

**COMMERCIAL SOLID WASTE COLLECTION AGREEMENT
FIRST AMENDMENT**

This First Amendment to Commercial Solid Waste Collection Agreement (“First Amendment”) is made and effective as of May 1, 2022 (“Effective Date”) by and between the County of Ventura (“County”) and E.J. Harrison & Sons, Inc. (“Collector”). County and Collector may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, On August 15, 2014, County and Collector entered into a Commercial Solid Waste Collection Agreement (“Agreement”);

WHEREAS, the Parties wish to amend the Agreement to assist the Parties in complying with regulations adopted by CalRecycle in November 2020 which are set forth in Titles 14 and 27 of the California Code of Regulations (CCR) and took effect on January 1, 2022. These regulations implement portions of Senate Bill 1383 which was signed into law in September 2016 establishing methane reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants; and

WHEREAS, County intends to implement a 3-container Organic Waste collection service as described by 14 CCR Section 18984.1;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

AGREEMENT

1. **Recitals.** The above recitals are incorporated herein by this reference.
2. **Amendment to Article 1 of the Agreement: Definitions.** Article 1 of the Agreement is hereby amended to add the following new definitions to read as follows:

“Section 1.28 Collector Route

Collector Route, referred to as hauler route in 14 CCR Section 18982(a)(31.5), means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Solid Waste, Recyclable Material or Organic Waste collection services (not on-call or Bulky Item/Abandoned Waste) within the Collector’s collection service area under the Agreement.

Section 1.29 Organic Waste

Organic Waste, as referenced in 14 CCR Section 18982(a)(46), means wastes comprising material originated from living organisms and their metabolic waste products, including food, green material, landscape and pruning waste, clean unpainted/untreated wood (with no nails, wire, etc.), paper products, and printing and writing paper, but excluding textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, construction and demolition debris, and Hazardous Waste. No material shall be considered Organic Waste unless it has been segregated by the customer for separate collection.

Section 1.30 Organics Container

Organics Container, referred to as green container in 14 CCR Section 18982(a)(29), means a container for the collection of Organic Waste and colored as follows: (a) the lid shall be green, or (b) the body shall be green and the lid shall be green, gray, or black. Hardware such as hinges and wheels may be any color.

Section 1.31 Prohibited Container Contaminants

Prohibited Container Contaminants, as referenced in 14 CCR Section 18982(a)(55), means any of the following:

(a) Non-Organic Waste placed in the Organics Container, including but not limited to textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, construction and demolition debris, and Hazardous Waste;

(b) Organic Waste placed in the Refuse Container that is specifically identified under the Agreement for collection in the Organics Container or Recycling Container; and

(c) Organic Waste placed in the Recycling Container that is specifically identified under the Agreement for collection in the Organics Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Recycling Container.

Section 1.32 Recycling Container

Recycling Container, referred to as blue container in 14 CCR Section 18982(a)(5), means a container for the collection of recyclable materials as defined in the Agreement. The Recycling Container shall be colored as follows: (a) the lid shall be blue; or (b) the body shall be blue, and the lid shall be blue, gray, or black.

Section 1.33 Refuse Container

Refuse Container, referred to as gray container in 14 CCR Section 18982(a)(28), means a container for the collection of Refuse, which does not include Organic Waste or recyclable materials as defined in the Agreement. The Refuse Container shall be colored as follows: (a) the lid shall be gray or black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware such as hinges and wheels may be any color.

Section 1.34 Route Review

Route Review, as referenced in 14 CCR Section 18982(a)(65), means a visual inspection of containers along a Collector Route for the purpose of identifying Prohibited Container Contaminants, which may include mechanical inspection methods such as use of cameras.

Section 1.35 SB 1383 Regulations

SB 1383 Regulations means the regulations adopted by CalRecycle in November 2020, which are set forth in Titles 14 and 27 of the CCR, to implement portions of SB 1383 which

was signed into law in September 2016 establishing methane reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants.

Section 1.36 Miscellaneous Definitions

The following terms (whether or not capitalized) shall have the meanings given to them in 14 CCR, Section 18982, unless the context indicates a different meaning was intended: biosolids, digestate, food, non-compostable paper, paper products, and printing and writing paper.”

3. **Amendment to Agreement.** The Agreement is hereby amended to add Article 9 to the Agreement: SB 1383 Regulations Organic Waste Collection Services, to read as follows:

“ARTICLE 9. SB 1383 REGULATIONS ORGANIC WASTE COLLECTION SERVICES

Section 9.1 Phased Implementation.

County and Collector acknowledge that Collector’s Organic Waste Collection routes must be expanded to satisfy the requirements of the SB 1383 Regulations. Beginning May 1, 2022, all new customers will be provided base level of collection service including Recycling Container, Organics Container and Refuse Container collection service, unless (i) the customer is categorically exempted under County’s municipal code from the requirement to subscribe for Organic Waste collection service, or (ii) the customer qualifies for and is granted a State- or County-issued waiver. Collector will work with customers to appropriately size collection containers such that source-separation of all materials is possible without any overflow of material, and if any disputes arise or overages occur, the County will make the final determination on proper container size. Collector may work with another Collector holding a Solid Waste Collection Agreement with the County to provide Refuse, Recycling, and Organics Container collection service to customers if Collector is unable to provide one or more of the base collection services. Collector shall be responsible for ensuring a customer has Refuse, Recycling, and Organics Container collection services unless a customer meets the waiver requirements described in this section.

Section 9.2 Container Colors.

(a) **General Requirement.** Collector shall ensure that each container or lid of container that it newly purchases after May 1, 2022 and provides to a customer serviced under the Agreement conforms to the following color schemes set forth in the respective definitions for Refuse Containers for collection of Solid Waste, Blue for Recycling Containers for collection of Recyclable Materials, and Green for Organics Containers for collection of Organic Waste.

(b) **Specific Material Types.** Paper products and printing and writing paper, each as referenced in 14 CCR Section 18982(a)(55)(D), may be placed in the Recycling Container. Green material, landscape and pruning waste, food scraps, food soiled paper, each as referenced in 14 CCR Section 18982(a)(46), may be placed in the Organics Container. Carpet and textiles may not be placed in either the Recycling Container or the Organics Container.

Section 9.3 Container Labels.

Collector shall ensure that each container that it newly purchases after May 1, 2022 and provides to a customer serviced under the Agreement shall be labeled or imprinted with language and/or graphics that clearly indicates the primary items accepted and the primary items that are Prohibited Container Contaminants for that container type. Labels must be in English and Spanish. Collector may comply with this section by using model labeling provided by CalRecycle.

Section 9.4 Route Reviews.

(a) General Requirement. At least once annually, beginning in 2022, Collector shall conduct a "Route Review" for each Collector route. The Route Review shall consist of viewing containers for prohibited container contaminants on Collector route. The number of containers to view shall be based on the number of refuse accounts provided service by a specific Collector route for one week as set forth in the table below. For example, "Route A" collects refuse from 250 accounts per day, 4 days per week, for a total of 1,000 accounts per week; Collector shall include a minimum of 25 accounts for Route Review of "Route A." For each Route Review of a Collector route, Collector shall inspect at least the following minimum number of containers but may inspect more if Collector deems necessary; and shall inspect all containers placed for collection (including Recycling Containers, Organics Containers, and Refuse Containers). Each inspection shall involve lifting the container lid and observing the contents but shall not require Collector to disturb the contents or open any bags. Collector may select the containers to be inspected at random, or, if mutually agreed in writing with County Director of Public Works Agency or designee, by any other method not prohibited under 14 CCR Section 18984.5. This Section does not require Collector to annually inspect every container on a Collector route. Collector shall include the results of each Route Review in its next regularly scheduled report to County, as required by Section 9.7.

<u>Route Size (# refuse accounts/ week)</u>	<u>Minimum Number of Containers</u>
Less than 1,500	25
1,500-3,999	30
4,000-6,999	35
7,000 or more	40

(b) Notice of Contamination. If Collector observes Prohibited Container Contaminants in a container during a Route Review comprising 10 percent or more of observable container volume, Collector shall notify the customer of the violation in writing. The written notice shall include information regarding the requirement to properly separate materials into the appropriate containers. The notice may be left on the customer's container, gate, or door at the time the violation is discovered, and/or be mailed, e-mailed, electronically messaged or delivered personally to the customer within 30 days. The notice shall be provided in English and Spanish and must be approved, prior to transmittal to customer, in writing by County Director of Public Works Agency or designee.

Section 9.5 Compliance Reviews.

(a) General Requirements. At least once annually, beginning in 2022, Contractor shall review the records of its commercial and multi-family customers in County that are subscribed for at least two (2) cubic yards per week of combined Solid Waste, Organic Waste and Recyclable Materials service, to determine whether such customers are subscribed for Organic Waste collection service or have an applicable waiver ("Compliance Review"). If Collector is working with another permitted Collector to provide Refuse, Recycling, and Organics Container collection services to customers, Collector shall provide the name(s) of the permitted collector(s) and collection service(s) provided to the customer in its review. Collector shall include the results of each Compliance Review in its next regularly scheduled report to County, as required by Section 9.7.

(b) Site Visit Requirement. Based on Collector's review of the list of customers requiring site visit compiled in accordance with section 9.5(a) above, Collector shall conduct an annual site visit to each commercial and multi-family customer in County that is determined to not be enrolled in 3-container organic waste collection service and not be eligible for a waiver based on the County's determination, and to encourage those businesses to sign up for SB 1383 Regulations-compliant Organics Waste service and provide educational material about the law's requirements.

Section 9.6 Education & Outreach.

(a) Collector shall provide annually the following to all its customers under the Agreement:

1. Information on the customer's requirements to properly separate materials into appropriate containers.

2. Information on methods for: the prevention of Organic Waste generation, recycling Organic Waste on-site, sending Organic Waste to community composting, and any other local requirements regarding Organic Waste.

3. Information regarding the methane reduction benefits of reducing the landfill disposal of Organic Waste, and the methods of Organic Waste recovery contemplated by the Agreement.

4. Information regarding how to recover Organic Waste.

5. Information related to the public health and safety and environmental impacts associated with the landfill disposal of Organic Waste.

6. Information on both physical space constraints and de minimus waivers, including eligibility criteria and the online link to the application.

(b) The above information will be provided, at a minimum, through print and/or electronic media, and may also be provided through workshops, meetings and/or on-site visits.

(c) Educational materials provided pursuant to the above shall be translated into Spanish.

(d) Collector shall provide educational materials to customers discovered to be out of compliance with 14 CCR Section 18985.1 requirements and report a list of such customers as well as actions taken to the County on a periodic basis as required by County.

Section 9.7 SB 1383 Regulations Reporting.

Collector shall provide the following materials and information to County by August 1, 2022 (covering the period from May 1, 2022-June 30, 2022) and by March 1 thereafter of each subsequent year to cover the entire previous year:

(a) For materials and information provided by Collector to customers pursuant to Section 9.6 above:

1. Copies of all such materials and information including, but not necessarily limited to flyers, brochures, newsletters, invoice messaging, website and social media postings, emails, and other electronic messages.

2. The date the materials or information was disseminated or the direct contact made. For website and social media postings, this shall be the date publicly posted.

3. To whom the materials or information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, Collector may provide the type and number of accounts receiving the information, rather than listing each recipient individually.

(b) For Route Reviews and Compliance Reviews:

1. The date the review was conducted.

2. The name and title of each person conducting the review.

3. A list of the account names and addresses covered by the review.

4. For Route Reviews, include (i) a description of each Collector Route reviewed, including Collector's route number and a description of the Collector Route area, and (ii) the addresses where any Prohibited Container Contaminants were found, and any photographs taken.

5. For Compliance Reviews, Collector's findings as to whether the customers reviewed are subscribed for Organic Waste collection service, have an applicable waiver, or neither, and any relevant evidence supporting such findings (e.g. account records).

6. Copies of any educational materials issued pursuant to such reviews.

(c) Documentation relating to observed Prohibited Container Contaminants, whether observed during Route Reviews or otherwise:

1. Copies of the form of each notice issued to customers for Prohibited Container Contaminants, as well as, for each such form, a list of the customers to which such notice was issued, the date of issuance, the customer's name and service address,

and the reason for issuance (if the form is used for multiple reasons). This information will also be provided monthly to any other government entity approved by the County.

2. The number of times notices were issued to customers for Prohibited Container Contaminants.

3. The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

(d) A description of Collector's process for determining the level of Container contamination under the Agreement.

(e) Reports to County on customers discovered to be out of compliance with 14 CCR Section 18984.5(b), including a list of the customers, the type of violation, actions taken to educate those customers, and contact information for those customers.

Section 9.8 Regulation of Collectors and Compliance.

Pursuant to 14 CCR Section 18988.1 and Section 18988.2, Collector is responsible for delivery of all Solid Waste to properly permitted disposal facilities, transfer stations, and recyclable materials and construction and demolition debris processing facilities. Failure to comply with this provision may result in the levy of an Administrative Charge or Penalty as specified in Division 4, Chapter 7, Article 3, Section 4785-9 of the Ventura County Ordinance Code, and may result in Collector being in default under this Agreement. Collector shall comply with its obligations under this Amendment and the obligations that by operation of law are imposed upon it directly pursuant to 14 CCR, Division 7, Chapter 12.

Section 9.9 Future Changes.

The Parties acknowledge that future amendments to Article 9 of the Agreement may be required to assist the Parties with their respective compliance obligations under 14 CCR, Division 7, Chapter 12 or subsequent amendments thereto or interpretations thereof and will be processed and approved in accordance with Section 8.4 "Amendments" of the Agreement."

4. **Amendment to Agreement:** Exhibit "B" to the Agreement is hereby deleted and replaced with the "Exhibit B," attached hereto and incorporated herein by this reference.

Except as specifically modified by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any other term or provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. This First Amendment may be executed in counterparts and/or by electronic signature (e.g. DocuSign).

[Remainder of this page intentionally left blank]

County of Ventura

By: J. C. Pope
Name: Joseph C. Pope, P.E.
Title: Director, Water and Sanitation
Date: 3/18/2022

E.J. Harrison & Sons, Inc.

By: Daniel Harrison
Name: Daniel Harrison
Title: Contract Manager
Date: 2-15-22

APPROVED AS TO FORM:

Karen Maible
County Counsel

ATTEST:

County Clerk

Exhibit B

Commercial Rates - Effective 5/01/22

For: G.I. Industries, E.J. Harrison & Sons, Inc., Santa Clara Valley Disposal Company, Newbury Disposal Company & American Resource Recovery, Inc.

Maximum Monthly Customer Rates *

64-96 Gal. Cart	Refuse	1x/wk						\$ 52.97 (where service is available)
	Recyclables or Organics (Mixed Green Waste/Food Waste)							\$ 58.86 (where service is available)
64 Gal. Cart	Food Waste Only	1x/wk						\$ 58.86
1.5 Yard Bin	Refuse	1x/wk						\$ 114.28
	Commingled Recyclables							\$ 89.99
3 Yard Bin		1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk	
	Refuse	\$ 160.87	\$ 255.16	\$ 349.50	\$ 443.80	\$ 538.09	\$ 632.40	
	Commingled Recyclables	\$ 124.49	\$ 199.70	\$ 272.44	\$ 345.17	\$ 419.13	\$ 491.87	
4 Yard Bin		1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	6x/wk	
	Refuse	\$ 176.30	\$ 286.02	\$ 395.78	\$ 505.50	\$ 615.25	\$ 724.98	
	Commingled Recyclables	\$ 137.14	\$ 222.46	\$ 307.83	\$ 393.16	\$ 478.51	\$ 563.86	
40 Yard Roll-Off	Refuse	\$ 224.35	plus tipping fees ** (see note below)					
	Commingled Recyclables	\$ 224.35	plus tipping fees ** (see note below)					

Special Service Charges

Administrative Charges

Return Trip (missed pick-up due to customer)	\$ 37.42
Return Check fee	\$ 29.38
Delinquent Fee/Non-Payment (accrues after account delinquent 30 days)	1.5% ***
Resume Service Charge (due to non-payment of acct)	\$ 31.17

Extra Collection Charges

Locking Bin Installation	\$ 37.42
Replacement Lock	\$ 8.73
Tires (depends on size and type - minimum fee)	\$ 6.22
Appliance containing Freon	\$ 43.64
Cathode Ray Tubes (per item disposal fee up to)	\$ 43.64
Bin Redelivery/Bin Relocation	\$ 31.17

Hard-to-Service Bin Charges

Drive-in Charge-necessary to use scout truck	\$ 62.35
Hard to Service Area/Bin located substantial distance off road	\$ 62.35
Excessive Weight/Bin Improperly Loaded (per ton, in addition to tip fee)	\$ 31.17
Special Handling (e.g. garage or mall "push out" (% of total rate))	10%

Bin Maintenance Charges

Bin exchange (in excess of 1 per year)	\$ 62.35
Bin Replacement (due to customer damage)	\$ 124.70

*Above rates applicable for either regular or temporary collection service.

** County REGULATORY FEES may be added to roll-off tipping fees only.

*** Non-compounding

New food waste only cart rate to be effective with new Board-approved Amendments, May 2022.