

RESOLUTION NO. 21-54

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL TO APPROVING AMENDMENT NO. 6 TO THE AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES (ATHENS) IMPLEMENTING ENHANCED REFUSE AND RECYCLING SERVICES AND ATTENDANT RATE STRUCTURE

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

WHEREAS, the City and Arakelian Enterprises, Inc., DBA "Athens," entered into the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste, and Other Compostables ("Agreement") dated September 13, 2000, and in which the Agreement was amended on June 14, 2006 (Amendment No. 1); October 28, 2008 (Amendment No. 2); January 14, 2014 (Amendment No. 3); June 25, 2019 (Amendment No. 4); and January 14, 2020 (Amendment No. 5); and

WHEREAS, Amendment No. 2 incorporated street sweeping services into the contract; and

WHEREAS, Amendment No. 3 amended Section 5.3 of the Agreement, as it regards the annual rate adjustment, to revise the process in Athens applying for the annual rate adjustment, to stipulate which month the increase will take effect, and to specify the increase would be based on the percentage increase in the Consumer Price Index (CPI) for the previous 12-month period (April through March) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area, not to exceed eight percent (8%); and

WHEREAS, the Agreement and Amendment No. 3 specified the annual rate adjustment applied to the collection of solid waste services yet intended to include street sweeping services; and

WHEREAS, Amendment No. 4 incorporated an organics recycling program for commercial/industrial premises into the contract in response to Assembly Bill 1826; and

WHEREAS, both the City and Athens were of the understanding that the CPI applied to both the collection of solid waste and street sweeping services, in which Athens charged and the City paid the annual rate adjustment for both services, however this understanding was not clearly memorialized in prior Amendments to the Agreement. Thus, Amendment No. 5, memorialized the application of CPI adjustments to the costs of street sweeping services; and

WHEREAS, since Amendment No. 5, the State Legislature enacted Senate Bill (SB) 1383. SB 1383 enacts the most comprehensive and complex set of revisions to solid waste management laws seen in at least the last 30 years. SB 1383 establishes methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. SB 1383 establishes targets to achieve a 50% reduction in the level of the statewide disposal of organic waste from the

2014 level by 2020, and a 75% reduction by 2025. The law includes entirely new collection programs, organic waste "procure-back" standards, intensive inspection requirements to ensure materials are disposed of in proper containers, new monthly and annual reports, amongst other complex mandates necessitating substantial capital outlays by both cities and their haulers (e.g., Athens) to comply with the law; and

WHEREAS, the City and Athens have negotiated waste collection service enhancements in response to Senate Bill 1383, which requires cities to adopt an enforceable ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations; and

WHEREAS, an Amendment No. 6 is proposed to enact programs needed for SB 1383 compliance, as well as other service enhancements such as a transition to automated service at residential premises; increasing container services from two to three barrels to improve the collection of recyclables, green waste, and organic waste; providing free residential bulky item pickup services for up to three pickup events per year; increasing the number of citywide cleanup events hosted by Athens and City; adding two annual citywide compost giveaway events hosted by Athens and City; and the implementation of new protocols to prevent or discourage waste barrel contamination at residential premises; and

WHEREAS, the Parties agreed that Athens was entitled to seek adjustment to certain service rates and charges, effective January 1, 2022, for the enhanced services and additional work covered by the proposed Amendment No. 6, as well as the increased costs and capital outlays needed for compliance with SB 1383; and

WHEREAS, the City Council of the City of South El Monte held a fair and noticed public majority protest hearing on September 14, 2021, to consider Athens' proposed solid waste and recycling collection services rate structure pursuant to the above-stated facts; and

WHEREAS, at said public hearing, all interested property owners were afforded the opportunity to protest the proposed new refuse and recycling rates. A majority protest against the rate structure was not received by the City Council. Therefore, the City Council adopted the proposed new refuse and recycling rates. Such schedule must now be implemented into the Agreement, as amended, through proposed Amendment No. 6.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the proposed Amendment No. 6 to the Agreement between the City and Athens, which includes service enhancements and the approved maximum permitted rates for the comprehensive services.

SECTION 2. The City Council hereby authorizes and directs the City Manager to execute Amendment No. 6 in substantially the form attached as Attachment B to the September 14, 2021, staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate Amendment No. 6.

SIXTH AMENDMENT TO THE
AMENDED AND RESTATED AGREEMENT
BY AND BETWEEN
THE CITY OF SOUTH EL MONTE
AND
ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE,
RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES

This Sixth Amendment (“Amendment”) to the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables is entered into as of September 14, 2021, by and between the City of South El Monte, a California municipal corporation (the “City”) and Arakelian Enterprises, Inc., a California corporation d/b/a/ Athens Services (“Contractor”; jointly with the City, the “Parties”).

RECITALS

WHEREAS, City and Contractor previously entered into the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables dated September 13, 2000, which agreement was amended by that certain First Amendment dated June 14, 2006, that certain Second Amendment dated October 28, 2008, that Certain Third Amendment dated January 14, 2014, that certain Fourth Amendment dated June 25, 2019, and that certain Fifth Amendment dated January 14, 2020 (as amended, the “Agreement”);

WHEREAS, the State of California (“State”) has found and declared that the amount of solid waste generated in California, coupled with diminishing disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program, and the State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed;

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, solid waste facilities, and other entities to support achievement of State-wide organic waste disposal reduction targets, and to this end, on July 13, 2021, the South El Monte City Council approved the second reading of Chapter 13.14 into the City of South El Monte Municipal Code in order to implement compliance with SB 1383;

WHEREAS, City and Contractor have determined solid waste service enhancements for residential and commercial/industrial premises in the City would benefit local residents and businesses;

WHEREAS, the service enhancements contemplated by the Parties include but are not limited to a transition to automated service at residential premises; increasing container services from two to three barrels to improve the collection of recyclables, green waste, and organic waste; providing free residential bulky item pickup services for up to three pickup events per year; increasing the number of citywide cleanup events hosted by Contractor and City; adding two annual citywide compost giveaway events hosted by Contractor and City; and the implementation of new protocols to prevent or discourage waste barrel contamination at residential premises, with a one-year grace period intended to educate residents on proper waste disposal techniques and adjust to a three-barrel waste collection system;

WHEREAS, the Parties agree that Contractor is entitled to adjust certain service rates and charges, effective January 1, 2022, for the enhanced services and additional work covered by this Amendment and the Agreement;

WHEREAS, City and Contractor now desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, City and Contractor mutually agree as follows:

AGREEMENT

1. *Effective Date.* This Amendment shall take effect on January 1, 2022.
2. *Food Recovery Exempted from Franchise Exclusivity.* Section 1.4 of the Agreement is hereby amended to read as follows (deletions in ~~strikethrough~~, additions in ***bold and italic***):

“1.4 Grant of Exclusive Franchise. Subject to the terms and conditions of this Agreement, CITY hereby grants and issues to CONTRACTOR the exclusive franchise, authority, right and privilege to collect, transport, process pick-up, gather, remove and dispose of all solid waste, recyclables, yard waste and other compostables which are produced, generated or accumulated by all residential, commercial, institutional (to the extent the CITY can exercise control over them), industrial users or customers within the CITY, for the term of this Agreement, unless earlier terminated as provided herein. ***Such grant of exclusive franchise rights and privileges shall not extend to Edible Food that is collected, transported, processed, picked-up, or removed from Edible Food Generators by Food Recovery Organizations, charitable pantries, or other Food Recovery Services for the purposes of Food Recovery as those terms are defined in 14 CCR Sections 18982(a)(18), (24), (25), and (26).***”

3. *Notice of Termination.* The first sentence of Section 1.5.3 of the Agreement is hereby amended to read as follows below (deletions in ~~strikethrough~~, additions in ***bold and italic***). All other terms in Section 1.5.3 shall remain in effect.

“Notwithstanding the foregoing paragraphs 1.5.1 and 1.5.2, either party may terminate the automatic one-year extension described in Section 1.5.1 by serving the other party with a written notice of termination prior to July 13 in any year for the extension that will take effect on September 13 of that year, ***provided that the CITY may not serve a written notice at any time prior to July 13, 2024.***”

4. *SB 1383 Compliance.* A new Section 3.1.2 titled “SB 1383 Compliance” shall be added to the Agreement as follows:

“3.1.2 SB 1383 Compliance. CITY and CONTRACTOR will undertake reasonable business efforts and cooperation warranted for CITY’s and CONTRACTOR’s compliance with all requirements imposed on CITY and CONTRACTOR under the laws and regulations enacted by Senate Bill 1383 (“Short-Lived Climate Pollutant Reduction Strategy”) as approved for regulatory action on November 20, 2020 and effective January 1, 2022. In the event of any amendments to SB 1383 that materially impact the duties and obligations of the respective parties, CONTRACTOR and CITY shall meet and confer in good faith to negotiate and implement any necessary programmatic compliance. CONTRACTOR shall serve as “Designee” for purposes of South El Monte Municipal Code Chapter 13.14.”

5. *Container Roll-Out.* A new Section 3.1.3 is hereby added to Agreement Section 3.1 (“Compliance with Laws”) to read in its entirety as follows:

“*Container Roll-Out.* Commencing on or about December 1, 2021, CONTRACTOR shall initiate the roll-out of new (or like-new) Containers for the three-stream disposal and collection of (i) refuse, garbage, or mixed waste, (ii) Recyclable Materials, and (iii) Yard Waste, Green Waste, and Organic Waste by residential and commercial customers in the CITY to the extent necessary for standard compliance with Senate Bill 1383 (Health and Safety Code §§ 39730.5, 39730.6, 39730.7, and 39730.8 and Public Resources Code Chapter 13.1, Part 3 of Division 30, “SB 1383”). The color, labelling, type and character of all such containers shall be compliant with the requirements of SB 1383, and the roll-out of such containers shall be performed by CONTRACTOR in compliance with implementation timeframes specified in SB 1383.”

6. *Franchise Fee.* Section 3.2.1 of the Agreement shall be amended as follows (deletions in ~~strikethrough~~, additions in ***bold and italic***):

“3.2.1 Percentage Paid to City. CONTRACTOR shall pay to the CITY a franchise fee of eight percent (8%) of the CONTRACTOR’s gross receipts from all ***residential and commercial/industrial*** customers.”

7. *Residential Waste Collection Services.* Section 3.4.1 of the Agreement shall be deleted in its entirety and replaced with the following provision:

“3.4.1 Standard Services. CONTRACTOR shall provide residents with

one (1) time per week collection services. CONTRACTOR shall provide such services to residential premises at the rates reflected in Exhibit D. The CITY and CONTRACTOR agree that CONTRACTOR will provide once-weekly automated collection services for residential premises, to be fully implemented no later than January 1, 2022. The default collection service level for residential customers shall be three (3) 96-gallon Containers comprising of one Container each for (i) refuse, garbage, or mixed waste, (ii) Recyclable Materials, and (iii) Yard Waste, Green Waste, and Organic Waste. To the extent CONTRACTOR collects residential mixed waste, which it is permitted to do, Yard Waste recovered from containers with mixed waste shall be recovered after being processed at a Material Recovery Facility. To the extent CONTRACTOR collects residential organic waste, as that term is defined in Pub. Res. Code 42649.8 (“Organic Waste”), residents shall dispose Yard Waste, green waste, food waste, food-soiled paper products, clean wood, and lumber only into containers designated for Yard Waste, and such waste shall be transferred to an Organic Waste processing facility selected by Contractor. At the request of the customer, CONTRACTOR may provide additional Solid Waste Containers at rates provided in Exhibit D.”

8. *Residential Contamination Protocols.* Section 3.4.3 of the Agreement shall be deleted in its entirety and replaced with the following provisions:

“3.4.3 Contamination Protocols. Residential Householders should not commingle nonrecyclable material in Solid Waste Containers designated for Recyclables, Yard Waste or green waste, and Organic Waste (as that term is defined in Section 3.8.2) if diverted from landfills. In order to prevent unauthorized commingling, CONTRACTOR shall implement the following protocols:

1. For the purposes of these protocols, “Contamination” refers to materials placed in a container intended for Recyclables or Organics Waste other than Recyclables or Organic Waste, respectively, or Organic Waste placed a container that is intended solely for non-recyclable or non-organic Solid Waste. Contamination shall be determined by Contractor’s visual or digital inspection.
2. Upon the first and second discoveries of Contamination within a given calendar year starting January 1, CONTRACTOR will collect the contaminated waste if safe to do so, treat the waste as garbage for handling and billing purposes, and affix a “Contamination Violation Notice” to any container with contaminated waste. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste, and CONTRACTOR must notify the customer by phone, by U.S. mail, by email, in person, or by tag, of the following: (i) for the third and subsequent occurrences of contamination, the customer may be charged a contamination fee for each contaminated

container, and (ii) for the fifth and subsequent occurrences of contamination, CONTRACTOR may charge a contamination fee and increase the size of the customer's waste container or require an additional container(s). CONTRACTOR must also contact the customer by phone, by U.S. mail, by email, in person, or by tag, to ensure that the customer has the appropriate level of service for proper collection of waste.

3. Upon each of the third and fourth discoveries of Contamination within a given calendar year starting January 1, CONTRACTOR will collect the waste in the contaminated container(s) if safe to do so, treat the waste as garbage for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. CONTRACTOR may also elect to charge a contamination fee for each occurrence as set forth in Exhibit D. For any assessed contamination fee, CONTRACTOR must provide digital/visual documentation of CONTRACTOR's discovery of contamination.
4. Upon each of the fifth and any subsequent discoveries of Contamination within a given calendar year starting January 1, CONTRACTOR will collect the waste in the contaminated container(s) if safe to do so, treat the waste as garbage for handling and billing purposes, and charge a contamination fee for each occurrence as set forth in Exhibit D. For any assessed contamination fee, CONTRACTOR must provide digital/visual documentation of CONTRACTOR's discovery of contamination. Further, upon five (5) business days' notice to CITY and customer, CONTRACTOR may (i) increase container size, require additional containers for excessive contamination, or increase collection frequency, or (ii) impose contamination fees for a period of six (6) months or until the customer has demonstrated no contamination for a period of three (3) consecutive months. CITY will consult with CONTRACTOR and consider, and CITY will pursue as applicable, appropriate legal remedies against offending customers in order to secure discontinuance of the Contamination. CONTRACTOR may recover from the offending customer(s) the costs of such City actions. All unpaid amounts due to CONTRACTOR hereunder shall be subject to the delinquent payment procedures specified in Sections 5.6 and 5.8.

5. Notwithstanding the foregoing, CONTRACTOR shall not charge a contamination fee for any contamination discovered prior to January 1, 2023.”

9. *Citywide Cleanup Drives; Compost Giveaways.* Section 3.6 of the Agreement shall be deleted in its entirety and replaced with the following provisions:

“3.6 Unusual/Major Items

3.6.1 Clean-Up Drives. CONTRACTOR shall host, at no additional cost, three (3) community-wide residential trash cleanup drives per year. During each drive, CONTRACTOR will pick up all unusual major items of trash generated at Residential Premises and placed curbside, including large objects such as couches, refrigerators, and rugs which are not otherwise collected as part of CONTRACTOR’s normal residential service. Each drive shall take place on a Saturday mutually acceptable to CITY and CONTRACTOR. CONTRACTOR shall make every reasonable effort to divert materials collected to resource recovery facilities.

3.6.2 Compost Giveaway: CONTRACTOR shall host two (2) compost giveaway events per year on dates, at locations, and at times selected by the CITY. At each compost giveaway event, CONTRACTOR shall make a total of ten (10) tons of compost available to interested CITY residents, provide personnel to assist residents to load compost into their containers, and clean up any location where compost is provided to the public. All compost activities provided hereunder will be provided to the CITY at no charge to the CITY or its residents.”

10. *Bulky Item Pickup.* Section 3.7.1 of the Agreement shall be deleted in its entirety and replaced with the following provision:

“3.7.1 Residential-Excess Special Collection Services. CONTRACTOR shall provide, upon request from a Residential Householder, excess Special Collection Services beyond those described in Sections 3.4.1 and 3.6. Such services shall be provided up to three (3) times per year per Residential Premises at no additional expense to such customers or the CITY. In the event that Special Collection Services are required more than three (3) times per year at a given Residential Premises, each additional request for Special Collection Service shall be accommodated by CONTRACTOR at such Residential Premises at such times and at such rates as specified in Exhibit D.”

11. *Facility Selection.* A new Section 3.28 titled “Facility Selection” shall be added to the Agreement to read as follows:

“3.29 Facility Selection. Notwithstanding any provisions in this Agreement to the contrary, CONTRACTOR, within its sole discretion, may select

the processing facilities, landfills, and other destinations for all waste collected pursuant to this Agreement. Notwithstanding the foregoing, CITY reserves the right to select the processing facilities, landfills, and other destinations for all waste, provided CITY and CONTRACTOR first agree to an adjustment of rates, or to other modifications to the Agreement such as changes to any diversion requirements, liquidated damages, or indemnification obligations in this Agreement. Nothing in this Agreement shall be construed as obligating CONTRACTOR to change a CONTRACTOR-selected waste destination prior to CITY and CONTRACTOR having first agreed in writing to any such change.”

12. *Waste Characterization Assessments.* A new Section 3.30 titled “Waste Characterization Assessments” shall be added to the Agreement as follows:

“3.30 Waste Characterization Assessments. Beginning January 1, 2023, and every quarter thereafter, CONTRACTOR shall perform waste characterization assessments of representative samples of residential containers designated for Recyclables and Yard Waste or Organic Waste collected by CONTRACTOR in the CITY to determine the overall contamination levels for said waste streams. The following shall apply in connection with the foregoing waste assessments:

1. If, for two (2) consecutive quarters, residential Recyclables containers are sampled to contain more than twenty percent (20%) refuse or other nonrecyclable material, CONTRACTOR shall be entitled to a one-time rate adjustment of 7.6% to the residential rates specified in Exhibit D; and
2. If, for two (2) consecutive quarters, residential Yard Waste or Organic Waste containers are sampled to contain more than twenty percent (20%) refuse or other non-organic material, CONTRACTOR shall be entitled to a one-time rate adjustment of 7.6% to the residential rates specified in Exhibit D.”

13. *Residential Rates.* Section 5.2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“5.2.1 Residential Rates. The maximum rates CONTRACTOR may charge effective January 1, 2022 (subject to the adjustments set forth in Section 5.3 of this Agreement) for the collection of solid waste from residential customers are as set forth in Exhibit D.”

14. *Annual Rate Adjustment.* Section 5.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“5.3.1 Annual Rate Adjustment. Annually, commencing July 1, 2022, and each July 1 thereafter, the maximum rates CONTRACTOR is authorized to charge for

the collection of Solid Waste from Residential and Commercial/Industrial Premises shall be increased according to the Trash Index for the previous 12 month period (March to March) plus an additional 1% increase (“Trash Index +1”) (collectively “Annual Rate Adjustment”). For the purpose of this provision “Trash Index” shall mean the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City Average, not seasonally adjusted. The annual rate increase authorized hereunder shall not exceed eight percent (8%). No Annual Rate Adjustment pursuant to this Section 5.3.1 shall become effective unless the process set forth in Section 5.3.2 (as amended by the Third Amendment) is followed. All annual, automatic rate adjustments shall comply with the requirements of Government Code § 53756. Notwithstanding any provision in this Agreement to the contrary, for the period beginning January 1, 2022 and ending June 30, 2024, rate adjustments to maximum rates for residential service specified in Exhibit D shall be adjusted at the time intervals and calculated based on the Trash Index plus supplemental fixed amounts specified in Table 1 as set forth herein.

Table 1

Residential Service	For period beginning January 1, 2022	For period beginning July 1, 2022	For period beginning July 1, 2023
96 Gal (Standard)	\$5.97	Then-existing Rate + Annual Rate Adjustment + \$5.97	Then-existing Rate + Annual Rate Adjustment + \$5.97
64 Gal	\$5.30	Then-existing Rate + Annual Rate Adjustment + \$5.30	Then-existing Rate + Annual Rate Adjustment + \$5.30
35 Gal	\$4.72	Then-existing Rate + Annual Rate Adjustment + \$4.72	Then-existing Rate + Annual Rate Adjustment + \$4.72
Additional Barrels			
96 Gal (Standard)	\$2.67	Then-existing Rate + Annual Rate Adjustment + \$2.67	Then-existing Rate + Annual Rate Adjustment + \$2.67
64 Gal	\$2.00	Then-existing Rate + Annual Rate Adjustment + \$2.00	Then-existing Rate + Annual Rate Adjustment + \$2.00
35 Gal	\$1.33	Then-existing Rate + Annual Rate Adjustment + \$1.33	Then-existing Rate + Annual Rate Adjustment + \$1.33

By way of illustration, the Annual Rate Adjustment shall be calculated as follows:

<u>Year</u>	<u>Calculation</u>	<u>Notes</u>
Year 2 (March)	276.589	Trash Index
Year 1 (March)	271.311	Trash Index
Difference	+ 5.2780	Year 2 Trash Index – Year 1 Trash Index
Percentage Change	+ 2.95%	(Difference ÷ Year 1 CPI) +1%
Annual Rate Adjustment (assuming rate of \$5.97)	\$ 0.18	\$5.97 x 2.95%
New Rate	\$6.15	\$5.97 + 0.18
<i>Supplemental Increase (Residential Only 2022-24) (assuming 96-gal. in 2022)</i>	<i>\$12.12</i>	<i>\$6.15 + \$5.97 (See Table 1)</i>
”		

15. Residential Billing. A new Section 5.8 titled “Billing Procedures for Residential Accounts” shall be added to the Agreement as follows:

“5.8 Billing Procedures for Residential Accounts. CONTRACTOR shall bill customers at Residential Premises on a quarterly basis, in advance; in the event a customer’s pre-paid service is terminated or ceased prior to the quarter’s end, such customer shall receive a refund prorated for the time period between the end of service and the quarter end. Billing shall commence at least thirty (30) days prior to the initiation of the quarterly collection period. Payment terms are net thirty (30) days. Payments not received within sixty (60) days are considered delinquent. Upon expiration of the foregoing period, the CITY may cause the delinquent payments to be placed on CITY tax property rolls upon CONTRACTOR’s written request to the extent such action is authorized by the City’s Municipal Code. If delinquent payments are not received within ninety (90) days, CONTRACTOR may suspend service upon 72-hours advance notice indicating that service will be suspended unless all amounts owed are paid in full. A copy of said notice shall be sent to the CITY. After service is stopped, the account will be referred to the CITY’s Code Enforcement Division. Contractor may assess late charges for delinquent accounts, as specified in Section 5.6. The late charges to be charged thereunder are the maximum amount allowed by law on such billings for each period of delinquency on residential accounts.”

16. Service Rates. Exhibit D to the Agreement is hereby amended and replaced in its entirety with a newly revised Exhibit D attached to this Amendment, which shall apply for the period beginning January 1, 2022.

17. City Clerk. The City Clerk is hereby directed to attach this Amendment to the Agreement.

18. *Due Execution.* The person(s) executing this Amendment on behalf of the Parties hereto warrant(s) that (i) such Party is duly organized and existing, (ii) such person(s) are duly authorized to execute and deliver this Amendment on behalf of said Party, (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment, and (iv) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

19. *Entire Amendment.* This Amendment contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment, and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment. To the extent the provisions of this Amendment are in conflict with the Agreement, as amended previously, and such provisions of the Agreement cannot be reasonably harmonized with the terms hereof pursuant to legal rules of contract and statutory interpretation, the provisions of this Amendment shall control.

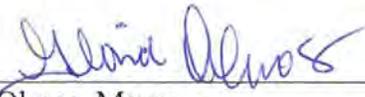
20. *Full Force and Effect.* Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall apply.

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

[Signatures page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

CITY OF SOUTH EL MONTE

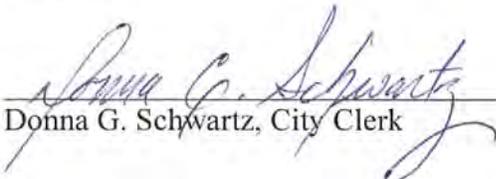


Gloria Olmos, Mayor

9/23/21

Date

ATTEST:



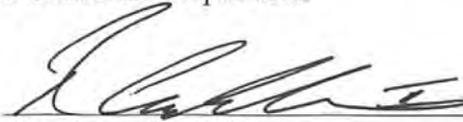
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM

see attached

Anthony Taylor, City Attorney

ARAKELIAN ENTERPRISES, INC.,
a California corporation



Ron Arakelian, III
Chief Executive Officer

10/17/21

Date

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

CITY OF SOUTH EL MONTE

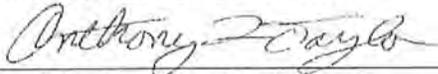
Gloria Olmos, Mayor

Date

ATTEST:

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM



Anthony Taylor, City Attorney

ARAKELIAN ENTERPRISES, INC.,
a California corporation



Ron Arakelian, III
Chief Executive Officer

10/17/12

Date

SOUTH EL MONTE
Rates & Services
Exhibit D
Residential & Commercial
Effective January 1, 2022

	Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 0.00%	New Tipping Fee	Current Service Fee	Service Fee Adj 0.00%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Residential Services											
Regular 96 Gallon Cart Service (all 3 carts)									5.49	0.48	5.97
Regular 64 Gallon Cart Service (all 3 carts)									4.88	0.42	5.30
Sr. / Low Volume 35 Gallon Cart Service (all 3 carts)									4.34	0.38	4.72
Additional 96 Gallon Cart (all materials)									2.46	0.21	2.67
Additional 64 Gallon Cart (all materials)									1.84	0.16	2.00
Additional 35 Gallon Cart (all materials)									1.22	0.11	1.33
Other Residential Services											
Additional Bulky Item Pick-up (after 3 pick-ups/year)	16.66	15.33	0.00	0.00	0.00	15.33	0.00	15.33	15.33	1.33	16.66
Dead Run or Go Back (per occurrence)	27.77	25.55	0.00	0.00	0.00	25.55	0.00	25.55	25.55	2.22	27.77
Organic or Recycling Barrel Contamination Charge (per occurrence)									35.00	3.04	38.04
Commercial Services											
Bin: 6-Yard 1 day/week pickup	545.71	502.05	212.74	0.00	212.74	289.31	0.00	289.31	502.05	43.66	545.71
2 day/week pickup	945.39	869.76	425.48	0.00	425.48	444.28	0.00	444.28	869.76	75.63	945.39
3 day/week pickup	1,342.11	1,234.74	638.21	0.00	638.21	596.53	0.00	596.53	1,234.74	107.37	1,342.11
4 day/week pickup	1,730.10	1,591.69	850.97	0.00	850.97	740.72	0.00	740.72	1,591.69	138.41	1,730.10
5 day/week pickup	2,124.63	1,954.66	1,063.69	0.00	1,063.69	890.97	0.00	890.97	1,954.66	169.97	2,124.63
6 day/week pickup	2,521.97	2,320.21	1,276.48	0.00	1,276.48	1,043.73	0.00	1,043.73	2,320.21	201.76	2,521.97
Bin: 5-Yard 1 day/week pickup	490.07	450.86	177.33	0.00	177.33	273.53	0.00	273.53	450.86	39.21	490.07
2 day/week pickup	838.25	771.19	354.57	0.00	354.57	416.62	0.00	416.62	771.19	67.06	838.25
3 day/week pickup	1,186.65	1,091.72	531.87	0.00	531.87	559.85	0.00	559.85	1,091.72	94.93	1,186.65
4 day/week pickup	1,527.38	1,405.19	709.16	0.00	709.16	696.03	0.00	696.03	1,405.19	122.19	1,527.38
5 day/week pickup	1,953.04	1,796.80	886.40	0.00	886.40	910.40	0.00	910.40	1,796.80	156.24	1,953.04
6 day/week pickup	2,219.22	2,041.68	1,063.69	0.00	1,063.69	977.99	0.00	977.99	2,041.68	177.54	2,219.22
Bin: 4-Yard 1 day/week pickup	406.97	374.41	141.81	0.00	141.81	232.60	0.00	232.60	374.41	32.56	406.97
2 day/week pickup	651.99	599.83	283.74	0.00	283.74	316.09	0.00	316.09	599.83	52.16	651.99
3 day/week pickup	989.91	910.72	425.49	0.00	425.49	485.23	0.00	485.23	910.72	79.19	989.91
4 day/week pickup	1,352.18	1,244.01	567.29	0.00	567.29	676.72	0.00	676.72	1,244.01	108.17	1,352.18
5 day/week pickup	1,608.98	1,480.26	709.06	0.00	709.06	771.20	0.00	771.20	1,480.26	128.72	1,608.98
6 day/week pickup	1,889.65	1,738.48	850.95	0.00	850.95	887.53	0.00	887.53	1,738.48	151.17	1,889.65
Bin: 3-Yard 1 day/week pickup	294.00	270.48	106.37	0.00	106.37	164.11	0.00	164.11	270.48	23.52	294.00
2 day/week pickup	502.95	462.71	212.74	0.00	212.74	249.97	0.00	249.97	462.71	40.24	502.95
3 day/week pickup	712.01	655.05	319.13	0.00	319.13	335.92	0.00	335.92	655.05	56.96	712.01
4 day/week pickup	916.41	843.10	425.48	0.00	425.48	417.62	0.00	417.62	843.10	73.31	916.41
5 day/week pickup	1,123.12	1,033.27	531.85	0.00	531.85	501.42	0.00	501.42	1,033.27	89.85	1,123.12
6 day/week pickup	1,331.53	1,225.01	638.21	0.00	638.21	586.80	0.00	586.80	1,225.01	106.52	1,331.53
Bin: 2-Yard 1 day/week pickup	220.48	202.84	70.90	0.00	70.90	131.94	0.00	131.94	202.84	17.64	220.48
2 day/week pickup	347.51	319.71	141.87	0.00	141.87	177.84	0.00	177.84	319.71	27.80	347.51
3 day/week pickup	528.25	485.99	212.74	0.00	212.74	273.25	0.00	273.25	485.99	42.26	528.25
4 day/week pickup	723.02	665.18	283.65	0.00	283.65	381.53	0.00	381.53	665.18	57.84	723.02
5 day/week pickup	857.11	788.54	354.53	0.00	354.53	434.01	0.00	434.01	788.54	68.57	857.11
6 day/week pickup	1,004.85	924.46	425.48	0.00	425.48	498.98	0.00	498.98	924.46	80.39	1,004.85
Bin: 1-1/2-Yard 1 day/week pickup	178.73	164.43	53.20	0.00	53.20	111.23	0.00	111.23	164.43	14.30	178.73
2 day/week pickup	285.07	262.26	106.37	0.00	106.37	155.89	0.00	155.89	262.26	22.81	285.07
3 day/week pickup	384.46	353.70	159.57	0.00	159.57	194.13	0.00	194.13	353.70	30.76	384.46
4 day/week pickup	516.96	475.60	212.74	0.00	212.74	262.86	0.00	262.86	475.60	41.36	516.96
5 day/week pickup	675.77	621.71	265.96	0.00	265.96	355.75	0.00	355.75	621.71	54.06	675.77
6 day/week pickup	791.09	727.80	319.13	0.00	319.13	408.67	0.00	408.67	727.80	63.29	791.09
Roll-off Service (per occurrence)	1,200.54	1,104.50	593.37	0.00	593.37	511.13	0.00	511.13	1,104.50	96.04	1,200.54
6 Yard Compactor (per occurrence)	1,008.20	927.54	638.23	0.00	638.23	289.31	0.00	289.31	927.54	80.66	1,008.20
Commercial Can (1 day/week pickup)	90.37	83.14	28.40	0.00	28.40	54.74	0.00	54.74	83.14	7.23	90.37
Bin Pull-out Service (per bin, per frequency)	23.00	21.16	0.00	0.00	0.00	21.16	0.00	21.16	21.16	1.84	23.00
Organics Barrel Sanitation Charge (per barrel)	5.66	5.21	0.00	0.00	0.00	5.21	0.00	5.21	5.21	0.45	5.66
Organics Barrel Contamination Charge (per occurrence)	283.09	260.44	0.00	0.00	0.00	260.44	0.00	260.44	260.44	22.65	283.09

SOUTH EL MONTE
Rates & Services
Exhibit D
Residential & Commercial
Effective January 1, 2022

	Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 0.00%	New Tipping Fee	Current Service Fee	Service Fee Adj 0.00%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Commercial Optional Services:											
Bin Lock Lid Charge (per lock x freq)	13.59	12.50	0.00	0.00	0.00	12.50	0.00	12.50	12.50	1.09	13.59
Bin Extra Dump Charge	56.62	52.09	0.00	0.00	0.00	52.09	0.00	52.09	52.09	4.53	56.62
Bin Overflow Charge	56.62	52.09	0.00	0.00	0.00	52.09	0.00	52.09	52.09	4.53	56.62
Bin Overweight Charge	56.62	52.09	0.00	0.00	0.00	52.09	0.00	52.09	52.09	4.53	56.62
Bin Dead Run Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Go Back Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Delivery Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Exchange Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Bring-in Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Wash/Clean Out Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Rental Charge	113.24	104.18	0.00	0.00	0.00	104.18	0.00	104.18	104.18	9.06	113.24
Bin Lock-Lid Install (one-time charge)	38.88	35.77	0.00	0.00	0.00	35.77	0.00	35.77	35.77	3.11	38.88
Bin Exchange with Metal Lids	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Bin Customer Fabrication Charge (per cubic yard)	222.15	204.38	0.00	0.00	0.00	204.38	0.00	204.38	204.38	17.77	222.15
Temporary Bin Service	255.48	235.04	0.00	0.00	0.00	235.04	0.00	235.04	235.04	20.44	255.48
Temporary Bin Service - Extra Dump	188.83	173.72	0.00	0.00	0.00	173.72	0.00	173.72	173.72	15.11	188.83
Temporary Bin Service with Scout	277.70	255.48	0.00	0.00	0.00	255.48	0.00	255.48	255.48	22.22	277.70
Temporary Bin Service with Scout - Extra Dump	211.04	194.16	0.00	0.00	0.00	194.16	0.00	194.16	194.16	16.88	211.04
Temporary Bin Lock-Lid Install (one-time charge)	38.88	35.77	0.00	0.00	0.00	35.77	0.00	35.77	35.77	3.11	38.88
Temporary Bin Lock-Lid Sve (per lock x freq)	13.59	12.50	0.00	0.00	0.00	12.50	0.00	12.50	12.50	1.09	13.59
Bulky Item Pickup - First Item	27.77	25.55	0.00	0.00	0.00	25.55	0.00	25.55	25.55	2.22	27.77
Bulky Item Pickup - Additional Items	16.66	15.33	0.00	0.00	0.00	15.33	0.00	15.33	15.33	1.33	16.66
Bulky Item Pickup - Dead Run or Go-Back	27.77	25.55	0.00	0.00	0.00	25.55	0.00	25.55	25.55	2.22	27.77
"Slim-Jim" Organic Container Purchase	55.54	51.10	0.00	0.00	0.00	51.10	0.00	51.10	51.10	4.44	55.54
Roll-Off Optional Services											
Roll-Off Box Relocation	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Dead-Ru or Go-Back	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Demurrage (per day, no hauls in 30 days)	13.33	12.26	0.00	0.00	0.00	12.26	0.00	12.26	12.26	1.07	13.33
Roll-Off "Rocket Launcher" (per hour, 4 hr. min.)	144.40	132.85	0.00	0.00	0.00	132.85	0.00	132.85	132.85	11.55	144.40
Roll-Off Compactor Wash-Out	277.70	255.48	0.00	0.00	0.00	255.48	0.00	255.48	255.48	22.22	277.70
Roll-Off Plastic Liners	44.43	40.88	0.00	0.00	0.00	40.88	0.00	40.88	40.88	3.55	44.43
Roll-Off Box Rental	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Compactor Rental	610.92	562.05	0.00	0.00	0.00	562.05	0.00	562.05	562.05	48.87	610.92
Roll-Off Roll-Top Rental	55.54	51.10	0.00	0.00	0.00	51.10	0.00	51.10	51.10	4.44	55.54
Roll-Off Storage Box Delivery	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Storage Box Removal	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Storage Box Rental Charge	194.38	178.83	0.00	0.00	0.00	178.83	0.00	178.83	178.83	15.55	194.38
Other Optional Services for All Accounts											
Declined Payment Charge (any reason)	33.33	30.66	0.00	0.00	0.00	30.66	0.00	30.66	30.66	2.67	33.33
Late Fees (1.5% / month, \$5.00 minimum)	5.55	5.11	0.00	0.00	0.00	5.11	0.00	5.11	5.11	0.44	5.55
Stop Service Charge	33.33	30.66	0.00	0.00	0.00	30.66	0.00	30.66	30.66	2.67	33.33
Resume Charge	33.33	30.66	0.00	0.00	0.00	30.66	0.00	30.66	30.66	2.67	33.33
Standby Time (each 15 minutes)	38.88	35.77	0.00	0.00	0.00	35.77	0.00	35.77	35.77	3.11	38.88
Street Sweeper Service	5,831.83	5,831.83	0.00	0.00	0.00	5,831.83	0.00	5,831.83	5,831.83	0.00	5,831.83
Hot Zone Service (2-40YD Roll-offs)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,288.00	1,288.00	0.00	1,288.00
Hot Zone Labor (per employee)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	300.00	0.00	300.00

SOUTH EL MONTE
Rates & Services
Exhibit D
Mobile Homes & Apartments
Effective January 1, 2022

		Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 0.00%	New Tipping Fee	Current Service Fee	Service Fee Adj 0.00%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin: 6-Yard	1 day/week pickup	525.00	483.00	212.74	0.00	212.74	270.26	0.00	270.26	483.00	42.00	525.00
	2 day/week pickup	910.74	837.88	425.48	0.00	425.48	412.40	0.00	412.40	837.88	72.86	910.74
	3 day/week pickup	1,293.73	1,190.23	638.21	0.00	638.21	552.02	0.00	552.02	1,190.23	103.50	1,293.73
	4 day/week pickup	1,668.34	1,534.87	850.97	0.00	850.97	683.90	0.00	683.90	1,534.87	133.47	1,668.34
	5 day/week pickup	2,049.13	1,885.20	1,063.69	0.00	1,063.69	821.51	0.00	821.51	1,885.20	163.93	2,049.13
	6 day/week pickup	2,432.63	2,238.02	1,276.48	0.00	1,276.48	961.54	0.00	961.54	2,238.02	194.61	2,432.63
Bin: 5-Yard	1 day/week pickup	471.16	433.47	177.33	0.00	177.33	256.14	0.00	256.14	433.47	37.69	471.16
	2 day/week pickup	807.04	742.48	354.57	0.00	354.57	387.91	0.00	387.91	742.48	64.56	807.04
	3 day/week pickup	1,143.14	1,051.69	531.87	0.00	531.87	519.82	0.00	519.82	1,051.69	91.45	1,143.14
	4 day/week pickup	1,471.91	1,354.16	709.16	0.00	709.16	645.00	0.00	645.00	1,354.16	117.75	1,471.91
	5 day/week pickup	1,881.65	1,731.12	886.40	0.00	886.40	844.72	0.00	844.72	1,731.12	150.53	1,881.65
	6 day/week pickup	2,139.32	1,968.17	1,063.69	0.00	1,063.69	904.48	0.00	904.48	1,968.17	171.15	2,139.32
Bin: 4-Yard	1 day/week pickup	391.11	359.82	141.81	0.00	141.81	218.01	0.00	218.01	359.82	31.29	391.11
	2 day/week pickup	627.89	577.66	283.74	0.00	283.74	293.92	0.00	293.92	577.66	50.23	627.89
	3 day/week pickup	952.88	876.65	425.49	0.00	425.49	451.16	0.00	451.16	876.65	76.23	952.88
	4 day/week pickup	1,301.08	1,196.99	567.29	0.00	567.29	629.70	0.00	629.70	1,196.99	104.09	1,301.08
	5 day/week pickup	1,548.88	1,424.97	709.06	0.00	709.06	715.91	0.00	715.91	1,424.97	123.91	1,548.88
	6 day/week pickup	1,819.68	1,674.11	850.95	0.00	850.95	823.16	0.00	823.16	1,674.11	145.57	1,819.68
Bin: 3-Yard	1 day/week pickup	282.66	260.05	106.37	0.00	106.37	153.68	0.00	153.68	260.05	22.61	282.66
	2 day/week pickup	484.22	445.48	212.74	0.00	212.74	232.74	0.00	232.74	445.48	38.74	484.22
	3 day/week pickup	685.90	631.03	319.13	0.00	319.13	311.90	0.00	311.90	631.03	54.87	685.90
	4 day/week pickup	883.12	812.47	425.48	0.00	425.48	386.99	0.00	386.99	812.47	70.65	883.12
	5 day/week pickup	1,082.57	995.96	531.85	0.00	531.85	464.11	0.00	464.11	995.96	86.61	1,082.57
	6 day/week pickup	1,283.58	1,180.89	638.21	0.00	638.21	542.68	0.00	542.68	1,180.89	102.69	1,283.58
Bin: 2-Yard	1 day/week pickup	211.82	194.87	70.90	0.00	70.90	123.97	0.00	123.97	194.87	16.95	211.82
	2 day/week pickup	334.51	307.75	141.87	0.00	141.87	165.88	0.00	165.88	307.75	26.76	334.51
	3 day/week pickup	508.32	467.65	212.74	0.00	212.74	254.91	0.00	254.91	467.65	40.67	508.32
	4 day/week pickup	695.61	639.96	283.65	0.00	283.65	356.31	0.00	356.31	639.96	55.65	695.61
	5 day/week pickup	824.97	758.97	354.53	0.00	354.53	404.44	0.00	404.44	758.97	66.00	824.97
	6 day/week pickup	967.47	890.07	425.48	0.00	425.48	464.59	0.00	464.59	890.07	77.40	967.47
Bin: 1-1/2-Yard	1 day/week pickup	171.64	157.91	53.20	0.00	53.20	104.71	0.00	104.71	157.91	13.73	171.64
	2 day/week pickup	274.20	252.26	106.37	0.00	106.37	145.89	0.00	145.89	252.26	21.94	274.20
	3 day/week pickup	370.10	340.49	159.57	0.00	159.57	180.92	0.00	180.92	340.49	29.61	370.10
	4 day/week pickup	497.59	457.78	212.74	0.00	212.74	245.04	0.00	245.04	457.78	39.81	497.59
	5 day/week pickup	650.18	598.17	265.96	0.00	265.96	332.21	0.00	332.21	598.17	52.01	650.18
	6 day/week pickup	761.33	700.42	319.13	0.00	319.13	381.29	0.00	381.29	700.42	60.91	761.33
Roll-off Service (per occurrence)		1,200.54	1,104.50	593.37	0.00	593.37	511.13	0.00	511.13	1,104.50	96.04	1,200.54
Bin Pull-out Service (per bin, per frequency)		21.89	20.14	0.00	0.00	0.00	20.14	0.00	20.14	20.14	1.75	21.89
Organics Barrel Sanitation Charge (per barrel)		5.66	5.21	0.00	0.00	0.00	5.21	0.00	5.21	5.21	0.45	5.66
Organics Barrel Contamination Charge (per occurrence)		283.09	260.44	0.00	0.00	0.00	260.44	0.00	260.44	260.44	22.65	283.09
Customer Owned Barrels - 3+ Units (1 day/week pickup)		171.65	157.92	28.40	0.00	28.40	129.52	0.00	129.52	157.92	13.73	171.65

SOUTH EL MONTE
Rates & Services
Exhibit D
Mobile Homes & Apartments
Effective January 1, 2022

	Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 0.00%	New Tipping Fee	Current Service Fee	Service Fee Adj 0.00%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin Optional Services:											
Bin Lock Lid Charge	13.59	12.50	0.00	0.00	0.00	12.50	0.00	12.50	12.50	1.09	13.59
Bin Extra Dump Charge	56.62	52.09	0.00	0.00	0.00	52.09	0.00	52.09	52.09	4.53	56.62
Bin Overflow Charge	56.62	52.09	0.00	0.00	0.00	52.09	0.00	52.09	52.09	4.53	56.62
Bin Overweight Charge	56.62	52.09	0.00	0.00	0.00	52.09	0.00	52.09	52.09	4.53	56.62
Bin Dead Run Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Go Back Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Delivery Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Exchange Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Bring-in Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Wash/Clean Out Charge	45.29	41.67	0.00	0.00	0.00	41.67	0.00	41.67	41.67	3.62	45.29
Bin Rental Charge	113.24	104.18	0.00	0.00	0.00	104.18	0.00	104.18	104.18	9.06	113.24
Bin Lock-Lid Install (one-time charge)	38.88	35.77	0.00	0.00	0.00	35.77	0.00	35.77	35.77	3.11	38.88
Bin Exchange with Metal Lids	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Bin Customer Fabrication Charge (per cubic yard)	222.15	204.38	0.00	0.00	0.00	204.38	0.00	204.38	204.38	17.77	222.15
Temporary Bin Service	255.48	235.04	0.00	0.00	0.00	235.04	0.00	235.04	235.04	20.44	255.48
Temporary Bin Service - Extra Dump	188.83	173.72	0.00	0.00	0.00	173.72	0.00	173.72	173.72	15.11	188.83
Temporary Bin Service with Scout	277.70	255.48	0.00	0.00	0.00	255.48	0.00	255.48	255.48	22.22	277.70
Temporary Bin Service with Scout - Extra Dump	211.04	194.16	0.00	0.00	0.00	194.16	0.00	194.16	194.16	16.88	211.04
Temporary Bin Lock-Lid Install (one-time charge)	38.88	35.77	0.00	0.00	0.00	35.77	0.00	35.77	35.77	3.11	38.88
Temporary Bin Lock-Lid Svc (per lock x freq)	13.59	12.50	0.00	0.00	0.00	12.50	0.00	12.50	12.50	1.09	13.59
Bulky Item Pickup - First Item	27.77	25.55	0.00	0.00	0.00	25.55	0.00	25.55	25.55	2.22	27.77
Bulky Item Pickup - Additional Items	16.66	15.33	0.00	0.00	0.00	15.33	0.00	15.33	15.33	1.33	16.66
Bulky Item Pickup - Dead Run or Go-Back	27.77	25.55	0.00	0.00	0.00	25.55	0.00	25.55	25.55	2.22	27.77
"Slim-Jim" Organic Container Purchase	55.54	51.10	0.00	0.00	0.00	51.10	0.00	51.10	51.10	4.44	55.54
Roll-Off Optional Services											
Roll-Off Box Relocation	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Dead-Ru or Go-Back	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Demurrage (per day, no hauls in 30 days)	13.33	12.26	0.00	0.00	0.00	12.26	0.00	12.26	12.26	1.07	13.33
Roll-Off "Rocket Launcher" (per hour, 4 hr. min.)	144.40	132.85	0.00	0.00	0.00	132.85	0.00	132.85	132.85	11.55	144.40
Roll-Off Compactor Wash-Out	277.70	255.48	0.00	0.00	0.00	255.48	0.00	255.48	255.48	22.22	277.70
Roll-Off Plastic Liners	44.43	40.88	0.00	0.00	0.00	40.88	0.00	40.88	40.88	3.55	44.43
Roll-Off Box Rental	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Compactor Rental	610.92	562.05	0.00	0.00	0.00	562.05	0.00	562.05	562.05	48.87	610.92
Roll-Off Roll-Top Rental	55.54	51.10	0.00	0.00	0.00	51.10	0.00	51.10	51.10	4.44	55.54
Roll-Off Storage Box Delivery	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Storage Box Removal	166.62	153.29	0.00	0.00	0.00	153.29	0.00	153.29	153.29	13.33	166.62
Roll-Off Storage Box Rental Charge	194.38	178.83	0.00	0.00	0.00	178.83	0.00	178.83	178.83	15.55	194.38
Other Optional Services for All Accounts											
Declined Payment Charge (any reason)	33.33	30.66	0.00	0.00	0.00	30.66	0.00	30.66	30.66	2.67	33.33
Late Fees (1.5% / month, \$5.00 minimum)	5.55	5.11	0.00	0.00	0.00	5.11	0.00	5.11	5.11	0.44	5.55
Stop Service Charge	33.33	30.66	0.00	0.00	0.00	30.66	0.00	30.66	30.66	2.67	33.33
Resume Charge	33.33	30.66	0.00	0.00	0.00	30.66	0.00	30.66	30.66	2.67	33.33
Standby Time (each 15 minutes)	38.88	35.77	0.00	0.00	0.00	35.77	0.00	35.77	35.77	3.11	38.88

RESOLUTION NO. 20-03

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AMENDING THE AGREEMENT BETWEEN THE CITY AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES (ATHENS), THEREBY APPROVING AMENDMENT NO. 5 TO FORMALLY INCORPORATE AN ANNUAL CONSUMER PRICE INDEX (CPI) INCREASE FOR STREET SWEEPING SERVICES INTO CONTRACT LANGUAGE

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

WHEREAS, the City and Athens entered into the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste, and Other Compostables dated September 13, 2000, and in which the Agreement was amended on June 14, 2006 (Amendment No. 1); October 28, 2008 (Amendment No. 2); January 14, 2014 (Amendment No. 3); and June 25, 2019 (Amendment No. 4); and

WHEREAS, Amendment No. 2 incorporated street sweeping services into the contract; and

WHEREAS, Amendment No. 3 amended Section 5.3 of the Agreement, as it regards the annual rate adjustment, to revise the process in Athens applying for the annual rate adjustment, to stipulate which month the increase will take effect, and to specify the increase would be based on the percentage increase in the Consumer Price Index (CPI) for the previous 12-month period (April through March) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area, not to exceed eight percent (8%); and

WHEREAS, the Agreement and Amendment No. 3 specified the annual rate adjustment applied to the collection of solid waste services yet intended to include street sweeping services; and

WHEREAS, both the City and Athens were of the understanding that the CPI applied to both the collection of solid waste and street sweeping services, in which Athens charged and the City paid the annual rate adjustment for both services, however this understanding was not clearly memorialized in prior Amendments to the Agreement. Thus, an Amendment No. 5, is proposed to memorialize the application of CPI adjustments to the costs of street sweeping services. The parties hereto acknowledge that, as of the date of Amendment No. 5, City has paid Athens all amounts due for street sweeping services, including all then-applicable CPI adjustments. As such, both the City and Athens acknowledge that Athens is not due any retroactive payments related thereto; and

WHEREAS, the City and Athens now wish to formally incorporate the required language into the contract to remedy the above-noted inadvertent omission.

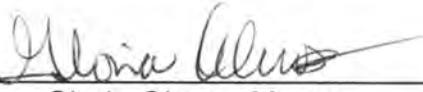
NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves Amendment No. 5 to the Agreement between the City and Athens, stipulating that the annual rate adjustment applies to both the collection of solid waste and street sweeping services.

SECTION 2. The City Council hereby authorizes and directs the Interim City Manager to execute Amendment No. 5 in substantially the form attached as Attachment B to the January 14, 2020, staff report accompanying this Resolution. The Council further directs the Interim City Manager to take all actions necessary to effectuate the Agreement.

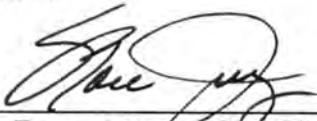
SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 14th day of January, 2020.



Gloria Olmos, Mayor

ATTEST:



Rose Juarez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 20-03 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 14th day of January, 2020 and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Retamoza, (Mayor) Olmos
NOES: None
ABSENT: Delgado
ABSTAIN: None



Rose Juarez, City Clerk



AMENDMENT NO. 5 TO THE AMENDED AND RESTATED AGREEMENT BY
AND BETWEEN THE CITY OF SOUTH EL MONTE AND ARAKELIAN
ENTERPRISES, INC. DBA ATHENS SERVICES FOR THE COLLECTION OF
SOLID WASTE, RECYCLABLES, YARD WASTE, OTHER COMPOSTABLES,
AND STREET SWEEPING SERVICES

This Fifth Amendment ("Amendment No. 5") to that certain agreement by and between the City of South El Monte, a California municipal corporation ("City") and Arakelian Enterprises, Inc. dba Athens Services, a California Corporation ("CONTRACTOR") (collectively, the "Parties") is hereby entered into as of January 14, 2020 ("Effective Date").

RECITALS

- A. On September 13, 2000, the City and CONTRACTOR entered into an agreement for the CONTRACTOR to provide for the Collection of Solid Waste, Recyclables, Yard Waste, and Other Compostables dated September 13, 2000, and in which the Agreement was amended on June 14, 2006 (Amendment No. 1); October 28, 2008 (Amendment No. 2); January 14, 2014 (Amendment No. 3); and June 25, 2019 (Amendment No. 4);
- B. Amendment No. 2 incorporated street sweeping services into the contract;
- C. Amendment No. 3 amended Section 5.3 of the Agreement, as it regards the annual rate adjustment, to revise the process in Athens applying for the annual rate adjustment, to stipulate which month the increase will take effect, and to specify the increase would be based on the percentage increase in the Consumer Price Index (CPI) for the previous 12-month period (April through March) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area, not to exceed eight percent (8%);
- D. The Agreement and Amendment No. 3 specified the annual rate adjustment applied to the collection of solid waste services yet intended to include street sweeping services. The Agreement between City and CONTRACTOR dated September 13, 2000, and all amendments thereto are hereinafter referred to as the "Agreement";
- E. Both the City and Athens were of the understanding that the CPI applied to both the collection of solid waste and street sweeping services, in which Athens charged and the City paid the annual rate adjustment for both services. As such, both the City and Athens acknowledge that Athens is not due any retroactive payments related thereto; and

- F. The City and Athens now wish to formally incorporate the required language into the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows

Section 1. Section 5.3.1 of the Agreement (as amended by Amendment No. 3) is hereby amended as follows (deletions in strikethrough, additions in **bold and italics**):

"5.3.1 Annual Rate Adjustment. Annually, commencing July 1, 2014~~–2008~~ and each July 1 thereafter, the maximum rates Contractor is authorized to charge for the collection of solid waste from Commercial/Industrial Premises and ***those rates for street sweeping services as set forth in Section 3.28 (Agreement Amendment No. 2)*** may be increased by the percentage increase in the Consumer Price Index (CPI) for the previous 12-month period (April through March) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area, not to exceed eight percent (8%). ***The parties hereto acknowledge that, as of the date of this Amendment No. 5, City has paid Contractor all amounts due for street sweeping services, including all then-applicable CPI adjustments.*** For the first adjustment (effective July 1, 2014~~2020~~), the maximum rates shall be increased by the CPI for the previous 3 month period (January 2014 through March 2014). No rate adjustment pursuant to this Section 5.3.1 shall become effective unless the process set forth in Section 5.3.2 is followed."

Section 2. The first sentence of Section 5.1 of the Agreement (as amended by Amendment No. 3) is hereby amended as follows (deletions in strikethrough, additions in **bold and italics**):

"5.1 General Provisions. ***Excepting services for street sweeping as governed by Section 3.28 (Amendment No. 2),*** ~~The~~ Contractor's compensation for performance of all its obligations under this Agreement shall be the actual gross rate revenues remitted to Contractor by customer's less the Franchise Fee due to the City in accordance with Section 3.2.

Section 3. Except as specifically amended by this Amendment No. 5, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 5 on the day and year first shown above.

CITY OF SOUTH EL MONTE

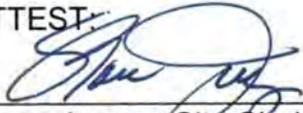
ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES

By: 

Rachel Barbosa,
Interim City Manager

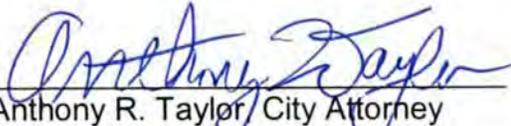
By: 

Its: EXECUTIVE VICE PRESIDENT

ATTEST:


Rose Juarez, City Clerk

APPROVED AS TO FORM:



Anthony R. Taylor, City Attorney

RESOLUTION NO. 19-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, APPROVING THE FOURTH AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES WITH ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES, AND DIRECTING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City and Arakelian Enterprises, Inc., dba Athens Services (Athens) entered into the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables dated September 13, 2000, which agreement was amended in 2006, 2008, and again in 2014 (as amended, the "Agreement").

SECTION 2. In response to Assembly Bill 1826, which requires that the City implement an organics recycling program, the City and Athens have negotiated an organics recycling program for commercial/industrial premises. In response to Assembly Bill 1594, which eliminated the use of green waste as alternative daily cover from being counted as diversion from the landfill, Athens has agreed to deliver all green waste from residential premises to a composting facility.

SECTION 3. The City Council considered the proposed Fourth Amendment, which includes the maximum permitted rates for the organics recycling program, at a regularly noticed public meeting on June 11, 2019. Based on the evidence presented at that meeting, the City Council finds that the proposed Fourth Amendment is in the best interests of the City.

SECTION 4. The City Council hereby approves the proposed Fourth Amendment. The Mayor is directed to execute the Fourth Amendment, substantially in the form attached to the agenda report for this item. The Mayor and City Manager are hereby directed to take all actions necessary to effectuate this resolution.

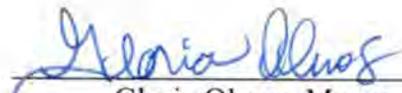
SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 25th day of June 2019.

ATTEST



Rose Juarez, City Clerk

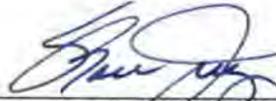


Gloria Olmos, Mayor

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 19-43, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 25th day of June, 2019, and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None



Rose Juarez, City Clerk

FOURTH AMENDMENT TO THE
AMENDED AND RESTATED AGREEMENT
BY AND BETWEEN
THE CITY OF SOUTH EL MONTE
AND
ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE,
RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES

This Fourth Amendment ("Amendment") to the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables is entered into as of June 25, 2019, by and between the City of South El Monte, a California municipal corporation (the "City") and Arakelian Enterprises, Inc., a California corporation d/b/a Athens Services ("Contractor"; jointly with City, the "Parties").

RECITALS

WHEREAS, City and Contractor previously entered into the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables dated September 13, 2000, which agreement was amended by that certain First Amendment dated June 14, 2006, that certain Second Amendment dated October 28, 2008, and that certain Third Amendment dated January 14, 2014 (as amended, the "Agreement");

WHEREAS, City and Contractor have evaluated and discussed several alternatives to address the organic waste recycling requirements of Assembly Bill 1826;

WHEREAS, the Parties have agreed upon an organic waste recycling program, and the composting of green waste collected from processing mixed waste residential barrels;

WHEREAS, pursuant to this Amendment, Contractor agrees to provide the organic waste recycling program described below, and City authorizes Contractor to increase its rates charged to commercial/industrial businesses (as defined below) by an amount not to exceed 22.8% effective July 1, 2019, or such later date as Contractor commences to provide organic waste recycling services to the commercial/industrial premises; and

WHEREAS, City and Contractor now desire to amend the Agreement as provided in this Amendment;

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. The foregoing Recitals are incorporated into this Agreement by this reference.

2. Section 3.4.1 Standard Services. Add the following sentences, "Collection shall be mixed waste barrel, including yard waste. Yard waste is recovered from the residential mixed waste barrel after being processed at Contractor's material recovery facility"
3. Section 3.4.2 Green Waste Collection, shall be renamed to "Holiday Tree Collection" and state the following " CONTRACTOR shall collect, transport and use its best efforts to recycle all holiday trees (i.e., Christmas trees and Hanukkah bushes) placed for collection, beginning on the first collection day after December 25th and ending at 6 p.m. on the second Saturday in January. Holiday trees placed for collection are to be free of ornaments, garlands, tinsel and flocking."
4. Section 3.8.2 of the Franchise Agreement is added as follows:

"Commercial & Multi-Family Organic Waste Services (AB 1826)

Effective July 1, 2019, Contractor will provide all staff, labor, and materials to ensure citywide compliance with AB 1826 (Chapter 12.9 [commencing with Section 42649.8] of Part 3 of Division 30 of the Public Resources Code). This includes account site visits and reviews, public education and outreach as appropriate, meeting with CalRecycle staff, providing Organic Waste tonnage data to both the City and CalRecycle, and administering an Organic Waste services program. Contractor shall direct all source-separable or separated Organic Waste to an organics processing facility capable of meeting the requirements AB 1826 and any other applicable Organic Waste diversion requirements. For purposes of this Section, "organic waste" shall have the meaning set forth in Public Resources Code 42649.8, as it now exists or may subsequently be amended, and "organics" shall mean "organic waste".

Contractor will provide 35-gallon Organic Waste barrels to commercial/industrial premises that are required to comply with AB 1826, as well as to commercial/industrial premises and other multi-family Customers that are not required to comply with AB 1826 but can demonstrate that they are able to and have a need to source-separate Organic Waste from their waste stream. Contractor will also provide dedicated non-food organics barrels (barrel size to be determined based on account site survey by Contractor and to prevent any overfilling of, or overflow from, the containers) for non-food organic collection to those multi-family Customers that are subject to such collection under AB 1826. Such barrels for Organic Waste and non-food organics shall be of sufficient service level, and serviced on such frequency, that there does not result in any overfilling of, or overflow from, the containers. Contractor will provide Organic Waste and non-food organics barrels to such Customers at a weekly frequency of service not to exceed the regular mixed waste frequency of service. Franchisee will bill Customers a per barrel monthly fee, not to exceed the "Organics Barrel Sanitation Fee" in Exhibit D, to allow for customers to request sanitation of the barrels as needed.

Contractor reserves the right to inspect, audit, and review the service level (quantity of container(s) and weekly frequency of pick-up) of Organic Waste (including non-food organics) services at each account that requests Organic Waste services. Contractor may reduce or increase the organics service level based on the inspection and audit. Organics Waste from commercial/industrial premises must be clean and must contain less than 5% contamination. If any Organics Waste

barrel is identified as containing more than 5% contaminants, Contractor will implement the following provisions in order to work with the Customer to decontaminate their Organics Waste:

1. Identify the source (Customer) of contamination (first offense) and meet with that Customer to inform, educate, and eliminate the contaminants from their Organics Waste.

2. If Organics Waste contamination continues with the same identified source (second offense), that Customer's Organics Waste container(s) will be "red tagged" for non-compliance and the container(s) will not be picked-up until the Customer removes the identified contaminants. Once the container(s) has been identified as clean Organics Waste, Contractor will resume its normal pick up service to that Customer. If the Customer chooses not to clean up the container(s), the Customer shall be subject to the "Organics Waste Contamination Fee" in **Exhibit D** for each noncompliant container and incident.

3. If Athens determines that the identified Customer in Step #1 has a third or subsequent offense within 90 days of the first offense, Athens will "red tag" the contaminated container(s) for non-compliance and will not pick-up the contaminated container(s) with the organics truck, notify the city and customer of the third or subsequent offense, charge the "Organics Waste Contamination Fee" in **Exhibit D** for each non-compliant container and for each pick-up, and have the option to reduce the customers' Organics Waste service level to a minimum of one organics barrel picked up one time per week until the customer can demonstrate that they are able to comply with the Organics Waste Program.

Contractor will provide sufficient service equipment (including an estimated one truck) in order to collect source-separated clean Organic Waste from commercial/industrial premises accounts within the City having organics barrels as needed such that there does not result any overfilling of, or overflow from, the containers. Upon collecting such Organic Waste, Contractor will take the Organic Waste to American Organics, or any other facility that can divert the Organic Waste from the landfill, where the Organic Waste may be counted as diversion for City as provided by applicable law.

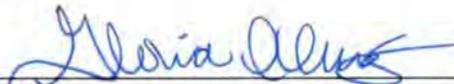
If Organic Waste needs capacity exceed the aforementioned service equipment limits or if there are any future governing law changes in reference to these Organic Waste programs, Contractor and the City will meet and confer to discuss changes to this Agreement, including **Exhibit D**, as needed."

5. Commencing July 1, 2019, Contractor may charge commercial/industrial premises rates that do not exceed those set forth in **Exhibit D**, attached hereto and incorporated herein by this reference.
6. **Exhibit D** is hereby amended and replaced in its entirety with **Exhibit D** attached to this Amendment.
7. The City Clerk is hereby directed to attach this Amendment to the Agreement.
8. Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

CITY OF SOUTH EL MONTE



Gloria Olmos, Mayor

ATTEST:



Rose Juarez, City Clerk

ARAKELIAN ENTERPRISES, INC., DBA
ATHENS SERVICES

By: 

Its: Secretary

APPROVED AS TO FORM:



Michael Estrada, City Attorney

By: 

Its: Executive Officer

EXHIBIT D

**SOUTH EL MONTE
Rate Adjustment
Commercial
Effective July 1, 2019**

		Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 2.71%	Tipping Organics Adj 22.80%	New Tipping Fee	Current Service Fee	Service Fee Adj 2.71%	Service Organics Adj 22.80%	New Service Fee	New Net Rate	% Franchise Fee	New Gross Rate
Bin 6-Yard	1 day/week pickup	417.30	383.97	162.70	4.41	37.10	204.21	221.27	5.99	58.45	277.71	481.92	41.91	523.83
	2 day/week pickup	723.04	665.20	325.41	8.81	74.19	408.41	339.79	9.20	77.47	426.46	834.87	72.60	907.47
	3 day/week pickup	1,026.45	944.33	488.10	13.22	111.29	612.61	456.23	12.35	104.02	572.50	1,185.21	103.06	1,288.27
	4 day/week pickup	1,325.20	1,217.34	650.83	17.62	148.39	816.84	566.51	15.34	129.16	711.01	1,527.85	132.86	1,660.71
	5 day/week pickup	1,624.93	1,494.94	813.52	22.03	185.48	1,021.03	681.42	18.45	155.36	855.23	1,876.26	163.15	2,039.41
	6 day/week pickup	1,928.86	1,774.50	976.25	26.44	222.59	1,225.28	798.25	21.62	182.00	1,001.87	2,227.15	193.67	2,420.82
Bin 5-Yard	1 day/week pickup	374.82	344.83	135.63	3.67	30.92	170.22	209.20	5.66	47.70	262.56	432.78	37.63	470.41
	2 day/week pickup	641.10	589.81	271.18	7.34	61.83	340.35	318.03	8.63	72.65	399.91	740.26	64.37	804.63
	3 day/week pickup	907.57	834.96	406.78	11.01	92.75	510.54	428.18	11.59	97.63	537.40	1,047.94	91.13	1,139.07
	4 day/week pickup	1,168.15	1,074.70	542.37	14.69	123.66	680.72	532.53	14.41	121.37	658.11	1,348.83	117.29	1,466.12
	5 day/week pickup	1,493.70	1,374.20	677.92	18.36	154.57	850.85	696.28	18.85	158.75	873.88	1,724.73	149.98	1,874.71
	6 day/week pickup	1,697.28	1,561.50	813.52	22.03	185.48	1,021.03	747.98	20.25	170.54	938.77	1,939.80	170.42	2,130.22
Bin 3-Yard	1 day/week pickup	224.85	206.86	81.35	2.20	18.55	102.10	125.51	3.40	28.62	157.53	239.63	22.58	282.21
	2 day/week pickup	384.64	353.87	162.70	4.41	37.10	204.21	191.17	5.18	43.59	239.94	444.15	38.62	482.77
	3 day/week pickup	544.34	500.98	244.07	6.61	55.65	306.33	256.91	6.96	58.58	323.45	628.78	54.68	683.46
	4 day/week pickup	700.88	644.81	325.41	8.81	74.19	408.41	319.40	8.65	72.82	400.87	809.28	70.37	879.65
	5 day/week pickup	858.98	790.26	406.77	11.01	92.74	510.52	383.49	10.38	87.44	481.31	991.83	86.25	1,078.08
	6 day/week pickup	1,018.36	936.89	488.10	13.22	111.29	612.61	448.79	12.15	102.32	563.26	1,175.87	102.25	1,278.12
Bin 2-Yard	1 day/week pickup	168.63	155.14	54.23	1.47	12.36	68.06	100.91	2.73	23.01	126.65	194.71	16.93	211.64
	2 day/week pickup	265.78	244.52	108.50	2.94	24.74	136.18	136.02	3.68	31.01	170.71	266.89	26.69	333.58
	3 day/week pickup	404.09	371.68	162.70	4.41	37.10	204.21	208.98	5.66	47.65	262.29	406.50	40.57	507.07
	4 day/week pickup	552.98	508.74	216.94	5.87	49.46	272.27	291.80	7.90	66.53	366.23	638.50	55.52	694.02
	5 day/week pickup	655.53	603.09	271.15	7.34	61.82	340.31	331.94	8.99	75.68	416.61	756.92	65.82	822.74
	6 day/week pickup	768.51	707.03	325.41	8.81	74.19	408.41	381.62	10.53	87.01	478.95	887.37	77.56	964.53
Bin 1-1/2-Yard	1 day/week pickup	136.78	125.76	40.69	1.10	9.28	51.07	85.07	2.30	19.40	106.77	157.84	13.73	171.57
	2 day/week pickup	218.02	200.58	81.35	2.20	18.55	102.10	119.23	3.23	27.18	149.64	251.74	21.89	273.63
	3 day/week pickup	294.03	270.51	122.04	3.30	27.83	153.17	148.47	4.02	33.85	186.34	339.51	29.52	369.03
	4 day/week pickup	395.37	363.74	162.70	4.41	37.10	204.21	201.04	5.44	45.84	252.32	456.53	39.70	496.23
	5 day/week pickup	516.83	475.48	203.40	5.51	46.28	253.29	272.08	7.37	62.03	341.48	596.77	51.89	648.66
	6 day/week pickup	605.03	556.63	244.07	6.61	55.65	306.33	312.56	8.46	71.20	392.28	698.61	60.75	759.36
Roll-off Bins		918.17	844.72	455.81	12.29	103.47	569.57	396.91	10.59	89.13	490.63	1,060.20	92.19	1,152.39
Commercial Can		69.12	63.59	21.72	0.59	4.95	27.26	41.87	1.13	9.55	52.55	79.81	6.94	86.75
Pull out Service		17.59	16.18	0.00	0.00	0.00	0.00	16.18	0.44	3.69	20.31	20.31	1.77	22.08
Bin Optional Services														
Bin Lock Lid Charge											50.00	50.00	4.35	54.35
Bin Extra Dump Charge											50.00	50.00	4.35	54.35
Bin Overflow Charge											50.00	50.00	4.35	54.35
Bin Overweight Charge											40.00	40.00	3.48	43.48
Bin Dead Run Charge											40.00	40.00	3.48	43.48
Bin Go Back Charge											40.00	40.00	3.48	43.48
Bin Delivery Charge											40.00	40.00	3.48	43.48
Bin Exchange Charge											40.00	40.00	3.48	43.48
Bin Bring-in Charge											40.00	40.00	3.48	43.48
Bin Wash/Clean Out Charge											100.00	100.00	8.70	108.70
Bin Rental Charge											0.00	0.00	0.00	0.00
Street Sweeper Service			8,450.33	0.00	0.00	0.00	0.00	5,450.33	147.39	0.00	5,307.92	5,307.92	0.00	5,307.92

SOUTH EL MONTE
Rate Adjustment
Mobile Homes & Apartments
Effective July 1, 2019

		Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 2.71%	Tipping Organics Adj 22.80%	New Tipping Fee	Current Service Fee	Service Fee Adj 2.71%	Service Organics Adj 22.80%	New Service Fee	New Net Rate	% Franchise Fee	New Gross Rate
Bin: 6-Yard	1 day/week pickup	401.51	369.39	162.70	4.41	37.10	204.21	206.69	5.60	47.13	259.43	463.63	40.32	503.95
	2 day/week pickup	898.54	640.82	325.41	8.81	74.19	408.41	315.41	8.54	71.91	395.86	804.27	69.94	874.21
	3 day/week pickup	989.45	910.29	488.10	13.22	111.29	612.61	422.19	11.43	96.26	329.88	1,142.49	99.35	1,241.84
	4 day/week pickup	1,275.96	1,173.88	650.83	17.62	148.39	816.84	523.65	14.16	119.26	656.47	1,473.31	128.11	1,601.42
	5 day/week pickup	1,567.20	1,441.82	813.52	22.03	185.48	1,021.03	628.30	17.01	143.25	788.56	1,809.59	157.36	1,966.95
6 day/week pickup	1,860.48	1,711.64	976.25	26.44	222.59	1,225.28	735.39	19.91	167.67	922.97	2,148.25	186.80	2,335.05	
Bin: 5-Yard	1 day/week pickup	360.36	331.53	135.63	3.67	30.92	170.22	195.98	5.30	44.67	245.87	416.09	36.18	452.27
	2 day/week pickup	817.24	567.86	271.18	7.34	61.83	340.35	296.68	8.03	67.64	372.35	712.70	61.97	774.67
	3 day/week pickup	874.28	804.34	406.78	11.01	92.75	510.54	397.56	10.77	90.64	498.97	1,009.51	87.78	1,097.29
	4 day/week pickup	1,125.79	1,035.67	542.37	14.69	123.66	680.72	493.30	13.36	112.47	619.13	1,299.85	113.03	1,412.88
	5 day/week pickup	1,439.10	1,323.97	677.92	18.36	154.57	850.85	646.05	17.49	147.30	810.84	1,661.69	144.49	1,806.18
	6 day/week pickup	1,856.16	1,505.27	813.52	22.03	185.48	1,021.03	691.75	18.73	157.72	868.20	1,889.23	164.28	2,053.51
Bin: 3-Yard	1 day/week pickup	216.18	198.89	81.33	2.20	18.55	102.10	117.54	3.18	26.80	147.52	249.62	21.71	271.33
	2 day/week pickup	370.33	340.70	162.70	4.41	37.10	204.21	178.00	4.82	40.58	223.40	427.61	37.18	464.79
	3 day/week pickup	524.58	482.61	244.07	6.61	55.65	306.33	238.54	6.46	54.39	299.39	605.72	52.67	658.39
	4 day/week pickup	675.41	621.38	323.41	8.81	74.19	408.41	295.97	8.01	67.48	371.46	779.87	67.81	847.68
	5 day/week pickup	827.96	761.72	406.77	11.01	92.74	510.52	354.93	9.81	80.93	443.49	956.01	83.13	1,039.14
	6 day/week pickup	981.68	903.15	488.10	13.22	111.29	612.61	415.05	11.24	94.63	520.92	1,133.53	98.37	1,232.10
Bin: 2-Yard	1 day/week pickup	162.00	149.04	54.23	1.47	12.36	68.06	94.81	2.57	21.62	119.00	187.06	16.27	203.33
	2 day/week pickup	255.83	235.36	108.50	2.94	24.74	136.18	126.86	3.44	28.92	159.22	295.40	25.69	321.09
	3 day/week pickup	388.76	357.66	162.70	4.41	37.10	204.21	194.96	5.28	44.45	244.69	448.90	39.03	487.93
	4 day/week pickup	532.01	489.45	216.94	5.87	49.46	272.27	272.51	7.38	62.13	342.02	614.29	53.42	667.71
	5 day/week pickup	630.95	580.47	271.15	7.34	61.82	340.31	309.32	8.38	70.52	388.22	728.53	63.35	791.88
	6 day/week pickup	739.92	680.73	325.41	8.81	74.19	408.41	355.32	9.62	81.01	443.95	854.36	74.29	928.65
Bin: 1-1/2-Yard	1 day/week pickup	131.27	120.77	40.69	1.10	9.28	51.07	80.08	2.17	18.26	100.51	151.58	13.18	164.76
	2 day/week pickup	209.71	192.93	81.35	2.20	18.55	102.10	111.58	3.02	25.44	140.84	242.14	21.06	263.20
	3 day/week pickup	283.04	260.40	122.04	3.30	27.83	153.17	138.36	3.75	31.55	173.66	326.83	28.42	355.25
	4 day/week pickup	380.55	350.11	162.70	4.41	37.10	204.21	187.41	5.07	42.73	235.21	439.42	38.21	477.63
	5 day/week pickup	497.26	457.48	203.40	5.51	46.38	255.29	254.08	6.88	57.93	318.89	574.18	49.93	624.11
	6 day/week pickup	582.26	533.88	244.07	6.61	55.65	306.33	291.61	7.90	66.49	366.00	672.33	58.46	730.79
Rolloff Bins		918.17	844.72	453.81	12.29	103.47	569.57	390.91	10.59	89.13	490.63	1,060.20	92.19	1,152.39
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pull out Service		16.74	15.40	0.00	0.00	0.00	0.00	15.40	0.42	3.51	19.33	19.33	1.68	21.01



AB1826: Tier 1 Commercial Customers South El Monte

Account	Acct Name	Addr#	Dir	Street	Suffix	City	SW Total Yards*	Organics Complaint
SE-0187403	CPG FOOD, LLC	2425		ROSEMEAD	BLVD	SOUTH EL MONTE	49.00	No
SE-0223879	GREATER EL MONTE COMM.HOSPITAL	1701		SANTA ANITA	AVE	SOUTH EL MONTE	60.00	No
SE-0330231	SUPERIOR WAREHOUSE-RO	1858		DURFEE	AVE	SOUTH EL MONTE	70.00	No
SE-0357525	EL MONTE SUPERSTORE	2650		ROSEMEAD	BLVD	SOUTH EL MONTE	80.00	No
SE-0405286	FEC GINSENG AND MARINE PRODCTS	1735		FLORADALE	AVE	SOUTH EL MONTE	41.50	No
Row Labels	Count of Account							
No	5							
Grand Total	5							

*Organic Waste Services are based on the customer mix between Tiers 1, 2 and 3. In the event of a material change to the customer mix, the Contractor and City will meet and confer in good faith to discuss changes to the Agreement, including Exhibit D, as needed.



AB1826: Tier 2 Commercial Customers

South El Monte

Account	Acct Name	Addr#	Dir	Street	Suffix	City	SW Total Yards*	Organics Complaint
SE-0116720	KEE WAH BAKERY	2118		LOMA	AVE	SOUTH EL MONTE	24.00	No
SE-0117823	R & B SANCHEZ/MCDONALD'S	1185		DURFEE	AVE	SOUTH EL MONTE	18.00	No
SE-0119905	CALIFORNIA SNACK FOODS	2131		TYLER	AVE	SOUTH EL MONTE	27.00	No
SE-0120218	SINCERE FOODS COMPANY	2223		SEAMAN	AVE	SOUTH EL MONTE	15.00	No
SE-0120774	MCDONALD'S RESTAURANT	9437		GARVEY	AVE	SOUTH EL MONTE	18.00	No
SE-0122757	CITY OF SO EL MONTE-SENIOR CNT	1556		CENTRAL	AVE	SOUTH EL MONTE	18.00	No
SE-0153270	KOON PHONG FOOD INC	2638		LEE	AVE	SOUTH EL MONTE	15.00	No
SE-0187403	CPG FOOD, LLC	2425		ROSEMEAD	BLVD	SOUTH EL MONTE	49.00	No
SE-0223879	GREATER EL MONTE COMM.HOSPITAL	1701		SANTA ANITA	AVE	SOUTH EL MONTE	60.00	No
SE-0330231	SUPERIOR WAREHOUSE-RO	1858		DURFEE	AVE	SOUTH EL MONTE	70.00	No
SE-0357525	EL MONTE SUPERSTORE	2650		ROSEMEAD	BLVD	SOUTH EL MONTE	80.00	No
SE-0390386	GRAND GARDEN GP, LLC	2412		LEE	AVE	SOUTH EL MONTE	15.00	No
SE-0399765	LEGION FOOD TRUCKS	2112		SANTA ANITA	AVE	SOUTH EL MONTE	32.00	No
SE-0405286	FEC GINSENG AND MARINE PRODCTS	1735		FLORADALE	AVE	SOUTH EL MONTE	41.50	No
SE-0452550	TASTY FACTORY CORP	2537		LEE	AVE	SOUTH EL MONTE	15.00	No
SE-0001088	ROSEMEAD PROCESSING MEATS, INC	2508		LEE	AVE	SOUTH EL MONTE	15.00	No
Row Labels	Count of Account							
No	16							
Grand Total	16							

*Organic Waste Services are based on the customer mix between Tiers 1, 2 and 3. In the event of a material change to the customer mix, the Contractor and City will meet and confer in good faith to discuss changes to the Agreement, including Exhibit D, as needed.

AB1826: Tier 3 Commercial Customers South El Monte

Account	Acct Name	Addr#	Dir	Street	Suffix	City	Total Yards*	Organics Complaint
SE-000030	CORP AMERICA PRIVATE SECURITY	968	N	DURFEE	AVE	SOUTH EL MONTE	4.50	No
SE-000087	THE GOLDWYN	1181	N	DURFEE	RD	SOUTH EL MONTE	48.00	No
SE-000088	SPIKE LIGHTNING	2444		STROZIER	AVE	SOUTH EL MONTE	12.00	No
SE-000093	BESTILE CABINET & STONE DEPOT	2521		ROSEMEAD	BLVD	SOUTH EL MONTE	4.00	No
SE-000098	UNIVERSAL ELITE TRADING LLC	9831		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-000113	SIERRA INN	1171		DURFEE	AVE	SOUTH EL MONTE	12.00	No
SE-000120	EXQUISTITE CABINETS	9521		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-000139	99 CENTS ONLY STORES	2035		DURFEE	AVE	SOUTH EL MONTE	9.00	No
SE-000147	EWING IRRIGATION INC	9850		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-000173	GCANYON INC	10355		RUSH	ST	SOUTH EL MONTE	15.00	No
SE-000217	DLH FLUID POWER INC	12261-67		BARRINGER	ST	SOUTH EL MONTE	6.00	No
SE-000285	EPIPANY CHURCH	10911		MICHAEL HUNT	DR	SOUTH EL MONTE	40.00	No
SE-000286	LAS MARIA'S PALLETS	2104		LEE	AVE	SOUTH EL MONTE	6.00	No
SE-000290	UTILIQUEST	1851		FLORADALE	AVE	SOUTH EL MONTE	6.00	No
SE-000348	STUDIO 9D8 INC	1518		ADELIA	AVE	SOUTH EL MONTE	6.00	No
SE-000367	FIRST PACIFIC ENTERPRISES	1611		DURFEE	AVE	SOUTH EL MONTE	12.00	No
SE-000371	THIENES DESIGN & PRINTING INC	1810		FLORADALE	AVE	SOUTH EL MONTE	9.00	No
SE-000382	GAMA CONTRACTING SERVICES, INC	1835		FLORADALE	AVE	SOUTH EL MONTE	40.00	No
SE-000387	H & S 42	1105		SANTA ANITA	AVE	SOUTH EL MONTE	12.00	No
SE-000419	AAA CABINETRY INC	2453		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-000471	AT CONSTRUCTUIN SERVICES INC	9726		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-000481	KO TAI MANAGEMENT	10716		KLINGERMAN	ST	SOUTH EL MONTE	6.00	No
SE-000486	ALVIN'S FARMS # 1 CORP	9608		KLINGERMAN	ST	SOUTH EL MONTE	6.00	No
SE-000491	SEOR ALBERTO	2740		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-000545	PACIFIC PRIDE CORPORATION	1805		POTRERO	AVE	SOUTH EL MONTE	9.00	No
SE-000606	SANTAKIT INC	10628		WEAVER	AVE	SOUTH EL MONTE	6.00	No
SE-000607	J J GARMET IN C	10130		RUSH	ST	SOUTH EL MONTE	4.00	No
SE-000838	J & S SPECIALTIES INC	2044		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-000878	DELIVERIES LOPEZ LLC	2226		LOMA	AVE	SOUTH EL MONTE	6.00	No
SE-000891	TOTAL DESIGN FURNITURE	2103		CHICO	AVE	SOUTH EL MONTE	12.00	No
SE-000909	TASTY CHOICE #2	1724		DURFEE	AVE	SOUTH EL MONTE	4.00	No
SE-000927	BIFI FURNITURE	2508		STROZIER	AVE	SOUTH EL MONTE	6.00	No
SE-000928	FRESENIUS	11204		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-000938	FEI FEI HYDROPONICS INC	9420		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-000974	SEW SIMPLE, INC.	1751		FLORADALE	AVE	SOUTH EL MONTE	6.00	No
SE-000983	J & L CUSTOM PLASTIC EXTRUSIONS, INC.	1532		SANTA ANITA	AVE	SOUTH EL MONTE	6.00	No
SE-001046	PAREX LOGISTICS LA CORP	10922		KLINGERMAN	ST	SOUTH EL MONTE	6.00	No
SE-001088	ROSEMEAD PROCESSING MEATS, INC	2508		LEE	AVE	SOUTH EL MONTE	15.00	No
SE-001113	HAOET CORP	10911		THIENES	AVE	SOUTH EL MONTE	4.00	No
SE-001127	THESY LLC	2537		LOMA	AVE	SOUTH EL MONTE	15.00	No
SE-001132	NATIONAL AUTO GLASS	2227		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-001198	AB CABINET INC	9852		MAX SHAPIRO	WAY	SOUTH EL MONTE	6.00	No
SE-001205	JCR1 INC	1428		SANTA ANITA	AVE	SOUTH EL MONTE	12.00	No
SE-001225	WEI WEI TRADING LLC	2532		CHICO	AVE	SOUTH EL MONTE	10.00	No
SE-001243	BABY BROS PIZZA & WINGS	9847		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-001261	GOGO CABINETS, INC	1726		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-001270	FLEXFIRM HOLDING, LLC	2300		CHICO	AVE	SOUTH EL MONTE	18.00	No
SE-001319	HEM MOOREFIELD SEM LLC	1933-57		DURFEE	AVE	SOUTH EL MONTE	30.00	No
SE-001339	ANITA YU	9711		GARVEY	AVE	SOUTH EL MONTE	9.00	No
SE-001358	CP CUSTOM WOODMARKS INC	9619		KLINGERMAN	ST	SOUTH EL MONTE	6.00	No
SE-001369	CALIBER COLLISION	1841		TYLER	AVE	SOUTH EL MONTE	15.00	No
SE-001372	264 PRODUCE, INC	2147-B		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-001376	CHANCELLORSVILLE, LLC	2407		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-001382	ELITE COLLISION CENTER	11134		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-001383	PXG INC	10915		THIENES	AVE	SOUTH EL MONTE	6.00	No
SE-001421	URS OPERATIONS, LLC	1815		POTRERO	AVE	SOUTH EL MONTE	6.00	No
SE-001433	SOUTH CITY GAS INC	2004		ROSEMEAD	BLVD	SOUTH EL MONTE	15.00	No
SE-001438	EL MONTE NOODLE INC	9463		GARVEY	AVE	SOUTH EL MONTE	6.00	No
SE-001443	ALLIANCE WOOD INCORPORATED	2218		EDWARDS	AVE	SOUTH EL MONTE	6.00	No

Account	Acct Name	Addr#	Dir	Street	Suffix	City	Total Yards*	Organics Complaint
SE-0114708	PAMA MANAGEMENT 0139	2509		CONTINENTAL	AVE	SOUTH EL MONTE	18.00	No
SE-0114733	VIRGINIA O'DELL	9731		GARVEY	AVE	SOUTH EL MONTE	6.00	No
SE-0114750	JIM & NANCY BAILEY	2504		GRANADA	AVE	SOUTH EL MONTE	9.00	No
SE-0114751	GUILLERMINA WILLIAMS	2649		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0114757	FRED ROYBAL	10908		KLINGERMANN	ST	SOUTH EL MONTE	6.00	No
SE-0114783	VILLA TEPEYAC	10005		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0114816	CHIVOKO SUNABE	10815		WEAVER	AVE	SOUTH EL MONTE	18.00	No
SE-0114818	LEADER INDUSTRIES	10941		WEAVER	AVE	SOUTH EL MONTE	35.00	No
SE-0114829	FREDDIE MAC'S INC	2740		BRUIN	AVE	SOUTH EL MONTE	13.00	No
SE-0114832	INSUL-ACOUSTICS	1432		CHICO	AVE	SOUTH EL MONTE	9.00	No
SE-0114835	CHICO PARK	1600		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0114838	TED LEVINE DRUM COMPANY	1817		CHICO	AVE	SOUTH EL MONTE	40.00	No
SE-0114854	WALTON MOTORS & CONTROLS INC	1843		FLORADALE	AVE	SOUTH EL MONTE	6.00	No
SE-0114864	CARDINAL INDUSTRIAL FINISHES	1329		POTRERO	AVE	SOUTH EL MONTE	27.00	No
SE-0114869	NISSAN & COMPANY	9508		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0114883	GILMAN ASSOCIATES	11000		RUSH	ST	SOUTH EL MONTE	40.00	No
SE-0114884	UNCLE LEE'S TEA	11020		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0114889	THOMPSON INDUSTRIAL SUPPLY	1310		SANTA ANITA	AVE	SOUTH EL MONTE	6.00	No
SE-0114894	CIELITO LINDO RESTAURANT	1612	N	SANTA ANITA	AVE	SOUTH EL MONTE	12.00	No
SE-0114895	INT'L MEDICATION PO#2432	1886		SANTA ANITA	AVE	SOUTH EL MONTE	40.00	No
SE-0114901	HANSON DISTRIBUTING	1903		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-0114903	VACCO INDUSTRIES	10350		VACCO	ST	SOUTH EL MONTE	75.00	No
SE-0114998	L G M	2211-15		CHICO	AVE	SOUTH EL MONTE	12.00	No
SE-0115005	LIBERTY CLIMATE CONTROL	2447		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0115035	SUNSET LADDER COMPANY	2526		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-0115048	MEISTER, DANNY*****	2660		TROY	AVE	SOUTH EL MONTE	6.00	No
SE-0115168	CHICO PARK	1612		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0115175	REMINGTON ROLL	2445.5		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0115177	PAMA MANAGEMENT 0043	9839		KALE	ST	SOUTH EL MONTE	9.00	No
SE-0116471	CRANE VEYOR	1524		POTRERO	AVE	SOUTH EL MONTE	24.00	No
SE-0116493	L.A.P. TRUST	2645		LEE	AVE	SOUTH EL MONTE	12.00	No
SE-0116508	LINCOLN TRAINING CENTER	2643		LOMA	AVE	SOUTH EL MONTE	15.00	No
SE-0116524	CHIU CHEN DEVELOPMENT	10741		WEAVER	AVE	SOUTH EL MONTE	6.00	No
SE-0116528	CHIU CHEN DEVELOPMENT	2220		CONTINENTAL	AVE	SOUTH EL MONTE	4.00	No
SE-0116531	HSU, LARRY	1634		TYLER	AVE	SOUTH EL MONTE	12.00	No
SE-0116568	INDUSTRIAL PROPERTY PARTNERS	1431		POTRERO	AVE	SOUTH EL MONTE	6.00	No
SE-0116607	WOO KEE, INC	2225		EDWARDS	AVE	SOUTH EL MONTE	15.00	No
SE-0116634	K H CARPETS	9859		MAX SHAPIRO	WAY	SOUTH EL MONTE	6.00	No
SE-0116668	CHEF'S HAT	2553		ROSEMEAD	BLVD	SOUTH EL MONTE	9.00	No
SE-0116691	OWEN BROTHER ENTERPRISE	1230		SANTA ANITA	AVE	SOUTH EL MONTE	24.00	No
SE-0116696	** RAMADA SUITES HOTEL	1089		SANTA ANITA	AVE	SOUTH EL MONTE	27.00	No
SE-0116716	C P R INDUSTRIES	1501		PECK	RD	SOUTH EL MONTE	12.00	No
SE-0116717	EEMUS MANUFACTURING	11111		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0116720	KEE WAH BAKERY	2118		LOMA	AVE	SOUTH EL MONTE	24.00	No
SE-0116722	STANLEY PEST CONTROL	2555		LOMA	AVE	SOUTH EL MONTE	6.00	No
SE-0116740	LAS CASITAS CONDO OWNERS	2333-57		CENTRAL	AVE	SOUTH EL MONTE	9.00	No
SE-0116751	TOM'S DRIVE INN 8	1947		SANTA ANITA	AVE	SOUTH EL MONTE	9.00	No
SE-0116763	GREBLO, ANTONIO	2424		CONTINENTAL	AVE	SOUTH EL MONTE	6.00	No
SE-0116772	BANGAR, NICK	2448		LOMA	AVE	SOUTH EL MONTE	6.00	No
SE-0116778	VILLALOBOS, IRENE	10917		WEAVER	AVE	SOUTH EL MONTE	6.00	No
SE-0116834	LINDSEY-HALL	940		LURFEE	AVE	SOUTH EL MONTE	6.00	No
SE-0116845	7-ELEVEN MARKET	1533		PECK	RD	SOUTH EL MONTE	12.00	No
SE-0116878	ALUM-A-COAT	2439		SEAMAN	AVE	SOUTH EL MONTE	36.00	No
SE-0116921	TONNY SOESANTO	2515		CENTRAL	AVE	SOUTH EL MONTE	12.00	No
SE-0117190	RUSH INDUSTRIAL PARK	11135		RUSH	ST	SOUTH EL MONTE	21.00	No
SE-0117200	RITA QUAN	2700		HUMBERT	AVE	SOUTH EL MONTE	9.00	No
SE-0117203	JEAN WONG	2703		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0117544	AITAL CUSTOM GLASS INC	2617		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-0117589	RUSH WELL PARTNERSHIP	11104		RUSH	ST	SOUTH EL MONTE	12.00	No
SE-0117823	R & B SANCHEZ/MCDONALD'S	1185		DURFEE	AVE	SOUTH EL MONTE	18.00	No
SE-0117901	JESUS ALVAREZ	10026		KLINGERMANN	ST	SOUTH EL MONTE	4.00	No
SE-0117923	GARVEY ROSE CENTER	9324		GARVEY	AVE	SOUTH EL MONTE	18.00	No
SE-0117995	DITTY CONTAINER	2226		ROSEMEAD	BLVD	SOUTH EL MONTE	9.00	No
SE-0118017	RUSH ST COMMERCE CENTER	9528		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0118018	INTERNATIONAL PLAZA	9646		GARVEY	AVE	SOUTH EL MONTE	12.00	No
SE-0118063	ROSSI RENTALS	2311		LEE	AVE	SOUTH EL MONTE	6.00	No

Account	Acct Name	Addr#	Dir	Street	Suffix	City	Total Yards*	Organics Complaint
SE-0118064	ALLEN ROSSI	2317		LEE	AVE	SOUTH EL MONTE	9.00	No
SE-0118067	MEIKO L T D CO	2526		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0118114	G & R FURNITURE MFG INC	9721		ALPACA	ST	SOUTH EL MONTE	6.00	No
SE-0118126	KENTUCKY FRIED CHICKEN	1927		DURFEE	AVE	SOUTH EL MONTE	6.00	No
SE-0118127	LAWRENCE EQUIPMENT	2061		DURFEE	AVE	SOUTH EL MONTE	6.00	No
SE-0118131	NEWHOUSE R V UPHOLSTRY	2309		EDWARDS	AVE	SOUTH EL MONTE	9.00	No
SE-0118139	LAWRENCE EQUIPMENT	2034		PECK	RD	SOUTH EL MONTE	6.00	No
SE-0118147	ROBERT HU	1214		SANTA ANITA	AVE	SOUTH EL MONTE	6.00	No
SE-0118158	M & T COMPANY	2515		TROY	AVE	SOUTH EL MONTE	12.00	No
SE-0118159	M & T COMPANY	2516		TROY	AVE	SOUTH EL MONTE	12.00	No
SE-0118273	DONUT KING	2025		DURFEE	AVE	SOUTH EL MONTE	9.00	No
SE-0118623	DAVIS, HOWARD	2707-17		LASHBROOK	AVE	SOUTH EL MONTE	4.00	No
SE-0118662	PAMA MANAGEMENT 0086	2510-28		PAULSON	AVE	SOUTH EL MONTE	18.00	No
SE-0118840	JUSTIN INC	2663		LEE	AVE	SOUTH EL MONTE	9.00	No
SE-0119771	L & N FIXTURES	2214		TYLER	AVE	SOUTH EL MONTE	18.00	No
SE-0119811	EL CAMINO PROPERTY MANAGEMENT	2523		CENTRAL	AVE	SOUTH EL MONTE	6.00	No
SE-0119814	KENNY SANDBLASTING, INC	9625		RUSH	ST	SOUTH EL MONTE	4.50	No
SE-0119824	PROTO SPACE ENGINEERING	2208-18		LOMA	AVE	SOUTH EL MONTE	6.00	No
SE-0119827	HOEFNER CORPORATION	9720		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0119835	AMADOR GONZALES	2312		CONTINENTAL	AVE	SOUTH EL MONTE	6.00	No
SE-0119837	GARVEY CENTER	9611		GARVEY	AVE	SOUTH EL MONTE	18.00	No
SE-0119841	LA CASITAS MEXICAN	2541		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-0119844	TYLER & RUSH	10904		RUSH	ST	SOUTH EL MONTE	24.00	No
SE-0119853	KAY INVESTMENTS	11015		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0119854	KAY INVESTMENTS	9702		EL POCHE	ST	SOUTH EL MONTE	12.00	No
SE-0119855	KAY INVESTMENT K&K PROPERTIES	2301-27		CHICO	AVE	SOUTH EL MONTE	108.00	No
SE-0119864	EPIPHANY CHURCH	10911		MICHAEL HUNT	DR	SOUTH EL MONTE	12.00	No
SE-0119889	B I G ENTERPRISES INC	9702		RUSH	ST	SOUTH EL MONTE	30.00	No
SE-0119905	CALIFORNIA SNACK FOODS	2131		TYLER	AVE	SOUTH EL MONTE	27.00	No
SE-0119910	JOSEPH TONG	2301-07		CONTINENTAL	AVE	SOUTH EL MONTE	9.00	No
SE-0119942	VITA KING	2214		SASTRE	AVE	SOUTH EL MONTE	18.00	No
SE-0119947	MANAGEMENT ENTERPRISES	10723		WEAVER	AVE	SOUTH EL MONTE	6.00	No
SE-0119948	VELASQUEZ, PAUL	10710		KLINGERMANN	ST	SOUTH EL MONTE	6.00	No
SE-0119957	** JOHNSON, EARL	10720		KLINGERMANN	ST	SOUTH EL MONTE	9.00	No
SE-0119959	PAMA MANAGEMENT 0045	10814		KLINGERMANN	ST	SOUTH EL MONTE	12.00	No
SE-0119960	IRENE LITWINSKI	10808		KLINGERMANN	ST	SOUTH EL MONTE	6.00	No
SE-0119961	GREATER SGV PROPERTY MNGT	10728		KLINGERMANN	ST	SOUTH EL MONTE	9.00	No
SE-0119963	PROACTIVE PROPERTY MANAGEMENT	2621		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0119964	CINQUEGRANI, JOHN	2717		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0119965	CINQUEGRANI, JOHN	2711		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0119972	ADVANTAGE METAL SERVICE	9835		KALE	ST	SOUTH EL MONTE	9.00	No
SE-0119989	WHITTIER NARROWS BUSINESS PARK	1170-90		DURFEE	AVE	SOUTH EL MONTE	27.00	No
SE-0119992	ALLEN XIE	1500		CHICO	AVE	SOUTH EL MONTE	24.00	No
SE-0119993	AMRO FABRICATING INC	1456		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0120009	AUTO ZONE #AUTO05486	1945		DURFEE	AVE	SOUTH EL MONTE	6.00	No
SE-0120014	JAMES TSI	9547		GARVEY	AVE	SOUTH EL MONTE	6.00	No
SE-0120036	MC DONALD, DENNIS	10733		WEAVER	AVE	SOUTH EL MONTE	12.00	No
SE-0120061	OPTIONS HEADSTART	1330		POTRERO	AVE	SOUTH EL MONTE	6.00	No
SE-0120071	LDS HOLDING,LLC	2435		CENTRAL	AVE	SOUTH EL MONTE	9.00	No
SE-0120094	HAGERTY, W K	2555		SEAMAN	AVE	SOUTH EL MONTE	6.00	No
SE-0120128	WIN HO TRADING CO	1475		POTRERO	AVE	SOUTH EL MONTE	6.00	No
SE-0120171	W & G TOM INVESTMENTS**	9251		GARVEY	AVE	SOUTH EL MONTE	6.00	No
SE-0120218	SINCERE FOODS COMPANY	2223		SEAMAN	AVE	SOUTH EL MONTE	15.00	No
SE-0120237	168 ACE HARDWARE	2310		ROSEMEAD	BLVD	SOUTH EL MONTE	6.00	No
SE-0120244	AMERICAN WRECKING*****	2459-503		LEE	AVE	SOUTH EL MONTE	6.00	No
SE-0120272	PALM TREE GARMENT, INC	2413		LEE	AVE	SOUTH EL MONTE	6.00	No
SE-0120291	A B C RESTAURANT EQUIPMENT CO	2025		LEE	AVE	SOUTH EL MONTE	6.00	No
SE-0120333	RESERVE VIEW PARTNER	9838		JOE VARGAS	WAY	SOUTH EL MONTE	6.00	No
SE-0120482	FLEXO TECHNOLOGIES	9900		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0120590	AMRO FABRICATING INC.	1430		ADELIA	AVE	SOUTH EL MONTE	6.00	No
SE-0120647	KESSLER INDUSTRIAL PK #2	10621		RUSH	ST	SOUTH EL MONTE	10.00	No
SE-0120763	PRODUCELAND & TRADING	10922		KLINGERMANN	ST	SOUTH EL MONTE	6.00	No
SE-0120772	KUSTOM LIGHT PRODUCTS	2107		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0120774	MCDONALD'S RESTAURANT	9437		GARVEY	AVE	SOUTH EL MONTE	18.00	No
SE-0120806	BALI CONSTRUCTION	9852		JOE VARGAS	WAY	SOUTH EL MONTE	9.00	No
SE-0120933	COAST MACHINERY MOVERS	2431		CHICO	AVE	SOUTH EL MONTE	40.00	No

Account	Acct Name	Addr#	Dir	Street	Suffix	City	Total Yards*	Organics Complaint
SE-0121077	CHRISTINA MARTINEZ EL MONTE MEAT INC.	11233		RUSH	ST	SOUTH EL MONTE	12.00	No
SE-0121081	SWAP A LOT	2559		CHICO	AVE	SOUTH EL MONTE	27.00	No
SE-0121296	C W COLE INC	2560		ROSEMEAD	BLVD	SOUTH EL MONTE	12.00	No
SE-0121394	PACIFIC BEST INC	10725		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0121471	CHEN, AMY QUING	2102-10		SASTRE	AVE	SOUTH EL MONTE	6.00	No
SE-0122753	CITY OF SO EL MONTE-YARD	1900		CENTRAL	AVE	SOUTH EL MONTE	20.00	No
SE-0122756	CITY OF SO EL MONTE-MINI CNTR	1824		CENTRAL	AVE	SOUTH EL MONTE	12.00	No
SE-0122757	CITY OF SO EL MONTE-SENIOR CNT	1556		CENTRAL	AVE	SOUTH EL MONTE	18.00	No
SE-0122758	CITY OF SO EL MONTE-COMMUNITY	1530		CENTRAL	AVE	SOUTH EL MONTE	30.00	No
SE-0122759	CITY OF SO EL MONTE-CITY HALL	1415		SANTA ANITA	AVE	SOUTH EL MONTE	12.00	No
SE-0123738	RUSH STREET PARTNERSHIP	11221		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0125653	FOSTER FARMS	11250		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0132044	AMC COLORGRAFIX	2085		PECK	RD	SOUTH EL MONTE	15.00	No
SE-0137982	INTERNATIONAL PET & SUPPLY INC	2550		ROSEMEAD	BLVD	SOUTH EL MONTE	9.00	No
SE-0138780	ANO-LUME CO	1873		MERCED	AVE	SOUTH EL MONTE	6.00	No
SE-0139060	PECA CORPORATION	9707		EL POCHE	ST	SOUTH EL MONTE	9.00	No
SE-0142021	TJ PROMOTIONS	1913		FRANK STILES	ST	SOUTH EL MONTE	6.00	No
SE-0143725	ROSSI RENTALS	2205		LEE	AVE	SOUTH EL MONTE	6.00	No
SE-0145210	GRAPHIC TECH	1743		FLORADALE	AVE	SOUTH EL MONTE	6.00	No
SE-0145290	CHAUR FONG INC	2111		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0146177	SAURENMAN, DON	2523		ADELIA	AVE	SOUTH EL MONTE	9.00	No
SE-0146940	ANN LAI	2539		TROY	AVE	SOUTH EL MONTE	4.00	No
SE-0147156	CARL'S JR #7352 ****	1625		SANTA ANITA	AVE	SOUTH EL MONTE	9.00	No
SE-0148495	GOLDEN STAR PACIFIC LLC	1939		FRANK STILES	ST	SOUTH EL MONTE	36.00	No
SE-0148618	COMMERCE ATLANTIC CORP	2239		TYLER	AVE	SOUTH EL MONTE	9.00	No
SE-0152444	UNICARE ADULT DAY HEALTH CARE	9736		GARVEY	AVE	SOUTH EL MONTE	9.00	No
SE-0152834	THIENES APPAREL INC	1811		FLORADALE	AVE	SOUTH EL MONTE	9.00	No
SE-0153270	KOON PHONG FOOD INC	2638		LEE	AVE	SOUTH EL MONTE	15.00	No
SE-0153603	YUEH CHIH LAI	10837		KLINGERMAN	ST	SOUTH EL MONTE	9.00	No
SE-0156597	LA PLACITA BOTANAS MEXICAN INC	10846		CENTRAL	AVE	SOUTH EL MONTE	9.00	No
SE-0156692	TAPIOCA EXPRESS	1908		CENTRAL	AVE	SOUTH EL MONTE	6.00	No
SE-0168994	PAMA MANAGEMENT 9005	10743		WEAVER	AVE	SOUTH EL MONTE	18.00	No
SE-0169431	E M B LLC	9638		RUSH	ST	SOUTH EL MONTE	9.00	No
SE-0169629	TRI-STAR BUSINESS PARK	1900		TYLER	AVE	SOUTH EL MONTE	90.00	No
SE-0169699	TRI-STAR BUSINESS PARK	1938		TYLER	AVE	SOUTH EL MONTE	9.00	No
SE-0170404	STORAGE OUTLET	1108		PECK	RD	SOUTH EL MONTE	6.00	No
SE-0170815	OUT OF THE SHELL LLC	9658		REMER	ST	SOUTH EL MONTE	30.00	No
SE-0170844	NORMA SANTI	9205		MABEL	AVE	SOUTH EL MONTE	9.00	No
SE-0172803	SOUTHERN CALIFORNIA FOOD INC	9715		ALPACA	ST	SOUTH EL MONTE	9.00	No
SE-0187403	CPG FOOD, LLC	2425		ROSEMEAD	BLVD	SOUTH EL MONTE	9.00	No
SE-0190581	YUAN TEN NOODLE CO	2446		SEAMAN	AVE	SOUTH EL MONTE	6.00	No
SE-0198863	CREATIVE MOTION	10706		WEAVER	AVE	SOUTH EL MONTE	6.00	No
SE-0199604	SOUTHWEST WEAR PARTS CO, INC	10823		RUSH	ST	SOUTH EL MONTE	12.00	No
SE-0200771	S & M OIL CORP	1130		PECK	RD	SOUTH EL MONTE	18.00	No
SE-0201430	ABACUS POWDER COATING	1829		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-0204272	GOLDEN WEST BULLETS	2458		ROSEMEAD	BLVD	SOUTH EL MONTE	31.50	No
SE-0204810	SUPER AIR INC	2436		CHICO	AVE	SOUTH EL MONTE	6.00	No
SE-0213224	HU, MING HO	10805		WEAVER	AVE	SOUTH EL MONTE	12.00	No
SE-0218570	GIOIA CHEESE CO INC.	1605		POTRERO	AVE	SOUTH EL MONTE	9.00	No
SE-0219105	A N CO	1431		ADELIA	AVE	SOUTH EL MONTE	6.00	No
SE-0223879	GREATER EL MONTE COMM.HOSPITAL	1701		SANTA ANITA	AVE	SOUTH EL MONTE	30.00	No
SE-0232925	KESSLER INTERNATIONAL PK #3	10641		RUSH	ST	SOUTH EL MONTE	6.00	No
SE-0233019	W B P ASSOC INC	2017		SEAMAN	AVE	SOUTH EL MONTE	9.00	No
SE-0239401	LA MANO TORTILLERIA	9527		GARVEY	AVE	SOUTH EL MONTE	9.00	No
SE-0244580	US SPICES CORP	1718		FLORADALE	AVE	SOUTH EL MONTE	9.00	No
SE-0244972	TILE MARBLE & TERRAZZO EMPL	9730		GARVEY	AVE	SOUTH EL MONTE	23.00	No
SE-0246040	LLC GREEN COAST WINDOW AND DOOR	9761		KLINGERMAN	ST	SOUTH EL MONTE	6.00	No
SE-0246549	PETE NIJJAR	2729		HUMBERT	AVE	SOUTH EL MONTE	9.00	No
SE-0251916	MICHAEL RAMBEAU	1718		POTRERO	AVE	SOUTH EL MONTE	9.00	No
SE-0253545	TACO NAZO	9516		GARVEY	AVE	SOUTH EL MONTE	12.00	No
SE-0254923	SPIRITT FAMILY SERVICES	2000		TYLER	AVE	SOUTH EL MONTE	6.00	No
SE-0260574	JML PRODUCE INC	2625		TROY	AVE	SOUTH EL MONTE	6.00	No
SE-0295146	LANDMARK FANTASY FLOORING INC	2455		EDWARDS	AVE	SOUTH EL MONTE	30.00	No
SE-0330229	SUPERIOR WAREHOUSE-BIN	1858		DURFEE	AVE	SOUTH EL MONTE	18.00	No
SE-0330231	SUPERIOR WAREHOUSE-RO	1858		DURFEE	AVE	SOUTH EL MONTE	30.00	No
SE-0346613	BT. BROS INC	2521		LOMA	AVE	SOUTH EL MONTE	6.00	No



AB1826: Tier 3 Multi-Family Customers South El Monte

Account	Acct Name	Addr#	Dir	Street	Suffix	City	Total Yards*	Green Waste Complaint
SE-0000246	WANG FAMILY LLC	2234		CONTINENTAL	AVE	SOUTH EL MONTE	6.00	No
SE-0001170	PRISCILLA KWONG	2710		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0001260	ZHIMIN LI	9302-08		RUSH	ST	SOUTH EL MONTE	12.00	No
SE-0114721	EDWARDS APARTMENTS	2500		EDWARDS	AVE	SOUTH EL MONTE	30.00	No
SE-0119601	MOLLER PROPERTIES	1916		STROZIER	AVE	SOUTH EL MONTE	4.00	No
SE-0119878	EL MONTE MOBILE AIR	1517		MERCED	AVE	SOUTH EL MONTE	45.00	No
SE-0119998	PAMA MANAGEMENT 0053	2449		LOMA	AVE	SOUTH EL MONTE	24.00	No
SE-0126709	CENTRAL APARTMENTS	2545		CENTRAL	AVE	SOUTH EL MONTE	12.00	No
SE-0212038	JENNY WONG	2728		HUMBERT	AVE	SOUTH EL MONTE	6.00	No
SE-0217315	ROGER NGAI	10909		KLINGERMAN	ST	SOUTH EL MONTE	6.00	No
SE-0260317	LUIS HERNANDEZ	2315		CONTINENTAL	AVE	SOUTH EL MONTE	6.00	No
SE-0273981	GARY LEE	2528		EDWARDS	AVE	SOUTH EL MONTE	9.00	No
Row Labels	Count of Account							
No	12							
Grand Total	12							

*Organic Waste Services are based on the customer mix between Tiers 1, 2 and 3. In the event of a material change to the customer mix, the Contractor and City will meet and confer in good faith to discuss changes to the Agreement, including Exhibit D, as needed.

RESOLUTION NO. 13-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE, APPROVING THE THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES WITH ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES, AND DIRECTING THE MAYOR TO EXECUTE THE THIRD AMENDMENT

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City and Arakelian Enterprises, Inc., dba Athens Services (Athens) entered into the Amended and Restated Agreement for the Collection of Solid Waste, Recyclables, Yard Waste and Other Compostables dated September 13, 2000, which agreement was amended in 2006, and again in 2008 (as amended, the "Agreement").

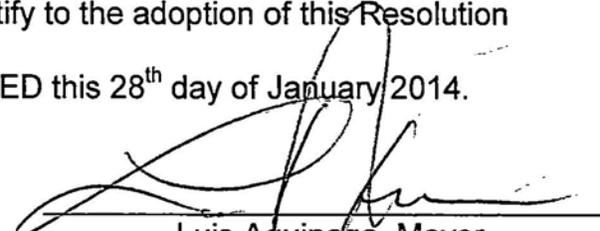
SECTION 2. In response to the closure of the Puente Hills Landfill, and also as a result of Athens entering into an agreement with San Bernardino County whereby Athens would operate the San Bernardino County Waste Disposal System, Athens proposed three alternatives for an amendment to the Agreement. At a public meeting on October 22, 2013, the City Council heard a presentation from representatives of Athens, considered the matter, and directed staff and the City Attorney's Office to negotiate the terms of a Third Amendment to the Agreement consistent with the alternative described in the letter from Athens dated September 30, 2013 as the "Athens Solution".

SECTION 3. The City Council considered the proposed Third Amendment at a regularly noticed public meeting on January 28, 2014. Based on the evidence presented at that meeting, the City Council finds that the proposed Third Amendment is in the best interests of the City.

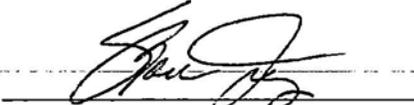
SECTION 4. The City Council hereby approves the proposed Third Amendment. The Mayor is directed to execute the Third Amendment, substantially in the form attached to the agenda report for this item. The Mayor and City Manager are hereby directed to take all actions necessary to effectuate this resolution.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution

PASSED, APPROVED, AND ADOPTED this 28th day of January 2014.


Luis Aguinaga, Mayor

ATTEST:


Rose Juarez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 13-73, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of January, 2014, and that said Resolution was adopted by the following vote:

AYES: Delgado, Garcia, Gonzales, Ili, (Mayor) Aguinaga
NOES: None
ABSENT: None
ABSTAIN: None



Rose Juarez, City Clerk

“2.16 Materials Recovery Facility (“MRF”). “Materials Recovery Facility” shall mean one of the facilities operated by Contractor which process Solid Waste to separate and market Recyclable Solid Waste. All waste collected by Contractor pursuant to this Agreement shall be processed through a MRF or otherwise diverted in order to maximize the diversion of Solid Waste from disposal at a landfill.”

3. Section 3.9 of the Agreement is hereby amended in its entirety to read as follows:

“3.9 Solid Waste Disposal. Contractor shall dispose of all collected Solid Waste at Contractor’s expense and in accordance with all state, federal and local laws and regulations. The cost of disposal will be included in the rates charged by Contractor hereunder. The ultimate disposal site for MRF residue and other Solid Waste will be determined by Contractor. Contractor will confirm that any ultimate disposal site used for City’s Solid Waste is properly permitted and in material compliance with applicable laws, including but not limited to 23 California Code of Regulations Section 2510 et seq. (“Subchapter 15”). Contractor shall ensure that any such landfill has been issued all permits from federal, state, regional, county and municipal agencies necessary for it to operate as a Class III Sanitary Landfill and, with respect to the SBWDS, is in material operational compliance with those permits at all times. Contractor shall provide copies of notices of violation or permit modifications that it receives to the City Manager within five (5) Business Days of receipt. In the event that Contractor becomes aware that any such disposal site is not properly permitted or in material compliance with applicable law, Contractor shall inform City Manager in writing and provide a description of the actions to be taken by Contractor to ensure that only such disposal sites that are properly permitted and in material compliance with applicable law are utilized for disposal.”

4. Section 5.1 of the Agreement is hereby amended in its entirety to read as follows:

“5.1 General Provisions.

5.1.1 The Contractor’s compensation for performance of all its obligations under this Agreement shall be the actual gross rate revenues remitted to Contractor by customers less the Franchise Fee due to the City in accordance with Section 3.2. Contractor’s compensation provided for in this Article shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, processing and disposal fees, taxes, insurance, bonds, overhead, operations, profit and all other things necessary to perform all the services in the manner required by this Agreement.

Under this Agreement, Contractor shall have the right and obligation to charge and collect from customers the rates set by Contractor, which rates shall not exceed the City approved maximum permissible rates, which are contained in Exhibit D and may be adjusted from time to time pursuant to the terms of this Agreement. The Contractor shall bill customers and collect payments in accordance with Sections 5.4, 5.5, and 5.6.”

5. Section 5.2 of the Agreement is hereby amended in its entirety to read as follows:

“5.2 Rates

5.2.1 Residential Rates. Contractor shall provide service to residential customers free of charge, except as provided in Sections 3.4.2, 3.4.4, 3.7.1 and 3.7.2.

5.2.2 Commercial/Industrial Rates. The maximum rates Contractor may charge effective January 1, 2014 (subject to the adjustments set forth in Section 5.3 of this Agreement) for the collection of solid waste from Commercial/Industrial Premises are as set forth in Exhibit D. These rates, as adjusted, will be effective so long as Contractor continues to operate the San Bernardino County Waste Disposal System (“SBWDS”) or is able to make a comparable arrangement with another landfill. If Contractor is no longer operating the SBWDS and is unable to make a comparable arrangement with another landfill, the rate adjustment provisions previously set forth in Sections 5.2 and 5.3 will be revived to those that existed immediately prior to the date of this Amendment and the then-existing rates will subsequently be adjusted based on those prior adjustment provisions.”

6. Sections 5.3.1, 5.3.2, and 5.3.3 of the Agreement are hereby amended in their entirety to read as follows:

“5.3 Rate Adjustment

5.3.1 Annual Rate Adjustment. Annually, commencing July 1, 2014 and each July 1 thereafter, the maximum rates Contractor is authorized to charge for the collection of solid waste from Commercial/Industrial Premises may be increased by the percentage increase in the Consumer Price Index (CPI) for the previous 12-month period (April through March) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area, not to exceed eight percent (8%). For the first adjustment (effective July 1, 2014), the maximum rates shall be increased by the CPI for the previous 3 month period (January 2014 through March 2014). No rate adjustment pursuant to this Section 5.3.1 shall become effective unless the process set forth in Section 5.3.2 is followed.

5.3.2 Rate Adjustment Process. On or before April 30, 2014, and each April 30th thereafter, the Contractor may submit an application for rate adjustment to the City Manager. The application shall be the format reasonably prescribed by the City Manager, and shall at a minimum include the CPI data and calculations upon which the proposed rate adjustment is based, as well as a revised chart in the form attached hereto as Exhibit D. The complete application shall be submitted on or before April 30 of each year for the period starting the following July 1. Provided that the documentation and calculations provided by Contractor are accurate, the City Manager shall approve the rate adjustment to the then existing maximum permissible commercial and industrial rates on or before June 1 of each year. Contractor shall notify its customers of such an increase during the next billing cycle after approval by the City, by utilizing notice in billings, the news media or

other appropriate means, as determined by Contractor in consultation with the City Manager

5.3.3 Tipping Fee Adjustment. In addition to the adjustment provided in Section 5.3.2, pursuant to Contractor's agreement for the operation of the SBWDS the County of San Bernardino has the right every three years to conduct a market rate analysis of the fees for import tonnage into similarly situated landfills. As a result, on July 1, 2016 and each third anniversary thereafter, San Bernardino has the right to increase the tipping fees for the SBWDS.

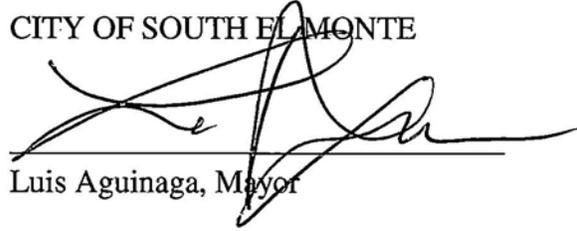
In the event that the County of San Bernardino exercises this right and the increase in the tipping fees exceeds the CPI adjustment authorized in Section 5.3.2, Contractor will provide notice of the related additional adjustment to commercial and industrial rates to the City Manager by May 15 of such year. The tipping fee component of the commercial and industrial rates may be increased pursuant to this Section 5.3.3 only by that portion of the tipping fee increase by San Bernardino that exceeds the increase in the tipping fees pursuant to the CPI adjustment authorized in Section 5.3.2. The notice will include a revised schedule of rates showing the effect of any such increase to the tipping fee component on the monthly rate per class of service, and the applicable percentage increase to the gross rate so that application of the franchise fee to the adjustment does not result in a loss to the Contractor, along with documentation evidencing the tipping fee increase by the County of San Bernardino. The City Manager shall review the proposed increase and may ask the Contractor to provide additional documentation and respond to related questions. Once the City Manager has verified the calculations and the amount and effectiveness of the increase by the County of San Bernardino, the City Manager shall forward the application to the City Council for approval. The City Council shall have no authority to deny the requested increase unless it questions the data and calculations submitted by Contractor, or the authority of the County of San Bernardino to impose the increase.

Once approved by the City Council, any increase shall be effective as of its effective date to Contractor. Contractor shall notify its customers of such an increase during the next billing cycle after approval by the City, by utilizing notice in billings, the news media or other appropriate means, as determined by Contractor in consultation with City Manager."

7. Exhibit A is hereby deleted in its entirety.
8. Exhibit D is hereby amended and replaced in its entirety with Exhibit D attached to this Amendment.
9. The City Clerk is hereby directed to attach this Amendment to the Agreement.
10. Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

CITY OF SOUTH EL MONTE



Luis Aguinaga, Mayor

ATTEST:

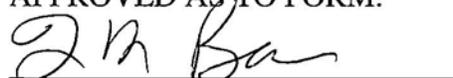


Rose Juarez, City Clerk

ARAKELIAN ENTERPRISES, INC., DBA
ATHENS SERVICES

By: 
Ron Arakelian III, Executive Officer

APPROVED AS TO FORM:



Quinn M. Barrow, City Attorney

SOUTH EL MONTE
Rate Adjustment
Commercial
Effective January 1, 2014

		Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 10.00%	New Tipping Fee	Current Service Fee	Service Fee Adj 10.00%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin: 6-Yard	1 day/week pickup	344.51	316.95	134.30	13.43	147.73	182.65	18.27	200.92	348.65	30.32	378.97
	2 day/week pickup	596.85	549.10	268.62	26.86	295.48	280.48	28.05	308.53	604.01	52.52	656.53
	3 day/week pickup	847.29	779.51	402.91	40.29	443.20	376.60	37.66	414.26	857.46	74.56	932.02
	4 day/week pickup	1,092.25	1,004.87	537.24	53.72	590.96	467.63	46.76	514.39	1,105.35	96.12	1,201.47
	5 day/week pickup	1,341.32	1,234.01	671.53	67.15	738.68	562.48	56.25	618.73	1,357.41	118.04	1,475.45
	6 day/week pickup	1,592.15	1,464.78	805.86	80.59	886.45	658.92	65.89	724.81	1,611.26	140.11	1,751.37
Bin: 5-Yard	1 day/week pickup	309.38	284.63	111.95	11.20	123.15	172.68	17.27	189.95	313.10	27.23	340.33
	2 day/week pickup	529.21	486.87	223.85	22.39	246.24	263.02	26.30	289.32	535.56	46.57	582.13
	3 day/week pickup	749.16	689.23	335.78	33.58	369.36	353.45	35.35	388.80	758.16	65.93	824.09
	4 day/week pickup	964.26	887.12	447.70	44.77	492.47	439.42	43.94	483.36	975.83	84.85	1,060.68
	5 day/week pickup	1,232.99	1,134.35	559.60	55.96	615.56	574.75	57.48	632.23	1,247.79	108.50	1,356.29
	6 day/week pickup	1,401.02	1,288.94	671.52	67.15	738.67	617.42	61.74	679.16	1,417.83	123.29	1,541.12
Bin: 3-Yard	1 day/week pickup	185.61	170.76	67.15	6.72	73.87	103.61	10.36	113.97	187.84	16.33	204.17
	2 day/week pickup	317.51	292.11	134.30	13.43	147.73	157.81	15.78	173.59	321.32	27.94	349.26
	3 day/week pickup	449.50	413.54	201.47	20.15	221.62	212.07	21.21	233.28	454.90	39.56	494.46
	4 day/week pickup	578.55	532.27	268.62	26.86	295.48	263.65	26.37	290.02	585.50	50.91	636.41
	5 day/week pickup	709.05	652.33	335.77	33.58	369.35	316.56	31.66	348.22	717.57	62.40	779.97
	6 day/week pickup	840.61	773.36	402.91	40.29	443.20	370.45	37.05	407.50	850.70	73.97	924.67
Bin: 2-Yard	1 day/week pickup	139.17	128.04	44.75	4.48	49.23	83.29	8.33	91.62	140.85	12.25	153.10
	2 day/week pickup	219.38	201.83	89.56	8.96	98.52	112.27	11.23	123.50	222.02	19.31	241.33
	3 day/week pickup	333.49	306.81	134.30	13.43	147.73	172.51	17.25	189.76	337.49	29.35	366.84
	4 day/week pickup	456.46	419.94	179.08	17.91	196.99	240.86	24.09	264.95	461.94	40.17	502.11
	5 day/week pickup	541.12	497.83	223.83	22.38	246.21	274.00	27.40	301.40	547.61	47.62	595.23
	6 day/week pickup	634.38	583.63	268.62	26.86	295.48	315.01	31.50	346.51	641.99	55.83	697.82
Bin: 1-1/2-Yard	1 day/week pickup	112.85	103.82	33.59	3.36	36.95	70.23	7.02	77.25	114.20	9.93	124.13
	2 day/week pickup	179.97	165.57	67.15	6.72	73.87	98.42	9.84	108.26	182.13	15.84	197.97
	3 day/week pickup	242.72	223.30	100.74	10.07	110.81	122.56	12.26	134.82	245.63	21.36	266.99
	4 day/week pickup	326.36	300.25	134.30	13.43	147.73	165.95	16.60	182.55	330.28	28.72	359.00
	5 day/week pickup	426.63	392.50	167.90	16.79	184.69	224.60	22.46	247.06	431.75	37.54	469.29
	6 day/week pickup	499.42	459.47	201.47	20.15	221.62	258.00	25.80	283.80	505.42	43.95	549.37
Rolloff Bins		757.90	697.27	374.60	37.46	412.06	322.67	32.27	354.94	767.00	66.70	833.70
Commercial Can		57.04	52.48	17.93	1.79	19.72	34.55	3.46	38.01	57.73	5.02	62.75
Pull out Service		14.51	13.35	0.00	0.00	0.00	13.35	1.34	14.69	14.69	1.28	15.97

SOUTH EL MONTE
Rate Adjustment
Mobile Homes & Apartments
Effective January 1, 2014

		Current Gross Rate	Current Net Rate	Current Tipping Fee	Tipping Fee Adj 10.00%	New Tipping Fee	Current Service Fee	Service Fee Adj 10.00%	New Service Fee	New Net Rate	8% Franchise Fee	New Gross Rate
Bin: 6-Yard	1 day/week pickup	331.42	304.91	134.30	13.43	147.73	170.61	17.06	187.67	335.40	29.17	364.57
	2 day/week pickup	574.97	528.97	268.62	26.86	295.48	260.35	26.04	286.39	581.87	50.60	632.47
	3 day/week pickup	816.75	751.41	402.91	40.29	443.20	348.50	34.85	383.35	826.55	71.87	898.42
	4 day/week pickup	1,053.25	968.99	537.24	53.72	590.96	431.75	43.18	474.93	1,065.89	92.69	1,158.58
	5 day/week pickup	1,293.66	1,190.17	671.53	67.15	738.68	518.64	51.86	570.50	1,309.18	113.84	1,423.02
	6 day/week pickup	1,535.76	1,412.90	805.86	80.59	886.45	607.04	60.70	667.74	1,554.19	135.15	1,689.34
Bin: 5-Yard	1 day/week pickup	297.47	273.67	111.95	11.20	123.15	161.72	16.17	177.89	301.04	26.18	327.22
	2 day/week pickup	509.51	468.75	223.85	22.39	246.24	244.90	24.49	269.39	515.63	44.84	560.47
	3 day/week pickup	721.68	663.95	335.78	33.58	369.36	328.17	32.82	360.99	730.35	63.51	793.86
	4 day/week pickup	929.24	854.90	447.70	44.77	492.47	407.20	40.72	447.92	940.39	81.77	1,022.16
	5 day/week pickup	1,187.92	1,092.89	559.60	55.96	615.56	533.29	53.33	586.62	1,202.18	104.54	1,306.72
	6 day/week pickup	1,350.57	1,242.52	671.52	67.15	738.67	571.00	57.10	628.10	1,366.77	118.85	1,485.62
Bin: 3-Yard	1 day/week pickup	178.46	164.18	67.15	6.72	73.87	97.03	9.70	106.73	180.60	15.70	196.30
	2 day/week pickup	305.70	281.24	134.30	13.43	147.73	146.94	14.69	161.63	309.36	26.90	336.26
	3 day/week pickup	433.01	398.37	201.47	20.15	221.62	196.90	19.69	216.59	438.21	38.11	476.32
	4 day/week pickup	557.54	512.94	268.62	26.86	295.48	244.32	24.43	268.75	564.23	49.06	613.29
	5 day/week pickup	683.43	628.76	335.77	33.58	369.35	292.99	29.30	322.29	691.64	60.14	751.78
	6 day/week pickup	810.34	745.51	402.91	40.29	443.20	342.60	34.26	376.86	820.06	71.31	891.37
Bin: 2-Yard	1 day/week pickup	133.70	123.00	44.75	4.48	49.23	78.25	7.83	86.08	135.31	11.77	147.08
	2 day/week pickup	211.17	194.28	89.56	8.96	98.52	104.72	10.47	115.19	213.71	18.58	232.29
	3 day/week pickup	320.91	295.24	134.30	13.43	147.73	160.94	16.09	177.03	324.76	28.24	353.00
	4 day/week pickup	439.15	404.02	179.08	17.91	196.99	224.94	22.49	247.43	444.42	38.65	483.07
	5 day/week pickup	520.84	479.17	223.83	22.38	246.21	255.34	25.53	280.87	527.08	45.83	572.91
	6 day/week pickup	610.78	561.92	268.62	26.86	295.48	293.30	29.33	322.63	618.11	53.75	671.86
Bin: 1-1/2-Yard	1 day/week pickup	108.36	99.69	33.59	3.36	36.95	66.10	6.61	72.71	109.66	9.54	119.20
	2 day/week pickup	173.10	159.25	67.15	6.72	73.87	92.10	9.21	101.31	175.18	15.23	190.41
	3 day/week pickup	233.64	214.95	100.74	10.07	110.81	114.21	11.42	125.63	236.44	20.56	257.00
	4 day/week pickup	314.14	289.01	134.30	13.43	147.73	154.71	15.47	170.18	317.91	27.64	345.55
	5 day/week pickup	410.47	377.63	167.90	16.79	184.69	209.73	20.97	230.70	415.39	36.12	451.51
	6 day/week pickup	480.64	442.19	201.47	20.15	221.62	240.72	24.07	264.79	486.41	42.30	528.71
Rolloff Bins		757.90	697.27	374.60	37.46	412.06	322.67	32.27	354.94	767.00	66.70	833.70
Full out Service		13.83	12.72	0.00	0.00	0.00	12.72	1.27	13.99	13.99	1.22	15.21

RESOLUTION NO 08-74

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH EL MONTE AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES

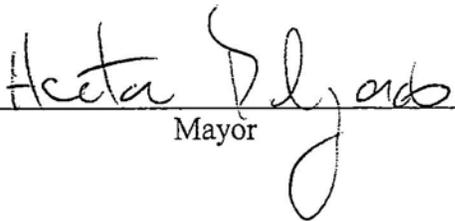
The CITY COUNCIL OF THE CITY OF SOUTH EL MONTE hereby resolves as follows:

SECTION 1 The City Council hereby approves the Second Amendment dated October 28, 2008, between the City of South El Monte, a municipal corporation ("City") and Arakelian Enterprises, inc. doing business as Athens Services, regarding waste collection and street sweeping services.

SECTION 2 The City Council hereby directs the Mayor to execute the Amendment on behalf of the City.

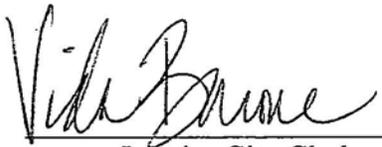
SECTION 3 The City Clerk shall certify to the passage of and adoption of the resolution.

PASSED, APPROVED AND ADOPTED this 28th day of OCTOBER 2008.



Mayor

ATTEST:



Interim City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF SOUTH EL MONTE)

I, Vida Barone, Interim City Clerk of the City of South El Monte, California, do hereby certify that the foregoing Resolution, being Resolution 08- , was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 28th day of October 2008 and that Resolution was adopted by the following vote:

AYES: Aguinaga, Garcia, Delgado
NOES: None
ABSENT: Gonzales, Figueroa
ABSTAIN:



Interim City Clerk

SECOND AMENDMENT TO THE
AMENDED AND RESTATED AGREEMENT
BY AND BETWEEN
THE CITY OF SOUTH EL MONTE
AND
ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE,
RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES

This Second Amendment (the "Amendment") to the Amended and Restated Agreement, dated September 13, 2000, for the Collection of Solid Waste, Recyclables, Yard Waste and other compostables (the "Agreement") is entered into as of the 28TH day of OCT, 2008, by and between the City of South El Monte, a municipal corporation (the "City") and Arakelian Enterprises, Inc., d/b/a Athens Services (the "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into the Agreement on September 13, 2000 and amended the Agreement for the first time on June 14, 2006;

WHEREAS, City and Contractor now desire to amend the Agreement for a second time as provided in this Amendment;

WHEREAS, City receives no charge residential and City services waste collection and desires to extend this benefit as well as the term of the Agreement from 20 years to 30 years;

WHEREAS, City desires to reduce the cost of street sweeping services;

WHEREAS, Contractor continues to maintain the responsibility for achieving City's AB 939 landfill diversion goals; and

WHEREAS, the Puente Hills Landfill will be closing in 2013 and City wants to continue the use of Contractor's Materials Recovery Facility and Transfer Station.

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. Section 1.5.1 of the Agreement is hereby amended to read as follows:

"1.5.1 Thirty Year Rolling Term. The term of this Agreement shall commence on the date of execution of this Agreement (September 13, 2000) and shall continue for a period of thirty (30) years from that date. On September 13, 2001, and every anniversary thereafter, an automatic one (1) year extension shall be applied to the Term so that the Term remains at a constant thirty (30) years, unless the Agreement is terminated pursuant to paragraphs 1.5.2 or 1.5.3."

2. Section 1.5.3 of the Agreement is hereby amended to read as follows:

“1.5.3 Notice of Termination. Notwithstanding the foregoing paragraphs 1.5.1 and 1.5.2, either party may terminate the automatic one-year extension described in Section 1.5.1 by serving the other party with a written notice of termination prior to July 13 in any year for the extension that will take effect on September 13 of that year. The notice of termination shall terminate all subsequent automatic one (1) year extensions of the Term, and the Agreement shall terminate on September 13 of the year that is thirty (30) years after the year for which the termination was given. Either party may request to meet and confer concerning the Agreement by serving a written request within thirty (30) days of service of the notice of termination. The CITY’s City Manager or his or her designee shall represent the CITY.”

3. A new Section 3.28 is hereby added to the Agreement to read as follows:

“3.28 Street Sweeping Services. Effective October 1, 2012 or one day after the effective date of the termination of that certain “Agreement for Street Sweeping Services” dated September 9, 2008, whichever is earlier, Contractor shall sweep City streets in accordance with the specifications set forth in Exhibit E, attached hereto and incorporated by this reference. CITY shall pay to CONTRACTOR the amount of \$5,000 each month for all street sweeping services rendered to the satisfaction of the CITY. The term for street sweeping services shall be the same term as set forth in Section 1.5.1 above.”

4. Section 3.20 of the Agreement relating to the required performance bond is hereby revised to increase the amount of the bond from \$250,000 to \$310,000 to read as follows:

“3.20 Performance Bond. To secure performance of the solid waste collection services, CONTRACTOR shall procure a performance bond in the amount of \$250,000 to be executed by a surety company licensed to do business in this State, and which shall be renewed annually on January 2 of each year. Prior to the commencement of the street sweeping services authorized by Section 3.28, CONTRACTOR shall increase the amount of the performance bond to \$310,000 to secure performance of the solid waste collection services and street sweeping services. CONTRACTOR shall obtain and submit the performance bond for CITY review and obtain CITY approval prior to the commencement of any of the services under this Agreement. CONTRACTOR shall renew the bond annually and file the renewal with CITY’s city clerk at least thirty (30) days prior to the termination of the existing bond.”

5. The City Clerk is hereby directed to attach this Amendment and Exhibit E to the Agreement.

6. Other than as set forth in this Amendment, the remainder of the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

CITY OF SOUTH EL MONTE

Hector Delgado
Hector Delgado, Mayor Pro Tem

ATTEST:
Vida Barone
Vida Barone, Interim City Clerk

ARAKELIAN ENTERPRISES, INC., DBA
ATHENS SERVICES

By: [Signature]
By: _____

APPROVED AS TO FORM:
Quinn M. Barrow
Quinn M. Barrow, City Attorney

EXHIBIT E
SCOPE OF STREET SWEEPING SERVICES

A. Street Sweeping Services

CONTRACTOR shall:

- a. Establish and adhere to a regular schedule of performance of the sweeping of approximately 120.47 curb miles of arterial roads and streets per week, including alleys. CONTRACTOR shall sweep both sides of each street upon the following frequency:
 - Residential areas: once per week.
 - Industrial/commercial: twice per week.
 - Raised/painted medians: twice per week.
 - Alleys: once per week.
 - City parking lots: once per week.
- b. Maintain gutter flow lines in streets free from debris for free flow of water.
- c. Maintain a state of cleanliness for road and pedestrian safety acceptable to CITY.
- d. Meet Air Quality Management District ("AQMD") requirements. CITY is dedicated to preserving the air quality and mandates that all sweepers used in conjunction with this agreement be powered by alternative fuel and meets all requirements of Rule 1186 as mandated by the AQMD and all other applicable AQMD rules and regulations, state and federal statutes and local enactments.
- e. Perform localized street cleaning following CITY special events up to a maximum of three per year as needed.

B. Sweeping Practices and Standards of Performance

1. Areas of Street

Areas of street shall include curb lines along both sides of the roadway or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted median, painted left and right turn pockets, and all intersection cross-gutters. Noses or ends of curbed medians and arterial intersection turn pockets and arterial intersection center areas and dead spots are to be maintained on the same frequency as the median or intersection for which they are associated and included in the fee for Services. Curb returns (radii) at intersections of arterial and residential streets will be swept along their entire length and free of debris on scheduled arterial sweeping days. Excluded from areas to be swept are those that would cause damage to the equipment used. While CONTRACTOR is normally responsible for the 8 foot wide strip (sweeper width), curb to curb sweeping, an additional width of street may need to be

swept at some locations due to unforeseen circumstances and shall be included within the fee for Services.

2. Disposal and Weighing of Refuse

At no cost to CITY, CONTRACTOR shall dispose of all refuse collected by hauling the refuse to a location outside the City boundaries. CONTRACTOR shall weigh such refuse on a daily basis and provide a weekly report on the refuse to the Director.

3. Water and Washing

CONTRACTOR shall use water from its own source during all sweeping operations to minimize dust except when requested by CITY staff. CONTRACTOR shall provide water at no cost to the City.

4. Warning Devices

Vehicles shall be equipped with top-mounted warning lights (rotating or beacon) visible for 360 degrees or comparable traffic safety lights when sweeping. A rear-mounted left/right arrow stick shall be required for arterial and bike lane sweepers.

5. Sweeping Speed

Sweeping speed shall be adjusted to street and debris conditions with a maximum speed of eight miles per hour (8 MPH). CONTRACTOR's drivers shall maintain good safety and driving records, and use extreme caution during street sweeping.

6. Extra Effort

Sweeping shall normally consist of a single pass over an area; however, CONTRACTOR shall make additional passes or such extra effort as may be required to adequately clean the street. Heavy debris such as accumulations of silt, compacted dirt, leaves and similar debris shall be removed unless the removal cannot be accomplished without damage to equipment or infliction of personal injury. Extra effort will be required when sweeping equipment leaves a dirt/silt smear in its swept pathway. Extra effort will be strictly enforced during and after windy conditions and storm weather. The cost for any extra effort shall be included in the contract cost per curb mile.

7. Obstructions

Non-swept or non-sweepable items such as small tree limbs, palm fronds, rocks, silt, mud, trash and debris shall be removed from the sweeping path by the sweeping operator rather than going around it. Larger obstructions such as impaired vertical and/or horizontal clearance by tree limbs, construction or landscape contractor debris, etc. shall be immediately reported to CITY when the location cannot be swept. CONTRACTOR may go around homeowner landscaping

debris, landscape company or construction debris only when all of the following conditions are met:

- Source of debris is obvious and not natural accumulation. Debris should be bagged and/or disposed of by party responsible.
- CONTRACTOR notifies CITY within twenty-four (24) hours. CONTRACTOR is not responsible for areas missed because of parked vehicles and other personal property such as toys, bicycles and skateboard ramps.

8. Level of Cleanliness

CONTRACTOR shall remove all loose debris obstructions and material normally picked up and removable by a fully operational mechanical street sweeper. This includes, but is not limited to: sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter. Debris swept onto residential and arterial driveway aprons, sidewalks, and access ramps will require additional passes by the sweeper operator. If debris cannot be re-swept, the drive/sweeping CONTRACTOR will be responsible for the manual clean-up. Clean-up will be completed at time of occurrence at CONTRACTOR's expense.

9. Notification of Non-sweeping

CONTRACTOR shall provide Director on a daily basis (when applicable) with list of all streets not swept when regular sweeping schedule is interrupted for any reason. CONTRACTOR shall provide a list of non-sweepable streets to CITY by facsimile machine or telephone by the end of the workday. CITY shall notify CONTRACTOR by phone regarding non-sweeping conditions due to inclement weather. CITY's notification will serve as a non-sweep day and will not be paid for by CITY unless an alternative sweeping schedule is coordinated by CONTRACTOR and is submitted to CITY for approval.

10. Quality of Sweeping

Street sweeper shall leave designated areas of sweeping free of dirt, litter, debris, obstructions, smears, and visual dust in accordance to CITY's standards cleanliness.

C. Equipment

1. Equipment Requirements

Quality and quantity of the equipment used by CONTRACTOR for the sweeping of streets shall be sufficient to perform the work required herein within the hours of work specified herein, and a minimum of one primary sweeper and one back-up sweeper shall be available. Primary sweepers shall be a combination vacuum/broom function within the same unit and shall be used for CITY under this agreement. The back-up sweeper shall be mobile or vacuum/broom equivalent and shall be made available in case of breakdown of primary sweeper.

Vacuum/broom or vacuum-type sweepers shall be used for the scheduled sweeping of residential streets/arterial streets. All sweeping equipment used by CONTRACTOR for CITY shall be compensated at the same curb mile cost. All equipment used by CONTRACTOR for CITY shall meet CITY's requirements and standards. CONTRACTOR shall specify the type of equipment used.

2. Alternative Fuel Equipment

To improve the community's air quality standards, CITY mandates that alternative fuel vehicles be used in the sweeping of its streets. CONTRACTOR shall provide test-proven documentation to verify the fuel's clean-burning efficiency. All equipment used in performance of this contract shall be in compliance with South Coast Air Quality Management District Rule 1186 and any other applicable laws and rules. All proposals, documentation and literature shall be included with completed specifications and contract documents prior to closing date and time.

3. Equipment Identification

All vehicles shall have safety features and shall be painted a uniform color and shall bear in legible letters CONTRACTOR's name and the following wording:

"Contracted to Serve the City of South El Monte"
"Street Sweeping Hotline – (626) _____"

4. Type and Capacity

Arterial and residential sweepers must be capable of sweeping a minimum eight-foot (8') width as measured from the outside edge of the gutter broom in a single pass along the curb. Street sweepers must have a minimum hopper capacity of three (3) cubic yards. At least one sweeper must be equipped with a left-gutter broom for median work; all others may be single or dual gutter broom machines. CONTRACTOR is required to have both mechanical broom type and vacuum/regenerative air or combination vacuum/broom assisted head (BAH) type municipal sweepers available for this contract. Alternative street sweepers will be considered if capable of meeting CITY requirements and standards. The type used in specific areas will be at CITY's discretion, providing performance standards are met.

Street sweepers used for arterial street sweeping shall have an operational left/right arrow stick traffic control device mounted on the rear of vehicle's hopper. Additionally, a rotating 360-degree safety beacon or comparable traffic safety light is required to be placed on roof of truck cab or atop hopper. Sweeper equipment operators shall wear protective clothing, equipment, and an orange safety vest at all times.

5. Maintenance

Equipment shall be maintained both visually and operationally. Paint and body of street sweeper shall be maintained in good condition with no visible rust or body damage. Vehicle engines shall be routinely maintained as to insure high level of service during all sweeping operations

and must comply with all State of California Department of Motor Vehicles CAL-OSHA and all other applicable codes required by the state, county and CITY.

D. Schedule

1. General Schedule Requirements

CONTRACTOR shall conform to the sweeping schedule of all streets as provided by CITY, as noted on maps and logs pre-approved by CITY. CONTRACTOR shall complete all sweeping as scheduled; mechanical failure or personnel problems shall not be the acceptable reason for failure to comply. No changes to the sweeping schedule will be allowed without the prior approval of CITY.

All sweeping is to be done Monday through Friday except on the following Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- a. Street sweeping of all residential streets shall occur on a weekly basis Monday through Friday, in accordance with CITY street sweeping maps and logs.
- b. If a CITY-recognized Holiday falls within the schedule, the regular schedule shall resume the day following the holiday.
- c. CONTRACTOR shall respond to after-hour emergencies within two hours of contact by CITY-personnel. CONTRACTOR will provide telephone number(s) of contact personnel for after-hour emergencies.
- d. All extra non-scheduled residential and non-scheduled sweeping work shall be performed within 24 hours upon notice by CITY. All work deemed "emergency" by CITY shall be performed the same day upon contact by CITY within one hour.

2. Holiday and Inclement Weather

Scheduled sweeping shall not be canceled for inclement weather by the street sweeping CONTRACTOR without approval of the Director. During inclement weather a two-hour standby period will be observed before a scheduled residential sweep will be canceled. CITY reserves the right to suspend street sweeping functions on a day-to-day basis. Make-up sweeping will not be allowed due to holidays, inclement weather and cancellations without the approval of the Director. CITY will communicate via phone the specific street locations throughout the day of locations where debris needs to be removed. This effort shall not affect the regularly scheduled sweeping.

E. Miscellaneous Provisions

1. Inspections and Handling of Deficiencies

Inspections will be performed by qualified CITY personnel on a regular basis as well as spot checks in response to complaints. CONTRACTOR shall meet monthly, within the maintained areas, with an authorized representative of CITY for a drive through inspection. Said meeting

shall be at the convenience of CITY and may include residents of the community. In addition, drive through interim inspections may be required by CITY. Any corrective work required as a result of a monthly inspection by CITY shall be accomplished to the satisfaction of CITY within three days of the notification of CONTRACTOR's deficiencies.

2. Complaints

CITY shall receive and process citizen services requests and complaints. CITY will notify CONTRACTOR of corrections and any re-sweeping required following complaints. Citizen complaints will be forwarded to CONTRACTOR and the frequency of such complaints will be noted in any subsequent unsatisfactory reports that may be filed against CONTRACTOR.

In the event that the results of a sweep are considered to be unsatisfactory, CITY will notify CONTRACTOR of exact locations and description of deficiency. CONTRACTOR shall re-sweep the unsatisfactory area at its expense within the time limits. High visibility and/or unsafe conditions will need to be swept immediately.

3. Traffic and Access

CONTRACTOR shall conduct its work to interfere as little as possible with public travel whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways and walk ways, whether public or private, CONTRACTOR shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners before interfering with them. Such maintenance of traffic will not be required when CONTRACTOR has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over private property involved, to obstruct traffic at the designated point.

F. Sweeping Modifications

1. Changes

CITY may at any time, by written order, direct that changes or extras be made in the scope, specifications or route schedule in relation to this contract.

RESOLUTION NO. 06-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT BY AND BETWEEN THE CITY OF SOUTH EL MONTE AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES

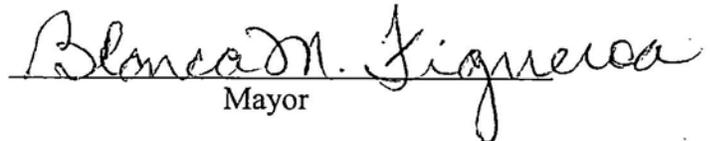
The City Council of the City of South El Monte hereby resolves as follows:

SECTION 1. The City Council hereby approves the First Amendment dated June 14, 2006, between the City of South El Monte, a municipal corporation ("City") and Arakelian Enterprises, Inc. doing business as Athens Services.

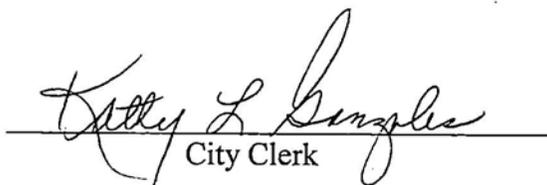
SECTION 2. The City Council hereby directs the Mayor to execute the Amendment on behalf of the City.

SECTION 3. The City Clerk shall certify to the passage of and adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 14th day of June, 2006


Mayor

ATTEST:


City Clerk

Resolution No. 06-55
Page Two

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Kathy L. Gonzales, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 06-55 was duly passed and approved by the City Council of the City of South El Monte at an adjourned regular meeting of said Council held on the 14th day of June, 2006, and that said Resolution was adopted by the following vote:

AYES: Aguinaga, Delgado, Garcia, Gonzales, (Mayor) Figueroa
NOES: None
ABSENT: None
ABSTAIN: None



City Clerk

FIRST AMENDMENT TO THE
AMENDED AND RESTATED AGREEMENT
BY AND BETWEEN
THE CITY OF SOUTH EL MONTE
AND
ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE,
RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES

This First Amendment to the Amended and Restated Agreement (the "Amendment") is entered into as of the 14th day of June, 2006, by and between the City of South El Monte, a municipal corporation (the "City") and Arakelian Enterprises, Inc., d/b/a Athens Services (the "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into that certain Amended and Restated Agreement, dated September 13, 2000, for the Collection of Solid Waste, Recyclables, Yard Waste and other compostables (the "Agreement");

WHEREAS, City and Contractor now desire to amend the Agreement as provided in this Amendment;

WHEREAS, City receives no charge residential and City services waste collection and desires to extend this benefit as well as the term of the Agreement from 12 years to 20 years;

WHEREAS, Contractor assumes the responsibility for achieving City's AB 939 landfill diversion goals;

WHEREAS, the Puente Hills Landfill will be closing in 2013 and City wants to continue the use of Athens Materials Recovery Facility and Transfer Station; and

WHEREAS, Contractor agrees not to petition the City Council for a special interim rate increase at this time.

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. Section 1.5.1 of the Agreement is hereby amended to read as follows:

"1.5.1 Twenty Year Rolling Term. The term of this Agreement shall commence on the date of execution of this Agreement (September 13, 2000) and shall continue for a period of twenty (20) years from that date. On September 13, 2001, and every anniversary thereafter, an automatic one (1) year extension shall be applied to the Term so that the Term remains at a constant twenty (20) years, unless the Agreement is terminated pursuant to paragraphs 1.5.2 or 1.5.3."

2. Section 1.5.3 of the Agreement is hereby amended to read as follows:

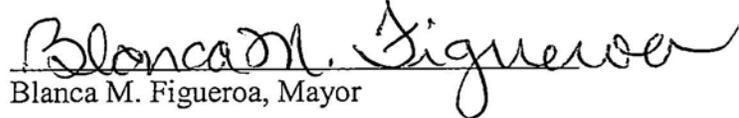
“1.5.3 Notice of Termination. Notwithstanding the foregoing paragraphs 1.5.1 and 1.5.2, either party may terminate the Agreement by serving the other party with a written notice of termination prior to July 13, 2006, or any subsequent anniversary thereof. Upon service of the notice of termination, there shall be no further automatic one (1) year extensions of the Term, and the Agreement shall terminate on September 13 of the year that is twenty (20) years after the year in which the notice of termination was served. Either party may request to meet and confer concerning the Agreement by serving a written request within thirty (30) days of service of the notice of termination. The CITY’s City Manager or his or her designee shall represent the CITY.”

3. Contractor shall not apply for a special interim rate increase during the period from June 1, 2006 to July 1, 2008.

4. Other than as set forth in this Amendment, the remainder of the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

CITY OF SOUTH EL MONTE


Blanca M. Figueroa, Mayor

ATTEST:


Kathy L. Gonzales, City Clerk

ARAKELIAN ENTERPRISES, INC., DBA
ATHENS SERVICES

By 

By _____

APPROVED AS TO FORM:


Quinn M. Barrow, City Attorney

AMENDED AND RESTATED AGREEMENT
BY AND BETWEEN
THE CITY OF SOUTH EL MONTE
AND
ARAKELIAN ENTERPRISES, INC.
DBA ATHENS SERVICES
FOR THE COLLECTION OF SOLID WASTE,
RECYCLABLES, YARD WASTE AND OTHER COMPOSTABLES
AS DEFINED HEREIN

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AMENDED AND RESTATED AGREEMENT FOR
SOLID WASTE COLLECTION SERVICES

THIS AMENDED AND RESTATED AGREEMENT FOR EXCLUSIVE SOLID WASTE HANDLING (Agreement") is entered into as of the 13th day of September, 2000, by and between the CITY OF SOUTH EL MONTE, a municipal corporation, ("CITY") and ARAKELIAN ENTERPRISES, INC., doing business as ATHENS SERVICES ("CONTRACTOR").

RECITALS

WHEREAS, CITY and CONTRACTOR heretofore entered into that certain agreement, dated as of December 22, 1992, whereby it was agreed that CONTRACTOR would provide exclusive residential and commercial/industrial solid waste handling services in the CITY for the term therein specified; and

WHEREAS, CITY and CONTRACTOR desire to supersede and terminate in its entirety the agreement dated December 22, 1992, and to substitute therefor the terms and provisions of this Agreement; and

WHEREAS, Article XI, Section 7 of the California Constitution authorizes Cities to protect the public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and

WHEREAS, the CITY is authorized to provide collection of solid waste, recyclables, yard waste, and other compostables within the CITY by contract; and

WHEREAS, Public Resources Code § 40059 provides that aspects of solid waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, charges and fees, level of services, and the nature, location and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

WHEREAS, the CITY, for the purpose of ensuring the continued protection and preservation of the public health, welfare, and convenience of the people of the CITY, deems it advisable to provide for the collection of solid waste, recyclables, yard waste, and other compostables within the CITY by contract with CONTRACTOR; and

WHEREAS, state law mandates the CITY to meet the diversion requirements of AB 939 or face severe fines and penalties; and

WHEREAS, by this Agreement CONTRACTOR assumes the responsibility for achieving the CITY's AB 939 landfill diversion goals; and

WHEREAS, the CITY is obligated to protect the public health and safety of the residents of the City of South El Monte and arrangements made by CONTRACTOR for the collection of residential and commercial solid waste should be made in a manner consistent for the exercise of the CITY's police power for the protection of health and safety; and

WHEREAS, the CITY desires to maintain maximum flexibility in this Agreement to meet rapidly changing solid waste disposal and diversion laws and regulations; and

WHEREAS, there are no places within the City of South El Monte where landfills are located, or which are suitable for the siting of a landfill, and therefore solid waste must be exported from the CITY; and

WHEREAS, CONTRACTOR will transfer the solid waste to a material recovery facility (MR), landfill or transformation facility destination of the non-recyclable solid waste which CONTRACTOR will collect; and

WHEREAS, the City Council of the City of South El Monte determines and finds pursuant to California Public Resources Code § 40059(a)(i), that the public health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, requires that CONTRACTOR be awarded a contract for collection and disposal of residential and commercial solid waste from premises in the City of South El Monte.

NOW, THEREFORE, CITY AND CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

ARTICLE I
ISSUANCE OF EXCLUSIVE FRANCHISE

1.1 **Parties to the Agreement.** The parties to this Agreement are:

1.1.1 **City.** The City of South El Monte, a municipal corporation, having its principal office at 1415 Santa Anita Avenue, South El Monte, California 91733.

1.1.2 **Contractor.** Arakelian Enterprises, Inc. dba Athens Services, 14048 Valley Boulevard, Industry, California 91716.

1.2 **Binding Agreement.** In consideration of the mutual promises contained herein, CITY and CONTRACTOR agree to be bound by and comply with all of the requirements of this Agreement.

1.3. Representatives of the Parties and Service of Notices. The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

1. The principal representative of the CITY shall be:

City Manager
City of South El Monte
1415 Santa Anita Avenue
South El Monte, California 91733

2. The principal representative of the CONTRACTOR shall be:

Dennis Chiappetta
Athens Services
P. O. Box 60009
Industry, California 91716

1.3.1 Formal Notices. Formal notices demands and communications to be given hereunder by either party shall be made in writing and shall be effective upon the date of personal delivery or, in the case of mailing, on the date of delivery or attempted delivery as shown on the U.S. Postal Service certified mail return receipt.

1.3.2 Change of Representative. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person is changed, written notice shall be given within five (5) working days of the change.

1.4 Grant of Exclusive Franchise. Subject to the terms and conditions of this Agreement, CITY hereby grants and issues to CONTRACTOR the exclusive franchise, authority, right and privilege to collect, transport, process pick-up, gather, remove and dispose of all solid waste, recyclables, yard waste and other compostables which are produced, generated or accumulated by all residential, commercial, institutional (to the extent the CITY can exercise control over them), industrial users or customers within the CITY, for the term of this Agreement, unless earlier terminated as provided herein.

1.4.1 Annexations. This right extends to any territory annexed to the CITY hereafter except to the extent that collection within such territory so annexed would be unlawful or violate the legal rights of another person. Unless CONTRACTOR acquires or has acquired the collection rights of any other person then collecting solid waste, recyclables, yard waste, or other compostables within any annexed territory at the time such annexation is effective, said exclusive right in each annexed territory shall commence ninety (90) days after each such annexation is completed, provided that if the CITY determines to the contrary by majority vote of its Council within said ninety (90) day period, such determination shall prevail.

1.5 Term of Agreement

1.5.1 Twelve Year Rolling Term. The Term of this Agreement shall commence on the date of execution of this Agreement and shall continue for a period of twelve (12) years from that date. On the first anniversary of the expiration of the date of execution of this Agreement, and every year thereafter, automatic one (1) year extensions shall be applied to the Term so that the Term remains at a constant twelve (12) years.

1.5.2 Intent to Terminate. Should either party desire that said automatic one-year renewal and extension of the Term be terminated, such party may give the other written notice of such intent to terminate the Agreement. Such notice of non-renewal may not be given until the anniversary date of the execution of this Agreement.

1.5.3 Notice of Termination. Notwithstanding the foregoing paragraph, should either party desire that said one year extension of the Term be terminated, such party shall give the other party written notice to terminate at least sixty (60) days prior to the anniversary of the date of execution of this Agreement or any subsequent anniversary thereafter. During the thirty (30) day period following the notice of intent to terminate, the parties shall meet and confer at the request of either party; the CITY shall be represented by the City Manager and may be represented by other persons designated by the CITY. If the notice of termination is given, it shall terminate the one-year extension of the Term, and the Agreement shall remain in full force and effect for twelve (12) years thereafter.

1.6 Termination of Prior Agreement. Upon the effective date of this Agreement, the parties hereto covenant and agree that all prior rights and obligations relating to solid waste handling services in the CITY arising under and pursuant to that certain agreement dated December 22, 1992, by and between the CITY and CONTRACTOR shall be deemed to be terminated and of no further force or effect.

ARTICLE II DEFINITIONS

2.1 AB 939 or Act. "AB 939 or "Act" means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code §§40,000 *et seq.*, as it may be amended from time to time and as implemented by the regulations of the California Integrated Waste Management Board, or its successor.

2.2 City Manager. "City Manager" shall mean the City Manager of the City of South El Monte ("CITY") or the City Manager's designee.

2.3 Collection. "Collection" shall mean the operation of gathering together within the CITY, and transporting by means of a motor vehicle to the point of disposal or processing, any solid waste.

2.4 Commercial/Industrial Business Holder. "Commercial/Industrial Business Holder" shall mean any person, firm, corporation or other enterprise or organization holding or occupying, alone or with others, commercial/industrial premises, whether or not it is the holder of the title or the owner of record of the commercial/industrial premises.

2.5 Commercial/Industrial Premises. "Commercial/Industrial Premises" shall mean all occupied real property in the CITY, except property occupied by federal, state or local governmental agencies which do not consent to their inclusion, and except residential premises as defined in subsection 2.22 hereof, and shall include, without limitation, private schools, hospitals, clinics, convalescent centers and nursing homes, wholesale and retail establishments, restaurants and other food establishments, bars, stores, shops, offices, industrial establishments, manufacturing establishments, assembly shops or plants, service stations, repair, research and development establishments, professional services, sports or recreational facilities, construction and demolition sites, hotels, motels, a multiple dwelling containing three (3) or more dwelling units, and any other commercial or industrial business facilities, structures, sites, or establishments serviced by bins in the CITY.

2.6 Construction Site or Demolition Site. "Construction Site or Demolition Site" shall mean any real property in the CITY in, on or from which a building or structure is being fabricated, assembled, erected or demolished, and which produces construction or demolition solid waste which must be removed from the property, and requires the use of commercial refuse containers.

2.7 Construction or Demolition Waste. "Construction or Demolition Waste" shall mean any solid waste, wood, packaging, plaster, rock, brick, drywall, cement, asphalt, and other rubble or debris generated as the result of construction or demolition, including without limitation, discarded packaging or containers and waste construction materials, whether brought on site for fabrication or used in construction or resulting from demolition, excluding liquid waste, asbestos-containing materials and hazardous waste.

2.8 Disposal. "Disposal" shall mean the complete operation of treating and disposing of solid waste after the collection thereof.

2.9 Franchise. "Franchise" shall mean the exclusive right and privilege granted by this Agreement.

2.10 Franchise Fee. "Franchise Fee" shall mean the fee or assessment imposed by the CITY on CONTRACTOR because of its status as party to this Agreement and which, *inter alia*, is intended to offset the CITY's expenses in administering the Franchise and to compensate CITY for damage to its streets, sidewalks, curbs and gutters, and other infrastructure resulting from the exercise of the Franchise, reporting requirements under the Act and other related expenses.

2.11 Hazardous Waste or Hazardous Substances. "Hazardous Waste" or "Hazardous Substances" shall mean and include waste materials or mixture of waste as defined or designated as

hazardous by Public Resources Code Section 40141 as it now exists or may subsequently be amended, the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*, the California Health and Safety Code and all future amendments, or as defined by the California Integrated Waste Management Board namely, a waste or combination of wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics, may do either of the following: (i) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; (ii) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed. "Hazardous Waste" or "Hazardous Substance" includes extremely hazardous waste and acutely hazardous waste, and any other waste as may hereafter from time to time be designated as hazardous by the Environmental Protection Agency ("EPA") or other agency of the United States Government, or by the California Legislature or any agency of the State of California empowered by law to classify or designate waste as hazardous, extremely hazardous or acutely hazardous.

2.12 Gross Receipts. "Gross Receipts" shall mean all revenues, receipts or other compensation collected by CONTRACTOR from all commercial/industrial customers within the CITY.

2.13 Holiday. "Holiday" shall mean:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

"Holiday" shall also mean any other day designated as such by the CONTRACTOR, provided the holiday is established or recognized by Resolution of the City Council.

2.14 In the City or Within the City. "In the City" or "Within the City" shall mean within the limits of the CITY as such limits exist on the effective date of this Agreement or may thereafter exist by virtue of the annexation of territory to or detachment of territory from the limits of the CITY.

2.15 Manure. "Manure" shall mean the waste droppings from any animal.

2.16 Material Recovery Facility ("MRF"). "Material Recovery Facility" shall mean the facility located at 14048 Valley Boulevard which processes municipal solid waste to separate and market recyclables. All waste collected by CONTRACTOR pursuant to this Agreement shall be processed through the Materials Recovery Facility in order to maximize the diversion of Solid Waste from landfilling or disposal at a transformation facility. The tipping fee at the MRF has two cost

components: (1) a processing fee that is eligible for C.P.I.; and (2) a disposal fee that is passed through to commercial customers as set out in Exhibit A.

2.17 Person. "Person" shall mean any individual, association, firm, partnership, corporation, or any other group or combination thereof acting as a unit.

2.18 Processing. "Processing" shall mean the reduction, separation, recovery and conversion of solid waste.

2.19 Public Agency. "Public Agency" shall mean any governmental agency or department thereof, whether federal, state, or local.

2.20 Recyclables or Recyclable Solid Waste. "Recyclables" or "Recyclable Solid Waste" shall mean a form of solid waste which has been source-separated from non-recyclable solid waste before having been discarded into the waste stream. "Recyclable Solid Waste" is a part of the solid waste stream which can be reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939.

2.21 Residential Householder. "Residential Householder" shall mean any person or persons holding or occupying residential premises in the CITY, whether or not the owner of the residential premises.

2.22 Residential Premises. "Residential Premises" shall mean any residential dwelling unit within the CITY, including, without limitation, multiple unit residential complexes such as rental housing projects, condominiums, apartment houses, mixed condominiums, rental housing, and mobile home parks, except any multiple dwelling containing three (3) or more dwelling units receiving curbside service.

2.23 Resource Recovery. "Resource Recovery" shall mean any use of solid waste collection pursuant to this Agreement, except for landfill disposal or transfer for landfill disposal. "Resource recovery" shall include, but is not limited to, transformation, composting, and multi-material recycling.

2.25 Scavenging. "Scavenging" shall mean the unauthorized removal of Recyclable Solid Waste. Scavenging is prohibited by Public Resources Code § 41950.

2.26 Solid Waste. "Solid Waste" shall mean all putrescible and nonputrescible solid and semisolid wastes, generated in or upon, related to the occupancy of, remaining in or emanating from residential premises or commercial/industrial premises, including garbage, trash, refuse, paper rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid or semisolid wastes, and other solid and semisolid wastes, excluding liquid wastes and abandoned vehicles; provided, however, that "solid waste" shall not include hazardous waste.

2.27 Solid Waste Container. “Solid Waste Container” shall mean containers or commercial bins permitted to be used for the purpose of temporarily accumulating and holding solid waste, green waste and recyclables for collection and removal.

2.28 Solid Waste Enterprise. “Solid Waste Enterprise” shall mean any individual, partnership, joint venture, unincorporated private organization, or private corporation regularly engaged in the business of providing solid waste handling services.

2.29 Special Collection Services. “Special Collection Services” shall mean the removal by CONTRACTOR of oversized or overweight household articles placed curbside by a residential householder, which oversized or overweight household articles have weights, volumes or dimensions which cannot be accommodated by solid waste containers for residential premises, such as stoves, refrigerators, water heaters, washing machines, furniture, sofas, mattresses, box springs, and large rugs.

2.30 Standard Commercial/Industrial Solid Waste Container. “Standard Commercial/Industrial Solid Waste Container” shall mean a state-of-the-art bin or solid waste container used in connection with commercial/industrial premises with a 2, 3, 4 or 6 cubic yard capacity, designed for mechanical pick-up by collection vehicles and equipped with a lid, or where appropriate for the commercial/industrial premises being served, a 10, 20, 30 or 40 cubic yard roll-off box or compactor, and shall include other types of containers suitable for the storage and collection of commercial/industrial solid waste if approved in writing by the City Manager.

2.31 Yard Waste. “Yard Waste” shall mean all grass clippings, leaves, tree trimmings, brush and shrubbery pruning. Tree trimmings larger than 4 inches in diameter, palm fronds, palm tree parts, cactus, dirt and rocks are not considered yard waste.

ARTICLE III CONTRACTOR’S OBLIGATIONS

3.1 Compliance With Laws

3.1.1 Governing Requirements. CONTRACTOR shall comply with all provisions of this Agreement, the Municipal Code, and all other applicable federal or state laws, rules and regulations.

3.2 Franchise Fee

3.2.1 Percentage Paid to City. CONTRACTOR shall pay to the CITY a franchise fee of eight percent (8%) of the CONTRACTOR’s gross receipts collected from all commercial/industrial customers.

3.2.2 Paid Monthly. The franchise fee shall be payable monthly, on or before the 15th day of the month following the end of each preceding month. Each such payment shall be accompanied by an accounting, substantially in the form to be agreed upon by both parties, which sets forth the CONTRACTOR's gross receipts collected during the preceding calendar month. The franchise fee shall be in lieu of all business license and business permit fees pertaining to the collection of solid waste.

3.3 Payment to City - No acceptance of any payment by CITY shall be construed as an accord that the amount is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the CITY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recomputation by CITY. If, after a CITY requested audit, such recomputation indicates a franchise fee underpayment, CONTRACTOR shall pay to CITY the amount of the underpayment within ten (10) days of receipt of written notice from CITY. If, after audit, such recomputation indicates a franchise fee underpayment of more than three percent (3%), CONTRACTOR shall reimburse CITY for all reasonable costs and expenses incurred in connection with the audit and recomputation within ten days of receipt of written notice from CITY. If, after audit, such recomputation indicates a franchise fee overpayment, CITY shall reimburse CONTRACTOR the amount of the overpayment, and reasonable costs and expenses incurred in connection with the audit and recomputation. In no event shall such offset exceed the amount of the overpayment.

3.4 Frequency of Collection - Residential Premises.

3.4.1 Standard Services. CONTRACTOR shall provide residents with weekly collection. CONTRACTOR shall provide standard services free of charge to residential premises.

3.4.2 Green Waste Collection. On and after December 1, 2000 (or as soon as reasonably able to implement), CONTRACTOR shall collect and remove, and obtain diversion credit for all Green waste placed for collection in designated Green waste Containers. In addition to regular weekly collection of Green waste, CONTRACTOR shall collect, transport and use its best efforts to recycle all holiday trees (i.e., Christmas trees and Hanukkah bushes) placed for collection, beginning on the first collection day after December 25th and ending at 6 p.m. on the second Saturday in January. Holiday trees placed for collection are to be free of ornaments, garlands, tinsel and flocking.

3.4.3 Option for Automated Services. Within one (1) year of the anniversary date of this Agreement, CITY shall have the option to have CONTRACTOR provide a fully automated system. Should the CITY elect to exercise this option, CONTRACTOR shall provide two (2) 90 gallon automated containers for weekly collection; one black for solid waste and recyclables and one green for yard waste. CONTRACTOR will replace automated containers which are stolen or damaged due to normal wear and tear.

3.4.4 Additional Containers. Should CITY elect to exercise its option for automated service as described in Section 3.4.3, additional containers will be made available for a \$10.00 monthly service charge to be billed by CONTRACTOR. A one-time \$15.00 delivery fee will be charged to the resident for delivery and/or removal of each additional container. These fees may be revised pursuant to the C.P.I. formula set forth in Section 5.3.2.

3.5 Collection

3.5.1 Hours of Collection. CONTRACTOR shall make residential collections only between the hours of 6 a.m. and 6 p.m. on any day of the week except that no collections shall be made on Sunday unless specifically authorized in writing by the City Manager. Hours and days of collection are subject to change by the City Council. All collections shall be made as quietly as possible, and CONTRACTOR shall provide that the noise level will never exceed 75 decibels when measured at a distance of 25 feet. Commercial/industrial and construction site collections may be made at any time provided, however, that such collections within 500 feet of single family residentially zoned property shall be limited to the times specified for residential solid waste collection.

3.6 Unusual/Major Items

3.6.1 Clean-Up Week. CONTRACTOR shall provide, at no additional cost, an annual community-wide residential trash cleanup drive. During this drive, CONTRACTOR will pick up all unusual major items of trash generated at residential premises and placed curbside, including large objects such as couches, refrigerators and rugs which are not otherwise collected as part of CONTRACTOR's normal residential service. This drive shall take place on one Saturday each year during a date mutually acceptable to CITY and CONTRACTOR. CONTRACTOR shall make every reasonable effort to divert materials collected to resource recovery facilities.

3.7 Additional Services.

3.7.1 Residential-Excess Special Collection Services. CONTRACTOR shall provide, upon request from a residential householder, excess Special Collection Services beyond those described in Sections 3.4.1 and 3.6, at such times and at such rates as may be agreed upon by CONTRACTOR and the person requesting service. In the event they cannot agree, such charges and times shall be determined by the City Manager. CONTRACTOR will file and shall keep on file with the City Manager, at all times a current schedule of rates for all excess Special Collection Services.

3.7.2 Special Carry-Out Services. CONTRACTOR shall provide special manual carry-out services for those residents reasonably determined (per a doctors note provided annually) to have difficulty doing so themselves due to provable physical disabilities (whether permanent or temporary) and/or the configuration of their property. CONTRACTOR may impose a reasonable charge for this service only where it is requested by an otherwise capable resident solely for his/her convenience.

3.8 Commercial/Industrial Collection

3.8.1 Weekly Collection. CONTRACTOR shall collect and deliver to the appropriate solid waste facility all solid waste, recyclables, yard waste, and other compostables generated at commercial premises within the CITY contracting for services and delivered to a bin or otherwise properly placed for collection not less than once per week. CONTRACTOR shall collect and deliver to the appropriate solid waste management facility all solid waste, recyclables, yard waste, and other compostables generated at industrial premises within the CITY contracting for services and delivered for collection) as scheduled with each industrial generator. CONTRACTOR may contract with industrial or commercial firms to collect and dispose of waste materials which it is not licensed to remove and which present specialized problems.

3.8.2 Commercial/Industrial Special Collection Services. CONTRACTOR shall provide, upon request from a commercial/industrial business holder, additional collection services at such times and at such rates as may be agreed upon by CONTRACTOR and the person requesting service. In the event they cannot agree, such charges and times shall be determined by the City Manager. CONTRACTOR will file and shall keep on file with the City Manager at all times a current schedule of rates for all such additional services.

3.9 Solid Waste Disposal. CONTRACTOR shall dispose of all collected solid waste at CONTRACTOR's expense and in accordance with all state, federal and local laws and regulations. The cost of disposal will be included in the rates charged by CONTRACTOR hereunder.

3.10. Litter Abatement.

3.10.1 Minimization of Spills. CONTRACTOR shall use due care to prevent solid waste, recyclables, yard waste, and other compostables from being spilled or scattered during the collection or transportation process. If any solid waste, recyclables, yard waste, and other compostables are spilled during collection, the CONTRACTOR shall promptly clean up all spilled materials.

3.10.2 Covering of Loads. CONTRACTOR shall cover all open debris boxes and compactor openings during transport to the disposal site or any processing facility. No material shall be transported to the disposal site or any processing facility in vehicle hoppers.

3.11 Records.

3.11.1 Auditable Journal. CONTRACTOR shall keep an auditable journal recording each instance that solid waste is not collected in compliance with the terms of this Agreement or applicable ordinance or regulation. CONTRACTOR shall inform the customer of the reason for non-collection by notice attached to the container or other non-collected item.

3.11.2 Quarterly Reports. CONTRACTOR shall compile and keep the following information with respect to any month during the quarter and shall deliver a written report thereon, signed by an officer of the CONTRACTOR to the City Manager on a quarterly basis within thirty (30) days after the end of each quarter:

- (a) total tons of solid waste collected pursuant to the Agreement;
- (b) number of single family residences served pursuant to the Agreement;
- (c) number of multiple residences served;
- (d) number of commercial and industrial premises served;
- (e) number of complaints received;
- (f) number of missed collections reported to CONTRACTOR;
- (g) the name, address and telephone number of each solid waste disposal facility used by the CONTRACTOR during the reporting month;
- (i) the complaint log described in Section 3.12.4.

3.11.3 Financial Statements. CONTRACTOR shall maintain annual auditable operational financial statements and other relevant information consistent with generally accepted business practices regarding the operation of CONTRACTOR's waste collection business relating to the CITY and, upon the CITY's written request, make such records available to the CITY for its review. All information provided to CITY shall be kept confidential by CITY and not publicly released without CONTRACTOR's consent except: (1) as they pertain to CITY's consideration of changes in the rates charged by CONTRACTOR and (2) as otherwise directed by a court of competent jurisdiction.

3.11.4 Complaint Records. CONTRACTOR shall keep a formal, auditable record of all complaints received, including the resolution accorded each complaint, and shall notify CITY of each complaint and its final disposition upon request by the City Manager.

3.12 Data Retention. CONTRACTOR shall maintain data retention and preservation systems which can establish where solid waste collected in the CITY was landfilled and a copy or summary of the reports entitled "Hazardous Waste Inspection and Reporting," "Hazardous Waste diversion Reports" and "Quarterly Reports," above for five (5) years after the term during which collection services are to be provided pursuant to this Agreement, or to provide copies of such records to CITY. CONTRACTOR agrees to notify City's Risk Manager and City Attorney before destroying such records. This provision shall survive the expiration of the period during which collection services are to be provided under this Agreement.

3.13 Equipment.

3.13.1 Standards. All equipment used by CONTRACTOR to perform work under this Agreement shall conform to the highest industry standards and shall be maintained in a clean and efficient condition. No motor vehicle used to collect or transport solid waste may be older than ten (10) years of age at any time during the life of this Agreement. In no event shall CONTRACTOR use any motor vehicle in excess of ten (10) years of age without prior approval by the City Council. All vehicles used to collect, transport or dispose of solid waste shall pass an annual inspection by the California Highway Patrol. All certificates generated from such inspections shall be submitted to the City Manager at the time of execution of this Agreement and by January 15th during each year of the Agreement term. All vehicles and bins used to perform this Agreement shall be kept clean, in good repair and will be uniformly painted and free of graffiti to the satisfaction of the City Manager. All vehicles shall be cleaned, both inside and out, not less than once weekly.

3.13.2 Vehicle Construction. Each vehicle shall be so constructed and used so that no solid waste, oil, grease or other material will blow, fall, or leak out of the vehicle. All solid waste shall be transported by means of vehicles equipped with watertight bodies and close-fitting metal covers. Any solid waste or miscellaneous debris dropped or spilled in collection, transfer or transportation shall be immediately cleaned up by CONTRACTOR. A broom and a shovel shall be carried at all times on each vehicle for this purpose.

3.13.3 Vehicle Identification. A distinct identification number or letter shall be assigned to each vehicle used in collection activities. This number or letter shall be no less than five (5) inches high and shall be prominently displayed on the vehicle and in plain sight from four (4) directions. Each vehicle shall also bear CONTRACTOR's business or company name and local telephone number in characters large enough to be read from the curbside when a vehicle is moving.

3.13.4 Storage. CONTRACTOR shall not store any vehicle on any public street or other public property in the City of South El Monte.

3.13.5 Removal. Should the City Manager at any time give notification in writing to CONTRACTOR that any vehicle does not comply with the standards hereunder, and, in fact, such vehicle does not comply with the standards hereunder, that vehicle shall forthwith be removed from service by CONTRACTOR and not again be so used until inspected and approved in writing by the City Manager.

3.14 Personnel.

3.14.1 Independent Capacity. CONTRACTOR and the agents and employees of CONTRACTOR in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of CITY.

3.14.2 General Qualifications. To perform its duties under this Agreement, CONTRACTOR shall employ sufficient personnel qualified by reason of education, training and experience to adequately discharge the services agreed to be performed by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR shall provide service of the highest quality at all times, and personnel retained to perform this Agreement will be temperate, competent, and otherwise fully qualified to fulfill the obligations of CONTRACTOR. If any employee is found not to be courteous, or not to be performing services in the manner required by this Agreement, CONTRACTOR shall take appropriate corrective measures.

3.14.3 Uniforms. Employees of CONTRACTOR performing solid waste collection services under this Agreement shall be dressed in clean uniforms with suitable identification, and no portion of this uniform may be removed while working.

3.14.4 Driver Qualifications. All drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

3.14.5 Safety Training. CONTRACTOR shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of solid waste, recyclables, yard waste, and other compostables or who are otherwise directly involved in such collection. CONTRACTOR shall train its employees involved in solid waste, recyclables, yard waste, and other compostables collection to identify, and not to collect, hazardous or infectious waste.

3.14.6 No Gratuities. CONTRACTOR shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for collection of solid waste, recyclables, yard waste, and other compostables under this Agreement.

3.14.7 Non-discrimination. CONTRACTOR shall not discriminate during the performance of this Agreement against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, disability, marital status, or sexual orientation.

3.15 Excused Performance

3.15.1 Natural Disasters. CONTRACTOR's work and service obligations provided herein shall be excused for such time that meeting such obligations is impossible due to a natural disaster or other events outside the control of CONTRACTOR. The standards will also be waived for such time and in such areas that the streets are not in a condition to permit the safe passage of CONTRACTOR's vehicles. CONTRACTOR shall issue a credit memorandum to CITY quarterly for all missed collections excused in this paragraph in excess of two. Strikes and shortages of gasoline and diesel fuel will not be considered natural disasters for purposes of this section.

3.16 Hazardous Waste.

3.16.1 General. If the CONTRACTOR determines that waste placed in any container for collection or delivered to any facility is hazardous or infectious waste or other waste that may not legally be disposed of at the disposal site or presents a hazard to CONTRACTOR's employees, the CONTRACTOR shall have the right to refuse to accept such waste. The CONTRACTOR shall, prior to leaving the premises, leave a red bilingual, Spanish/English tag at least 3" x 6" indicating the reason for refusing to collect the waste, in which case a copy of the tag, along with the address of premises (and the name of the customer, if known) shall be delivered to the City Manager upon request.

3.16.2 Imminent Danger. Hazardous Waste which appears imminently dangerous shall be reported by CONTRACTOR to the Fire Department.

3.16.3 Residential Hazardous Waste Collection. CONTRACTOR shall coordinate with CITY and County to assist in any residential hazardous waste collection by County.

3.17 Insurance

3.17.1 Coverage. CONTRACTOR shall carry public liability insurance for the term of this Agreement in an amount not less than the greater of \$5,000,000 or the minimum amount approved by the Southern California Joint Powers Insurance Authority for each year within the term of this Agreement. CONTRACTOR additionally shall provide Workers' Compensation insurance for its employees or shall have been issued a certificate to self insure in accordance with California state law. All public liability insurance obtained by CONTRACTOR shall name as an additional insured the City of South El Monte, its elected and appointed officers, agents, and employees and shall require that ninety (90) days' written notice be given prior to the reduction or modification of the limits or cancellation or expiration of the policy. The certificate or certificates provided by CONTRACTOR shall show that the required insurance will be in effect at least 30 days in advance of any day CONTRACTOR will perform services under this Agreement. No work shall be done by CONTRACTOR during any period when CONTRACTOR is not covered by insurance as required in this Section. In the event CONTRACTOR does any work while not covered by the insurance, CITY may immediately terminate this Agreement without providing the 30 days' written notice required by section 6.1.

3.17.2 Environmental Liability Policy. CONTRACTOR shall name the CITY as an additional insured to the CONTRACTOR's policy (Exhibit B) for as long as the CONTRACTOR has the policy in force, and the limits of this policy shall be the sole remedy of the CITY for any claims, lawsuits or actions arising from environmental damages or liability. If coverage is not renewed by CONTRACTOR, Section 3.18 below shall be applicable to claims, lawsuits or actions arising from environmental damages or liability. Ninety (90) days written notice shall be given to CITY prior to the reduction, modification, nonrenewal, cancellation or expiration of the policy.

3.18 Indemnification.

3.18.1 General. CONTRACTOR, upon demand by CITY, shall indemnify, defend and save harmless CITY, its elected and appointed officers, agents and employees from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement by CONTRACTOR, including any actions by third parties, whether judicial, administrative or otherwise, including but not limited to, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury or death arising out of or connected with CONTRACTOR's performance of this Agreement or any repair, cleanup or detoxification, or preparation and implementation of any removal, remediation response, or closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous waste at any place where the CONTRACTOR stores or disposes of solid or hazardous waste subject to Section 3.17.2. The foregoing indemnity is intended to operate as an agreement pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code Section 9607(e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify CITY from liability. CONTRACTOR's obligation to indemnify, defend and save harmless the CITY as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel selected by CONTRACTOR with CITY's consent in representing the CITY in connection with any such claims, losses, lawsuits or actions. This provision shall survive the expiration of the period during which collection services are to be provided under this Agreement.

3.18.2 Legal Defense. CONTRACTOR, upon demand by the CITY, made by and through the City Attorney shall indemnify, defend and hold harmless the CITY, its elected and appointed officers, agents and employees from any and all claims, lawsuits or legal actions brought by Solid Waste and Recycling, Inc. or any other third party in any way relating to or resulting from the termination of Solid Waste and Recycling, Inc.'s Agreement with the CITY.

3.18.3 AB 939 Indemnity. CONTRACTOR assumes the responsibility of achieving the CITY's AB 939 landfill diversion goals. If such diversion goals are not met, upon demand by the CITY, CONTRACTOR shall indemnify, defend and hold the CITY harmless from any fines assessed by the California Integrated Waste Management Board (CIWMB) for not meeting the landfill diversion goals of AB 939. CONTRACTOR and CITY shall mutually agree on compliance reports sent to the CIWMB going forward.

3.19 Performance Monitoring and Security.

3.19.1 Compliance with Law and Regulations. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations and shall acquire and maintain all necessary Federal and State permits and licenses necessary for the performance of this Agreement.

3.19.2 Right to Observe Operations. The City Manager or designee shall have the right to observe and review CONTRACTOR's operations. CITY shall also have the right to enter CONTRACTOR's premises at all reasonable hours and with reasonable notice for the purposes of such observation and review.

3.20 Performance Bond. A performance bond in the amount of \$250,000 shall be procured by the CONTRACTOR to be executed by a surety company licensed to do business in this State, and which shall be renewed annually on January 2 of each year. The original bond shall be obtained by the CONTRACTOR and shall be approved by the CITY prior to performance of any work under this Agreement. The CONTRACTOR shall renew the bond annually and file the renewal with the City Clerk at least thirty (30) days prior to the termination of the existing bond.

3.21 Telephone Service. CONTRACTOR shall maintain private, toll-free telephone access to all customers in the CITY. The telephone shall be staffed by a responsible employee of CONTRACTOR between the hours of 7 a.m. and 5 p.m., Monday through Friday, and 7 a.m. to Noon on Saturday, Sundays and holidays excepted. An answering machine shall be used at the same number during all other hours. CONTRACTOR will provide the CITY with home phone numbers of key employees for emergencies.

3.22 Complaints. CONTRACTOR shall investigate and remedy all service complaints within one business day of the time the complaint was received by CONTRACTOR.

3.23 Transfer of Loads on Public Streets. CONTRACTOR shall not transfer the load from one solid waste collection vehicle to another on any public street or road unless such transfer is essential to the method of operation and is approved by the City Manager, or is necessary owing to mechanical failure or accidental damage to a vehicle.

3.24 City Facilities. The CONTRACTOR will be required to provide, at no cost to the CITY, solid waste collection services for all CITY owned buildings, parks and other facilities. In addition, CONTRACTOR must collect, at a frequency established by the City Manager, all solid waste deposited in City-supplied solid waste disposal containers placed throughout the CITY on sidewalks and other locations as set out in Exhibit C.

3.25 Commercial and Industrial Premises. The CONTRACTOR shall make arrangements with each commercial and industrial customer concerning the size of solid waste disposal container and frequency of collection required by the business. CONTRACTOR shall collect all solid waste and miscellaneous debris placed for collection meeting the provisions of this Agreement.

3.26 Service Exceptions; Hazardous Waste Notifications

3.26.1 Failure to Collect. When solid waste is not collected from a service recipient, CONTRACTOR shall notify the resident or the person in charge of day-to-day operations of the

Commercial Premises at the time collection is not made, through the use of a "tag" or otherwise, of the reasons why the collection was not made.

3.27 Solid Waste Management Plan.

3.27.1 CONTRACTOR's obligations hereunder shall include, without limitation, the development, in cooperation with the CITY, of public education and information programs relating to such policies and plans. The direct costs of implementing such programs shall be borne by CONTRACTOR.

3.27.2 CONTRACTOR further agrees to cooperate with the CITY, and with its consultants, in collecting and submitting such information and data as may be required for the further preparation and implementation of the CITY's solid waste management plan, all at no cost or expense to the CITY.

ARTICLE IV
CITY OBLIGATIONS

4.1 No Agreements. CITY shall not let any agreement to, nor enter into any agreement with any other person, firm or corporation for the performance of the service herein required to be performed by CONTRACTOR, after the date the CITY enters into this Agreement, except as otherwise provided herein. Section 13.12.070 of the South El Monte Municipal Code prohibits any person or business in the CITY from entering into a separate agreement for solid waste collection services with a vendor other than CONTRACTOR. CITY hereby agrees to use its best efforts to enforce the terms of this Agreement by appropriate ordinances and reasonable enforcement thereof.

4.2 Gardeners. The exclusive right referred to in Section 4.1 hereof shall not preclude the hauling or disposal of grass clippings, prunings, trees or other discarded materials from a private residence in connection with a separate and distinct business operation, such as a tree trimming, gardening, or other contracting enterprise.

4.3 Occasional Collection and Disposal By Residential Householder. Nothing in this Agreement shall prevent a residential householder as defined in Subsection 2.21 from occasionally collecting and disposing of solid waste or miscellaneous debris from his or her residential premises.

4.4 Government Entities - The exclusive right referred to in Section 4.1 shall not apply to any property owned by any Federal or State governmental entity.

ARTICLE V
RATES, BILLING AND PAYMENT

5.1 General Provisions. The following provisions shall govern during the entire term of the Agreement:

5.1.1 Sale of Accessories. Under no circumstance shall CONTRACTOR require customers to buy bags, cans, bins or other containers from CONTRACTOR as a pre-condition for collection of solid waste under the terms of this Agreement.

5.2 Rates

5.2.1 Residential Rates. CONTRACTOR shall provide service to residential customers free of charge, except as provided in Sections 3.4.2, 3.7.1, and 3.7.2 herein.

5.2.2 Commercial/Industrial Rates. The rates for commercial and industrial solid waste collection are set forth in Exhibit D. The rates shall be effective October 1, 2000.

5.3 Rate Adjustment

5.3.1 Gross Rate Adjustment. Commencing October of 2001, for commercial and industrial premises, the CONTRACTOR may apply for an adjustment of the rates set forth in Exhibit A. The CONTRACTOR may submit an application for rate review not more than once annually. The complete application, in the format reasonably prescribed by the City Manager, shall be submitted not later than September 30 for the period starting the following January 1. The CITY will take action on the request as soon as possible and will complete the process by November 25, provided all required information has been submitted.

5.3.2 Rate Adjustment Formula. The City Manager shall automatically approve a gross rate adjustment of 75% of the percentage increase in the Consumer Price Index (CPI) for the previous 12-month period (September through August) for All Urban Consumers in the Los Angeles-Anaheim-Riverside area. Provided, however, that such automatic adjustment shall not exceed 8% of the existing gross rate.

5.3.3 Tipping Fee Adjustment. The procedure for adjustments based upon an increase in Tipping Fees is set forth in Exhibit A.

5.3.4 Special Interim Rate Review. The CONTRACTOR may apply to the City Council for consideration of a special interim rate review should an event or circumstance arise which jeopardizes the economic operation of the CONTRACTOR. A special application may be considered at the option of the City Council if:

1. An event or circumstance occurs which was not reasonably foreseen, and is extraordinary and not a usual business risk of the CONTRACTOR, or
2. An event or circumstance occurs which is beyond the control of the CONTRACTOR, or

3. It is necessary for the CONTRACTOR to make a substantial change in its operation, or substantial capital investment in order to perform its obligations under this Agreement or meet the requirements of applicable law, or
4. Changes to operations are mandated by the State or Federal government.

Also, the CONTRACTOR may apply for rate review and adjustment for changes in disposal methods or sites mandated or authorized by any higher political body which may now or in the future have legal jurisdiction. The City Council or City Manager may initiate a special, interim rate review at its option.

5.4 Billing

5.4.1 Authority to Collect Fees. In consideration of the services and promises of the CONTRACTOR, the CITY hereby delegates to the CONTRACTOR the right and authority to collect from the persons serviced by CONTRACTOR for the fees for such service as is provided by this Agreement.

5.4.2 Collection. The CONTRACTOR agrees that it shall neither charge nor collect any sum or sums in excess of, or in addition to, the amounts specified in this Agreement for any solid waste collection services made pursuant to this Agreement. The CONTRACTOR agrees that the CITY shall be under no obligation to collect or to enforce collection of any sums due to the CONTRACTOR for services rendered under this Agreement except as specifically provided in this Agreement or in the Municipal Code, and CONTRACTOR does hereby release the CITY from any and all liability for the payment of any sum or sums which may become due to the CONTRACTOR for the collection or removal of solid waste under the terms of this Agreement.

5.4.3 Mailings. CONTRACTOR also agrees to insert with any mailings that employ envelopes, at CITY's expense for the incremental cost, mailers describing activities of the CITY not related to solid waste management issues. CONTRACTOR agrees to insert with any mailings that employ envelopes, at CONTRACTOR's expense, messages related to solid waste management issues. These messages shall include but are not limited to route maps, pick-up times, collection rules, holidays, and similar information. The language of any such messages shall be reviewed and approved by the City Manager prior to their distribution. All messages shall include bilingual text (English and Spanish). CONTRACTOR will provide not less than thirty (30) days notice to the City Manager prior to the mailing date of any proposed mailing to permit CITY to make appropriate arrangements for the inclusion of the CITY's materials. The City Manager will provide CONTRACTOR the CITY mailers at least five (5) working days prior to the mailing date.

5.4.4 Computer Listing. The CONTRACTOR shall maintain computer listings of the billings and receipts, each in chronological order, for a period of three (3) years after the date of service for inspection by CITY. The CONTRACTOR may, at its option, maintain those records in

computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

5.4.5 Billing Format. The City Manager shall have the right to request changes to the billing format to itemize certain appropriate charges or to otherwise reasonably clarify the billing. The CONTRACTOR will cooperate with the CITY to revise its billing format as necessary to itemize appropriate charges from time to time. However, once any billing format is approved by the City Manager, if any future changes to the billing format result in substantial costs, those costs may be recovered by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall not itemize the franchise fee except with the written consent of the City Council.

5.5 Collection Procedures for Commercial Accounts.

5.5.1 All new commercial accounts are required to fund a security deposit equivalent to one (1) month's service.

5.5.2 Commercial accounts are billed monthly on the first day of each month for that month's service.

5.5.3 Payment terms are net thirty (30) days. Payments not received within thirty (30) days are considered delinquent.

5.5.4 If delinquent payments are not received within sixty (60) days, service will be stopped. (A notice/warning of a pending stop service will be delivered to delinquent accounts no less than 72 hours prior to such stoppage.)

5.5.5 After service is stopped, the account will be referred to the CITY's Code Enforcement Division.

5.5.6 If no payment is received within fifteen (15) days after referral to Code Enforcement, the account will be canceled, the security deposit will be credited against the past due balance and any remaining balance will be submitted to a collection agency.

5.6. Late Charges. CONTRACTOR shall be entitled to charge each customer late charges for the non-payment of any bill following thirty (30) days from the last day of the month for which the services were rendered. However, CONTRACTOR shall not charge late charges for any portion of the bill that is for prepayment of services until such time as the payment has become delinquent for thirty (30) days for services rendered. For example, if CONTRACTOR bills in advance for the months of January, February and March, and no payment is received during the month of January, a late charge would be assessed for the month of January only. Late charges cannot be charged for the period of time for which the services have not yet been rendered but, may be assessed thirty (30) days following the rendering of such service, if it is also thirty (30) days beyond the payment date of the billing.

5.6.1 The late charges to be charged hereunder are the maximum amount allowed by law on such billings for each period of delinquency on commercial/industrial accounts.

5.7 Mandatory Service. CONTRACTOR shall provide, and all premises shall accept, the services provided pursuant to this Agreement. CONTRACTOR may discontinue service for non-payment of fees set forth herein.

ARTICLE VI BREACH AND TERMINATION

6.1 Failure to Perform

6.1.1 Material Breach. All terms and specifications of this Agreement are material and binding, and failure to perform any portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any fashion, CITY may, at its option, terminate the Agreement not less than thirty (30) days after written notification to CONTRACTOR of the violation and failure by CONTRACTOR to remedy the violation within said time. In the event any breach does not result in termination, but does result in costs being incurred by CITY, said costs shall be charged to CONTRACTOR.

6.1.2 Right to Possession. In the event of termination of this Agreement, CITY shall have the right to take possession of all the CONTRACTOR's equipment, facilities and records used to perform the contracted services until such time that such items can be acquired by CITY for operation of the system, or until another contractor is engaged to perform the service. CITY shall pay CONTRACTOR the reasonable rental value of such equipment during the term of its use. CITY shall also have the right to purchase from CONTRACTOR all equipment, facilities and records necessary for performance of said service, at the fair market value of such items.

6.1.3 Cumulative Rights. The CITY's rights of termination shall not be exclusive but shall be cumulative and in addition to any other rights or remedies provided hereunder or pursuant to law.

ARTICLE VII ASSIGNMENT

7.1 Assignment of Contract. CONTRACTOR shall not convey, assign, sell, subcontract or otherwise delegate authority to perform any portion of this Agreement without the prior express written consent of CITY as expressed by written Resolution of the City Council. Neither shall any interest in this Agreement or any right or privilege accruing to CONTRACTOR under the terms of this Agreement be so assigned. In the event of any assignment duly authorized by CITY, the assignee shall assume the liability of the CONTRACTOR.

7.2 Transfer of Stock or Interest. No sale, gift, dissolution, merger, consolidation, or transfer of stock of CONTRACTOR which shall result in change in control of CONTRACTOR (other than a family member) during the term of this Agreement shall be made without prior approval of the City Council.

7.3 Bankruptcy. If CONTRACTOR shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by or against CONTRACTOR, and not dismissed within sixty (60) days or if CONTRACTOR shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of CONTRACTOR shall be appointed in any suit or proceeding brought by or against CONTRACTOR, or if CONTRACTOR shall make an assignment for the benefit of creditors, then and in each and every such case, this Agreement shall immediately cease, terminate, and be canceled upon written notice by CITY and without the necessity of suit or other proceeding.

7.4 Eligibility for Assignment or Transfer. CONTRACTOR acknowledges that it was eligible to be awarded this Agreement because CONTRACTOR meets certain criteria. CONTRACTOR agrees and acknowledges that CITY will not approve an assignment or transfer of ownership to a company failing to meet the same criteria, which are listed below:

7.4.1 Large national organizations will not be considered.

7.4.2 The firm must already be providing service within the surrounding geographical area. The firm must have an excellent record of performance within its service areas.

7.4.3 The firm shall be large enough, with sufficient resources and up-to-date equipment to handle the work and meet the franchise requirements of the City of South El Monte.

ARTICLE VIII MISCELLANEOUS

8.1 Construction. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa and the masculine gender includes the feminine and neuter and vice versa.

8.2 Severability. If any part of this Agreement is invalid, the remaining terms and conditions shall not be affected unless their enforcement under the circumstances would be unreasonable, inequitable or otherwise frustrate the purposes of this Agreement.

8.3 Independent Status. CONTRACTOR is an independent entity and not an officer, agent, servant or employee of CITY. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between CITY and CONTRACTOR, nor an arrangement for the disposal of Hazardous Substances. Neither

CONTRACTOR nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to CITY employees.

8.4 Law to Govern; Venue; Jury Trial Waiver. The laws of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California. CONTRACTOR waives its right to jury trial.

8.5 Fees and Gratuities. CONTRACTOR shall not, nor shall it permit any officer, agent or employee to, request, solicit, demand or accept, either directly or indirectly, any gratuity for the collection of solid waste required to be collected under this Agreement.

8.6 Amendments. All amendments to this Agreement shall be in writing duly executed by the parties. Purported oral amendments shall be void and of no force and effect.

8.7 Joint Drafting. This Agreement was drafted jointly by the parties to this Agreement.

8.8 Privacy.

8.8.1 General. CONTRACTOR shall strictly observe and protect the trade secrets and rights of privacy of service recipients. Information identifying individual service recipients, or the composition or contents of a service recipient's Solid Waste shall not be revealed to any person, governmental unit, private agency or company unless upon the authority of a court of law, by statute or upon valid authorization of the service recipient. This provision shall not be construed to preclude CONTRACTOR from preparing, participating in, or assisting in the preparation of Solid Waste Characterization Studies or waste stream analysis which may be required by AB 939.

8.8.2 Mailing Lists. CONTRACTOR shall not market or distribute mailing lists with the names and addresses of service recipients.

8.8.3 Privacy Rights Cumulative. The rights accorded service recipients pursuant to this Section shall be in addition to any privacy rights accorded service recipients pursuant to federal or state law.

8.9 Captions and References. The captions of the paragraphs and subparagraphs of this Agreement are solely for convenience of reference, and shall be disregarded in the construction and the interpretation of this Agreement. References herein to a paragraph or subparagraph are to the paragraphs and subparagraphs of this Agreement.

8.10 Time of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

8.11 Oral Modifications. This Agreement supersedes all prior proposals, agreements and understandings between the parties and may not be changed or terminated orally, and no change or termination of, or attempt to waive, any of the provisions hereof shall be binding unless in writing and signed by the parties against whom the same is sought to be enforced.

Executed the date and year hereinabove stated.

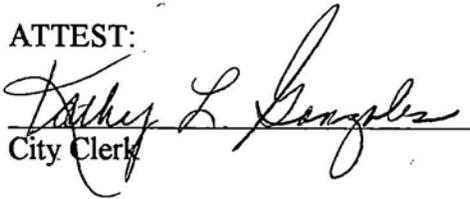
ATHENS SERVICES

By



ATTEST:

City Clerk



CITY OF SOUTH EL MONTE



Art Olmos, Mayor

APPROVED AS TO FORM

William A. Vallejos, City Attorney

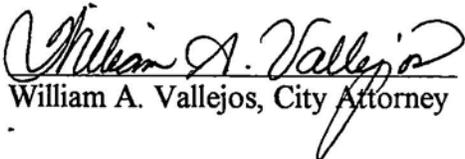


EXHIBIT A

TIPPING FEE ADJUSTMENT PROCEDURE

Any adjustment to rates requested as a result of a change in tipping fees charged the Contractor for the disposal of solid waste shall be calculated according to the following provisions.

The monthly rate may be adjusted upward or downward due to the Contractor's increased or decreased costs resulting from changes in the tipping fees at the MRF, including any duly authorized fees, assessments or taxes to be collected along with tipping fees.

Upon receipt of notice of such an increase or decrease, Contractor shall notify the City Manager orally as soon as possible and in writing within seven (7) days of the notification of the increase or decrease. Along with such notification, Contractor shall provide a revised schedule of rates showing the effect of any such increase or decrease on the monthly rate per class of service, and the applicable percentage increase to the gross rate so that application of the franchise fee to the adjustment does not result in a loss to the Contractor. Contractor shall confirm that the ultimate disposal location (landfill) chosen by Contractor is the most cost-effective for tipping costs giving due consideration to the impact on operating and hauling costs. Contractor shall provide any additional information requested by the City Manager or City Council at that time.

When the City Manager receives such notice, he shall place notice of any such an increase upon the agenda for the next regularly scheduled City Council meeting (or as soon thereafter as feasible) as an information item. At that meeting, the City Council may review the proposed increase and review the reason(s) for the change with the Contractor. However, the City Council shall not deny any such increase unless it questions the authority of the landfill operator or another political body to impose such an increase, fee, assessment or tax or finds that any increase is not cost-effective because of Contractor's designation of a disposal facility.

Once reviewed by the City Council, any increase shall be effective as of its effective date to Contractor. Contractor shall notify all customers in advance of such an increase by utilizing notices in billings, the news media and other appropriate means. City Manager and Contractor shall work together to determine the appropriate form of notification.

Contractor shall implement any decrease upon its effective date without City Council review or approval.

ATHENS DISPOSAL COMPANY

Confirmation Advice

Insurer (Placement)	Policy Number	Form Number	Renewal of Policy Number
AIG	PLS 4761863	N/A	N/A

Parent Organization Athens Services

Policy Term January 26, 2000 (12:01 AM) to January 26, 2010 (12:01 AM)

Coverage Description Pollution Legal Liability

Limit (per loss / claim, annual aggregate, including defense costs) \$10,000,000

Retentions \$50,000 Per Incident

Term Premium

Important Notes

- This policy contains a **Claims-Made** provision which means the policy only responds to claims made and reported during the policy period. Claims under this policy must be submitted by **INSURED** to **INSURER** within the policy period. Be aware that late reporting could result in denial of coverage by the Insurer.
- In addition, this Directors & Officers Liability policy is placed with **INSURER** which is not admitted or licensed by the State of California, per **INSURED's** request. As such, Insureds under this policy are not protected by the California Guaranty Fund in the event this insurer becomes insolvent.

Reporting Requirements

Send all "Notice of Claims" as soon as practicable and per policy provisions to: See Claim Form Attached

Exhibit C

City Facilities Receiving Free Service

<u>Account Name</u>	<u>Service Address</u>
So El Monte City Community Center	1530 Central Avenue
So El Monte City Senior Center	1556 Central Avenue
So El Monte City Mini Center	1824 Central Avenue
So El Monte City Yard	1900 Central Avenue
Sidewalk Pole Mount - SEM	1950 Central Avenue
Sidewalk Pole Mount - SEM	2604 Chico Avenue
Sidewalk Pole Mount - SEM City	1712 Durfee Avenue
Sidewalk Pole Mount - SEM City	1950 Durfee Avenue
Sidewalk Pole Mount - SEM City	2009 Durfee Avenue
Sidewalk Pole Mount - SEM	9417 Garvey Avenue
Sidewalk Pole Mount - SEM	9510 Garvey Avenue
Sidewalk Pole Mount - SEM City	9757 Garvey Avenue
Sidewalk Pole Mount - SEM City	9803 Garvey Avenue
Sidewalk Pole Mount - SEM	2003 Rosemead Blvd.
Sidewalk Pole Mount - SEM City	10300 Rush Street
Sidewalk Pole Mount - SEM City	10431 Rush Street
Sidewalk Pole Mount - SEM	10839 Rush Street
Sidewalk Pole Mount - SEM	9754 Rush Street
Sidewalk Pole Mount - SEM	9759 Rush Street
So El Monte City Hall	1415 Santa Anita Avenue
So El Monte City Hall	1415 Santa Anita Avenue
So El Monte City Shively Park	1402 Lerma Road
So El Monte City Temple Park	1450 Lidcombe Avenue

EXHIBIT D

**South El Monte
MRF Rates**

	<u>Disposal</u>	<u>Service</u>	<u>New MRF Net Rate</u>	<u>MRF Gross Rate</u>
3yds 1 time	40.75	65.49	106.24	114.73
3yds 2 times	81.49	93.96	175.45	189.49
3yds 3 times	122.24	122.48	244.72	264.29
3yds 4 times	162.99	148.98	311.97	336.93
3yds 5 times	203.73	176.49	380.22	410.64
2yds 1 time	27.16	54.31	81.47	87.99
2yds 2 times	54.33	67.94	122.27	132.05
2yds 3 times	81.49	104.98	186.47	201.39
2yds 4 times	108.66	148.09	256.75	277.28
2yds 5 times	135.82	164.81	300.63	324.68
1.5yds 1 time	20.37	46.56	66.93	72.29
1.5yds 2 times	40.75	61.62	102.37	110.55
1.5yds 3 times	61.12	73.62	134.74	145.52
Proposed Roll-off:	227.30	174.06	401.36	433.47

Bins: 138 lbs/cuyd
\$ 45.46 \$/MRF'd ton

RESOLUTION NO. 99-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SOUTH EL MONTE, CALIFORNIA, APPROVING THE
ASSIGNMENT OF THE AGREEMENT FOR SOLID WASTE
COLLECTION FROM MODERN SERVICE TO ATHENS
SERVICES

WHEREAS, the City of South El Monte entered into an exclusive Agreement for Solid Waste Collection Services (hereinafter, "Agreement") with DICK GRIEGORIAN, a sole proprietorship, d/b/a MODERN SERVICE COMPANY (hereinafter, "Modern Service") on December 28, 1984; and

WHEREAS, ARAKELIAN ENTERPRISES, Inc. d/b/a ATHENS SERVICES (hereinafter, "Athens Services") has acquired Modern Service and wishes to continue to do business as the exclusive solid waste collector in the City of South El Monte; and

WHEREAS, Article VII, page 23, of the Agreement authorizes assignment of the Agreement which shall not be unreasonably withheld by the City; and

WHEREAS, certain findings must be made in order to provide for the assignment of the Agreement from Modern Service to Athens Services.

NOW, THEREFORE, the City Council of the City of South El Monte does hereby resolve:

SECTION 1: That pursuant to Section 7.4, Article VII of the Agreement that ARAKELIAN ENTERPRISES, INC dba ATHENS SERVICES is eligible for assignment of the Agreement by reason of meeting the following criteria:

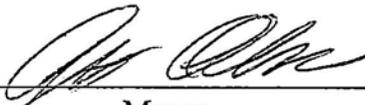
- A. That Athens Services is not a large national organization. Athens Services is a family-owned business based in the San Gabriel Valley; and
- B. That the firm already provides service within the surrounding geographical area and that the firm has an excellent record of performance within its' service areas. City Staff called to verify references and received favorable customer service comments from the respective cities; and
- C. That the firm is large enough with sufficient resources and up to date equipment to handle the work and meet the franchise requirement of the City of South El Monte. Athens Services has more than an adequate asset base, resources and equipment to handle the work required in the City.

SECTION 2. That by approving this Resolution, the City Council of the City of South El Monte does hereby affirm and approve the assignment of the Modern Service's Agreement to Athens Services.

Resolution No. 99-19
April 13, 1999
Page Two

SECTION 3. That this Resolution and any and all documents, including amendment of the Agreement, necessary to effectuate the assignment of said Agreement may be executed by the Mayor.

PASSED, APPROVED AND ADOPTED this 13th day of April, 1999.



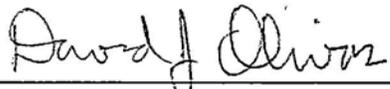
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Kathy L. Gonzales, City Clerk of the City of South El Monte, California, do hereby certify that the foregoing Resolution, being Resolution No. 99-19, was passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 13th day of April, 1999, and that said Resolution was adopted by the following vote:

AYES: Figueroa, Lujan, Pardo, Perez, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None



City Clerk