

**AMENDMENT TWO
TO INTEGRATED SOLID WASTE MANAGEMENT SERVICES AGREEMENT**

THIS AMENDMENT TWO to the INTEGRATED SOLID WASTE MANAGEMENT SERVICES AGREEMENT ("**Amendment**") is dated as of the 27th day of February, 2025 and is entered into by and between the CITY OF CERRITOS, a California charter city and municipal corporation ("**City**"), and ARAKELIAN ENTERPRISES, INC., d/b/a ATHENS SERVICES, a California corporation ("**Athens**" and "**Contractor**") on the terms and subject to the conditions set forth herein. The City and Athens shall sometimes hereinafter be referred to in individually as a "**Party**" or collectively as the "**Parties**."

RECITALS:

A. Public Resources Code § 40000 et seq., declares it is within the public interest to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdictions; and

B. On April 13, 2017, the City entered into that certain Agreement for Integrated Solid Waste Management Services with CalMet Services, Inc., later assigned to Contractor on March 24, 2022, and thereafter amended by that certain Amendment One dated November 28, 2022 (collectively, "**Agreement**"); and

C. Section 6.09.04 of the City's Municipal Code states "Commercial business organic waste generators shall subscribe to either the city's three-container or two-container commercial waste collection service" and City "shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for proper separation of materials and containment of materials; and commercial business generators shall adjust service levels for collection services as requested by the city"; and

D. Due to the lack of availability of processing facilities proximate to the City, the City's two-container commercial collection service does not permit the City to reliably comply with Senate Bill 1383 (stats. 2016, ch. 395) ("**SB 1383**"); and

E. The City Council has determined that it is in the best interest of the City for Contractor to implement certain operational changes pertaining to the provision of professional environmental services in the City in accordance with this Amendment to ensure integrated waste management programs, including but not limited to requiring that Contractor support a three-container commercial collection program; add SB 1383 outreach and reporting programs; align diversion requirements with industry standard; increase certain City services; and modify the term and rate provisions of the Agreement.

AGREEMENT:

NOW, THEREFORE, based on the foregoing Recitals, which are a substantive part of this Amendment and hereby incorporated herein by reference, the Parties hereby agree to amend the Agreement as follows, effective March 1, 2025 ("**Amendment No. 2 Effective Date**").

1. **Term of Agreement.** Sections 2.4 and 2.5 of the Agreement are hereby deleted in their entirety and replaced as follows:

2.4 Term of Agreement

The term of the Franchise granted hereunder and this Agreement shall expire on June 30, 2042; provided, however, that beginning on January 1, 2035 and ending December 31, 2035 ("Deliberation Period"), upon request by Contractor, the City

Council shall convene and hold a vote to determine whether to grant Contractor a new Franchise for a term of ten (10) years commencing July 1, 2042 and to extend the term of this Agreement for a commensurate period. The Parties may, by mutual written agreement, reduce or extend the Deliberation Period. Notwithstanding the foregoing, the unexcused failure or refusal of Contractor to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures specified in Sections 11.1, 11.2, and 11.4, 11.5 and each subpart therein.

2.5 Future Franchises and Agreement Extensions

In the event of the City grants a new Franchise and extends the Agreement as specified in Section 2.4, beginning on January 1, 2045 and ending December 31, 2045, and to the extent applicable, during the period of January 1 to December 31 each ten (10) years thereafter (collectively, the "Future Deliberation Period(s)"), upon request by Contractor, the City Council shall convene and hold a vote to determine whether to grant Contractor a new Franchise for a term of ten (10) years to commence upon the expiration of the then-existing Franchise term and to extend the term of this Agreement for a commensurate period. The Parties may, by mutual written agreement, reduce or extend the Future Deliberation Period(s).

2. **Commercial Organic Waste Collection.** Section 4.1.16 and Exhibit 5 of the Agreement are hereby deleted in their entirety and replaced as follows:

4.1.16 Commercial and Multifamily Organic Waste Collection.

Contractor shall provide all Customers receiving Bin Refuse Collection with at least one 64-gallon Cart for the Collection of Organic Waste and shall Collect all Organic Waste placed therein for Collection not less than once per week. Contractor shall collect the Organic Waste specified in Exhibit 3A, and as amended in writing (email acceptable) between the Parties.

3. **Commercial Recycling Collection.** Section 4.2.4 is hereby deleted in its entirety and replaced as follows:

4.2.4 Commercial and Multifamily Recycling Collection.

Contractor shall provide all Customers receiving Bin Refuse Collection with at least one 96-gallon Cart for the Collection of Recyclable Materials and shall Collect all Recyclable Materials placed therein for Collection not less than once per week. Contractor shall collect the Recyclable Materials specified in Section 4.2.1, and as amended in writing (email acceptable) between the Parties.

4. **Commercial and Multifamily Organic Waste and Recycling Service Changes.** Section 4.2.5 is hereby deleted in their entirety and replaced as follows:

4.2.5 Commercial and Multifamily Organic Waste and Recycling Service Changes.

Notwithstanding any provision in this Agreement to the contrary, based on a waste assessment performed by Contractor, Contractor may adjust the default Cart service levels specified in Sections 4.1.16 and 4.2.5 to any one of the following: (i) additional Carts, (ii) 1.5 to 2 cubic yard Organic Waste Bin(s); (iii) 1, 2, 3, or 4 cubic yard Organic Waste Bin(s); and/or (iii) Roll-off containers with a capacity of 10 or

more cubic yards. Contractor will send for processing 65% of Roll-Off Box loads (including Green Waste loads and Construction and Demolition Debris) Collected by Contractor. Contractor shall determine the appropriate container size, type, quantity, and collection frequency for each Customer, subject to the reasonable disapproval of City. Further, Customers may request increases to container size, type, quantity, and collection frequency. Contractor may assess additional charges for services above default Cart service levels, as specified in Exhibit 1.

5. **Diversion.** Sections 4.2.8, 4.2.9, 4.2.10, are hereby deleted in their entirety and replaced as provided below. Further, while Section 11.3.B.4.b is hereby deleted in its entirety.

4.2.8 Diversion.

During each calendar year of the Term, Contractor shall implement programs designed to achieve a minimum diversion from disposal of all Solid Waste generated in the City, inclusive of Recyclable Materials and Organic Waste, as specified in Public Resources Code § 41780(a)(2) ("Diversion Requirement"); provided, Contractor's obligations hereunder will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its officers or employees, or (iii) as limited by Public Resources Code Section 40059.1.

4.2.9 Corrective Action.

If City fails to comply with the Diversion Requirement due to Contractor's failure to implement the Diversion and public education programs provided for in this Agreement, Contractor must submit a corrective action plan to assist City to comply with the Diversion Requirement by March 15th following the year the Diversion Requirement was not met. Contractor's corrective action plan is subject to approval by the Agreement Administrator, and to be approved, must constitute a good faith corrective action plan to allow City to comply with the Diversion Requirement. Implementation of the corrective action plan will be at Contractor's sole cost and expense. If Contractor fails to submit or implement a corrective action plan acceptable to the City, Contractor may be subject to Liquidated Damages as specified in 11.3.

4.2.10 New Diversion Requirements.

If Contractor fails to comply with the Diversion Requirement, and Contractor has implemented all diversion programs required under this Agreement, the City may direct Contractor to modify its programs or implement new diversion programs. Any such modification of Contractor's existing diversion programs or addition of new diversion programs done at the City's request in accordance with Section 2.10.

6. **SB 1383 Enforcement Support.** A new Section 4.3.4 shall be added to the Agreement as follows:

4.3.4 Bundled Service; Organic Waste Ordinance; Enforcement.

As a default, (i) Customers receiving Cart service will receive one 96-gallon Cart for Refuse, one 96-gallon Cart for Recyclable Materials, and one 96-gallon Cart for Organic Waste and (ii) Customers receiving Bin service will receive one 3-cubic yard Refuse Bin, one 96-gallon Recyclable Materials cart, and one 64-gallon Cart

for Organic Waste ("Bundled Services"). Contractor shall coordinate with City by providing notice to City of any and all persons refusing Organic Waste services. Contractor shall cooperate with City in advertising Bundled Services and implementing and enforcing Chapter Sec. 6.09 of the Cerritos Municipal Code ("SB 1383 Ordinance"). City shall bear the responsibility for code enforcement actions such as notices of code violation and assessment of penalties per the SB 1383 Ordinance. Contractor shall not be liable for any claims, actions, obligations, demands, damages, liabilities, costs, or expenses for any damages or injuries caused by or arising from (i) the failure of Customers to accept Organic Waste service, or (ii) the suspension or termination of services upon nonpayment in whole or in part by Customers, provided Contractor reports such instances of noncompliance or nonpayment to City for code enforcement.

7. **SB 1383 Waivers.** A new Section 4.3.5 shall be added to the Agreement as follows:

4.3.5 SB 1383 Waivers.

The City provides a process for Customers to request a SB 1383 waiver from the requirements to implement SB 1383 diversion programs due to lack of available space and/or de minimis quantities in accordance with Section 6.09.050 of the Municipal Code. Contractor shall be responsible for accepting and reviewing applications for Customer waivers submitted in accordance with Section 6.09.050 of the Municipal Code. Contractor will make recommendations as to acceptance or rejection for a waiver application. City shall approve or reject all waiver requests.

8. **Bus Stop Container Service.** Section 4.4.4 is hereby deleted in its entirety and replaced as follows:

4.4.4 Bus Stop Container Service.

Contractor will collect Solid Waste from bus stop containers located throughout the City. The number of bus stop containers that will be serviced shall be 183 cans serviced 2 times per week. Changes to the number of containers or frequency of collection shall be agreed upon mutual consent between Contractor and City's Public Works Director. Contractor shall transport and deliver the collected solid waste to the disposal facility.

9. **Replacement of Collection Vehicles.** A new Section 4.5.3.I is hereby added to the Agreement as follows:

4.5.3.I Replacement of Collection Vehicles. The Parties acknowledge that Contractor plans to replace the Collection vehicle fleet in use in the City as of January 1, 2025 ("Existing Fleet"). Contractor will expend commercially reasonable efforts to fully replace the Existing Fleet no later than eighteen (18) months after the Amendment No. 2 Effective Date; provided, however, if new Collection vehicles are not available for use in the City at the foregoing time, Contractor will continue to utilize existing Collection vehicles until new vehicles are available for use, provided such vehicles remain in compliance with the requirements of this Agreement.

10. **SB 1383 Cart and Bin Color and Labeling.** Sections 4.5.4.2.D and 4.5.4.4.B of the Agreement are hereby deleted in their entirety. New Sections 4.5.4.A and 4.5.4.B are hereby

added to the Agreement as follows:

4.5.4 A. Container Color. Notwithstanding any provision in this Agreement to the contrary, all Containers provided by Contractor to Customers must comply with the color requirements specified in 14 CCR Section 18984.7 under the timelines and requirements of such section. Containers shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each Container type, as follows: (i) Refuse Container bodies and/or lids shall be black or gray; (ii) Recyclable Materials Container bodies and/or lids shall be blue; and (iii) Organic Waste Container bodies and/or lids shall be green. Hardware such as hinges and wheels on the Containers may be a different color than specified herein.

4.5.4 B. Container Labeling. Contractor shall, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each new Container that has been provided by Contractor to a Customer that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that Container. Imprints or labels shall clearly indicate items that are Prohibited Container Contaminants for each Container.

11. **Cart Maintenance.** A new Section 4.5.12 is hereby added to the Agreement as follows:

4.5.12 Cart and Bin Cleaning.

No more than once annually, if requested by Customer, Contractor shall clean one Cart or Bin at no charge to the Customer. Contractor shall provide such service within seven (7) days of a Customer's request or as otherwise agreed upon by Contractor and Customer. Additional cleanings will be subject to the rates set forth in Exhibit 1.

12. **Non-Payment; Collections; Suspension of Service.** Section 5.1.2 is hereby deleted in its entirety and replaced as follows:

5.1.2 Non-Payment; Collections; Suspension of Service.

Upon no later than 5 days' prior notice to Customer, Contractor may charge a late fee as listed in Exhibit 1 if payment is not received within 30 days of payment due date. Upon no later than 5 days prior notice to Customer, Contractor may remove containers from Commercial, Multifamily, and Roll-off Customers if payment is not received within 90 days. Contractor may charge a restart fee if Container has been removed and service will need to be restarted.

Contractor shall not discontinue service to Single Family Dwelling Customers, without advance written permission from the City, which shall not be unreasonably conditioned, delayed, or denied. City is not required to permit such Collection services to be discontinued, and Contractor will complete its Billing and noticing procedures before requesting that such services be discontinued. Nothing contained herein shall be construed as limiting Contractor's right to temporarily suspend service in lieu of the discontinuation of services.

Notwithstanding the above, in the event of a Billing dispute or to avoid a negative impact on public health or safety in connection with a particular Customer, Contractor shall continue to provide service to such Customer unless permitted otherwise by City, without regard to the status of said Customer account.

13. **SB 1383 Education and Outreach.** A new Section 5.3.2.1 shall be added to the Agreement as follows:

5.3.2.1 SB 1383 Education and Outreach.

Contractor shall provide, and City must approve, education and outreach activities and to create and disseminate educational materials to Customers in compliance with 14 CCR Section 18985.1. In accordance with the foregoing, Contractor will provide the education information required in 14 CCR Section 18985.1 by providing regularly scheduled notices, education materials, billing inserts, or other information disseminated to Customers. Contractor shall maintain records of its education and outreach activities and provide this information upon request to City. City acknowledges that it has a shared responsibility to cooperate with Contractor with respect to the education and outreach activities and creation and dissemination of educational materials hereunder.

14. **Route Reviews; Waste Evaluations.** Section 5.4 of the Agreement is hereby deleted in its entirety and replaced as follows:

5.4 Waste Generation/Characterization Studies.

Contractor acknowledges that City must perform waste characterization studies periodically to comply with the requirements of SB 1383. This shall include the following:

- Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City, to determine weights and volumes of Solid Waste Collected and characterize Solid Waste generated, disposed, transformed, diverted or otherwise handled/processed, by Customer type (Single Family, Multi-Family, Commercial).
- At least twice per year, in two distinct seasons of the year, Contractor shall conduct waste characterizations at facilities owned or operated by Contractor, pursuant to 14 CCR Section 18984.5(c).
- Beginning January 1, 2025, Contractor shall, at its sole expense, conduct hauler route reviews for "Prohibited Container Contaminants" consistent with 14 CCR Section 18984.5(b) in a manner deemed safe by Contractor and such that all hauler routes are reviewed annually. Containers may be randomly selected along hauler routes. Contractor shall develop a hauler route review methodology in compliance with 14 CCR Section 18984.5(b).
- Upon the completion of any study, Contractor shall deliver to City a copy thereof, in digital format when possible and if not by hardcopy, for any study completed pursuant to this Section 5.4.

15. **Annual Rate Approval.** Section 6.4.2 is hereby deleted in its entirety and replaced with the following Sections 6.4.2, 6.4.3, 6.4.4 and 6.4.5:

6.4.2 Annual Rate Adjustment Formula.

The maximum rates set forth in Exhibit 1 shall be adjusted each July 1st for the term of the Agreement by the percentage increase, if any, in the Consumer Price

Index for Trash and Garbage Collection (CUUR0000SEHGO2) U.S. City Average (not seasonally adjusted) as may be amended or renamed and replaced from time to time by the United States Bureau of Labor Statistics or an equivalent index approved by mutual agreement in the event said index is no longer published ("Trash CPI") plus one percent (1%) (i.e., Trash CPI + 1%). Trash CPI shall be measured from March of the previous calendar year through March of the current calendar year.

6.4.3 Residential Rate Adjustments 2025-2028 Rate Years.

Notwithstanding any provision in this Agreement to the contrary, the maximum rates for Cart service for Single Family Dwelling Customers will not be adjusted for the rate year beginning July 1, 2025. Thereafter, the maximum rates set for Cart service for Single Family Dwelling Customers forth in Exhibit 1 shall be annually adjusted as follows:

Effective July 1, 2026	Annual rate adjustment (see Sec. 6.4.2) + \$1.00
Effective July 1, 2027	Annual rate adjustment (see Sec. 6.4.2) + \$1.00
Effective July 1, 2028	Annual rate adjustment (see Sec. 6.4.2) + \$1.00
Effective July 1, 2029 and thereafter	Annual rate adjustment (see Sec. 6.4.2)

For the avoidance of doubt, nothing contained herein shall be construed as limiting the applicability of Section 6.5.

6.4.4 Proposition 218 Hearings.

At the City’s election, and without admitting the applicability of Proposition 218 to this Agreement, City may conduct the hearings with respect to the approval or adjustment of the rates specified in Exhibit 1 in accordance with Proposition 218, and if such hearings commence, the City Council shall agendize a vote to approve or continue such rates, including but not limited to, if necessary, the continuation of the annual rate adjustment specified in Sections 6.4.2 and 6.4.3, in accordance with Government Code Section 53756 and Article XIII D, Section 6(a) of the California Constitution, as applicable.

6.4.5 Rate Invalidation Procedures.

In the event that a valid majority protest pursuant to Proposition 218 or applicable law related thereto ("Invalidation Action") prohibits the continuation of the annual rate adjustment formula, or the approval or implementation of any other rate increase due to Contractor under this Agreement, in whole or in part, City must provide thirty (30) days’ written notice to Contractor identifying such prohibition or disallowance, with a written justification explaining why City is prohibited or disallowed from approving or implementing an adjustment of rates in whole or in part ("Invalidation Notice"). Upon Contractor’s receipt of an Invalidation Notice, Contractor will present an accounting of the amounts otherwise due to Contractor attributable to the invalidated rate(s). City and Contractor shall immediately meet and confer and agree to discuss a revised rate adjustment that may be acceptable; corresponding reductions in programs, services, or fees and payments otherwise due to City to compensate Contractor for the total amount due to Contractor that would have been recovered through the Annual Rate Adjustment formula or other rate adjustment but for denial or prohibition of the same; and/or City paying to keep identified services and programs that may be removed or reduced ("Remedial

Actions"). At the request of City, Contractor shall prioritize proposals to reduce costs including reductions in programs or services. Neither City nor Contractor will unreasonably withhold agreement to Remedial Actions. If City and Contractor do not reach an agreement within ninety (90) days of Contractor's receipt of the Invalidation Notice, or as extended by mutual agreement of the Parties (email communication acceptable), Contractor will immediately offset the total amount of the invalidated rate(s) from the fees otherwise due to City, such as but not limited to franchise fees, or upon written notice to Contractor, City may pay the remaining amounts directly to Contractor from City funds. If Contractor offsets the amounts due, then Contractor shall provide monthly reports to the City Manager that provide the total amounts being offset and the related services. Further, as a result of an Invalidation Action, Contractor may terminate the Agreement without cause or penalty at any time, provided that Contractor provides at least one-hundred eighty (180) days' prior written notice of termination. Contractor's rights hereunder are in addition to any other rights of Contractor upon the invalidation of rates that would otherwise be due to Contractor.

16. **Extraordinary Adjustments Freeze.** A new Section 6.5.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

6.5.1 Extraordinary Adjustments Freeze

Notwithstanding the Section 6.5, for the period between March 1, 2025 and January 31, 2035, an extraordinary rate adjustment shall only be available for extraordinary changes in the costs of providing service that result from changes in law, policy, rules, orders, judicial determinations, regulations, or similar changes, including the implementation or administration thereof ("Extraordinary Change in Law") applicable to the services provided under this Agreement.

17. **SB 1383 Reporting.** A new Section 8.2.3.1 is hereby added to the Agreement as follows:

8.2.3.1 SB 1383 Reporting

Notwithstanding any provision in this Agreement to the contrary, Contractor shall prepare and maintain the records identified in 14 CCR Section 18995.2(f), arising from the Organic Waste services performed by Contractor and assist City in reporting such information. Contractor will provide an annual report of the following: (i) the tons of Organic Waste collected by route, with map of routes; (ii) the total number of generators that receive each type of Organic Waste collection service provided by Contractor; (iii) the number of Organic Waste collection containers distributed by size and customer type; and (iv) annual totals of Organic Waste processed including facility name and location. Contractor shall provide City with business hours access to and any necessary training for use of a Contractor-hosted records systems in order to validate Contractor performance in accordance with the Organic Waste Collection program specified in this Agreement.

18. **Indemnification.** Sections 9.1 and 9.2 are hereby deleted in their entirety and replaced as follows:

9.1 Indemnification

9.1.1 General Indemnification

Contractor hereby agrees to and shall indemnify and hold harmless City, its

elected and appointed boards, commissions, officers, employees, consultants and agents (collectively, "City Indemnitees") from and against all suits and causes of action, claims, losses, demands, and expenses, or for contribution or indemnity claimed by third parties, including but not limited to attorney's fees, cost of litigation (to include actual litigation costs incurred by City, such as the cost of experts and consultants), and damage or liability of any nature, (i) for death or injury to any person, including Contractor's employees and agents or (ii) for damage or destruction of any City property; arising by reason and to the extent of the negligent acts, errors, omissions, willful misconduct, material breach of this Agreement, or violation of law incident to the performance of this Agreement by Contractor, its officers, employees, agents, consultants, contractors and/or subcontractors in performing services under this Agreement.

9.1.2 Hazardous Substances Indemnification

Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor shall indemnify and hold harmless City Indemnitees from and against all claims, actual damages, injuries, costs, losses, liabilities, causes of action, interest, and expenses (including but not limited to reasonable attorney's and expert's fees) incurred by or against City to the extent resulting from any removal or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. or the Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981, Health & Safety Code § 25300 et seq. with respect to Solid Waste (exclusive of e-waste) collected, transported, and disposed of by Contractor at disposal facilities selected by Contractor.

9.1.3 Survival

The provisions of this Section 9.1 shall survive for a period of ten (10) years after expiration or termination of this Agreement.

9.2 Exception

Notwithstanding other provisions of this Agreement to the contrary, Contractor's obligation to indemnify, hold harmless and defend City Indemnitees will not extend to all suits and causes of action, claims, losses, demands, and expenses, or for contribution or indemnity claimed by third parties, including but not limited to attorney's fees, cost of litigation (to include actual litigation costs incurred by City, such as the cost of experts and consultants), and damage or liability of any nature whatsoever to the extent arising or resulting from acts or omissions of third parties not under the control or agency of Contractor in performing services under this Agreement or constituting the negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City Indemnitees.

19. **SB 1383 Guarantee.** A new Section 9.3.1 is hereby added to the Agreement as follows:

9.3.1 SB 1383 Guarantee

Upon notice from City, Contractor shall be deemed in material breach of the Agreement subject to at least ninety (90) days to cure, in the event CalRecycle determines that the requirements of SB 1383 have not been satisfied to the extent: (i) due to the failure of Contractor to meet its obligations under this

Agreement with respect to the waste steam Collected by Contractor; or, (ii) due to Contractor's delay in providing information required under this Agreement that prevents City from submitting reports to CalRecycle in a timely manner (alternatively, a "Noncompliance Event"). Upon any Noncompliance Event, City shall be entitled to the reimbursement of penalties and/or fines assessed by CalRecycle against City to the extent the penalties and/or fines arise from the Noncompliance Event. Notwithstanding other provisions of this Agreement, Contractor's obligations hereunder shall be limited by Public Resources Code Section 40059.1.

20. **Faithful Performance Bond.** Section 9.5 and Exhibit 2 are hereby deleted in their entirety and replaced as follows:

9.5 Faithful Performance Bond

Concurrently with execution of this Agreement, Contractor will continue to keep in place a performance bond in the sum of the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000), in a form acceptable to City, which secures the faithful performance of this Agreement, including, without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement, unless such requirement is waived by the City Manager. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain In force during the entire term of the Agreement and shall be null and void at the conclusion of the term of this Agreement only if he Contractor promptly and faithfully performs all terms and conditions of this Agreement.

21. **Faithful Performance Letter of Credit.** Sections 9.6 and 9.8 are hereby deleted in their entirety. All references to "Letter of Credit" in Sections 2.7(c), 9.9, and 11.3(D) are also hereby deleted from the Agreement.

22. **Termination.** Sections 11.1 and 11.2 are hereby deleted in their entirety and replaced as follows:

11.1 Events of Default

City may terminate this Agreement for default, by giving Contractor 30 days advance written notice, upon the happening of any one of the following events:

- A. Contractor takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under a bankruptcy law, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property.
- B. By order or decree of a court, Contractor is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under a bankruptcy law; provided, however, that if any such judgment or order is stayed or vacated within 60 days after the entry thereof, then any notice of default will be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, such default will be deemed immediate.

- C. A receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and such possession or control continues in effect for a period of 60 days.
- D. Failure by Contractor to pay any undisputed amount owed by Contractor to the City under this Agreement by the deadline such payment is due, where such failure to pay continues for 10 business days following City's issuance of a notice that such amount is past due.
- E. Receipt by Contractor during any calendar year of more than six written default notices, irrespective of the cure thereof by Contractor.
- F. Breach or non-performance of any material covenant or provision of this Agreement not otherwise described in this Article, where Contractor fails to cure such breach or non-performance within 30 days after City's issuance of a default notice (or, in the case of a breach or non-performance that reasonably requires more than 30 days to cure, where Contractor fails to commence the cure within such 30 days or thereafter fails diligently to prosecute the same to completion). Contractor shall have the burden of proof to demonstrate (a) that the default cannot be cured within 30 days, and (b) that Contractor is proceeding with diligence to complete the cure.
- G. Notwithstanding any other provision of this Agreement, if Contractor fails to provide Collection services for a period of three consecutive business days, City may secure Contractor's records on the fourth business day in order to provide for interim Collection Services until such time as the matter is resolved and Contractor is again able to perform pursuant to this Agreement.
- H. Failure by Contractor to perform Collection services for 14 consecutive days shall constitute grounds for City to terminate this Agreement immediately.

11.2 Termination Effective Date

In the event of a default as set forth in Section 11.1, and except as otherwise provided in this Agreement, termination will be effective upon the date specified in City's written notice to Contractor and upon such date this Agreement will be deemed immediately terminated and upon such termination, except for payment of services rendered up to and including the date of termination, all liability of City under this Agreement to Contractor will cease, and City will have the right to call the performance bond and will be free to negotiate with other contractors for the operation of interim and long-term Collection services. Contractor must reimburse City for all direct and indirect costs of providing any interim Collection Services as a result of Contractor's default in this Agreement.

23. **Paper Shredding Events.** Section 11 of Amendment One is hereby deleted in its entirety and replaced with the following:

11. Contractor agrees to provide two (2) on-site paper shredding trucks at two 4-hour community paper shredding events per calendar year, at times and location(s) specified by City and agreed upon by Contractor (which shall not be unreasonably withheld or delayed).

24. **SB 1383 Procurement.** Section 13 of Amendment One is hereby deleted in its

entirety and replaced with the following:

Recovered Organic Waste Products.

- A. **Provision of Recovered Organic Waste Products.** Contractor shall procure and provide to City sufficient quantities of compost, mulch, and/or California-derived Renewable Natural Gas ("CRNG") to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR§ 18993. Contractor may meet this obligation by one or more of the following activities, as determined by Contractor: (i) the use of CRNG in Collection vehicles, provided such CRNG complies with 14 CCR § 18993.1; or (ii) sufficient tons of compost or mulch for distribution on a date and time mutually agreed upon by the Parties.
- B. **Record Keeping Requirements.** Contractor shall comply with the recordkeeping and verification requirements of 14 CCR § 18993.1 and 14 CCR § 18993. 2, as applicable, including but not limited to, records sufficient to evidence the procurement of recovered Organic Waste products made by Contractor on behalf of City. City shall notify Contractor as soon as practicable of any third-party request for documents provided in connection with or related to this Section under the California Public Records Act Request (excluding any request by CalRecycle) to review or copy such material.

25. **Revised Rates.** Exhibit 1 of the Agreement shall be deleted in its entirety, and shall be amended by Exhibit 1 attached to this Amendment and by the reference integrated herein. All references in the Agreement to Exhibit 1 shall be deemed to refer to Exhibit 1 of this Amendment. The rates specified in Exhibit 1 of this Amendment shall be the maximum rates that Contractor is permitted to charge its Customers in the City effective March 1, 2025.

26. **Section Headings.** The section headings in this Amendment are for convenience of reference only and are not intended to be used in the construction of this Amendment or to alter or affect its provisions.

27. **Defined Terms.** Except as expressly specified otherwise in this Amendment, capitalized words and phrases not otherwise defined in this Amendment shall have the same definition and meaning ascribed to them in the Agreement.

28. **Interpretation.** This Amendment does not and shall not be interpreted to change any term, condition, program, or other detail included in the Agreement unless specifically addressed in this Amendment. Except as specifically and expressly provided in this Amendment, all of the terms, conditions, programs, and other details in the Agreement remain in full force and effect, and binding on the Parties hereto.

29. **Entire Amendment.** This Amendment and the Agreement contain the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment.

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

said Party is bound.

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

[Signatures to follow]

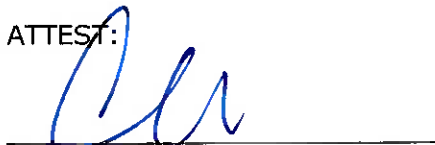
IN WITNESS THEREOF, the Parties hereto have executed this Amendment on the date first above written.

The "City"

CITY OF CERRITOS


MAYOR

ATTEST:



CITY CLERK

"Athens" and "Contractor"

ATHENS SERVICES

BY 
Ron Arakelian, III

Executive officer
Title

BY 
Adam Arakelian

Executive officer
Title

Amendment Exhibit 1
(Agreement Exhibit 1)
MAXIMUM RATES

EXHIBIT 1a
MAXIMUM GROSS RATES - RESIDENTIAL CUSTOMERS
 March 1, 2025 through June 30, 2026

A. CURBSIDE COLLECTION SERVICE	
Cart Service - up to 96 gallons of capacity each: Refuse, Recycling, and Organics cart(s) - per month.	\$25.76
B. ADDITIONAL CONTAINER	
Additional 96 gallons of capacity: Refuse Cart(s) - per month.	\$10.66
Additional 96 gallons of capacity: Recycling Cart(s) - per month. Second 96 gallons of capacity free of charge.	Note: \$10.66
Additional 96 gallons of capacity: Organics Cart(s) - per month. Second 96 gallons of capacity free of charge.	Note: \$10.66
C. EXTRA EMPTY	
Extra Empty - Refuse, Recycle, or Organics - per container.	\$17.56
D. EMPTY CONTAMINATED CONTAINER	
Recycling Contamination Fee - per incident	\$40.00
Organics Contamination Fee - per incident	\$40.00
E. BULKY ITEM PICKUP (ON NON-COLLECTION DAY)	
Bulky Item Pickup (not on pickup day) - per pickup, not to exceed five (5) items.	\$49.00
F. TEMPORARY 3 YARD BIN	
3 Cubic Yard Clean-Up Bin - per bin pull, disposal included.	\$99.34
3 Cubic Yard Clean-Up Bin Extra Empty - per bin pull, disposal included.	\$99.34
G. ROLLOFF SERVICES	
Roll-Off Mini (3 ton limit) - per pull, disposal included.	\$507.90
Roll-Off (6 ton limit) - per pull, disposal included.	\$931.92
Lowboy Roll-Off (6 ton limit) - per pull, disposal included.	\$931.92
H. OTHER	
Cart Maintenance Fee (requires City approval) - per cart.	\$103.98
Sharps Collection Container - per gallon size container.	\$64.39
Cart Size Exchange (multiple exchanges permitted in one trip - per trip.	\$26.85
Cart Customer Special Pickups - no charge.	\$0.00
Cart Wheel-Out and Return Service - per month.	\$49.21
Recycling Contamination Fee - per incident	\$40.00
Organics Contamination Fee - per incident	\$40.00
Over-Weight & Over-Fill - per incident	\$40.00

EXHIBIT 1b
MAXIMUM GROSS RATES - COMMERCIAL CUSTOMERS
 March 1, 2025 through June 30, 2026

Container Size	Collection Frequency						
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week	7X Week
A. BUNDLED SERVICE							
95 Gallon	\$193.99	\$388.80	\$583.20	\$775.66	\$969.56	\$1,163.48	\$1,367.09
1 Cubic Yard	\$310.89	\$613.25	\$919.87	\$1,223.44	\$1,529.28	\$1,835.15	\$2,156.30
1.5 Cubic Yard	\$336.87	\$663.13	\$994.69	\$1,322.94	\$1,653.67	\$1,984.42	\$2,331.68
2 Cubic Yard	\$362.85	\$713.00	\$1,069.51	\$1,422.45	\$1,778.05	\$2,133.67	\$2,507.06
3 Cubic Yard	\$370.31	\$762.89	\$1,144.32	\$1,521.95	\$1,902.43	\$2,282.93	\$2,682.44
4 Cubic Yard	\$531.71	\$1,037.21	\$1,555.82	\$2,069.24	\$2,586.54	\$3,103.85	\$3,647.03
6 Cubic Yard	\$577.16	\$1,124.50	\$1,686.74	\$2,243.38	\$2,804.20	\$3,365.06	\$3,953.94
2 CY Compactor	\$583.66	\$1,136.97	\$1,705.45	\$2,268.25	\$2,835.30	\$3,402.38	\$3,997.79
3 CY Compactor	\$713.55	\$1,386.36	\$2,079.54	\$2,765.78	\$3,457.22	\$4,148.68	\$4,874.69
4 CY Compactor	\$778.50	\$1,511.06	\$2,266.57	\$3,014.55	\$3,768.18	\$4,521.83	\$5,313.14
Locking Bin Fee	\$23.76	\$29.70	\$35.63	\$41.64	\$47.60	\$54.07	\$59.50
Roll-Out Services	\$50.01	\$113.25	\$150.01	\$200.01	\$250.01	\$300.01	\$550.01
B. ADDITIONAL RECYCLING SERVICES							
95 Gallon	\$48.71	\$103.50	\$155.25	\$206.47	\$258.09	\$309.72	\$363.91
1 Cubic Yard	\$150.94	\$289.79	\$434.69	\$578.14	\$722.66	\$867.20	\$1,018.96
1.5 Cubic Yard	\$172.49	\$331.19	\$496.78	\$660.72	\$825.90	\$991.08	\$1,164.52
2 Cubic Yard	\$194.06	\$372.58	\$558.88	\$743.32	\$929.15	\$1,114.97	\$1,310.10
3 Cubic Yard	\$215.62	\$413.98	\$620.98	\$825.90	\$1,032.38	\$1,238.85	\$1,455.65
4 Cubic Yard	\$334.22	\$641.68	\$962.52	\$1,280.15	\$1,600.19	\$1,920.22	\$2,256.26
6 Cubic Yard	\$371.94	\$714.13	\$1,071.19	\$1,424.68	\$1,780.85	\$2,137.02	\$2,511.00
2 CY Compactor	\$377.34	\$724.48	\$1,086.72	\$1,445.34	\$1,806.66	\$2,168.00	\$2,547.39
3 CY Compactor	\$485.14	\$931.47	\$1,397.20	\$1,858.28	\$2,322.85	\$2,787.42	\$3,275.22
4 CY Compactor	\$539.05	\$1,034.96	\$1,552.45	\$2,064.76	\$2,580.95	\$3,097.13	\$3,639.13
C. ADDITIONAL ORGANICS SERVICES							
65 Gallon	\$80.34	\$160.61	\$240.90	\$320.42	\$400.51	\$480.62	\$564.73
95 Gallon	\$90.92	\$174.57	\$261.87	\$348.27	\$435.34	\$522.41	\$613.83
1 Cubic Yard	\$254.59	\$488.81	\$733.20	\$975.17	\$1,218.96	\$1,462.73	\$1,718.72
1.5 Cubic Yard	\$290.96	\$558.63	\$837.94	\$1,114.47	\$1,393.09	\$1,671.72	\$1,964.26
2 Cubic Yard	\$327.33	\$628.46	\$942.70	\$1,253.77	\$1,567.23	\$1,880.68	\$2,209.79
D. MANURE BIN SERVICES							
3 Cubic Yard	\$434.30						
E. TEMPORARY BIN SERVICES							
3 Cubic Yard Clean-Up Bin - per bin pull, disposal included.						\$186.95	
3 Cubic Yard Clean-Up Bin Extra Empty - per bin pull, disposal included.						\$71.87	
F. OTHER							
Maximum Extra Bin Pickup Fee with Lock-Lid - per extra pickup, based on bin size:				1 Yard	2 Yards	3 Yards	4 Yards
				\$89.38	\$98.66	\$108.58	\$118.53
Maximum Extra Bin Pickup Fee - per extra pickup, based on bin size:				1 Yard	2 Yards	3 Yards	4 Yards
				\$69.54	\$79.47	\$89.40	\$99.34
Recycling Contamination Fee - per incident						\$40.00	
Organics Contamination Fee - per incident						\$40.00	
Over-Weight & Over-Fill - per incident						\$40.00	

EXHIBIT 1c
MAXIMUM GROSS RATES - ROLLOFF SERVICES
 March 1, 2025 through June 30, 2026

A. ROLLOFF	
Roll-Off (6 ton limit) - per pull, disposal included.	\$1,077.39
Lowboy Roll-Off (6 ton limit) - per pull, disposal included.	\$1,077.39
Roll-Off Over-Weight Fee - per ton over limit	\$148.59
B. OTHER	
Copy of Facility Weight Ticket - each.	\$4.10
Copy of Work-Order - each.	\$4.10
Dry-Run/Dead-Run - per incident.	\$122.29
Roll-Off Box Relocation - per incident.	\$122.29
Roll-Off Wash-Out - per incident.	\$122.89
Roll-Off Inactivity - per day.	\$57.00

EXHIBIT 1d
MAXIMUM GROSS RATES - ANCILLARY SERVICES
March 1, 2025 through June 30, 2026

A. ADDITIONAL CHARGES	
Clean-Up Bin Inactivity - per day.	\$7.90
Commercial Bin Maintenance Fee - per incident.	\$196.78
3 Yard Bin Rental (on-call customers) - per month.	\$58.88
Bin Customer Special Pickups (bulky items and e-waste, not to exceed 5 items) - per trip.	\$49.65
Emergency Services: One truck, one-man crew - per hour.	\$157.42
Emergency Services: One truck, one-man crew (weekends, holidays, overtime) - per hour.	\$277.85
Finance Charge: Charged to accounts 30 days or more overdue - per month.	1.50%
Return Payment Fee/Credit Card Decline Fee - per incident	\$37.09
Re-Start Fee: Charged to accounts closed (stop service) for non-payment - per incident.	\$40.82
Re-Start Fee: Charged to deliver bins to accounts closed (stop service) for non-payment - per bin.	\$136.09
Additional Street Sweeping Rate - per curb-mile.	\$29.80
Additional Sweeping Services: During regular working hours (M-F, 8am-5pm) - per Hour.	\$81.64
Additional Sweeping Services: After regular working hours - per Hour.	\$102.07
Delinquent Processing Fee	\$35.00
Declined Payment (any reason)	\$35.00

Amendment One to the Integrated Solid Waste Management Agreement

An electronic copy of this exhibit is available for download from the City of Cerritos website at www.cerritos.gov on the agenda page for the meeting during which this item will be considered.

Additionally, a hard copy of this exhibit is available for public viewing and inspection at the City Clerk's Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City observed holidays.

2017 Integrated Solid Waste Management Agreement

An electronic copy of this exhibit is available for download from the City of Cerritos website at www.cerritos.gov on the agenda page for the meeting during which this item will be considered.

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