MEMORANDUM OF UNDERSTANDING IN RE SOLID WASTE HANDLING, RECYCLING AND HOUSEHOLD HAZARDOUS WASTE PROGRAM AGREEMENTS

This "MEMORANDUM OF UNDERSTANDING IN RE SOLID WASTE HANDLING, RECYCLING AND HOUSEHOLD HAZARDOUS WASTE PROGRAM AGREEMENTS" ("MOU" or "Agreement") is made this 7 th day of JULY, 2022, by and between the City of La Cañada Flintridge, a California general law municipality ("**City**"), and Arakelian Enterprises, Inc., d.b.a. Athens Services, a California Corporation ("**Contractor**"). City and Contractor are occasionally herein each referred to as a "party" and collectively as the "parties".

WHEREAS, the City is obligated to protect the public health and safety of the residents and businesses of the City of La Cañada Flintridge, and collection of solid waste and recyclables should be undertaken in a manner consistent with the exercise of the City's obligations for the protection of public health and safety; and

WHEREAS, Contractor in an authorized waste hauler in the City who provides collection, handling, transportation and processing services in the City for solid waste and recyclables. Contractor's solid waste/recyclables services are memorialized in a number of agreements between the parties, including without limitation:

1. City entered into separate agreements for solid waste hauling services in the commercial and residential zones of the City with Contractor in 2001 (the "Commercial Contract") and July 1, 2010 (the "Residential Contract"), respectively.

2. City and Contractor have entered into seven previous amendments to the Commercial Contract. The Commercial Contract termination date was June 30, 2021.

3. City and Contractor have entered into four previous amendments to the Residential Contract.

4. City and Contractor have entered into seven previous amendments to the Commercial Contract.

5. The Contracts have been extended on a month-to-month basis to June 30, 2022.

6. Such instruments are herein collectively referred to as the "**Waste Services Agreements**;" and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (the "Act") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, City and Contractor are mindful of new laws adopted by the State of

California intended to divert recyclables and organic materials from being landfilled. AB 341 mandates that commercial waste generators arrange for recycling services. AB 1826 mandates that commercial waste generators recycle their organic waste. AB 1594 will end the practice of excluding organic material used as Alternative Daily Cover (ADC) from the calculation of a jurisdiction's total per capita amount of waste disposed. SB 1383 allows the Department of Resources Recycling and Recovery (CalRecycle) to implement new regulations on local jurisdictions if significant progress has not been made in certain waste reduction goals; and

WHEREAS, on November 16, 2021, the City Council adopted new Chapter 9.15 ("Specific Regulations For Organic Waste Disposal Reduction, Recycling, And Solid Waste Collection") into the City of La Cañada Flintridge Municipal Code ("**LCFMC**") in order to implement City regulations specific to implementing compliance with SB 1383; and

WHEREAS, in order to promptly implement those new laws and regulations in effect as of July 1, 2022, the parties hereby agree that Contractor will immediately implement, or to the extent already implemented continue to conduct, its solid waste and recyclables collection services in compliance with the mandates of AB 341, AB 1826, AB 1594, SB 1383 and LCFMC Chapter 9.15.

NOW, THEREFORE, in consideration of the premises above stated and the terms, conditions, covenants and agreements contained in this Agreement, the Parties do hereby agree as follows:

1. Term of this MOU. The term of this MOU shall take effect on July 1, 2022 and be effective on a month-to-month basis until June 30, 2023 (the "**Term**"). Notwithstanding any term or expiration stated in any and each of the Waste Services Agreements, each of such agreements is hereby extended for a period commensurate with the Term hereof, unless further extended.

2. Collection Hours. Contractor will perform Residential Collection only between 6:30 a.m. and 8:00 p.m. Monday through Friday, and 9:00 a.m. and 8:00 p.m. Saturday. Contractor will not perform Collection on Sunday, except upon City request.

3. Implementation of SB 1383 Compliance. Contractor shall commence implementation of the City's SB 1383 Organic Waste Collection Program in the City, as specified in *Exhibit A* attached hereto and incorporated as though fully set forth herein, with respect to the Solid Waste collected by Contractor. Such services are specified, in compliance with LCFMC Chapter 9.15, and to the extent addressed in Exhibit A, Contractor is hereby designated as City's "Designee" as such phrase is defined in LCFMC Chapter 9.15.

a. Terminology used in this Agreement is to be construed in harmony with those terms and definitions in LCFMC Chapter 9.15. In the event of any programmatic, operational or interpretational conflicts between the programs outlined in LCFMC Chapter 9.15 and the terms of any Waste Services Agreement(s), the terms, definitions and programs set forth in LCFMC Chapter 9.15 shall control.

b. Contractor shall provide City with access reporting software for purposes of meeting SB 1383 reporting requirements. Contractor agrees that all City-related data processed,

maintained or reported through such system shall be readily-accessible to, and owned by, City.

c. Facility Selection. Pursuant to the requirements of SB1383 and the "Facilities" requirements in Exhibit A, the Hauler shall transport any Source separated green container waste to (i) a hauler-designated Organic Waste Processing Facility, or (ii) a hauler-designated Transfer Facility for Transfer and Transport to a hauler-designated Organic Waste Processing Facility.

4. Other Program Service to be Undertaken by Contractor. In addition to the programs outlined herein, and in the Waste Services Agreements (to the extent not otherwise superseded by this MOU and LCFMC Chapter 9.15), Contractor shall immediately implement and undertake the following:

a. *Organic Waste Processing*: Commencing as of the start of the Term, Contractor shall no longer use Green Waste or other Organic Waste collected by Contractor in the City as alternative daily cover ("ADC") at a landfill. Thereafter, Contractor shall compost all Source Separated Green Container Waste collected by Contractor in the City that are reasonably capable of being composted or otherwise recycled. Contractor reserves the right however, upon advance notice to the City, to anaerobically digest or deliver to a sanitary water treatment facility all or a portion of the Food Waste collected by Contractor in the City.

b. *Compost Procurement*: Contractor shall provide the City free of charge up to, 250 tons of loose compost annually, or shall place the compost in bags as the City may request, at a time and location agreed upon by the parties in writing. Compost must be made from California recovered organic waste [per 14 CCR Section 18982(a)(60)] and must be produced at facilities or operations in California. In addition, the Contractor shall provide two free mulch or compost giveaways each year at a location in the City mutually agreed upon in writing between Contractor and City.

5. Contractor Rates During Term Hereof. In addition to current rates charged under the Waste Services Agreements, Contractor (i) may, at its sole discretion, adjust such rates to compensate Contractor for additional services provided in accordance with this MOU and (ii) charge each owner, tenant, lessee or occupant of a single-family residence, multi-family premises unit, and each commercial or other roll off customer of Contractor within the geographic boundaries of the City, and industrial or other roll-off customer, rates for Contractor's services for the following:

a. *Contamination Fee*: Contractor shall collect containerized materials as recyclables, green waste, organic waste or as solid waste and Contractor shall undertake all contamination protocols set forth in Exhibit A and LCFMC Chapter 9.15.150.D.1, 9.15.150.D.2, and 9.15.150.D.3. Contractor may charge customers in violation of contamination protocols a contamination service charge. Contractor shall document contamination with still pictures or video and will notify the customer of the contamination through applying a cart tag, by electronic communication, or phone call. Contractor shall provide City with the documentation of all contaminated carts through the quarterly reports to the City.

6. Assignability. No party to this Agreement shall assign or transfer any interest nor performing any duties or obligations, without the prior written consent of the other parties, and any attempt by a party to so assign or transfer this Agreement or any rights, duties or obligations arising shall be void and of no effect.

7. Continuing Effect. Except as expressly modified or amended by this Agreement, all terms and provisions of the Waste Services Agreements shall remain in full force and effect unless otherwise superseded by this Agreement. In the case of a conflict in meaning between the Waste Services Agreement and this Agreement, this Agreement shall govern and prevail.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the Effective Date.

COMPANY:

Arakelian Enterprises, Inc., d.b.a. Athens Services,
a California Corporation

By: _____
RON ARAKELIAN III, EXECUTIVE OFFICER

CITY:

THE CITY OF La Cañada Flintridge

By: _____
Mark R. Alexander, City Manager

APPROVED AS TO FORM
Aleshire & Wynder

By: _____
Adrian Guerra, City Attorney

Exhibit A

Topic	Responsible Party	Notes
Residential Collection Single Family Generators	Hauler	Per LCFMC 9.15.040 and the Residential Services Contract 4.01.a, Haulers shall provide a three-container, source separated system in which: • Green Container is for Source Separated Green Container Organic Waste • Blue Container is for Source Separated Blue Container Organic Waste • Gray Container is for Grey container waste. Per LCFMC 9.15.030 and 14 CCR Section 18982(a)(28), the Gray Container may actually be black, or black with a gray lid. Source Separated Green Container Organic Waste and Source Separated Blue Container Organic Waste are defined in LCFMC 9.15.030. Source Separated Green Container Organic Waste may be placed into compostable paper bags to ease collection; however, compostable plastic bags will not be accepted.
Commercial Collection	Hauler	Per LCFMC 9.15.050, Haulers shall provide a three-container, source separated system for Commercial entities in which: • Green Container is for Source Separated Green Container Organic Waste • Blue Container is for Source Separated Blue Container Organic Waste • Gray Container is for Grey container waste. Per LCFMC 9.15.030 and 14 CCR Section 18982(a)(28), the Gray Container may actually be black, or black with a gray lid. Source Separated Green Container Organic Waste and Source Separated Blue Container Organic Waste are defined in LCFMC 9.15.030. Source Separated Green Container Organic Waste may be placed into compostable paper bags to ease collection; however, compostable plastic bags will not be accepted.
Multi-Family Collection	Hauler	Multi-Family Collection will comply with Commercial Collection requirements, (Definition of Multi-Family: LCFMC 9.15.030 & Regulations: LCFMC 9.15.050)
Residential Collection Containers	Hauler	All containers must meet the law's specific color requirements by **January 1, 2027**, and when purchasing new containers after January 1, 2022. All Haulers must provide at Customer's request and expense bear proof green carts starting July 1, 2022. Any bear proof carts must meet the color and labeling requirement of SB1383.
Container Labels	Hauler	Commencing January 1, 2022, all new containers shall have a graphic-based labels identifying the acceptable materials permitted within each cart. These Labels will be hot-stamped into the container. For existing carts, Hauler will provide sticker graphic-based labels that identify acceptable materials by ***July 1, 2023.***

Exhibit A

Facilities	Hauler	Haulers will identify the facilities where all source separated waste streams will be processed pursuant to LCFMC 9.15.090. Mixed waste stream facilities will be accepted, if the facilities meet the High Diversion Organic Waste Processing Facility requirements of SB1383 (14 CCR Section 18982(a)(33)). Hauler will be required to ensure that the facilities meet the State's diversion requirements at all times or must provide alternate facilities that meet these requirements. **Haulers are to have agreements in place with facilities to ensure capacity for the City.** The established capacity will be at least ten percent above the sum of the existing average annual collection for each type of generator for the year preceding times the number of generators currently serviced, for each generator type. $Capacity > 1.1 \sum^{type} Avereage\ Annual\ Generation_{type} \times Numer\ of\ Generators_{type}$ Haulers will provide the capacity agreements as a part of record keeping.
Route Reviews	Hauler	Route Review Subscription and Participation and Contamination Monitoring will be conducted by the Hauler. The Hauler will conduct Route Reviews that include determinations of appropriate subscription and participation in material separation and recovery programs and inspection of the contents of Customers' Collection Containers for Prohibited Container Contaminants in a manner such that a minimum of fifty percent (50%) of Containers on each and every Hauler Route are inspected annually. Route reviews should be conducted at least quarterly. Upon determining that a customer is not subscribed to and/or participating in appropriate material separation and recovery programs, the Hauler will notify the Customers of these requirements and available services to rectify the situation. Upon finding Prohibited Container Contaminants in a Container, the Hauler will notify the Customers of contamination, and contaminated material will not be collected. The Customer will need to rectify the situation and contact the hauler for additional collection at the Customer's expense. The hauler may impose a contamination fee. The Hauler will maintain records and report to the City monthly on all monitoring activities and actions taken. Repeated violations should be reported to the City for additional enforcement through LCFMC 9.15.150.

Exhibit A

Waivers (for Commercial and Multi-Family Customers)	City	City has established guidelines for waivers in LCFMC 9.15.060 Upon reasonable belief that a Generator may qualify for a de minimis or physical space waiver, the Hauler may submit a request to the City to grant a waiver to the Generator, provided that adequate evidence of the de minimis or physical space waiver requirements specified in 14 CCR Section 18984.11 is included with the request. The City will review and approve or deny the waiver request. The request for consideration of a waiver shall include the Generator's name and address, type of Commercial Business or number of Multi-Family units if Customer is a Multi-Family premises, reasons Generator may be eligible for the waiver, and evidence such as, but not limited to: Service Level data, photo documentation, weight records, and technical assistance assessment results.
Record Keeping and Reporting	Hauler/City	The Hauler will provide all records necessary to demonstrate compliance with SB 1383 and support the City by providing the data needed for submissions to CalRecycle in a timely manner. Any data provided by the hauler will become the City's property. Data must be provided in an open format (non-proprietary) which may be easily exportable, reviewed, analyzed, and edited. The Hauler will provide the City with an administrator account for any software used to track compliance at no cost to the City.
Enforcement	City	The City will be responsible for all enforcement of the City's Solid Waste Ordinances as adopted in LCMFC Chapters 9.12, 9.14, and 9.15, except those provisions in sections 9.15.150.D.1, 9.15.150.D.2., and 9.15.150.D.3. Hauler will support the City's efforts by documenting lack of subscription and/or participation in appropriate services and contamination cases and making the City aware of any violation that occurs during regular service collection.
Implementation Record	City	City will be responsible for the maintaining the required implementation record and submittal of required annual and other reports to CalRecycle. The Hauler will provide all records to demonstrate compliance with the State's requirements and support the City by providing the data needed for the submissions in a timely manner. Likewise, the Hauler will provide data during any compliance audit.

Exhibit A

Paper Procurement	Hauler	As a direct service provider for the City, the Hauler will comply with the procurement provisions in LCFMC 9.15.130. The Hauler shall procure Paper Products and Printing and Writing Paper for invoices, billing statements and inserts, reports, and public education materials, consistent with the requirements of the Public Contract Code (PCC) Sections 22150 through 22154. For the avoidance of doubt, such PCC Sections provide that recycled paper will be required "instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items" and where the recycled products have the same "fitness and quality" as the nonrecycled products. Additionally, Paper Products and Printing and Writing Paper procured by the Hauler shall be eligible to be labeled with an unqualified recyclable label, as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013). Hauler shall state on all materials prepared with post-consumer recycled content the following: "Printed on Recycled Paper." In accordance with 14 CCR Section 18993.3(c), the Hauler shall require all businesses from whom it purchases Paper Products and Printing and Writing Paper for use in the CIty to certify in writing: 1. The minimum percentage, if not the exact percentage, of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Hauler. The certification shall be furnished under penalty of perjury in a form and manner determined by the Hauler and approved by Jurisdiction. Jurisdiction may waive the certification requirement if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website; and, 2. That the Paper Products and Printing and Writing Paper offered or sold to the Hauler are eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12 (2013).

Exhibit A

Item	Responsible	Detail
Education and Outreach	Hauler/City	Education and Outreach will be conducted and supported by both the Hauler and the City with City approval. The Hauler will give copies of all approved material distributed and produced for the purposes of maintaining the implementation record. The Hauler will provide the residents with a webpage explaining the available services to Customers within the City, detailing acceptable material for each bin, and providing them with contact information for a representative with knowledge of the Hauler's services within the City. The webpage should be a continuation or link from the haulers corporate page, and may not be a social media webpage. Haulers will distribute approved standardized material with the billing invoices upon starting the program. At least twice per year, the hauler will include education about the new or expanded organic programs. The City will advertise the program on the City's Website, social media, and other regular circular publications the City produces at appropriate intervals. All material distributed, provided, and posted on a website MUST be approved by the City PRIOR to publication.
Edible Food Program	Hauler/City	The City has partnered with the SGVCOG to implement a regional edible food program. The program has identified the Tier 1 and Tier 2 generators and is developing a network of food recovery organizations to support the statewide 20% recovery goal by 2025. In addition to capacity planning, implementation, and inspection, the SGVCOG Regional Food program will be responsible for education and outreach. The Haulers will be asked to distribute information (prepared by the City or SGVCOG) to Tier 1 and Tier 2 customers they support with commercial collection.