

**THIRD AMENDMENT TO THE SOLID WASTE AND RECYCLING FRANCHISE
AGREEMENT BETWEEN THE MALAGA COUNTY WATER DISTRICT AND
INDUSTRIAL WASTE AND SALVAGE FOR SOLID WASTE COLLECTION, GREEN
WASTE COLLECTION, AND RECYCLING SERVICES EFFECTIVE AUGUST 1, 2016.**

This Third Amendment to Solid Waste Collection, Transportation, and Franchise Agreement For Disposal Services (“Third Amendment”) is made and entered on _____, 2023, by and between the Malaga County Water District (“District”) and Orange Avenue Disposal dba Industrial Waste and Salvage (Contractor) and collectively “Parties.”

WHEREAS, the Malaga County Water District (“District”) and Orange Avenue Disposal Company, a California Corporation, dba Industrial Waste and Salvage (the “Contractor”) (the “Parties”) entered into a Franchise Agreement for solid waste collection, green waste collection and recycling services on or about the 23rd day of August, 2016, with an effective date of August 1, 2016 (the “Agreement”); and

WHEREAS, in 2016, Governor Brown signed into law SB1383 that establishes regulatory requirements for Cities, Generators, Solid Waste facilities, and other entities to support achievement of State-wide reduction in short lived climate pollutants; and

WHEREAS, District has requested and Contractor has agreed to implement new programs and services related to SB1383 requirements.

WHEREAS, modifications to the Agreement are necessary as a result of the State’s passage of SB 1383.

NOW, THEREFOR, THE PARTIES AGREE as follows:

1. That the forgoing recitals are true and correct are true and correct and incorporated herein by this reference as though fully set forth at this point.
2. The Agreement is amended to add Section 1.73 to read as follows:

“1.73. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which establishes methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.”

3. Section 4.10 is hereby added to read as follows:

“4.10 SB1383 COMPLIANCE PROGRAMS

To support the District in complying with regulations under SB1383, Contractor shall implement the programs identified in this Section. These programs are designed to meet the implementation

and education requirements of SB1383 and help the District achieve annual diversion requirements set by CalRecycle. The District's actual annual diversion rate depends on participation of businesses and residents, their respective adherence to program requirements and local code, the District's enforcement of applicable codes, and the District's implementation of other programs. Accordingly, District shall, as necessary, amend or update the District code to incorporate requirements necessary for the implementation of these programs. This Section is intended to supplement, not supplant, all other regulatory requirements of the Agreement.

A. Collection Requirements and Container Labeling

Contractor shall provide a 3-container collection program for Solid Waste, Recyclable Materials, and Organic Waste. Collection containers shall be Grey (Solid Waste), Blue (Recyclable Materials), and Green (Organic Waste). Hardware such as hinges and wheels may be different colors.

New containers or lids placed by Contractor shall meet the requirements of 14 CCR Section 18984.8 and include language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each container.

B. Education and Outreach

To promote public education about recycling requirements, Contractor shall create public education materials and conduct education programs and activities described in this Section.

Annual Notice: Contractor shall prepare and distribute to each Generator in the District a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units for the accounts it services. Contractor shall also make this notice available in an electronic format through the Contractor's website.

Instructional Service Guide: Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays.

Property Owners and Businesses: Contractor shall annually provide Property Owners and Commercial Business owners with public education materials in electronic format for their distribution to all employees, Contractors, tenants, and Customers of the properties and businesses that Contractor services. The Contractor's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case,

the Commercial Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

Technical Assistance Program: Contractor shall provide ongoing technical assistance for Commercial and Multi-family generators in its service area that are required to participate in source separated recycling under applicable laws including AB 341, AB 1826, and SB 1383 and corresponding regulations. Technical assistance may include on-site training, instructional guides, printed or electronic materials and other resources that satisfy regulation requirements.

C. Waste Evaluations

Contamination Monitoring: Contractor shall perform contamination inspections by utilizing on-board monitoring systems or physical container inspections. For physical container inspections, Contractor's personnel shall lift the Container lid and observe the contents. For Collection vehicles equipped with a video camera and monitoring system, Contractor's personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures set forth below.

Waste Characterizations: Contractor shall, at its sole expense, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c). The Contractor shall conduct waste evaluations for contaminants at least twice per year and the studies shall occur in two distinct seasons of the year. Contractor shall provide adequate notice to District of when waste evaluations will occur, and District reserves the right to observe waste evaluations.

Contamination Notifications: If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Contractor shall notify District within fifteen (15) working days. Contractor may perform targeted waste audits to determine the source of contaminants and provide technical assistance to those generators or notify all generators of their obligation to properly source separate materials. The Contractor may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, e-mail, or electronic message to the applicable Generators.

Contractor will coordinate with District to develop procedures regarding alleged violations of these recycling programs.

D. Waivers

The District shall be responsible for granting waivers to commercial or multi-family generators that meet the de minimis requirements subject to the requirements under

SB1383, pursuant to 14 CCR Section 1898411, or other requirements that may be specified by District. This includes physical space waivers where services may be impacted.

Contractor shall provide District with required generator information on services and activity that is needed as part of the waiver application. Contractor may also assist generators with waiver applications or submit on their behalf.

E. Edible Food Recovery

Contractor shall provide District with necessary data and reporting to determine Tier 1 and Tier 2 commercial edible food generators within the District.

At least annually, the Contractor shall ensure Commercial Edible Food Generators receive the following information:

- Information about the District's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the District, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

F. Reporting

Contractor will provide the data or prepare reports required to meet quarterly and annual SB1383 requirements which includes:

- i. The number of generators that receive organic waste collection service.
- ii. The number of route reviews conducted for prohibited container contaminants.
- iii. The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants.
- iv. The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews.
- v. The number of commercial edible food generators located within the jurisdiction.

G. Terms and Definitions

Definitions of terms and phrases set forth in this section shall have the same meaning as those set forth in the Agreement, Chapter 5.02 of the Malaga Ordinance Code or applicable state or federal statute as currently defined or as may be changed or amended in the future.

H. Jurisdiction

The Parties hereto agree and understand that performance of this Agreement is limited to those areas where Malaga has jurisdiction which currently includes residential service and roll-off service as defined in Section 1.69 of this Agreement. Any areas or services within the boundaries of the District where the District does not exercise jurisdiction, implementation of the requirements of SB1383 shall be under the jurisdiction of the County of Fresno, City of Fresno, or any other agency having such jurisdiction.”

4. Except as amended by this Third Amendment, all terms and conditions of the Agreement continue in full force and effect.
5. This Amendment shall be effective on the date of its adoption by the Malaga County Water District Board of Directors.
6. Authority to execute. The signatories to this Third Amendment represent that they have the proper authority to execute this Agreement on behalf of the party they represent.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to the Solid Waste and Recycling Franchise Agreement between the Malaga County Water District and Orange Avenue Disposal dba Industrial Waste and Salvage for solid waste collection, green waste collection, and recycling services.

Date:

Charles Garabedian, President of the
Malaga County Water District

Date:

Orange Avenue Disposal dba Industrial
Waste and Salvage