee for service paid to the CONTRACTOR as set forth in Appendix B.

(4) Dial A Dump Program. CONTRACTOR shall provide bulky item collection services in the manner and as defined in Section 5335.2 of the Code, to each user within the single-family residential zone who request said services between the hours of 7:00 a.m. and 3:00

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

p.m. on the day of his or her regular trash pickup day. Such collection service shall be limited to six times per user per year in accordance with the schedule established by the Director of Public Works. CONTRACTOR will work with CITY to develop alternatives to landfilling material collected under this program to assure the highest possible level of recycling. Payment for this program shall be included in the monthly fee for service paid to the CONTRACTOR as set forth in Appendix B.

Multi-family users may also request up to six bulky item pick-ups per year. Each pick-up shall be limited to a maximum of four items. The user shall pay for bulky item pick-up at the rate set forth in the Bin and Special Service Maximum Rate Schedule, Appendix A of this agreement or resolution of the City Council.

(5) City Sponsored Community Service Events. CONTRACTOR shall provide a maximum of twelve (12) roll-off bins, including tipping fees, for CITY sponsored community service events, such as Volunteer Day, Teens in Lakewood Care (TLC) projects, or any others as specified by the Director of Public Works. Payment for this program shall be included in the monthly fee for service paid to the CONTRACTOR as set forth in Appendix B.

(6) Recycling. CONTRACTOR agrees to participate with the CITY in any local recycling or resource recovery program to which the CITY is a party, subject to reasonable compensation for any extraordinary costs incurred thereby.

(7) Household Battery Collection and Disposal. CONTRACTOR agrees to collect household batteries from designated collection points as designated by the CITY. CONTRACTOR will provide for the appropriate disposal of said household batteries. Payment for this program shall be included in the monthly fee for service paid to the CONTRACTOR as set forth in Appendix B.

(8) Recycling Advancement Fee. Commencing July 1, 2009 and throughout the term of the Agreement, CONTRACTOR shall make payments to the CITY in the amount of Twenty Five Thousand Dollars (\$25,000) per year to offset CITY costs of enforcing illegal scavenging of recyclables, as well as other beneficial recycling efforts the CITY deems appropriate. Fee shall be deducted in twelve equal installments from monthly payments the CITY remits to CONTRACTOR.

#### **4. DELIVERY OF SOLID WASTE TO DISPOSAL SITES**

In order that the CITY may meet the solid waste diversion goals mandated in AB 939, the CONTRACTOR agrees to deliver the refuse, recyclables, and greenwaste collected from residential curbside and commercial pick-up to any legally licensed, permitted, and operating landfill, transfer, recycling, composting or transformation facility. The distribution of the refuse to the various facilities shall be at the discretion of the CONTRACTOR, except that the CONTRACTOR agrees that a minimum of ten percent of the CITY'S average (2003 through 2006) calculated per capita generation tonnage as defined by the State of California Integrated Waste Management Board shall be delivered, until further notice, to the SERRF plant in Long Beach in order to receive the maximum allowable transformation credit under AB939. Within 45 days of the end of each month, the CONTRACTOR shall furnish the CITY with an

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

accounting of all deliveries to the various facilities for all materials collected from the City of Lakewood. CONTRACTOR shall also furnish landfill tickets or copies of landfill tickets upon request.

### **A. Payment of Disposal Fees**

CONTRACTOR shall be responsible for payment of all disposal or recycling tipping fees for all residential and commercial trash, greenwaste and recyclables collected from the City of Lakewood.

For the remainder of 2009, the CITY shall maintain billing accounts with the Long Beach SERRF facility to allow for payment and reimbursement of trash disposed at SERRF under the SERRF agreement described in Section 4 B below.. Separate accounts for residential and commercial collection shall be maintained. The CITY shall pay the disposal fees for all loads delivered to SERRF. Since the disposal fees are included as part of the monthly fee for service for residential collection or the maximum rates that the CONTRACTOR may charge multi-family residential bin and commercial bin customers (i.e. the "Commercial Accounts"), the CONTRACTOR shall reimburse the CITY for the disposal fees that the CITY has paid. The CITY shall invoice the CONTRACTOR monthly for reimbursement of any disposal fees.

If CITY is able to execute a new or revised SERRF agreement effective beyond January 1, 2010, with a tipping fee rate (Lakewood rate) that is less than the gate tipping fee rate (gate rate) charged the general public, then CITY will continue to pay tipping fees for Lakewood residential and commercial trash, using the reimbursement method described above. CONTRACTOR agrees that the CITY shall retain the difference between the Lakewood rate and the gate rate for every ton of residential or commercial trash disposed at SERRF up to a maximum of ten percent of the CITY's average (2003 through 2006) calculated per capita generation tonnage as defined by the State of California Integrated Waste Management Board. If CONTRACTOR sends tonnage to SERRF in excess of ten percent of the CITY's average (2003 through 2006) calculated per capita generation tonnage, the CITY shall retain 50% of the difference between the Lakewood rate and the gate rate for every ton of residential or commercial trash dumped at SERRF in excess of the initial ten percent of the CITY's average (2003 through 2006) calculated per capita generation tonnage. If under the CITY'S new or revised SERRF agreement, it is permissible for CONTRACTOR to pay the tipping fees directly to SERRF, then CONTRACTOR shall pay to the CITY the differences between the Lakewood rate and the gate rate as previously described. If the CITY is unable to execute a new or revised SERRF agreement, and must pay the gate rate for tipping fees for Lakewood residential and commercial trash, then CONTRACTOR agrees to pay said tipping fees directly to SERRF.

### **B. CONTRACTOR'S Obligation with Respect to "Solid Waste Disposal Service Agreement with the City of Long Beach" (SERRF Agreement)**

CONTRACTOR agrees to comply with the applicable provisions of that certain Agreement entitled "Solid Waste Disposal Service Agreement between the City of Long Beach and the City of Lakewood," (SERRF Agreement), dated March 24, 1987, as well as any amendment heretofore or hereinafter agreed upon between the City of Lakewood and the City of Long Beach, as the City of Lakewood's Designated Refuse Collector, and in addition, as

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

hereinafter set forth. In accordance with the terms and provisions of said SERRF Agreement, CONTRACTOR shall deliver residential and commercial solid waste to SERRF for disposal where authorized and subject to the terms and provisions of said Agreement as directed by the Director of Public Works. In that regard, CONTRACTOR agrees as follows:

(1) CONTRACTOR agrees that it shall deliver waste tonnage to SERRF in an amount not to exceed the allowable amount as provided for in the SERRF Agreement. After January 1, 2010, CONTRACTOR agrees to deliver a minimum of 10% of the CITY'S average (2003 through 2006) calculated per capita generation tonnage to SERRF to obtain the maximum transformation credit allowed under AB 939.

(2) CONTRACTOR is further aware that SERRF is not obligated to receive acceptable waste at a daily rate greater than the maximum daily tonnage provided for in the SERRF Agreement.

(3) CONTRACTOR shall deliver waste to SERRF during the hours of 6:00 a.m. through 6:00 p.m. Monday through Saturday, excluding holidays.

(4) CONTRACTOR shall not deliver waste to SERRF after it has received a written notification from either the City of Long Beach or the City of Lakewood that SERRF is unable to accept the waste.

(5) The CONTRACTOR'S performance of obligations imposed by the SERRF Agreement is subject to review by the City of Long Beach so that the City of Long Beach can make a determination whether or not the solid waste delivered to SERRF by CONTRACTOR is in compliance with the SERRF Agreement.

(6) CONTRACTOR shall deliver acceptable waste in vehicles that are acceptable to the City of Long Beach. Such vehicles must be compatible with SERRF, its equipment and regulatory requirements.

(7) If either the City of Long Beach or the City of Lakewood notifies the CONTRACTOR that SERRF is unable to receive waste, CONTRACTOR shall maintain weight records verified by the Solid Waste Disposal Facility Operator who receives the acceptable waste not processed at SERRF.

(8) If the CONTRACTOR delivers any unprocessable waste for which the City of Long Beach removes and disposes of, CONTRACTOR shall be liable for the payment of the expense incurred and invoiced by the City of Long Beach.

(9) CONTRACTOR agrees to deliver to SERRF in separate trucks properly marked or designated, as agreed by the City of Long Beach and the City of Lakewood, two separate and different types of refuse:

- a. Residential and Commercial bin collection.
- b. Residential curbside collection.

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(10) CONTRACTOR acknowledges that the SERRF program may change as therein authorized or provided, and CONTRACTOR further acknowledges that it has entered into this Agreement with that understanding and that it will, in the event of any change, modify its operation to comply with any change legally imposed under the SERRF Agreement unless the same makes it impossible for the CONTRACTOR to perform this Agreement with the City of Lakewood.

(11) In the event that the CITY receives a rebate from the City of Long Beach for a portion of the disposal fees paid at SERRF, the CITY shall remit to the CONTRACTOR their prorated share of the rebate related to the disposal fees for the commercial bin services paid by the CONTRACTOR as described in Section 4.A above.

### **5. TRUCKS AND EQUIPMENT**

The CONTRACTOR agrees that all labor, material, equipment, supplies and facilities necessary and proper to perform this Agreement shall be furnished by CONTRACTOR at its sole cost and expense. Adequate back-up equipment must be available at all times to service the CITY. CONTRACTOR further agrees as follows:

#### **A. Equipment Standards**

All trucks and equipment shall be maintained by the CONTRACTOR in good mechanical condition, be neatly painted, and meet other reasonable standards as may be established as by the Director of Public Works. The trucks' sides and covers shall be so constructed, used and maintained, that refuse will not blow, fall or dislodge out of said truck into the street at any time. The bodies of the collection equipment shall be watertight and equipped with close-fitting metal covers. Residential and commercial front-loading collection vehicles shall not be older than ten years, except for two spare collection vehicles that may be used occasionally when one of the regular collection fleet is out of service for routine maintenance or repair.

The equipment used by CONTRACTOR in the performance of this Agreement shall be painted with colors approved in advance in writing by the Director of Public Works, plainly marked with the CONTRACTOR'S name and telephone number in legible letters on the sides of each vehicle with wording "Serving the City of Lakewood." The equipment or signage shall not be painted any different colors unless the change is first approved in advance and in writing by the Director of Public Works.

At all times, the CONTRACTOR shall comply with the South Coast Air Quality Management District requirements and the California Air Resources Board emission standards for refuse removal vehicles, as well as other Federal, State, and local laws and regulations that may be enacted during the term of this Agreement.

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**B. Registration with CITY**

All trucks used by the CONTRACTOR in performing refuse and recycling collection throughout the CITY shall be registered with the Director of Public Works and designated with the letter "L" in front of the truck number. The trucks shall be designated for either the residential or commercial/industrial routes. None of the aforementioned vehicles so marked shall be used for any refuse collection or disposal other than those routes approved by the CITY pursuant to the terms and provisions of this Agreement. The Dial-A-Dump truck and trucks used as spare vehicles shall also be registered and numbered.

**C. Operation of Vehicles**

All vehicles shall be operated in conformance with the California Vehicle Code and all other federal, state, county and local laws, regulations and ordinances governing the operation of motor vehicles on public and private streets.

**D. Maintenance**

CONTRACTOR shall institute a complete and comprehensive system of preventive maintenance. All vehicles shall be kept lubricated, in good repair, clean and free of odor. During the CITY'S annual inspection, a complete inspection of CONTRACTOR'S vehicles shall be made, at CONTRACTOR'S cost, by CITY or by inspection authorities designated by CITY. CONTRACTOR shall at all times comply with all California State, Los Angeles County and local applicable safety, noise and smog control laws, regulations and ordinances. Should any inspection by the State, County or local authorities disclose safety defects in vehicles being used by CONTRACTOR under this Agreement, CONTRACTOR shall be given two weeks notice by CITY to remedy such defects. In no case shall CONTRACTOR use any vehicle for collection within the CITY that is known or should reasonably be known by CONTRACTOR to be unsafe for use. CONTRACTOR further agrees to submit to regular California Highway Patrol inspections as required and to provide the Director of Public Works with all documentation pertaining to the maintenance of its trucks and equipment including inspections thereof by the California Highway Patrol upon request. In addition to an annual inspection, the CITY shall have the right to inspect any truck at any time on reasonable notice.

**E. Replacement of Fleet**

CONTRACTOR agrees to replace current front-loading collection trucks that are used to collect residential solid waste with new automated, alternate fuel trucks that have been driven 1,000 miles or less for collection of trash and recyclables. The CONTRACTOR agrees to obtain and place into service said new trucks in accordance with the schedule set forth for implementation of both automated recycling and trash cart collection.

**F. Automated Recycling and Trash Carts**

CONTRACTOR shall furnish and maintain sufficient quantity of automated recycling and trash carts for all Lakewood Residential Users. The standard sizes shall be 65 gallons for the automated recycling cart and 95 gallons for the automated trash carts.

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

CONTRACTOR shall also furnish and maintain a stock of 35 and 65 gallon recycling and trash carts to provide for the needs of Residential Users as described in Section 3. B. (3) of this agreement. All carts shall be stamped with the City of Lakewood logo, in addition to the CONTRACTOR'S logo and identification information. Cart specifications shall be approved by the Director of Public Works prior to placement of the initial order. In the event that CONTRACTOR places subsequent orders for replacement carts, the CONTRACTOR shall endeavor to order the same carts, or closest possible replacement to maintain a uniform appearance. Deviations from the originally approved specification shall be submitted to the Director of Public Works for approval prior to order placement.

### **G. Evidence of Equipment Order**

CONTRACTOR agrees that he will order the new trucks described in Paragraph E. and carts described in Paragraph F. above. CONTRACTOR will provide to the CITY, in a form acceptable to the Director of Administrative Services, evidence that such order is in place within 30 days of the effective date of this Agreement. In the event that the CONTRACTOR does not provide said evidence of order to the CITY, the CONTRACTOR shall be considered to be in default of this Agreement.

### **H. City Message Signs**

CONTRACTOR shall install on both sides of each residential and commercial collection vehicle a frame that will allow the installation of a city message signboard. The size and design of the frame shall be subject to the approval of the Director of Public Works. The CITY shall have the exclusive use of the signboards for promotion of city events or the dissemination of public information. The CITY shall produce the signboards at its sole expense and provide them to the CONTRACTOR for installation in the frames.

### **I. Maintenance of Bins**

CONTRACTOR shall maintain all trash disposal bins provided by it pursuant to the terms and provisions of this Agreement in good mechanical condition and in reasonable appearance as determined by the Director of Public Works.

## **6. CONTRACTOR'S EMPLOYEES**

### **A. Uniforms**

CONTRACTOR'S employees performing services pursuant to this Agreement shall at all times be dressed in clean uniforms with suitable CONTRACTOR and employee identification. Employees shall not remove any portion of their uniform while working. Any uniform selected by CONTRACTOR shall be subject to the approval of the Director of Public Works before being worn by CONTRACTOR'S employees.

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

### **B. Supervision**

CONTRACTOR shall provide a competent, full-time field supervisor satisfactory to the CITY. The supervisor shall be an employee of the CONTRACTOR and responsible for directing the work. Notices, orders and instructions given by the CITY to the supervisor shall be deemed, for all purposes, as satisfactory notice to the CONTRACTOR.

### **C. Character of Employees**

If any person employed by CONTRACTOR shall appear to the Director to be incompetent, or to act in a disorderly or improper manner, they shall be removed by CONTRACTOR from any activities on behalf of the CITY under this Agreement when so requested by the Director.

### **D. Anti-harassment Policy**

In conformance with CITY policy, and State and Federal law, the CONTRACTOR shall be responsible to assure that all employees of the CONTRACTOR refrain from any form of harassment of any individual while providing services to the CITY. The prohibition on harassment shall include sexual harassment, and harassment related to an individual's race or ethnicity, religious creed, physical disability, medical condition, marital status, sexual orientation or age. In the event that the CITY receives a complaint or becomes aware of an incident involving harassment, the CONTRACTOR shall immediately investigate the complaint and take steps to assure that such harassment ceases.

### **E. Fees And Gratuities**

Neither the CONTRACTOR, nor any of its agents or employees, shall request, demand or accept, either directly or indirectly, any compensation or gratuity from any person, firm or corporation for the collection of solid waste within the City of Lakewood as herein defined, except such compensation as may herein be provided for and permitted.

## **7. CONTRACTOR SAFETY PROGRAM**

CONTRACTOR shall be solely responsible for the safety of his employees. CONTRACTOR shall develop and maintain an Injury and Illness Protection Program (IIPP) in accordance with the Cal/OSHA requirements contained in the California Code of Regulations, Title 8 Section 3203 (CCR T8 Section 3203), "Injury and Illness Prevention Program." CONTRACTOR shall provide safety, health, and job skills training so as to provide a safe and healthful workplace, and meet all applicable Cal/OSHA requirements. CONTRACTOR shall maintain all OSHA 300 logs and records, and have them available for inspection.

## **8. CUSTOMER BILLING AND RATES**

Services shall be billed at the rates established by Ordinance and/or Resolution of the CITY. Collection of the costs of services as specified in Section 5340 of the Code shall be performed by the parties as follows:

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**A. Residential Billing**

(1) Services provided to single-family residences shall be billed by the CITY, and all consideration collected therefrom shall belong to the CITY. CITY shall remit to the CONTRACTOR any additional fees charged for the collection of any additional trash carts ordered by the Residential User as set forth in Appendix B of this agreement.

(2) Such billing shall be for the refuse collection service to each premise of the CITY by the CITY or its CONTRACTOR as a governmental function under Chapter 3 of Article V of the Code. Excluded from this governmental function is bin and special services provided to the occupant of any place or premise within the CITY, whether on a regular or one-time basis, by the CONTRACTOR.

**B. Commercial and Multi-Family Residential Billing**

(1) The CONTRACTOR shall bill the occupant or person in control of any other place or premises for said services at least monthly, or such other time as established by the Director of Administrative Services.

(2) When the billing is performed by the CONTRACTOR, the same shall be at its own cost and expense, but in accordance with the rules and directions of the Director of Administrative Services and the provisions of said Chapter 3 of Article V of the Code. Under such rules and regulations, the CONTRACTOR shall report all such collections and delinquent bills. In the event any billing remains unpaid, the CITY shall render and deliver at least one bill before the same may be considered a delinquent bill due and owing to the CITY.

(3) If the CONTRACTOR receives a check from the User which is returned for insufficient funds or any other reason, the CONTRACTOR may charge the user a "bad check" fee in an amount as set forth in forth in the "Bin and Special Service Rate Schedule" in Appendix A of this Agreement or resolution of the City Council.

(4) The CONTRACTOR, when billing and collecting for commercial and multi-family service, does so as an agent of the CITY. However, the funds so collected by the CONTRACTOR shall not be CITY funds and shall be retained and accounted for by the CONTRACTOR to the Director of Administrative Services, in a manner specified by the Director of Administrative Services, for credit on the compensation owed by the CITY to the CONTRACTOR for said services.

(5) All fees and charges collected by the CONTRACTOR pursuant to Section 5340.B. of the Code shall belong to the CONTRACTOR when received by it. Delinquent fees and charges collected by the CITY belong to the CITY when received by it. Such fees collected by the CITY shall be remitted to the CONTRACTOR less CITY collection expenses.

(6) The CONTRACTOR agrees that the format, procedure and practice of its billing shall be subject to the approval of the Director of Administrative Services of the CITY. If the CONTRACTOR does not comply with the directions of the Director of Administrative Services in this regard, it may be deemed a breach of this Agreement. CONTRACTOR further

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acknowledges that it bears the risk and cost of collection of all accounts transferred to it by this Agreement and that the CITY shall not reimburse it for any accounts that are uncollected for whatever reason or cause. CONTRACTOR further agrees it will not charge or bill any person for any of the services to be performed by it pursuant to this Agreement as a fee or charge in excess of those fees or charges set forth in Chapter 3 of Article V of the Code or this Agreement or resolution of the City Council.

### **C. Consideration for Commercial Service**

(1) The CONTRACTOR, as consideration for the services provided by the CONTRACTOR under this Agreement, is granted the exclusive right to provide to occupants of any place or premises within the CITY bin and special service, not enumerated above, which shall be the function and obligation of the CONTRACTOR and not a CITY operation. In consideration of this right, the CONTRACTOR agrees not to impose or collect fees or charges for said service in excess of the rates set forth in the "Bin and Special Service Maximum Rate Schedule" in Appendix A or resolution of the City Council.

(2) The fees or charges so collected by the CONTRACTOR are the consideration that the CONTRACTOR shall receive for providing said service and shall not be considered CITY fees or charges. The responsibility of setting the same, collecting the same, and absorbing delinquent charges shall be the sole and exclusive province of the CONTRACTOR. Commencing July 1, 2010, and each fiscal year thereafter, the City Council shall by resolution adjust said maximum cap based on an April-to-April C.P.I. The adjustment shall be prepared by the Director of Administrative Services.

(3) Notwithstanding the foregoing, CONTRACTOR may enter into an agreement with any occupant of any place or premise for the removal and disposal of refuse in excess of that specified by Chapter 3 of Article V, but shall not release any occupant from any obligation imposed by Chapter 3 of Article V of the Code to pay to the CITY the refuse collection fees billed by the CITY pursuant thereto.

(4) CONTRACTOR shall provide refuse collection services in accordance with and subject to the terms and provisions of Chapter 3 of Article V of the Code in this Agreement to all premises other than single family residential pursuant to an agreement between the CONTRACTOR and occupant, and except for contracts between a CONTRACTOR and any occupant for additional services beyond those specified in Chapter 3 of Article V of the Code, CONTRACTOR shall not charge any fee in excess of that specified in the Appendix or resolution of the City Council. All contracts between an occupant and CONTRACTOR shall otherwise be subject to the terms and provisions of Chapter 3 of Article V of the Code.

## **9. CONSIDERATION**

### **A. Residential Collection Service**

In consideration of the foregoing, the CITY agrees to pay to said CONTRACTOR for said services per month for all residential units not served by refuse storage bins at the rate set forth in the CITY OF LAKEWOOD RATE SCHEDULE, Appendix B of this agreement. All

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residential units served as of January 2, 2009 is hereby established as the base number of residential units. On the first day of each fiscal year thereafter during the term of this contract, beginning on July 1, 2010, the aforementioned monthly consideration for all residential units not served by refuse storage bins shall be adjusted by adding or deleting an amount equal to the Residential Billing Adjustment Factor, at the rate set forth in the CITY OF LAKEWOOD RATE SCHEDULE, Appendix B of this agreement, for each residential unit added to or deleted from the CITY's collection system since January 2 of the previous fiscal year.

Said monthly service consideration shall be paid not later than the fifth (5<sup>th</sup>) day of the month immediately following the month during which said services are to be rendered. Said consideration shall be effective for all services rendered commencing July 1, 2009, and shall be paid to the CONTRACTOR whether or not the CITY actually receives payment for services billed by it. The aforementioned rate shall be known as the "base rate". The parties hereto recognize that due to conditions generally prevailing, general rises in the cost of living are reasonable and foreseeable. It is therefore agreed the above-stated monthly consideration shall be subject to a percentage adjustment commencing July 1, 2010, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component being 67.5% and the tipping fee component being 32.5% of the "base rate". The service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the posted tipping fee rates for municipal solid waste at SERRF, Puente Hills, and Bel Art Transfer Station, or other mutually agreeable designated facilities, on January 1, 2010, and annually thereafter, as compared to the average of those same rates on January 1, 2009. Single-family residential Dial-a-Dump expenses shall be included in the base rate.

It is further agreed that the consideration for Special Collection Services and Programs as set forth in Appendix B shall be subject to a percentage adjustment commencing July 1, 2010, and on the first day of each fiscal year thereafter in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April".

### **B. Multi-family and Commercial/Industrial Collection**

The maximum rates that the CONTRACTOR may charge for residential and commercial bin services shall be as set forth in the "Bin and Special Service Rate Schedule" in Appendix A of this Agreement or thereafter by resolution of the City Council. The table includes rates for bin service and all other special services provided by the contractor. The rates include disposal fees. The aforementioned rates shall be known as the "maximum rates." The parties hereto recognize that due to conditions generally prevailing, general rises in the cost of living are reasonable and foreseeable. It is therefore agreed the maximum rates included in the "Bin and Special Service Rate Schedule" shall be subject to a percentage adjustment commencing July 1, 2010, and on the first day of each fiscal year thereafter in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April".

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### **C. Budget and Appropriation**

In connection with the payment of the aforementioned consideration, the CITY covenants to take such action as may be necessary to include from all lawful available monies of the CITY in its annual budget effective July 1 of each year during the term of this Agreement an appropriation of funds for all basic fee payments due hereunder to the CONTRACTOR for the fiscal year commencing July 1. The CITY covenants and agrees during each annual budget determination that it will appropriate for ensuing fiscal years all funds necessary for the basic fee payments required by the aforementioned Paragraphs A and B due hereunder for the fiscal year commencing July 1. The CITY covenants and agrees during each annual budget determination that it will appropriate for each ensuing fiscal years all funds necessary for the basic fee payments provided there are lawfully available funds to do so. The CITY further covenants and agrees that in making said annual appropriation, it will consider the funds due hereunder and obligation to the CITY that must be met from revenues available to the CITY for that year. During the term hereof, the CITY will furnish to the CONTRACTOR and its approved lien holder, no later than twenty (20) days following the adoption of the budget for its then current fiscal year, a certificate of the CITY representing to the effect that the basic fee payments due in the fiscal period have been included in the budget approved by the City Council for such fiscal period. The covenant on the part of the CITY herein contained shall be deemed to be, and shall be construed to be, duties imposed by law.

### **10. TERM**

The term of this Agreement shall commence on July 1, 2009 and expire June 30, 2014, provided however, that commencing January 1, 2010 and every year thereafter, automatic one year extensions shall be applied to said Agreement so that the term of the Agreement shall remain between four years and six months (4.5 years) and five years and six months (5.5 years), subject to the provision contained below in this section.

Should either party desire that said automatic one year renewal and extension provision be terminated, such party may give the other written notice of such termination within thirty (30) days prior to January 1 of any year of the Agreement. Such notice will terminate the automatic one year renewal and extension provision, and the Agreement shall remain in effect for the balance of the term then outstanding.

Notwithstanding the above provisions, if Edward G. Burr or Sandra L. Burr, collectively, cease to own a controlling interest in the CONTRACTOR, exclusive of intra-family transfers, the City shall retain the right to revert the contract to a fixed term of one (1) year from the date of such sale. Intra-family transfers will be deemed to have occurred if ownership is passed to, or assumed by, one of Edward G. Burr or Sandra L. Burr immediate and qualified family members or thereafter to a qualified member of transferee's immediate family. In order to be deemed qualified, an immediate family member transferee must be an officer in one of the companies owned by the Burr family.

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### **11. E-GOVERNMENT REQUIREMENTS**

CONTRACTOR agrees to maintain, e-mail connection with CITY'S service request staff on the receipt and status reporting of service requests, including dial-a-dump scheduling. CONTRACTOR further agrees to participate in any direct-from-Web processing and status report of service requests that CITY may institute on or after July 1, 2009.

### **12. COMPLAINTS**

CONTRACTOR shall receive and record all complaints and communications from persons being served under the provisions of this Agreement. For this purpose, the CONTRACTOR shall maintain an office within a 10-mile radius of the City of Lakewood and provide a local toll-free telephone number with CONTRACTOR personnel available to answer during normal business hours. Normal business hours for the purpose of this Agreement shall be construed to mean 7 a.m. to 5 p.m., excluding Saturdays and Sundays. An answering service shall not constitute an approved method of meeting this requirement. The established telephone number shall be published and made available to all Users in a form and manner approved by the Director of Public Works. Inasmuch as the CITY will undoubtedly receive complaints from time to time from persons being served under the provisions of this Agreement, the following requirements shall be met:

A. Within twenty-four (24) hours after receiving a complaint from the CITY, the CONTRACTOR'S responsible officer or supervisor shall contact the office of the Director of Public Works or designee for the purpose of personally discussing the complaint. If requested by the office of the Director of Public Works, such officer shall personally appear at the Director's office to confer about any and all complaints. The CONTRACTOR shall promptly respond to all calls and act upon all reasonable requests and instructions pertaining to the collection of solid waste, from Users, the CITY'S Service Request Representatives or the Director of Public Works. Within 24 hours after receiving such requests and instructions, the CONTRACTOR shall submit a written report to the Director of Public Works to explain the action taken or other disposition made regarding all such complaints.

B. The CONTRACTOR shall be subject to the following complaint arbitration procedure:

(1) A User dissatisfied with the CONTRACTOR'S decision regarding a complaint may ask the CITY to review the complaint. To obtain this review, the User must request CITY review within thirty (30) days of receipt of CONTRACTOR'S response to the complaint, or within forty-five (45) days of submitting the complaint to the CONTRACTOR, if the CONTRACTOR has failed to respond to the complaint. The CITY may extend the time to request its review for good cause.

(2) Before reviewing the complaint, the Director of Public Works shall refer it to the CONTRACTOR. If the CONTRACTOR fails to correct the problem described in the complaint within ten (10) days from the referral, the Director of Public Works shall review the User's complaint and determine if further action is warranted. The Director of Public Works may request written statements from the CONTRACTOR and User, and/or oral presentations.

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(3) The Director of Public Works shall determine if the User's complaint is justified, and if so, what remedy, if any, shall be imposed and assessed against the CONTRACTOR. The remedy under this section shall be limited to a rebate of the User's charges related to the period during any breach of any of the terms of this Agreement, or an assessment against the CONTRACTOR to be made payable to the CITY in an amount up to \$100 for any single event or series of related events; or any actual damages. Such assessment amount shall be determined by the Director of Public Works on a case-by-case basis.

C. The decision of the Director of Public Works or designee shall be final on any single matter under \$500. Any assessment in excess of \$500 shall be approved by the City Manager who may conduct an in-house hearing. No such assessment shall be levied without hearing from the CONTRACTOR who may seek review of the decision before the City Council by requesting such a review in writing within thirty (30) days from the actual service on the CONTRACTOR of the Director's written decision.

### **13. BOOKS AND RECORDS: AUDIT**

The CONTRACTOR shall maintain records required to conduct its operations, to support requests it may make to the CITY, and to respond to requests from the CITY concerning the conduct of the CITY'S business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated, such as fire, theft, and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years after the expiration of the Agreement.

The CONTRACTOR agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to the CITY and/or its official representatives during normal business hours. The CITY may review or utilize any of the records described in this section for any purpose whatsoever.

CONTRACTOR shall maintain for and make available to the CITY all records relating to:

- (1) Customer service and billing records,
- (2) Customer accounts lists of all multi-family and commercial users billed by the CONTRACTOR, including service address, billing address, service levels (i.e., number of containers, container size, and frequency of service) and monthly rates;
- (3) Records of special services provided (locked bins, bin cleansing, etc.);
- (4) Routes and route hours;
- (5) Facilities, equipment and personnel used;
- (6) Complaint summaries, summarized by nature of complaint;
- (7) Missed pick-ups;
- (8) Number of roll off deliveries;
- (9) Tons collected, processed, diverted (recyclables and greenwaste) and disposed by type of service (cart, bin, barrel, or roll off), waste stream (refuse, recycling, or greenwaste) and customer (single-family, multi-family, commercial, industrial, or construction/demolition), and facility used;
- (10) Special programs statistics, including number of calls, locations, material types and tonnages;

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

- (11) AB 939 compliance records, and
- (12) Other information or reports that the CITY may reasonable request or require.

CITY shall have the right to inspect or review the specific documents, reports or records listed above or required expressly, or by inference, pursuant to this Agreement, or any other similar records or reports of the CONTRACTOR or its related party entities that the CITY deems, in its sole discretion, necessary to evaluate CONTRACTOR'S performance provided for in this Agreement.

### **14. FINANCIAL STATEMENTS**

At the request of the CITY, CONTRACTOR shall allow the City Manager or designee to review copies of the Audited Financial Statements at the CONTRACTOR'S office. The Audited Financial Statements shall include comparative balance sheet, comparative operating statement, statement of changes in investments in property and equipment, statement of source and application of funds, and a statement of changes in owner's equity, in which shall be set forth the names of principal officers and stockholders of the corporation, if any, and salaries, if any, paid to such individuals. CITY and CONTRACTOR agree to use reasonable efforts to protect the confidential nature of the Audited Financial Statements.

Failure to provide Audited Financial Statements on a timely basis may result in \$25/day assessed liquidated damages until such time that the financial statements are furnished in a form satisfactory to the Director of Public Works.

CONTRACTOR shall keep such books and records as shall be necessary to perform the services required by this Agreement and to enable the CITY to evaluate the performance of such services. The CITY shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit and make records and transcripts from such records. The records of the CONTRACTOR shall include all financial transactions. Said records shall be physically maintained in the CONTRACTOR'S office.

### **15. ANNUAL PERFORMANCE EVALUATION**

The CITY may conduct a meeting with the members of the Environmental Management Committee to review the performance of the Contractor. This meeting shall be scheduled annually during the month of September during the term of this Agreement. The CONTRACTOR shall be present at this meeting and shall participate in the review of their performance. The purpose of the meeting is to provide for a discussion and review of technological, economic, and regulatory changes in collection, source reduction, recycling, processing and disposal to achieve a continuing, advanced solid waste collection, source reduction and recycling and disposal system. The meeting is also intended to assure that the CONTRACTOR'S services are being provided with adequate quality, effectiveness and economy.

By September 1 each year, the CONTRACTOR shall submit a comprehensive annual report for the fiscal year ending June 30, which states, at minimum, the following:

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

- (1) A log of all complaints received by the CONTRACTOR from residents or businesses in Lakewood with a notation regarding the resolution of the complaint. The CITY will supplement this information with a report from the CITY'S own service request system.
- (2) A summary report of all multi-family, commercial, and roll-off account billings, along with a listing of problem accounts.
- (3) A summary report of all residential premises that have requested additional trash or recycling carts.
- (4) A copy of the CONTRACTOR'S OSHA 300 log and a copy of the CONTRACTOR'S current Injury and Illness Prevention Program.
- (5) A summary report of the condition of the CONTRACTOR'S fleet of trucks and equipment that serve Lakewood, including a history of major repairs, accidents, and current mileage.
- (6) A summary of the materials collected under the Dial-a-Dump program, along with a listing of the dates and addresses serviced.
- (7) A summary of the materials collected under any special collection program along with a listing of the dates and quantities of material collected.
- (8) A summary of materials collected under the residential automated recycling program.
- (9) Any suggestions by the CONTRACTOR that may improve service to the residents and businesses in Lakewood.

### **16. ASSIGNMENT PROHIBITED**

This Agreement may not be assigned, transferred, sold, mortgaged, hypothecated, subleased, nor may a trust be created concerning this Agreement or any portion thereof without the approval of the City Council. CONTRACTOR acknowledges that the CITY has entered into this Agreement based on the knowledge and experience of the principal owners, managers and shareholders of EDCO WASTE SERVICES, LLC. Any sale, transfer, mortgage or hypothecation of the shares or the ownership interest in EDCO WASTE SERVICES, LLC by any of its existing shareholders or owners-of-interest of record shall constitute a prohibited assignment under the provisions of this paragraph requiring the consent of the City Council. The CITY agrees not to unreasonably withhold its consent in connection with an assignment of shares for the purpose of a family trust or other estate planning device or in connection with stock options issued to employees.

Notwithstanding the foregoing, CONTRACTOR may collaterally assign the right to receive the basic fee payable to CONTRACTOR under this Agreement. The collateral assignment shall be evidenced by an assignment agreement, a security agreement, collateral assignment or other appropriate instrument (the "Encumbrance") in favor of a qualified lien holder in connection with the purchase by the CONTRACTOR of any trucks to service this Agreement, provided that no more than one (1) qualified lien holder shall be permitted to have an encumbrance on the Agreement at any one time. The CITY hereby specifically agrees to consent to such an encumbrance, but the owner of the encumbrance shall agree to otherwise subordinate its lien to all of the terms and conditions of this Agreement. The CITY further agrees to cooperate with CONTRACTOR in securing the necessary financing for the purchase of new trucks, provided, however, that the CITY shall have no obligation to pay for said trucks or said encumbrance.

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

### **17. KEY PERSONNEL**

This Agreement between the CITY and the CONTRACTOR has been entered into in part because of a long-standing and successful relationship with Martin Simonoff, a Manager of EDCO. The CONTRACTOR has agreed to continue to retain Martin Simonoff as Manager of the disposal business, as provided in the Agreement between the CITY and BZ DISPOSAL, INC. dated February 26, 2002. The CITY, upon receipt of a written notice that Martin Simonoff is no longer involved in the management of the EDCO transferred to the CONTRACTOR, grants the CONTRACTOR ninety (90) days to find a mutually agreeable replacement. If no mutually agreeable replacement can be found within the 90-day period, the CITY may, in its discretion, terminate said Agreement.

### **18. TERMINATION BY THE CITY**

In the event of a substantial failure of performance on the part of the CONTRACTOR hereunder, or the failure of the CONTRACTOR to comply with the terms and provisions of this Agreement, The City Council may set a public hearing on whether the Agreement and all rights and privileges of the CONTRACTOR hereunder should be revoked. Such public hearing shall be held after at least ten (10) days written notice to CONTRACTOR setting forth the charges brought against said Contractor, and shall include the time and place of said hearing. If the City Council, after said hearing and receiving all evidence and testimony relevant and material, finds there has been a substantial failure of service, or a willful violation of this Agreement by or on behalf of the Contractor, it may revoke said Agreement.

### **19. DISPOSAL OF SOLID WASTE**

CONTRACTOR acknowledges and agrees the CITY shall not be responsible to provide any sites or to provide for the disposal in any manner whatsoever of refuse collected by said CONTRACTOR pursuant to this Agreement, and the CONTRACTOR further covenants and agrees to remove and dispose of said refuse to sites where the same may be lawfully disposed of, whether within or without the City of Lakewood, at the CONTRACTOR'S sole cost.

### **20. REIMBURSEMENT ON TERMINATION**

In the event this Agreement should be terminated for any cause, CONTRACTOR shall not be entitled to any reimbursement for any rights under this Agreement, trucks, equipment, facilities, materials, wages or personnel other than the consideration due and owing by the CITY to CONTRACTOR for the CONTRACTOR'S services as hereinbefore specified to the date of termination.

### **21. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that CONTRACTOR has been retained as an independent CONTRACTOR as distinguished from any employee or agent of the CITY to perform the aforementioned services. CONTRACTOR acknowledges the independent CONTRACTOR relationship, and releases the CITY from any liability or obligation to make

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

deductions or withholdings in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of CONTRACTOR shall have any CITY status or benefits, including health, retirement or workers' compensation benefits.

It is understood and agreed between the parties hereto that the CITY shall have no control over said officers, agents, and employees, or the equipment, machinery or trucks hired or used by the CONTRACTOR in the performance of this Agreement, other than that control necessary to ensure this Agreement is performed in accordance with the terms and provisions thereof, and Chapter 3 of Article V of the Code. CONTRACTOR acknowledges its independent CONTRACTOR status in performing said services, and assumes the risks to itself, all agents, employees and subcontractors, and their agents and employees, of personal injury or death, and all risks of property damage or loss of any property arising out of the performance of said services by and on behalf of the City of Lakewood, or arising out of the work-site, the place of work, or the duties bestowed upon the CONTRACTOR pursuant to this Agreement, and does hereby release the CITY, its officers and personnel from any liability to the Contractor, its officers, agents, employees, subcontractors, or agents or employees thereof, for any loss or damage thereby incurred, or for contribution as a joint tort-feasor therefore. In respect to any liability, claims or suits that might arise because of any property damage or loss of property, personal injury or death arising out of the foregoing, CONTRACTOR shall defend the City of Lakewood and hold the CITY free and harmless from liability thereon.

### **22. LIABILITY AND INDEMNIFICATION**

#### **A. General Liability**

CONTRACTOR agrees to reimburse, defend and indemnify, and save the CITY, the City Council, its officers and employees free and harmless from any claims, suits or actions brought by any person or persons, including Contractors' agents or employees, subcontractors or agents or employees thereof, for or on account of any injury or damage sustained because of or arising out of the services performed by CONTRACTOR herein. CONTRACTOR waives, as consideration of this Agreement, any right it may have to seek indemnity or other relief against CITY by reason of any judgment against it or payment by it because of any such claim, suit, accident or occurrence.

#### **B. AB 939 Indemnification**

CONTRACTOR agrees to protect and defend CITY with counsel selected by CONTRACTOR and approved by CITY, to pay all attorneys' fees, and to indemnify and hold CITY harmless from and against all fines or penalties imposed by the California Integrated Waste Management Board or any other State governing body so designated, if the diversion goals specified in California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by the CITY with respect to the Materials Collected by CONTRACTOR and if the lack in meeting such goals are attributable to the failure of the CONTRACTOR to implement and operate the recycling or diversion programs or undertake the related activities required by this Contract.

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

To the extent authorized by law, CONTRACTOR agrees to indemnify and hold harmless CITY from and against all fines and/or penalties imposed by the California Integrated Waste Management Board or any other State governing body so designated, in the event the source reduction and Recycling mandates or any other requirement of the Act are not met by CITY. CONTRACTOR warrants and represents that it is familiar with CITY's waste characterization study as set forth in CITY's Source Recovery and Recycling Element (SRRE), and that it has the ability to and will provide sufficient programs and services to ensure CITY will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) in effect as of the date of this Agreement as set forth in the Act. CONTRACTOR agrees to work with the CITY to design and implement new or enhancements to existing programs to meet future requirements of the Act as may be necessary.

### **C. Hazardous Substances Indemnification**

Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, CONTRACTOR specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to CITY), reimburse, indemnify, and hold harmless Indemnitees harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of CONTRACTOR that:

(1) Results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or

(2) Relates to material Collected, transported, recycled, processed, treated or disposed of by CONTRACTOR.

CONTRACTOR's obligations pursuant to this section shall apply, without limitation, to:

a. Any Claims brought pursuant to or based on the provisions of any Environmental Law;

b. Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of CONTRACTOR of any Facility;

c. Any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, Disposal, processing or use of any materials recovered by CONTRACTOR;

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

d. Any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Contract.

The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of CONTRACTOR or any Affiliate of CONTRACTOR.

For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Substance, any Hazardous Waste any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to any referenced statutory or regulatory provisions made before or after the date of execution of this contract.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT.

### **23. DUTY TO DEFEND**

The provision herein contained requiring CONTRACTOR to defend the CITY, its officers and employees, means and includes the reimbursement to the CITY and all officers and employees thereof, of all costs and expenses incurred by the CITY in investigating or defending any claims filed against the CITY arising out of the performance of this Agreement by Contractor. CONTRACTOR agrees to pay for the defense, or to provide at the option of the CITY, when demanded by the CITY, defense counsel and/or investigators to defend the CITY. The Agreement herein requiring CONTRACTOR to hold the CITY harmless from liability and to defend the CITY applies even though the amount of damages claimed, or sustained, or proven, exceeds the amount hereinafter established for liability insurance.

### **24. PROTECTION OF CITY PROPERTY**

CONTRACTOR shall, in the performance of this Agreement, take all reasonable precautions to protect city property from damage, and CONTRACTOR agrees to pay the CITY upon being billed for all damages to City property, including parkway trees, caused by CONTRACTOR in the performance of its services under this Agreement.

### **25. INSURANCE**

Prior to the beginning of and throughout the duration of the Agreement, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to CITY.

2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

CONTRACTOR shall provide the following types and amounts of insurance:

**A. Commercial General Liability Insurance**

CONTRACTOR shall use Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$10,000,000 general aggregate, and include property damage (all risk) of no less than \$500,000.

**B. Workers' compensation**

The CONTRACTOR shall use a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

**C. Business Auto Coverage**

The CONTRACTOR shall use an ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$10,000,000 per accident, combined single limit. If CONTRACTOR or CONTRACTOR'S employees will use personal autos in any way on this project, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

**D. Excess or Umbrella Liability Insurance (Over Primary)**

If Excess or Umbrella Liability is used to meet limit requirements, the CONTRACTOR shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a "drop down" provision with a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to CITY for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of CITY following receipt of proof of insurance as required herein.

**E. SERRF Insurance Requirements**

The CONTRACTOR shall maintain and modify, if necessary, insurance that meets the requirements of the Solid Waste Disposal Service Agreement between the City of Lakewood and the City of Long Beach for waste disposal at the Southeast Resource Recovery Facility (SERRF).

**F. Stipulations Regarding Insurance and Indemnity**

(1) CONTRACTOR agrees to endorse third party liability coverage required herein to include as additional insureds CITY, its officials, employees and agents, using ISO endorsements

2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

CG 20 10 11 85. CONTRACTOR also agrees to require all contractors, subcontractors, and any one else involved in this Agreement on behalf of the CONTRACTOR (hereinafter "indemnifying parties") to comply with these provisions.

(2) CONTRACTOR agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.

(3) All insurance coverage maintained or procured by CONTRACTOR or required of others by CONTRACTOR pursuant to this Agreement shall be endorsed to delete the subrogation condition as to CITY, or must specifically allow the named insured to waive subrogation prior to a loss.

(4) All coverage types and limits required are subject to approval, modification and additional requirements by the CITY. CONTRACTOR shall not make any reductions in scope or limits of coverage that may affect CITY'S protection without CITY'S prior written consent.

(5) Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance shall be delivered to CITY prior to the execution of this Agreement. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests. Any premium so paid by CITY shall be charged to and promptly paid by CONTRACTOR or deducted from sums due Contractor.

(6) CONTRACTOR agrees to endorse the insurance provided pursuant to these requirements, to require 30 days notice to CITY prior to cancellation of such coverage or any material alteration or non-renewal of any such coverage, and to require indemnifying parties to do likewise.

(7) It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by CONTRACTOR or indemnifying party, is intended to apply first and on a primary noncontributing basis in relation to any other insurance or self insurance available to CITY.

(8) If CONTRACTOR'S existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the CITY. The CITY may review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

(9) CONTRACTOR will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.

2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

**26. FORCE MAJEURE**

CONTRACTOR shall not be in default under this Agreement in the event that the collection, transportation and/or disposal services of CONTRACTOR are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances or other catastrophic events which are beyond the reasonable control of contractor. Other catastrophic events do not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor. In the event a labor disturbance interrupts collection, transportation and/or disposal of solid waste by CONTRACTOR as required under this Agreement, CITY may elect to exercise its rights under Section 27 of this Agreement

**27. INTERRUPTION IN SERVICES PROVIDED BY CONTRACTOR**

In the event that service from CONTRACTOR is disrupted, for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 26, "Force Majeure" above, and such service disruption continues for a consecutive period of 72 hours or more. CITY, in addition to any remedy heretofore provided or provided by law, in its sole discretion, may elect to:

A. By written notice to the CONTRACTOR advise the CONTRACTOR that it is in default and demand that it perform the terms and provisions of this Agreement.

B. Or, CITY may retain another CONTRACTOR to provide interim services on such terms and conditions as are available to CITY. CONTRACTOR shall pay to the CITY all CITY'S costs, including any legal expenses, incurred in procuring such interim service. In addition, CONTRACTOR shall be liable for and shall pay to the CITY all amounts by which the costs or rates required to procure the interim service exceed the then applicable Contract Rate, plus interest at a rate of one percent (1%) per month, for every month following the first thirty (30) days after which CITY bills CONTRACTOR for such increased costs or rates; or

C. Or, CITY may use or hire its own personnel to perform the services of CONTRACTOR required hereunder. In this event, CONTRACTOR shall make available to CITY all of CONTRACTOR'S facilities and equipment, and shall hold CITY harmless and completely free of any and all liability resulting from CITY'S entry onto or use of CONTRACTOR'S facilities and equipment. CONTRACTOR shall pay all of CITY'S costs incurred in performing the services of CONTRACTOR required hereunder, and in addition shall pay to CITY any profits resulting from the CITY providing such service during the period of service disruptions.

D. Or, the CITY may determine pursuant to Section 18 of this Agreement that there has been a substantial failure of performance on the part of the CONTRACTOR pursuant to hearing as therein provided. In addition, if any service disruption lasts for a period of ninety (90)

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

days or longer, regardless of the exercise of any of the aforementioned options by the CITY, CITY shall have the right to terminate this Agreement as provided in Section 18.

### **28. AMENDMENTS TO CODE**

It is understood and agreed this Agreement has been made and entered into in accordance with and subject to the terms and provisions of Chapter 3 of Article V of the Code and any other applicable provision of the Code. It is further covenanted and agreed by and between the parties hereto that the CITY, in the exercise of its police power, may, in accordance with the terms and provisions of law, amend said ordinance in order to protect the public health, safety and welfare, in which event, said amendment shall apply and extend equally to this Agreement, unless by said amendment the performance of this Agreement is impossible, or unless by said amendment such economical and practical hardships are imposed upon CONTRACTOR as to render it an economic impossibility of performance, in which event the performance by said CONTRACTOR of the obligation bestowed upon it under this Agreement shall, at the option of the Contractor, be excused and the Agreement terminated; provided, however, that the CONTRACTOR gives to the CITY at least sixty (60) days advance written notice of said election, setting further in detail the reasons for the economic impossibility of performance arising out of said ordinance, amendment or resolution. The City Council shall hear all evidence on the issue raised by CONTRACTOR and if it finds and determines an impossibility of performance exists or other economic hardship exists because of the amendment, it shall terminate said Agreement effective within sixty (60) days of the original notice given by the Contractor. Such termination shall be without any liability to the CONTRACTOR for anything whatsoever, including refund of consideration or reimbursement for any expenses and charges, whether for labor, buildings, material, trucks, equipment, fixtures, or otherwise, or for any liability for damage or breach of contract, the contracting parties agreeing they have contracted with knowledge the City Council must reserve the exercise of police power in order to protect the public peace, health, safety and welfare. The CONTRACTOR shall be entitled to all consideration due and owing to it to the date of termination. The decision of the City Council shall be final.

The contracting parties further acknowledge the CITY has entered into this Agreement with the CONTRACTOR for the purpose of providing the people of Lakewood with refuse collection service which is in the furtherance of the exercise of the police power of the CITY to protect the public health, safety and welfare. It is agreed by and between the parties hereto that the termination of this Agreement and the exercise of said police power to protect the public health, safety and welfare is always within the contemplation of the contracting parties, and shall not be an element of damages for alleged wrongful breach of contract.

### **29. EMPLOYMENT, WAGE AND HOUR STANDARDS**

CONTRACTOR further covenants and agrees to comply with all the terms and provisions of the Labor Code of the State of California applicable to CONTRACTOR and the CITY in the employment of persons in the course of this Agreement, and to maintain all necessary Workers' Compensation Insurance.

## 2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

CONTRACTOR shall comply with all applicable minimum wage laws, fair labor and hour standard laws, non-discrimination and equal employment opportunities laws. In that regard it is understood and agreed CONTRACTOR shall not refuse to accept anyone for employment or to deny anyone any advancement or other benefit of employment solely on the grounds of race, religion, creed, color, national origin, ancestry or sex.

### **30. SOLID WASTE MANAGEMENT**

Contractor shall comply with any Solid Waste Management Plan, rule or regulation applicable to the CITY by reason of Section 66700 of the Government Code, or enacted by the Solid Waste Management Board pursuant to Section 17100 of Title 14 of the California Administrative Code, when legally imposed.

### **31. NON-DISCRIMINATION**

In connection with the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin or because an otherwise qualified person is handicapped. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated, during their employment, without regard to their race, religion, sex, age, national origin or handicap. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rate of pay or other forms of compensation, and selection for training, including apprenticeship.

CONTRACTOR shall comply with the requirements of Title VI of the Civil Rights Act of 1974 and with applicable regulations, statutes, laws promulgated pursuant thereto now existent or hereinafter enacted. Further, CONTRACTOR shall comply with the provisions of *Section 1735 of the California Labor Code*.

As used herein, "handicapped individual" means an individual who has a physical or mental disability which, for such individual, constitutes or results in a substantial handicap to employment and can reasonably be expected to benefit in terms of employment from vocational rehabilitation services provided pursuant to the Rehabilitation Act of 1973, as presently defined in Section 706 thereof, or as hereinafter amended

### **32. EMERGENCY SERVICE**

CONTRACTOR agrees to provide to the CITY, as soon as is reasonably possible, following a request therefore, manpower and equipment available to CONTRACTOR to assist the CITY in removing refuse and trash accumulated because of emergency conditions, such as those created by an Act of God. Said manpower and equipment shall be provided to the CITY at CONTRACTOR'S reasonable cost therefore.

### **33. NO WAIVER BY CITY**

Failure of the CITY or Director in any one or more instances to insist upon strict performance of the Agreement, or to exercise any option herein conferred, shall not be construed

2009 AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL

as a waiver or relinquishment to any extent of the right to assert or rely upon any such term or option on any future occasion, or at any future time.

**34. NOTICES**

All notices shall be in writing and delivered in person or transmitted by mail, postage prepaid.

Notices required to be given to the CITY shall be addressed as follows:

CITY CLERK  
CITY OF LAKEWOOD  
5050 N. Clark Avenue  
P.O. Box 158  
Lakewood, California 90714-0158

Notices required to be given to the CONTRACTOR shall be addressed to the CONTRACTOR as follows:

EDCO WASTE SERVICES, LLC  
6670 Federal Boulevard  
Lemon Grove, California 91945

EXECUTED by the parties hereto the day and year first above written.

CONTRACTOR:

  
EDCO WASTE SERVICES, LLC

CITY OF LAKEWOOD

  
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
Steve Skolnik, City Attorney

Appendix A  
 BIN AND SPECIAL SERVICE  
 MAXIMUM RATE SCHEDULE  
 Effective July 1, 2009

<b>Service</b>	<b>Maximum Fee</b>
1 Pickup Per Week, 3 yard bin	\$112.68 per month
2 Pickup Per Week, 3 yard bin	\$176.23 per month
3 Pickup Per Week, 3 yard bin	\$239.65 per month
4 Pickup Per Week, 3 yard bin	\$303.07 per month
5 Pickup Per Week, 3 yard bin	\$366.66 per month
6 Pickup Per Week, 3 yard bin	\$430.23 per month
Lock Lids	\$18.25 per month
Commercial Barrels 1x(1-4 Barrels)	\$43.72 per month
Commercial Barrels 2x(1-4 Barrels)	\$87.45 per month
Commercial Barrels – over 4 Barrels	\$9.37 per barrel per dump
Compactor Bins 1 x F/L	\$244.42
Compactor Bins 2 x F/L	\$382.31
Compactor Bins 3 x F/L	\$519.83
Compactor Bins 4 x F/L	\$657.36
Compactor Bins 5 x F/L	\$795.26
Compactor Bins 6 x F/L	\$933.12
Extra Pickups (Excluding Sundays)	\$54.68
Sunday Pickups	\$80.66
Steam Clean Bins	\$60.89
Roll Off Compactors	\$636.34
Steam Clean Compactors	\$144.59
Bin Roll Out Service Over 50 Feet 1 x	\$24.35 per bin
Bin Roll Out Service Over 50 Feet 2 x	\$48.68 per bin
Bin Roll Out Service Over 50 Feet 3 x	\$73.05 per bin
Bin Roll Out Service Over 50 Feet 4 x	\$97.39 per bin
Bin Roll Out Service Over 50 Feet 5 x	\$121.75 per bin
Bin Roll Out Service Over 50 Feet 6 x	\$146.09 per bin
Scout Service 1x per week	\$27.91 per bin
Scout Service 2x per week	\$55.81 per bin
Scout Service 3x per week	\$83.72 per bin
Scout Service 4x per week	\$111.62 per bin
Scout Service 5x per week	\$139.53 per bin
Scout Service 6x per week	\$167.44 per bin
Bin Roll Off Containers (Recycling)	\$281.55 plus disposal fee
Shared Bin Usage	\$4.19 per month
Roll-Off Container	\$448.94 per bin
3 Yard House Bin – No dirt or concrete	\$98.93 per bin
1 Yard House Bin – Dirt and concrete	\$98.93 per bin
Bulky Item Pick-up (One Item)	\$12.34
Bulky Item Pick-up (2-4 additional items)	\$9.87 per item
Bad Check Fee	\$17.26 per occurrence

Commencing July 1, 2010, and each fiscal year thereafter, the City Council shall by resolution adjust said maximum cap based on an April-to-April C.P.I. The adjustment shall be prepared by the Director of Administrative Services.

Appendix B  
 CITY OF LAKEWOOD  
 RATE SCHEDULE  
 Effective July 1, 2009

1. RESIDENTIAL COLLECTION SERVICES

Service	Agreement Reference	CONTRACTOR Fee or Payment	Notes
Single Family Residential Collection – “Base Rate” – 2009-10	8. A.	\$346,844.80 per month	
Residential Billing Units – Base Number on January 2, 2009	8. A.	N/A	22,640
Residential Billing Adjustment Factor	8. A.	\$15.32 per unit	
Extra refuse cart		\$3.50 per unit per month	
Extra recycling cart		No charge	

The above-stated “Base Rate” and “Adjustment Factor” shall be subject to a percentage adjustment commencing July 1, 2010, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the “base rate” in two components, with the service component being 67.5% and the tipping fee component being 32.5% of the “base rate”. The service component shall be adjusted in an amount directly related to the increase or decrease in the “Los Angeles-Long Beach All Urban Consumer Price Index April to April”. The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and Bel Art Transfer Station on January 1, 2010, and annually thereafter, as compared to the average of those same rates on January 1, 2009.