

**Amendment No. 1
to FRANCHISE AGREEMENT BETWEEN
SAN BERNARDINO COUNTY AND MOUNTAIN
DISPOSAL SERVICES, INC.
FOR THE COLLECTION AND TRANSPORTATION OF SOLID WASTE AND OTHER SERVICES DATED December
13, 2022
IN COUNTY FRANCHISE AREA 16**

WHEREAS, on December 13, 2022 (Item No. 91), the Board of Supervisors ("Board") approved County Contract No. 22-1212 with Mountain Disposal Services, Inc. ("Grantee") to provide for the collection and transportation of solid waste and other services ("Franchise Agreement"); and

WHEREAS, the County and the Grantee desire to amend specific sections of the Franchise Agreement to allow subcontracting of solid waste handling services in the better interests of the parties and the residents and businesses of the unincorporated areas of San Bernardino County located within County Franchise Area 16, and revise, replace, or add the following exhibits:

1. Revise Exhibit "A" – Provided Services
2. Replace Exhibit "A-1" – Services to be Provided
3. Revise Exhibit "E" – Rates
4. Revise Exhibit "J" – Processing, Transfer, and Disposal Services and Facility Standards

NOW THEREFORE, the Franchise Agreement is amended as follows:

1. Section 11(a)(1) is added as follows:

Section 11. Franchise Transferability

(a) ...

- (1) Grantee may subcontract collection services only with consent of the Director prior to the effective date of the subcontract. Subcontractor shall be subject to all of the collection requirements stated in this Franchise Agreement. Grantee shall be responsible for ensuring that subcontractor follows the minimum operating requirements as stated in this Franchise Agreement and shall be responsible for billing and any subscriber complaints in accordance with Section 6 of this Franchise Agreement. Grantee shall provide a copy of the subcontractor agreement upon execution to the Director.

2. Section 18(h) is added as follows:

SECTION 18. OTHER PROVISIONS

- (h) **Electronic Signatures.** This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one (1) and the same Franchise Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Franchise Agreement (whether by facsimile, PDF, or other mail transmission) signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Franchise Agreement upon request.

3. Exhibit A, Section (a)(1) is deleted in its entirety and replaced with the following:

(a) Approved Collection Program(s)

...

(1) Zone A

(A) Option 1 – Three-Container or Four-Container System (Blue, Green and/or Green and Brown, and Gray/Black Containers)

- (i) **General.** Upon initiation of services under this Franchise Agreement, Grantee shall provide a three-Container or four-Container Collection program for the separate Collection of Blue Container, Green Container, Gray/Black Container, and/or Brown Container Waste as specified in this Section.
- (ii) **Source Separated Recyclables (Blue Container).** Grantee shall provide Blue Containers to Subscribers for Collection of SSR, as further described in Exhibit “A-1”. Grantee shall Transport the SSR to: (i) the Designated SSR Processing Facility; or, (ii) the Designated Transfer Facility for Transfer and Transport to the Designated SSR Processing Facility, as specified in Exhibit “J.”

The Grantee and the County agree that the list of accepted types of SSR in Exhibit “A-1” may be added to or removed from time to time by mutual consent between the County and Grantee provided that in all cases SSBCOW is included for Collection. Grantee shall not add or remove materials to or from this list without written approval from the Director, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be knowingly Collected in the Blue Containers.

(iii) SSGCOW (Green Container).

- (a) Option 1: Collection Program for SSGCOW (including Green Waste and Food Waste) (Green Container).** Upon initiation of services under this Franchise Agreement, Grantee shall provide Green Containers to Subscribers for SSGCOW Collection, as further described in Exhibit “A-1”. Grantee shall Transport the SSGCOW to: (i) the Designated Organic Waste Processing Facility; or, (ii) the Designated Transfer Facility for Transfer and Transport to the Designated Organic Waste Processing Facility, as specified in Exhibit “J.”

The Grantee and the County agree that the list of accepted types of SSGCOW in Exhibit “A-1” may be added to or removed from time to time by mutual consent between the County and Grantee provided that in all cases SSGCOW is included for Collection. Grantee shall not add or remove materials to or from this list without written approval from the Director, and such approval shall not be unreasonably withheld. Carpets, non-Compostable paper, textiles, and Prohibited Container Contaminants shall not be knowingly Collected in the Green Containers.

Grantee may Collect Compostable Plastics in the Green Containers for Processing at the Designated Organic Waste Processing Facility. At least three (3) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Grantee shall provide written notification to the County that the Designated Organic Waste Processing Facility can Process and recover these Compostable Plastics. Grantee shall provide written notification to the County annually that the Designated Organic Waste Processing Facility has, and will

continue to have, the capabilities to Process and recover the Compostable Plastics. Grantee shall notify the County within five (5) Business Days of the Designated Organic Waste Processing Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Designated Organic Waste Processing Facility is no longer able to Process and recover Compostable Plastics; the period of time the Designated Organic Waste Processing Facility will not Process and recover Compostable Plastics; and, the Grantee's proposed plan to assist in education and outreach of Subscribers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a Change in Service Level pursuant to Section 13.2(d) of this Franchise Agreement.

Grantee may allow Subscribers to place Food Waste in plastic bags and put the bagged Food Waste in the Green Container, if the Designated Organic Waste Processing Facility notifies the Grantee that they can accept plastic bags. At least three (3) months prior to the commencement of the use of plastic bags for the Food Waste program, Grantee shall provide written notification to the County that allowing the use of bags does not inhibit the ability of the County to comply with SB 1383, and that the Designated Organic Waste Processing Facility can Process and remove plastic bags when it recovers SSGCOW. Annually, in accordance with Section 12, Grantee shall provide written notification to the County that the Designated Organic Waste Processing Facility has, and will continue to have, the capabilities to Process and remove plastic bags when it recovers SSGCOW. Grantee shall notify the County within five (5) Business Days of the Designated Organic Waste Processing Facility's inability to accept plastic bags. The notification shall include: a description of the reasons the Designated Organic Waste Processing Facility is no longer able to Process and recover plastic bags; the period of time the Designated Facility will not Process and recover plastic bags; and, the Grantee's proposed plan to assist in education and outreach of Subscribers in the event that plastic bags are no longer accepted for Collection. Such changes shall be handled as a Change in Service Level pursuant to Section 13.2(d) of this Franchise Agreement.

- (b) **Option 2: Collection Programs for SSGCOW (Green Waste) and SSBCOW (Food Waste) to be Separately Collected (Green Container and Brown Container).** Upon initiation of services under this Franchise Agreement, Grantee shall provide Green Containers for Subscribers for Collection of Green Waste, as further described in Exhibit "A-1". Grantee shall Transport the Green Waste to: (i) the Designated Organic Waste Processing Facility; or, (ii) the Designated Transfer Facility for Transfer and Transport to the Designated Organic Waste Processing Facility, as specified in Exhibit "J."

The Grantee and the County agree that the list of accepted types of Green Waste in Exhibit "A-1" may be added to or removed from time to time by mutual consent between the County and Grantee provided that in all cases SSGCOW is included for Collection. Grantee shall not add or remove materials to or from this list without written approval from the Director, and such approval shall not be unreasonably withheld. Carpets, non-Compostable paper, textiles, and Prohibited Container Contaminants shall not be knowingly Collected in the Green Containers.

Upon initiation of services under this Franchise Agreement, Grantee shall implement a Food Waste Collection program for all Subscribers. Grantee shall provide Brown Containers to Subscribers for Collection of Source Separated Food Waste, as further described in Exhibit "A-1". Grantee shall Transport the Food Waste to: (i) the Designated Organic Waste Processing Facility; or, (ii) Designated Transfer Facility for

Transfer and Transport to the Designated Organic Waste Processing Facility, as specified in Exhibit "J."

The Grantee and the County agree that the list of accepted types of Food Waste in Exhibit "A-1" may be added to or removed from time to time by mutual consent between the County and Grantee provided that in all cases SSBRCOW is included for Collection. Grantee shall not add or remove materials to or from this list without written approval from the Director, and such approval shall not be unreasonably withheld. Carpets, non-Compostable paper, textiles, and Prohibited Container Contaminants shall not be knowingly Collected in the Brown Containers.

Grantee may Collect Compostable Plastics in the Brown Containers for Processing at the Designated Organic Waste Processing Facility. At least three (3) months prior to the commencement of the Collection of Compostable Plastics in the SSBRCOW program, Grantee shall provide written notification to the County that the Designated Organic Waste Processing Facility can Process and recover these Compostable Plastics. Grantee shall provide written notification to the County annually that the Designated Organic Waste Processing Facility has, and will continue to have, the capabilities to Process and recover the Compostable Plastics. Grantee shall notify the County within five (5) Business Days of the Designated Organic Waste Processing Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Designated Organic Waste Processing Facility is no longer able to Process and recover Compostable Plastics; the period of time the Designated Organic Waste Processing Facility will not Process and recover Compostable Plastics; and, the Grantee's proposed plan to assist in education and outreach of Subscribers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a Change in Service Level pursuant to Section 13.2(d) of this Franchise Agreement.

- (iv) **Gray/Black Container Waste (Gray/Black Container).** Grantee shall provide Gray/Black Containers to Subscribers for Collection of non-organic and non-Recyclable Solid Waste. Grantee shall Transport the Gray/Black Container Waste to: (i) the Designated Landfill Disposal Facility; or, (ii) the Designated Transfer Facility for Transfer and Transport to the Designated Landfill Disposal Facility, as specified in Exhibit "J." Grantee may allow carpets and textiles to be placed in the Gray/Black Containers. Prohibited Container Contaminants shall not be knowingly Collected in the Gray/Black Containers.

(B) Option 2 – Two Container System (Green and Gray/Black Containers)

- (i) **General.** Upon initiation of services under this Franchise Agreement, as approved by the Director, Grantee shall provide a two-(2) Container Collection program for all Subscribers for Collection of SSGCOW (including Green Waste and Food Waste) and Mixed Waste (Gray/Black Containers).
- (ii) **SSGCOW (Green Container).** Grantee shall provide Green Containers to Subscribers for SSGCOW, as further described in Exhibit "A-1." Grantee shall Transport the SSGCOW to: (i) the Designated Organic Waste Processing Facility; or (ii) the Designated Transfer Facility for Transfer and Transport to the Designated Organic Waste Processing Facility, as specified in Exhibit "J."

The Grantee and the County agree that the list of accepted types of SSGCOW in Exhibit "A-1" may be added to or removed from time to time by mutual consent between the County and Grantee provided that in all cases SSGCOW is included for Collection. Grantee shall not add or remove materials to or from this list without written approval

from the Director, and such approval shall not be unreasonably withheld. Carpets, non-Compostable paper, textiles, and Prohibited Container Contaminants shall not be knowingly Collected in the Green Containers.

Grantee may Collect Compostable Plastics in the Green Containers for Processing at the Designated Organic Waste Processing Facility. At least three (3) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Grantee shall provide written notification to the County that the Designated Organic Waste Processing Facility can Process and recover these Compostable Plastics. Grantee shall provide written notification to the County annually that the Designated Organic Waste Processing Facility has, and will continue to have, the capabilities to Process and recover the Compostable Plastics. Grantee shall notify the County within five (5) Business Days of the Designated Organic Waste Processing Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Designated Organic Waste Processing Facility is no longer able to Process and recover Compostable Plastics; the period of time the Designated Organic Waste Processing Facility will not Process and recover Compostable Plastics; and, the Grantee's proposed plan to assist in education and outreach of Subscribers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a Change in Service Level pursuant to Section 13.2(d) of this Franchise Agreement.

Grantee may allow Subscribers to place Food Waste in plastic bags and put the bagged Food Waste in the Green Container, if the Designated Organic Waste Processing Facility notifies the Grantee that they can accept plastic bags. At least three (3) months prior to the commencement of the use of plastic bags for the Food Waste program, Grantee shall provide written notification to the County that allowing the use of bags does not inhibit the ability of the County to comply with SB 1383, and that the Designated Organic Waste Processing Facility can Process and remove plastic bags when it recovers SSGCOW. Annually, in accordance with Section 12 of this Franchise Agreement, Grantee shall provide written notification to the County that the Designated Organic Waste Processing Facility has, and will continue to have, the capabilities to Process and remove plastic bags when it recovers SSGCOW. Grantee shall notify the County within five (5) Business Days of the Designated Organic Waste Processing Facility's inability to accept plastic bags. The notification shall include: a description of the reasons the Designated Organic Waste Processing Facility is no longer able to Process and recover plastic bags; the period of time the Designated Facility will not Process and recover plastic bags; and, the Grantee's proposed plan to assist in education and outreach of Subscribers in the event that plastic bags are no longer accepted for Collection. Such changes shall be handled as a Change in Service Level pursuant to Section 13.2(d) of this Franchise Agreement.

- (iii) **Gray/Black Container Waste (Gray/Black Container).** Grantee shall provide Gray/Black Containers to Subscribers for the Collection of non-organic Solid Waste and Mixed Waste and shall allow Generators to intentionally commingle all Mixed Waste, excluding SSGCOW, in the Gray/Black Containers. Grantee shall Transport the contents of the Gray/Black Containers to: (i) the Designated High Diversion Organic Waste Processing Facility; or, (ii) the Designated Transfer Facility for subsequent Transfer and Transport to the Designated High Diversion Organic Waste Processing Facility, as specified in Exhibit "J." Prohibited Container Contaminants shall not be knowingly Collected in the Gray/Black Containers.

4. Exhibit A, Section (a)(3)(A)(i) is deleted in its entirety and replaced with the following:

(a) Approved Collection Program(s)

...

(3) Zone C

(A) Option 1 – Two- Container System (Blue and Gray/Black Containers)

- (i) **General.** Upon initiation of services under this Franchise Agreement, Grantee shall provide a two-(2) Container Collection program for all Subscribers for Collection of SSR and Solid Waste (excluding SSBCOW). For the purposes of this Exhibit A, Gray/Black Container Waste and Solid Waste may be used interchangeably in Zone C.

5. Exhibit A, Section (a)(3)(A)(iii) is deleted in its entirety and replaced with the following:

(a) Approved Collection Program(s)

...

(3) Zone C

(A) Option 1 – Two- Container System (Blue and Gray/Black Containers)

...

- (iii) **Solid Waste.** Grantee shall provide Solid Waste Containers to Subscribers for Collection and intentional commingling of Solid Waste and Organic Waste, excluding SSBCOW. Grantee shall Transport the contents of the Solid Waste Containers to: (i) the Designated Landfill Disposal Facility; or, (ii) the Designated Transfer Facility for subsequent Transfer and Transport to the Designated Landfill Disposal Facility, as specified in Exhibit "J." Prohibited Contaminants shall not be knowingly Collected in the Solid Waste Containers.

6. Exhibit A, Section (b)(1) is deleted in its entirety and replaced with the following:

(b) Single-Family and Multi-Family Residential Services

- (1) **Weekly all-inclusive Cart and Barrel Collection Service (standard service).** Unless otherwise required under Applicable Law or regulation, once per week Grantee shall Collect the Discarded Materials (not including Bulky Waste and Hazardous Waste) that have been placed, kept, or accumulated in Containers at Residential Dwelling Units within the Franchise Area and placed curbside, or at another location agreed upon between Grantee and Subscriber, prior to Grantee's normal weekly Collection time. All Discarded Materials must be placed within Containers at curbside without obstructions so as to permit Collection, unless otherwise agreed upon by County and Grantee. Grantee may supply Containers, and may require the use of specific Containers as specified in this Exhibit "A" and in Exhibit "A-1." Grantee may negotiate special pickup procedures, above and beyond the services described above, with Subscribers for an additional fee in an amount provided in Exhibit "E." Default service provided by Grantee will include collection of:

- (A) Zone A (option 1). Source Separated Discarded Materials in the appropriate Gray/Black Cart, Blue Cart, and Green Cart for each material type.

- (B) Zone A (option 2), if initiated upon approval of the Director. Source Separated Discarded Materials in the appropriate Gray/Black Cart and Green Cart for each material type.
- (C) Zone B. Source Separated Discarded Materials in the appropriate Gray/Black Barrel, Blue Barrel, and Green Container for each material type.
- (D) Zone C. Source Separated Discarded Materials in the appropriate Gray/Black Barrel and Blue Barrel.

Subscribers may select a thirty-two (32), sixty-five (65), or ninety-five (95) gallon Container as described in Exhibit "A-1". In the event that a size is not selected, the size listed in Exhibit "A-1" shall denote the default Container size. At the discretion of the Grantee, Multi-Family Residential Dwellings may be required to Subscribe to Bin Collection Service due to space constraints.

- (E) Clean Mountain Sites shall be available to all-inclusive Barrel Collection Service Residential Subscribers or Clean Mountain Site Service Residential Subscribers. Clean Mountain Sites shall consist of at least six (6) sites and be open to Subscribers at the hours and locations noted below. Clean Mountain Sites shall be adequately staffed to assist Subscribers with correctly disposing of their Discarded Materials in the appropriate Containers and maintain a safe and well-kept site. Grantee shall ensure that there is sufficient equipment and Containers to handle the volume of Solid Waste, Green Waste, and Recyclables deposited by Subscribers. Grantee shall have posted signs to identify Containers and to note acceptable materials. Discarded Materials that are to be accepted for Collection at the Clean Mountains Sites include the following: Solid Waste, Recyclable Materials and Green Waste, as further described in Exhibit "A-1". Clean Mountain Site locations, hours, equipment, and acceptable materials may be changed upon mutual agreement between the County and Grantee.
 - (i) Clean Mountain Site 1: Rim of the World Sr. High School. 27400 Highway 18, Lake Arrowhead, CA 92352.
 - (ii) Clean Mountain Site 2: Charles Hoffman Elementary School. 2851 Running Springs Road, Running Springs, CA 92382.
 - (iii) Clean Mountain Site 3: Lake Arrowhead Elementary School. 1300 Golden Rule Lane, Lake Arrowhead, CA 92352.
 - (iv) Clean Mountain Site 4: Valley of Enchantment Elementary School. 22836 Fir Lane, Crestline, CA 92325.
 - (v) Clean Mountain Site 5: Green Valley Lake Road/Ridge Way. Green Valley Lake, CA 92341.
 - (vi) Clean Mountain Site 6: Mountain Disposal Office. 988 Waterman Canyon Road, Crestline, CA 92325.
 - (vi) Hours of Operation. All Clean Mountain Sites (except Clean Mountain Site 6) will be open every Saturday 8:00am through 3:00pm and Sunday 8:00am through 3:00pm. Clean Mountain Site 6 will be open Monday through Friday from 8:00am through 5:00pm. Clean Mountain Sites will be closed on Grantee recognized Holidays and Easter Sunday, and may be closed during inclement weather at the discretion of Grantee.

7. Exhibit A, Section (b)(2) is deleted in its entirety and replaced with the following:

(b) Single-Family and Multi-Family Residential Services

...

(2) **Bin Collection Service.** Grantee shall provide Solid Waste, Mixed Waste, Recyclables, and/or Organic Waste Bin service to Single-Family Subscribers that request these services and Multi-Family Subscribers not receiving Cart service. Grantee shall Collect and remove all Discarded Materials that have been placed, kept, or accumulated in Bins from the property of Subscribers receiving Bin service, at least once per week, and more frequently if required to handle the Discarded Materials generated at the premises where the Bins are located. Bin sizes and Collection frequencies offered are to be, at a minimum, consistent with the sizes and frequencies listed in Exhibit "A-1" at rates specified in Exhibit "E." Residential Subscribers electing to have Bin service shall Source-Separate Solid Waste, Mixed Waste, Recyclables, and Organic Waste in separate Collection Containers (Bin and/or Cart), as applicable. Special consideration shall be given when determining the pickup areas to ensure that the flow of traffic is not impeded. Interference with traffic flow may occur from time to time during the provision of service. Repeated, reasonable public complaints about unreasonable interference with traffic flows may constitute a violation of this Franchise Agreement. Grantee shall provide the following services:

- (A) Zone A (option 1): Solid Waste, Recyclables, and/or Organic Waste Bin service to Single-Family Subscribers that request these services, and Multi-Family Subscribers not receiving Cart service.
- (B) Zone A (option 2), if initiated upon approval of the Director. Mixed Waste Bin service and Organic Waste Cart service to Single-Family Subscribers that request these services, and Multi-Family Subscribers not receiving Mixed Waste Cart service.
- (C) Zone B: Solid Waste, Recyclables, and/or Green Waste Bin service to Single-Family Subscribers that request these services, and Multi-Family Subscribers not receiving Barrel service.
- (D) Zone C: Solid Waste and/or Recyclables to Single-Family Subscribers that request these services, and Multi-Family Subscribers not receiving Barrel service.

8. Exhibit A, Section (c)(1) is deleted in its entirety and replaced with the following:

(c) Commercial Business and Industrial Complexes

(1) **Bin Collection Service (standard service).** Unless otherwise required under Applicable Law or regulation, once per week Grantee shall Collect the Discarded Materials (including Bulky Waste that has been placed in a closed Bin, and excepting metallic white goods and Hazardous Waste) that have been placed, kept, or accumulated for Collection in Discarded Materials Bins. Bin sizes and Collection frequencies offered are to be, at a minimum, consistent with the sizes and frequencies listed in Exhibit "A-1" at rates specified in Exhibit "E." Subscribers may lease from Grantee or third party compaction equipment that may be attached to Bins. The provision of compaction equipment is outside the scope of the Franchise Agreement. Grantee shall provide the following Bin Collection services to Subscribers, unless Subscribers utilize Cart or Barrel Collection service for one or all of the material streams:

- (A) Zone A (Option 1). Source Separated Discarded Materials in the appropriate Gray/Black, Blue, and Green and/or Brown Container for each material type.

- (B) Zone A (option 2), if initiated upon approval of the Director. Mixed Waste service and Organic Waste C service in the appropriate Gray/Black, and Green Container for the appropriate material types.
- (C) Zone B: Source Separated Discarded Materials in the appropriate Gray/Black, Blue, and Green Container for each material type. Source Separated Food Waste in the appropriate Brown Container for Commercial Businesses subject to AB 1826 that elect to Subscribe for the Collection of Source Separated Food Waste, as further described in Exhibit "A-1". Grantee shall also provide an Organic Waste Recycling Program as required by Exhibit A, Section (c)(8).
- (C) Zone C. Source Separated Discarded Materials in the appropriate Gray/Black Container and/or Blue Container for each material type. Grantee shall also provide an Organic Waste Recycling Program and Recyclables Recycling Program as required by Exhibit A, Sections (c)(8) and (c)(9).

9. Exhibit A, Section (e)(6) is deleted in its entirety and replaced with the following:

(e) Special Collection Programs.

...

- (6) **Route Audit.** At Director's request (but not more than once every two (2) years), Grantee shall conduct an audit of its Collection routes in the Franchise Area. County may also instruct Grantee to conduct an audit at a time that would produce the most accurate Subscriber service information for a new service provider to use in establishing service with Subscribers. In setting these audit dates, Director will establish due dates for Grantee providing routing and account information, and later, the report, to the County.

The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver of each Subscriber in the Franchise Area. The route audit information shall include, at a minimum, the following information for each account:

For Cart or Barrel Subscribers:

- Route number;
- Truck number;
- Account type (Single-Family Residential, Multi-Family Residential, Commercial Business)
- Number and size of Carts or Barrels by Discarded Material type (Solid Waste, Mixed Waste, Recyclables, Organic Waste (or Green Waste and Food Waste if Collected in separate Carts or Barrels)); and
- Cart or Barrel condition.

For Bin and Roll-Off Subscribers:

- Route number;
- Truck number;

- Account name;
- Account number;
- Account service address;
- Account type (Single Family Residential, Multi-Family Residential, Commercial Business, Roll-Off);
- Service level per Grantee billing system (quantity, size, frequency, Discarded Materials stream);
- Observed Containers (quantity, size, frequency, Discarded Material type);
- Container condition;
- Proper signage; and,
- Graffiti.

Within thirty (30) days after the completion of the route audit, Grantee shall submit to the Director a report summarizing the results of the audit. This summary shall include:

- Identification of the routes;
- Route map;
- Truck numbers;
- Number of accounts, by route and in total (Residential, Commercial Business and Roll-Off);
- Confirmation that all routes are dedicated exclusively to County Subscribers or a description of route allocations if not dedicated exclusively;
- Number and type of exceptions observed;
- Total number of discrepancies in customer service and Grantee billing, and confirmation of correction;
- Total monthly service charge (Residential, Commercial Business, and Roll-Off box), pre-audit;
- Total monthly service charge (Residential, Commercial Business, and Roll-Off), post-audit (subsequent to corrections of identified exceptions); and,
- A description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations.

The report shall also include a description of the changes and Grantee's plans to resolve the exceptions. The results of the audit, and supporting back-up data, shall be provided to the Director.

10. Exhibit A, Section (i)(1)(A)(i)(a) is deleted in its entirety and replaced with the following:

(i) Contamination Monitoring in Zones A and B (excluding Zone C).

(1) Contamination Review Methods.

(A) Option 1: Route Review (Physical Container) Contaminant Monitoring by Grantee.

(i) Methodology and Frequency.

- (a) **Minimum amount of Route to Review.** During each route review, Grantee shall inspect the contents of each Blue, Green, Brown, and Gray/Black Container for Prohibited Container Contaminants, where a sufficient number of Containers on each route (e.g., Solid Waste, Mixed Waste, Organic Waste, Green Waste, Food Waste, and Recyclable Material) are inspected in accordance with Applicable Law.

11. Exhibit "A-1" - Services to Be Provided is deleted in its entirety and replaced with the 2025 Exhibit "A-1," which is attached and incorporated by reference.

12. Exhibit "E" – Rates "CFA 16A- SUMMIT VALLEY" rate sheet is revised to add the following Residential Cart Service and associated rate that will be adjusted using the Cost of Living Adjustment methodology as outlined in Section 13.2(a) of this Franchise Agreement to be effective July 1, 2025:

RESIDENTIAL CART SERVICE (adjusted as Residential)

| SERVICE CATEGORY | RATE |
|------------------------------|--------------------|
| Cart (95 MW, 95 MW, 64 ORG)* | \$ 34.30 per month |

*Service provided/available upon Director Approval in accordance with Exhibit A of the Franchise Agreement

13. Exhibit J, Section 1 Designated Facilities table for Zone A is revised to add the following:

| Material Type | Designated Transfer Facility (if applicable) | Designated Processing Facility and Description of Processing Methodology | Designated Landfill Disposal Facility for Refuse or Processing Residue |
|---|--|--|--|
| SSGCOW (to be utilized for Director-approved 2-Container Collection system) | N/A | Designated Organic Waste Processing Facility: Advance Disposal Center SWIS#36-AA-0337 San Bernardino County 17105 Mesa Street Hesperia, CA 92345 | Designated Landfill Disposal Facility: Victorville Landfill SWIS#36-AA-0345 San Bernardino County 18600 Stoddard Wells Road Victorville, CA 92395 |
| Gray/Black Container Waste (to be utilized for Director-approved 2-Container collection system) | N/A | Designated High Diversion Organic Waste Processing Facility: Advance Disposal Center SWIS#36-AA-0337 San Bernardino County 17105 Mesa Street Hesperia, CA 92345 | Designated Landfill Disposal Facility: Victorville Landfill SWIS#36-AA-0345 San Bernardino County 18600 Stoddard Wells Road Victorville, CA 92395 |

14. Exhibit J, Section 12 is deleted in its entirety and replaced with the following:

Section 12. Facility Standards

- (a) Grantee shall Transport all Discarded Materials to the Designated Facility(ies) specified in this Exhibit "J" and shall Transfer, Process, and Dispose of Discarded Materials in accordance with this Section. The Designated Facilities shall comply with the following requirements:
 - (1) Option 1a: Three-Container or Four-Container System (Blue Container, Green Container and/or Green and Brown Container, and Gray/Black Container) in Zones A and B Only.
 - (A) Designated Transfer Facility. Grantee's Designated Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Business SSR, SSGCOW, and Gray/Black Container Waste Collected in accordance with Applicable Law.
 - (B) Designated SSR Processing Facility (Blue Containers). Grantee's Designated Recyclables Processing Facility shall be a Facility or operation that Processes Single-Family, Multi-Family, and Commercial Business SSR to recover materials designated for Collection in the Blue Container.
 - (C) Designated Organic Waste Processing Facility (Green Containers). Grantee's Designated Organic Waste Processing Facility shall be a facility that Processes Single-Family, Multi-Family, and Commercial Business SSGCOW to recover Source Separated Organic Waste.
 - (D) Designated Landfill Disposal Facility (Gray/Black Containers). Grantee's Designated Landfill Disposal Facility shall be a Disposal facility that accepts Single-Family, Multi-Family, and Commercial Business Gray/Black Container Waste Collected in accordance with Applicable Law for Disposal.
 - (E) Designated Organic Waste Processing Facility (Brown Containers). Grantee's Designated Organic Waste Processing Facility shall be a facility that Processes Commercial Business SSBRCOW to recover Source Separated Food Waste.
 - (2) Option 1b: Two-Container System for SSR and Solid Waste (Blue Container and Gray/Black Containers) in Zone C Only.
 - (A) Designated Transfer Facility. Grantee's Designated Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Business SSR and Solid Waste Collected in accordance with this Franchise Agreement.
 - (B) Designated Source Separated Recyclables Processing Facility (Blue Containers). Grantee's Designated Source Separated Recyclables Processing Facility shall be a Source Separated Recyclables Processing facility that Processes Single-Family, Multi-Family, and Commercial Business SSR to recover Source Separated Recyclables.
 - (C) Designated Landfill Disposal Facility (Gray/Black Containers). Grantee's Designated Landfill Disposal Facility shall be a Disposal facility that accepts Single-Family, Multi-Family, and Commercial Business Solid Waste Collected in accordance with Applicable Law for Disposal.

(3) Option 2a: Two-Container System for SSGCOW and Mixed Waste (Green Container and Gray/Black Containers) in Zone A only, upon initiation from Director.

(A) Designated Transfer Facility. Grantee's Designated Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Business, SSGCOW and Mixed Waste Collected in accordance with this Franchise Agreement.

(B) Designated Organic Waste Processing Facility (Green Containers). Grantee's Designated Organic Waste Processing Facility shall be an Organic Waste Processing facility that Processes Single-Family, Multi-Family, and Commercial Business SSGCOW to recover Source Separated Organic Waste.

(C) Designated High Diversion Organic Waste Processing Facility (Gray/Black Containers). Grantee's Designated High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Business Mixed Waste Collected in accordance with this Franchise Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility.

15. Exhibit J, Section 14 is deleted in its entirety and replaced with the following:

Section 14. Gray/Black Container Waste, Mixed Waste, and Solid Waste Disposal Standards

(a) Disposal of Gray/Black Container Waste and/or Mixed Waste Collected in Zones A and B, and Solid Waste Collected in Zone C. Grantee shall Transport all Gray/Black Container Waste and Solid Waste Collected under this Franchise Agreement to the Designated Landfill Disposal Facility. Grantee shall Transport all Mixed Waste Collected under this Franchise Agreement to the Designated High Diversion Organic Waste Processing Facility.

(b) Disposal at Designated Facility. Grantee shall not Dispose of Gray/Black Container Waste, Mixed Waste, Solid Waste, or Residual Solid Waste by depositing it on any public or private land, in any river, stream, or other waterway, or in any sanitary sewer or storm drainage system or in any other manner which violates Applicable Laws.

16. Except as amended herein, all other terms and conditions of the Franchise Agreement shall remain in effect.

IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County and the Grantee have each caused this Amendment to be subscribed by its respective duly authorized officers on its respective behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Mountain Disposal Services, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Tracy A. Sweeney

(Print or type name of person signing contract)

Title Vice President

(Print or Type)

Dated: _____

Address 9890 Cherry Ave

Fontana, CA 92335