

AMENDMENT NO. 4
to County Franchise Agreement with Garaventa Enterprises

This Amendment No. 4 to County Franchise Agreement with Garaventa Enterprises (“Fourth Amendment”) is entered into by and between Garaventa Enterprises, Inc., dba Mt. Diablo Resource Recovery – Contra Costa County (“Contractor”), and the County of Contra Costa, a political subdivision of the State of California (“County”), effective July 14, 2020. County and Contractor may be referred to collectively herein as the “Parties.”

RECITALS

- A. County and Contractor are parties to a “Franchise Agreement with Garaventa Enterprises,” dated May 2, 1995. The 1995 agreement, as amended by the Parties on or about January 8, 2000, January 25, 2011, and August 9, 2011, is hereafter referred to as the “Agreement.”
- B. Under the Agreement, (i) Contractor has the exclusive right to collect, remove and dispose of Residential Solid Waste and Commercial Solid Waste and Recycling Material in the Franchise Area, and (ii) the County establishes and regulates the rates Contractor may charge in the Franchise Area for Residential Solid Waste and Commercial Solid Waste collection. The Parties desire to expand the services to be provided by Contractor within the Franchise Area.
- C. In administering the Agreement, the County has established a rate setting methodology that (i) provides for periodic rate reviews accompanied by annual audited financial statements, (ii) incorporates annual changes in the Consumer Price Index (CPI) for All Urban Consumers for the San Francisco Oakland San Jose Bay Area between audited rate applications, (iii) specifies the costs that are “pass-through” (without profit) and the costs that are subject to reasonable profit, and (iv) provides for the recovery of the reasonable costs incurred by Contractor in performing services under the Agreement.
- D. Under the Agreement, Contractor is required to perform certain services at County buildings in the Franchise Area for no charge. The Parties desire to expand the scope of these services to include certain limited on-call services for specified locations within the County rights-of-way, and provide for payment by the County to the Contractor for services exceeding the defined limit.
- E. The purpose of this Amendment is to (i) revise definitions and incorporate additional defined terms, (ii) revise the required submittal frequency applicable to rate applications, (iii) revise the scope and terms of on-call pick-up services provided to Customers in the Franchise Area by Contractor, (iv) add Exhibit C to reflect the scope of Residential Solid Waste and Commercial Solid Waste collection services being provided to Customers in the Franchise Area, (v) revise the scope and terms of services provided to public facilities in the Franchise Area by Contractor and describe such in a new Exhibit D, (vi) revise the scope of services provided by Contractor in the Franchise Area that relate to community clean-up projects, and (vii) make other non-substantive changes.

In consideration of the above and the promises and other provisions in this Amendment, the Parties agree to amend the Agreement as follows.

AGREEMENT

1. All capitalized defined terms used but not defined in this Fourth Amendment have the meanings ascribed to them in the Agreement.
2. Section 2, **DEFINITIONS**, is deleted in its entirety and replaced with the following:
 2. **DEFINITIONS.** As used herein, the following terms have the meanings set forth below:
 - (a) **Agreement.** “Agreement” means this Agreement by and between the County and Contractor for the collection, removal and disposal of solid waste and the recycling of material.
 - (b) **Act.** “Act” means the California Integrated Waste Management Act of 1989 (Public Resources Code, § 4000 et seq.) and all rules and regulations adopted under any of those sections, as such sections, rules and regulations may be amended from time to time in the future.
 - (c) **Board.** “Board” means the Board of Supervisors for the County of Contra Costa.
 - (d) **Commercial Solid Waste.** “Commercial Solid Waste” means Solid Waste routinely originating from stores, business offices and other commercial and light industrial sources, excluding residences and any wastes from heavy industry (i.e., industry that manufactures or processes petroleum, lumber, steel, chemicals, explosives, fertilizers, gas, rubber, cement, sugar and other such products [see section 84-60.402 of the Contra Costa County Ordinance Code.]).
 - (e) **Contractor.** “Contractor” means Garaventa Enterprises, Inc., a California Corporation, dba Mt. Diablo Resource Recovery – Contra Costa County, and is the entity which has been granted an exclusive franchise pursuant to the terms and conditions set forth herein.
 - (f) **County.** “County” means the County of Contra Costa.
 - (g) **Customers.** “Customers” means those who have contracted with the Contractor for the collection of materials for recycling and/or for the collection, removal, or disposal of Solid Waste, pursuant to this Agreement and applicable ordinances of County, including mandatory subscription ordinances.
 - (h) **Designated Waste.** “Designated Waste” as used herein has the meaning set forth in Section 20210 of Title 27 of the California Code of Regulations, as amended from time to time.

(i) **Director.** "Director" means the director of County's Conservation and Development Department. All references in this Agreement to the "Director of Community Development" or "Community Development Director" mean the Director.

(j) **Franchise Area.** "Franchise Area" means the geographic area generally described in Exhibit A to this Agreement, attached hereto and incorporated herein by reference and illustrated in the Geographic Information Systems (GIS) mapping to be maintained and used to generate maps that can be made available for inspection at County's Conservation and Development Department. Exhibit A and said GIS mapping data shall be amended from time to time to reflect changes of boundaries of the Franchise Area in such a manner as to identify each alteration to the Franchise Area and the effective date thereof, with the exception of changes resulting from annexations pursuant to Section 33, which need not reflect the boundaries and effective dates of each annexation.

(k) **Hazardous Waste.** "Hazardous Waste" includes any waste material or mixture of wastes which is toxic, corrosive, flammable, an irritant, a strong sensitizer, which generates pressure through decomposition, heat or other means, if such a waste or mixture of wastes may cause substantial personal injury, serious illness or harm to humans, domestic animals, or wildlife, during or as an approximate result of any disposal of such wastes as defined in Article 2, Chapter 6.5, Section 26117 of the Health and Safety Code. The terms "toxic," "corrosive," "flammable," "irritant," and "strong sensitizer" shall be given the same meaning as in the California Hazardous Substances Act (Chapter 13 commencing with Section 28740 of Division 21 of the Health and Safety Code). (14 Cal. Code Regs., § 17225.32.)

(l) **Industrial Waste.** "Industrial Waste" includes all types of Solid Waste which result from industrial processes and manufacturing operations and/or which originates from such facilities.

(m) **Infectious Waste.** "Infectious Waste" includes:

(1) Equipment, instruments, utensils and other fomites of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies;

(2) laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and secretions obtained from patients or laboratory animals) and disposable fomites (any substances that may harbor or transmit pathogenic organisms) attendant thereto;

(3) surgical operating room pathologic specimens - including recognizable anatomical parts, human tissue, anatomical human remains and disposable materials from hospital, clinics, outpatient areas and emergency rooms, as is also defined

in Section 314 (d) of the California Administrative Code, Title 17. (14 Cal. Code Regs., §17225.36.)

(n) Recycle, Recycled or Recycling. “Recycle”, “Recycled” or “Recycling” means the process of collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become Solid Waste, and recovering them so that they may be turned into new products. Recycle, Recycled or Recycling includes composting of organic materials including yard waste and food waste as well as any other Director approved means of diverting waste in accordance with the Integrated Waste Management Act (including waste-derived Alternative Daily Cover that qualifies as diversion under State law).

(o) Recyclable Material. “Recyclable Material” means all organic and non-organic materials the Contractor is required to Recycle, including but not limited to glass, aluminum, paper and green waste. Listing of Recyclable Material can be found in Exhibit C, which may be changed from time to time by agreement of the County and Contractor, or pursuant to the provisions of Section 12.b and Section 17 of the Agreement.

(p) Residential Solid Waste. “Residential Solid Waste” means Solid Waste routinely originating from single-family or multiple family dwellings. Residential Solid Waste includes household hazardous waste, but does not include Septage.

(q) Septage. “Septage” means non-sewered liquid or semi-liquid waste which may be trucked to treatment facilities for disposal, to include, but not be limited to, waste from residential septic tanks, commercial grease clean-outs, and industrial waste holding facilities.

(r) Solid Waste. “Solid Waste” has the meaning set forth in Section 40191 of the California Public Resources Code as of the date of execution of this Agreement. Solid Waste includes, but is not limited to, all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, demolition and construction wastes, abandoned vehicles, and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes and other discarded solid and semisolid wastes. Solid Waste does not include Recyclable Material, Septage, Infectious Waste, Designated Waste, and Hazardous Waste, except household hazardous waste and universal waste.

(s) Waste Stream. “Waste Stream” means the Solid Waste to be collected under this Agreement from the time of its collection by the Contractor to its disposal at a landfill or, at County’s discretion, delivery to a transfer facility or other facility by Contractor.

3. Section 5, **EXCLUSIVE PRIVILEGE AND DUTY**, is deleted in its entirety and replaced with the following:

5. EXCLUSIVE PRIVILEGE AND DUTY.

(a) Privilege. To the extent allowed by law, County hereby grants to Contractor the exclusive privilege to collect and remove for disposal and Recycling all Residential Solid Waste, Commercial Solid Waste, and Recyclable Material from within the Franchise Area and charge for the services performed, in accordance with this Agreement.

(b) Duty. In return for the exclusive privilege granted by this Agreement, Contractor shall collect and remove for disposal and Recycling all Residential Solid Waste, Commercial Solid Waste, and Recyclable Material for Customers within the Franchise Area, and perform other specified services, in accordance with this Agreement and Exhibits C and D attached hereto and incorporated herein.

4. Section 7, CONTRACTOR'S DUTY TO MAINTAIN RECORDS; COUNTY'S RIGHT TO EXAMINE RECORDS, is deleted in its entirety and replaced with the following:

7. CONTRACTOR'S DUTY TO MAINTAIN RECORDS; COUNTY'S RIGHT TO EXAMINE RECORDS. Contractor shall maintain a proper set of books and records in accordance with generally accepted accounting principles, accurately reflecting the business done by it under this Agreement.

Contractor shall further maintain and make available to County, upon its request, records as to number of Customers, total and by type, route maps, service records and other materials and operating statistics in such manner and with such detail as County may require. County shall treat the information required by this paragraph that affects the competitive position of the company as confidential information to the extent permitted by law.

County may at any time during the term of this Agreement, have the books and records of the Contractor examined by a County Agent or Agents appointed for that purpose by the County. Unless such examination pertains to review of a rate application submitted by the Contractor, County shall give thirty (30) days' written notice to the Contractor of such examination date. County expenses incurred under this section shall be paid by Contractor upon request of the Director, subject to cost recovery through the rates allowed by the County hereunder.

The information by this section shall pertain to Contractor's operations covered and regulated by this Agreement, and nothing contained herein shall require the Contractor to provide the County with information pertaining to the Contractor's operations which are not regulated by the County, except in conformance with this section.

County's Agents may examine Contractor's books, records and financial statements pertaining to operations not regulated by the County as may be reasonably required for the sole purpose of gathering information necessary to allow the Agents to ascertain

whether income, expenses, assets and liabilities are reasonably and consistently allocated among operations regulated by County and those not regulated by the County. Contractor shall obtain County's written approval of its method of segregating its financial records between County-regulated and non-County regulated operations. County shall not unreasonably withhold such approval.

To the extent allowed by law, information gained from examination of records pertaining to operations not regulated by the County shall be treated by County and its agents as confidential information.

For the review of books and other financial records necessary to verify the Contractor's income, expenses, assets and liabilities, "County Agent" shall mean County employees, an independent Certified Public Accountant, or professional financial consulting firm retained by the County. For all other information or records, including the results of financial verification, "County Agent" shall mean any consultant designated by the County or County employees.

Nothing in this section will prevent County from allowing public access to County records as provided for under the California Government Code, and in the event any dispute arises as to public access to information provided by Contractor under the terms of this Agreement, the County shall in its discretion provide public access to said information according to law or tender the defense of any claims made against the County concerning said information to Contractor. Prior to releasing any information pursuant to this paragraph, County shall make a good faith effort to notify Contractor of the intended release.

5. Section 8, **RATES**, is deleted in its entirety and replaced with the following:

8. RATES.

(a) The County shall establish and regulate rates for collection of Residential Solid Waste, Commercial Solid Waste, and Recyclable Material within the Franchise Area (the "Collection Rates"). In establishing the Collection Rates, the County shall use the methodology set forth in the Rate Methodology Manual approved by the County, as the manual may be modified by the County from time to time (the "Rate Manual").

(b) In determining the rates, the County shall consider fairness to both Contractor and the Customers. Reasonable costs incurred by Contractor pursuant to this Agreement shall be determined by the County during the rate review process.

(c) The maximum rate that the Contractor may charge Customers within the Franchise Area for collection, Recycling and disposal services shall be the highest Collection Rate being charged by the Contractor within the Franchise Area immediately before the effective date of the Fourth Amendment to this Agreement as set forth in Exhibit B, attached hereto and incorporated herein. Nothing in this Agreement precludes Contractor from charging rates less than the maximum rates fixed by the County. Pending

subsequent approvals of rate increases by the County, the maximum rates chargeable shall be those rates set forth in Exhibit B.

(d) Following consultation with the Contractor and examination of industry norms and trends, the County, in its sole discretion, shall determine the method of determining Contractor profitability.

6. Section 9, **RATE APPLICATIONS**, is deleted in its entirety and replaced with the following:

9. RATE APPLICATIONS.

(a) The Collection Rates set forth in this Agreement may be adjusted annually in accordance with the Rate Manual.

(b) All costs associated with County review and processing of rate applications shall be paid by Contractor upon request and shall be allowed as a pass-through cost in the rate application process.

(c) Rate applications shall be prepared in accordance with such forms and in such detail as required by the County. Rate application forms and associated guidelines and instructions are contained in the Rate Manual.

(d) Contractor shall submit its first rate application as directed by the County. All rate applications shall include information from the previous approved rate change to the present, or such other period of time as is selected by the County. Every four years, a detailed rate application shall be accompanied by an audited financial statement covering the entire period specified in the Rate Manual together with supporting documentation as required to segregate Contractor's County-regulated activities from other business activities. In intervening years, Contractor may submit abbreviated rate applications as provided for and described in the Rate Manual.

(e) The Director may, in writing, allow the rate application to be submitted without an audited financial statement provided the Director is satisfied that the level of verifiable detail allows for adequate assessment of the Contractor's income, expenses, assets and liabilities.

(f) Rate changes may be initiated by County at any time or by Contractor under the conditions allowed in this section and the Rate Manual. In either case, Contractor shall prepare a rate application in accordance with the requirements of this section and the Rate Manual. If the rate change is initiated by County, the Contractor shall submit its rate application to County within 60 days of County's notice to Contractor. If the rate change is initiated by Contractor, it shall be submitted no more than once a year under normal operating conditions. The date of Contractor initiated applications shall be standard, year by year; such dates have been mutually determined by the Parties and incorporated into the rate setting schedules in the Rate Manual.

(g) In the event that the Director determines that a rate change requested by Contractor is no more than the applicable annual change in the CPI for All Urban Consumers for the San Francisco Bay Area for that rate year, Contractor may increase its rate up to such amount without obtaining rate change approval from the Board as may be provided for and described in the Rate Manual.

(h) Contractor may defer submittal of a detailed rate application pursuant to the preceding paragraph for a maximum of three consecutive years.

(i) In the event that Contractor must make significant changes in its operations or experiences significant changes in costs or revenue not under its control, Contractor may submit an extraordinary rate application. Contractor shall provide documentation for the need for such rate application relative to those extraordinary changes as provided for and described in the Rate Manual. The application will thereafter be reviewed by County staff and scheduled for consideration by the Board.

7. Section 10, **OPERATION BY CONTRACTOR**, is deleted in its entirety and replaced with the following:

10. OPERATION BY CONTRACTOR.

(a) Contractor shall furnish all equipment necessary to provide services under this Agreement, including providing containers to Customers in accordance with Exhibit C.

(b) In performing services under this Agreement, Contractor shall use trucks with covered, water-tight truck bodies constructed of sufficient strength to withstand a fire within, without endangering adjacent property. Contractor shall keep trucks, drop boxes, bins, and similar equipment in good repair and working condition at all times, and cause them to be cleaned as needed. Contractor shall repair or replace carts and other Contractor supplied containers when drivers or Customers identify specific containers as either missing or in disrepair. Carts, bins and boxes must be cleaned prior to delivery to Customers. Contractor shall cause its name and telephone number to appear on the side of each truck and on each drop box, bin and similar type equipment provided by Contractor.

(c) Contractor shall provide all labor necessary to carry out the services required of it under this Agreement.

(d) Contractor agrees to act at the direction of the County on matters pertaining to the development and implementation of promotional outreach efforts and raising customer awareness. Contractor shall develop and distribute notices and other informational materials for Customers as required by the Director. Contractor shall send copies of any material intended to be sent to Customers at least fourteen (14) days in advance of the intended distribution date of those materials unless a shorter review period is approved in advance by the Director. The form and content of notices and other informational materials shall be subject to the prior review and approval of the Director.

8. Section 12, **CUSTOMER SATISFACTION, AB 939 AND EFFICIENCIES IN OPERATION** is amended by deleting subsection (a) in its entirety and replacing it with the following subsection (a), and by adding the following new subsection (d) as follows:

(a) From time to time, at its discretion, County may examine Contractor's operation in order to evaluate whether the Contractor is operating at a satisfactory level of efficiency and customer satisfaction. Contractor agrees to cooperate in any such examination and shall permit County representatives to inspect, at Contractor's principal place of business, such information pertaining to Contractor's obligations hereunder as County may require, including, but not limited to, such things as customer inquiry records, collection routes and equipment records. Access to Contractor's records shall be subject to Paragraph 7 (Contractor's Duty to Maintain Records; County's Right to Examine Records).

(d) Contractor shall provide copies to the County of any written materials intended to be sent to Customers at least fourteen (14) days in advance of the intended printing date of those materials, unless a shorter review period is approved in advance by the Director. The form and content of public information and notification materials required by the County for the purpose of improving service, increasing Customer satisfaction, or meeting diversion requirements shall be subject to the prior review and approval of the Director.

9. Section 18, **FREE SERVICE TO COUNTY**, is deleted in its entirety and replaced with the following:

18. SERVICE FOR PUBLIC FACILITIES. Contractor shall collect and remove for disposal and Recycling all Solid Waste and Recyclable Material from County buildings, street cans and other public purpose facilities that are owned, operated or occupied by the County and identified on Exhibit D. In addition, Contractor shall, on an on-call basis, collect and remove for disposal and Recycling all Solid Waste and Recyclable Material from specified locations within the public right-of-way upon the request of the Director, in accordance with Exhibit D. Except as set forth in Exhibit D, services provided pursuant to this Section are to be provided at no charge to the County. Expenses incurred by Contractor in performing services pursuant to this Section will be treated as allowable for rate setting purposes to the extent such costs are properly accounted for in the rate application(s) submitted by Contractor, unless otherwise specified in Exhibit D. Contractor shall properly account for any revenue received in the form of compensation provided for in return for on-call services described in Exhibit D. The Director may change Exhibit D from time to time to incorporate changes in services or locations.

10. Section 19, **FRANCHISE AREA-WIDE COLLECTION**, is deleted in its entirety and replaced with the following:

19. ON-CALL CLEAN-UP.

(a) Unless otherwise determined by the Director, in each year of this Agreement, Contractor shall perform the following services for each Customer in the Franchise Area, on an on-call basis, upon request of the Customer: (i) Two general clean-up collections of bagged or bundled material, with each collection consisting of up to two cubic yards (i.e., up to twelve 35-gallon bags) of Solid Waste or Recyclable Material, and (ii) one curbside pickup of bulky items. The services to be provided pursuant to this Section are more fully described in Exhibit C.

(b) Contractor shall submit quarterly reports to the Director indicating (i) the number of curbside general clean-ups performed during the reporting period, and (ii) the number of curbside pickups of bulky waste items performed during the reporting period. Expenses incurred by Contractor in performing services pursuant to this Section will be treated as allowable for rate setting purposes to the extent such costs are properly accounted for in the Rate Application(s) submitted by Contractor.

(c) The scope and frequency of collection services provided pursuant to this Section may be changed from time to time at the direction of, or with the approval of, the Director and without the need to amend this Agreement.

11. Section 20, **PARTICIPATION IN COMMUNITY CLEAN-UP PROJECTS**, is deleted in its entirety and replaced with the following:

20. PARTICIPATION IN COMMUNITY CLEAN-UP PROJECTS.

(a) Contractor shall provide, upon request of the Director, Solid Waste drop boxes or equivalent containers for community clean-up events or other clean-up projects within the Franchise Area as specified in Exhibit D. The Contractor's obligation shall be limited to the equivalent of forty (40) 40-cubic yard drop boxes per year, per region in the Franchise Area, pursuant to this Section, as long as the Franchise Area is not expanded.

(b) Expenses incurred by Contractor in performing services pursuant to this Section, if properly documented in the Rate Application(s) submitted by Contractor, shall be treated as allowable for rate setting purposes.

12. Section 30, **ASSIGNABILITY**, is deleted in its entirety and replaced with the following:

30. ASSIGNABILITY. Contractor shall not sell, assign, subcontract or transfer this Agreement or any part hereof, or any obligation hereunder, without the written consent of County.

The term assignment shall include any dissolution, merger, consolidation or other reorganization of Contractor, which results in change of control of Contractor, or the sale or other transfer by probate proceeding or otherwise of a controlling percentage of Contractor's capital stock to a person not a shareholder on the date of the execution of this Agreement. The term "assignment" does not include internal business reorganizations or formations of new companies by Contractor, formation of trusts by Contractor or transfers of any interest of Contractor as a result of death, disability or estate planning by one or more of the principals of Contractor, so long as essential management decisions are retained by the children of Silvio Garaventa, Sr. and/or their spouses.

It is understood and agreed by the parties that any or all of the following entities may presently and in the future perform the obligations and responsibilities of the Contractor in the regions of the Franchise Area, provided that each entity performing obligations and responsibilities of the Contractor is and remains 100% owned by the shareholders of Contractor: Brentwood Disposal Service, Inc., Concord Disposal Service, Inc., Discovery Bay Disposal, Inc., Delta Debris Box Service, Inc., and Pittsburg Disposal and Debris Box, Inc. Performance of the obligations and responsibilities of the Contractor by any of the above entities shall not be deemed an assignment under this section.

In the event Contractor herein attempts to assign or subcontract this Agreement or any part hereof or any obligation hereunder, County shall have the right to elect to terminate this Agreement forthwith, without suit or other proceeding.

Consent to assignment may not be unreasonably withheld. However, it is understood that County's grant of this franchise to Contractor is partly persuaded by the Contractor's financial strength and background in the field of waste management; therefore, assuming Contractor maintains its ability to faithfully carry out its duties hereunder, it is in the County's ratepayers' best interest for Contractor to continue under this Agreement.

Following a public hearing, County may assign or transfer any or all of its rights under this Agreement without the consent of Contractor to any legally authorized public entity

13. Section 32, **NOTICE PROVISIONS**, is deleted in its entirety and replaced with the following:

32. NOTICE PROVISIONS. Any notice required or permitted under this Agreement shall be in writing and shall be directed to the following persons at the following addresses:

To Contractor:

Garaventa Enterprises
Attn: Chief Executive Officer
4080 Mallard Drive
Concord CA 94520

To County:

Contra Costa County
Attn: Director of Conservation and Development
30 Muir Road
Martinez, CA 94553

All notices shall be effective upon delivery if given by personal delivery, or ten (10) days after mailing if given by certified mail, return receipt requested.

14. Section 34, **AFFILIATED ENTITIES**, is deleted in its entirety and replaced with the following:

34. AFFILIATED ENTITIES. Contractor shall provide information necessary to reasonably satisfy County that the charges made by any Affiliated Entity are reasonable in accordance with the provisions of Section 7 (Contractor's Duty to Maintain Records; County's Right to Examine Records). Information gained from examination of books and records pertaining to operations not regulated by the County shall be treated by the County and its agents as confidential information.

"Affiliated Entity" shall be defined, for purposes of this section, as any entity which provides products or services to Contractor and in which either Contractor or the affiliated entity owns a ten percent (10%) or greater interest in the other, or where one person or entity owns ten percent (10%) or greater interest in both. For purposes of this section, the term "Contractor" shall include Contractor, and if Contractor is an individual or a group of individuals (partnership), all immediate family members, or if a corporation, major shareholders, and if any major shareholder is an individual, said individuals' immediate family members. For the purpose of this paragraph, "immediate family" includes spouses and relatives of the first degree of consanguinity, and their spouses.

15. **EXHIBITS.** All exhibits are deleted and replaced with the following exhibits, which are attached hereto and incorporated herein:

Exhibit A – Map of Franchise Area.
Exhibit B – Maximum Collection Rates.
Exhibit C – Basic Residential and Commercial Services.
Exhibit D – Services for Public Facilities.


Contractor shall perform all services specified in Exhibits C and D.

Except as amended by this Fourth Amendment, the terms of the Agreement remain in full force and effect.

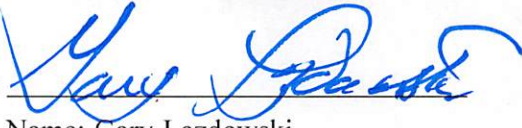
COUNTY OF CONTRA COSTA

GARAVENTA ENTERPRISES, INC.

By _____
Chair, Board of Supervisors

By: 
Name: Ronald J. Proto
Title: Chief Executive Officer

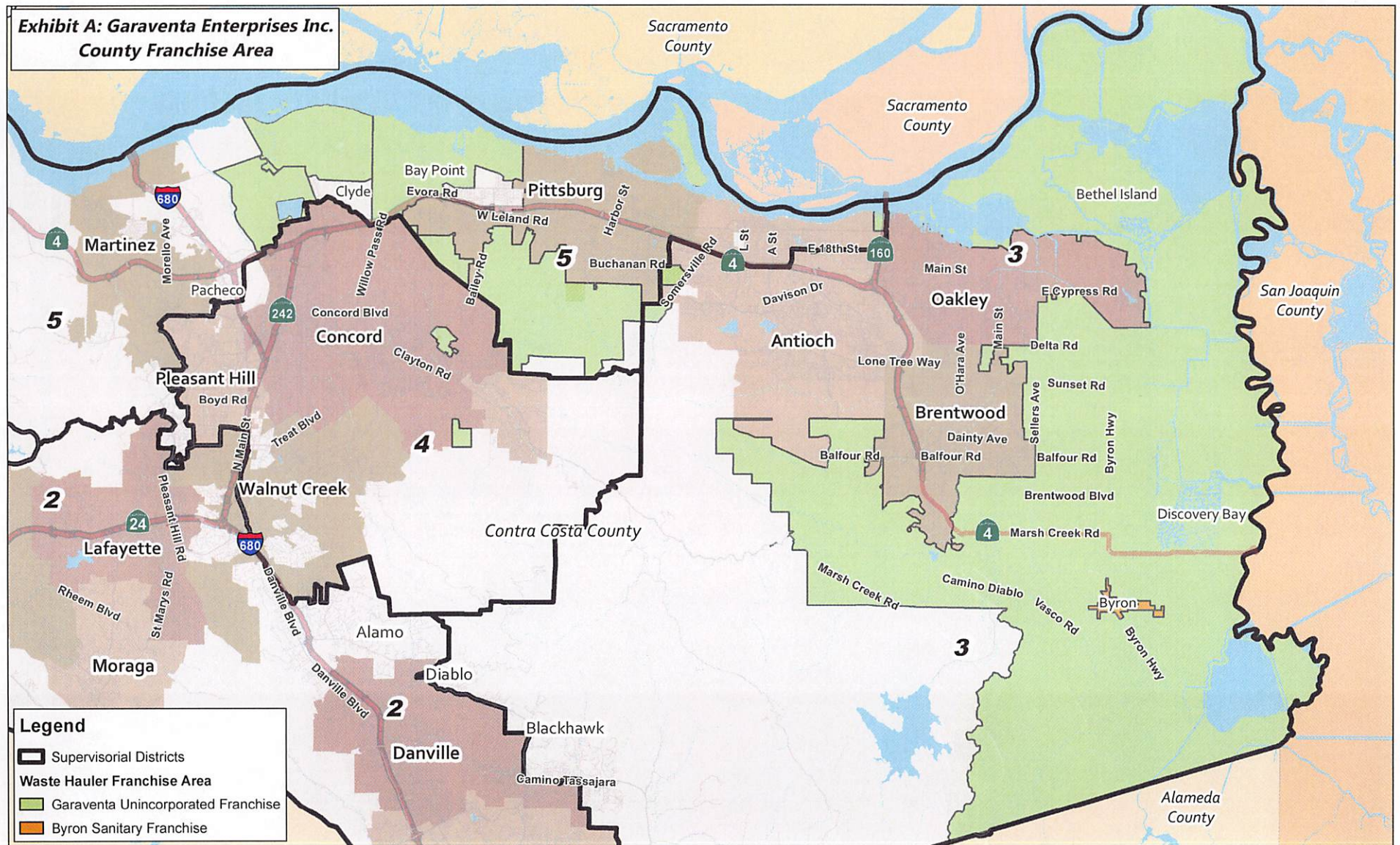
Attest: David Twa, Clerk of the Board of Supervisors and County Administrator

By: 
Name: Gary Lazdowski
Title: Secretary & COO

By: _____
Deputy

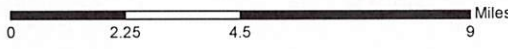
Note: Two officers must sign on behalf of corporations. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313.)

**Exhibit A: Garaventa Enterprises Inc.
County Franchise Area**



Legend

- Supervisory Districts
- Waste Hauler Franchise Area**
- Garaventa Unincorporated Franchise
- Byron Sanitary Franchise



Map Created 2/13/2020
by Contra Costa County Department of
Conservation and Development, GIS Group
30 Muir Road, Martinez, CA 94553
37.59.41.791N 122.07.03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.



EXHIBIT B

MAXIMUM COLLECTION RATES

Dated: July 2020

A. MAXIMUM COLLECTION RATES FOR RESIDENTIAL SERVICE

Contractor shall charge no more than the below listed maximum approved Collection Rates for basic residential service as described in Section 2 of Exhibit C.

Table 1: Monthly Residential Rates - Solid Waste and Non-organic & Organic Recycling (per Container)

Trash Cart Size	Collection Rates ¹
20-gal	\$30.27
32-gal	\$37.77
64-gal	\$43.81
96-gal	\$52.12
Extra Organics or Recycling Cart (96-gal)	\$9.55

¹ Rates based on waste container size selected by the Customer, filled to rim, with lids fully closed.

B. MAXIMUM COLLECTION RATES FOR COMMERCIAL SERVICE

Contractor shall charge no more than the below listed maximum approved Collection Rates for basic commercial service as described in Section 3 of Exhibit C. Maximum collection rates for carts used to serve multi-family residential customers are provided in Tables 4 and 5 below.

Table 2: Monthly Commercial Rates - Solid Waste & Non-Organic Recycling (per Container)

Container Size	# Pick-ups per Week					
	1	2	3	4	5	6
96 gal Cart ²	74.41	148.82	223.23	297.64	372.05	446.46
1 yd Bin	235.86	416.72	597.58	778.44	959.30	1,140.16
2 yd Bin 72"L x 35"W x 41"H	329.43	598.22	867.01	1,135.80	1,404.59	1,673.38
3 yd Bin 72"L x 42"W x 46"H	460.13	859.61	1,259.09	1,658.57	2,058.05	2,457.53
6 yd Bin 72"L x 77"W x 70"H (51"H in front)	853.72	1,646.80	2,439.88	3,232.96	4,026.04	4,819.12
2 yd Compactor	474.55	949.10	1,423.65	1,898.20	2,372.75	2,847.30
3 yd Compactor	711.84	1,423.68	2,135.52	2,847.36	3,559.20	4,271.04
4 yd Compactor	949.10	1,898.20	2,847.30	3,796.40	4,745.50	5,694.60

² See Table 4 for monthly rates applicable to 96-gallon cart Solid Waste and non-organic Recyclable Material collection service provided to multi-family customers.

Contractor shall charge no more than 75% of the above listed maximum approved Collection Rates to collect organic Recyclable Material from an equivalent sized container as set forth in Table 3 as of the date of this Amendment.

Table 3: Monthly Rates for Organics Recycling (per Container)

Container Size	# Pick-ups per Week					
	1	2	3	4	5	6
96 gal Cart ³	55.80	97.10	138.40	179.70	221.00	262.30
2 yd Bin 72"L x 35"W x 41"H	247.05	433.60	620.15	806.70	993.25	1,179.80
3 yd Bin 72"L x 42"W x 46"H	345.10	599.45	853.80	1,108.15	1,362.50	1,616.85

³ See Table 5 for monthly rates applicable to 96-gallon cart organic Recyclable Material collection service provided to multi-family customers.

RATES FOR MULTI-FAMILY CUSTOMERS

Contractor shall charge no more than the below listed maximum approved Collection Rates for weekly cart service provided to multi-family customers.

Table 4: Monthly Rates for Multi-family Solid Waste & Non-Organic Recycling (per Cart)

Weekly Pick-up	
32 gal Cart	\$32.12
64 gal Cart	\$37.25
96 gal Cart	\$44.31

Table 5: Monthly Rates for Multi-family Organics Recycling (per Cart)

Weekly Pick-up	
32 gal Cart	\$24.09
64 gal Cart	\$27.94
96 gal Cart	\$33.23

RATES FOR EXTRA PICKUPS

Contractor shall charge no more than the below listed maximum rates for optional extra pickup services requested by customers.

Table 6: Maximum Rates for Extra Pickups

2yd Extra Pickup	\$122.18
3yd Extra Pickup	\$140.43
6yd Extra Pickup	\$205.78
2yd Compactor Extra Pickup	\$118.86
3yd Compactor Extra Pickup	\$178.30
4yd Compactor Extra Pickup	\$237.73

G:\Conservation\Deidra_Collection\Franchised Haulers\Garaventa\Amd 4 to Franchise Agr\Amendment 4 - 2020\Versions sent to GE\Exhibit B-MaximumRates_6-30-2020.docx

EXHIBIT C

RESIDENTIAL AND COMMERCIAL SERVICES

Dated: July 2020

Section 1: GENERAL OBLIGATIONS RELATED TO BASIC SERVICES

Contractor shall offer to provide the services set forth herein, effective July 14, 2020. Except for the optional services described in Sections 2.D. and 4.D. below, the Residential Services and Commercial Services specified in this Exhibit C are the basic services that Contractor is required to provide for the maximum rates specified in Exhibit B.

Contractor shall cause source-separated organic Recyclable Material collected in the Franchise Area not to be used as landfill cover or for any other beneficial reuse purposes at any landfill; instead, collected organics shall either be composted or otherwise diverted in accordance with the Integrated Waste Management Act subject to the review and approval of the Director or his/her designee.

Contractor shall provide quarterly reports with information requested by the Director or his/her designee pertaining to collection and diversion activities, including, but not limited to quantities collected, participation, contamination levels and other operational statistics for routine and on-call pickup of Solid Waste and Recyclable Material.

Section 2: RESIDENTIAL SERVICES

Contractor shall provide basic residential service for single-family homes and duplexes upon request of Customers. Basic residential service consists of routine collection of Residential Solid Waste and Recyclable Material (non-organic and organic) using Contractor-provided containers as set forth in Sections 2.A., 2.B., 2.C., 4.A. and 4.B. of Exhibit C.

A. ROUTINE SOLID WASTE AND RECYCLING COLLECTION

1. **Pickup Locations:** Residential Solid Waste is collected curbside. Backyard collection is available to Customers where no one in the household is able to move carts to the curb. Annual medical certification of disability is required. Optional backyard collection is available without medical certification of disability for an additional charge as noted in Section 2.D.
2. **Containers:** Customers shall be provided with their preferred size of wheeled Solid Waste cart (20-gallon, 32-gallon, 64-gallon or 96-gallon cart sizes). Contractor shall provide green wheeled organic Recyclable Material carts and blue non-organics Recyclable Material carts (each between 95-100 gallons in capacity) to all residential service Customers in the Franchise Area, except for those Customers specified below.

Customers who reside in the Marsh Creek Road area described and depicted in Exhibit 1 attached hereto ("Marsh Creek Area") that request basic residential service will not be provided with green and blue wheeled carts for Recyclable Material, due to the exceptional cost of servicing this rural area with three separate collection trucks.

Contractor will instead provide these Customers with 52 green plastic bags and 52 blue

plastic bags, each with a minimum capacity of 32 gallons and thickness of at least 1.2 millimeters, for organic and non-organic Recyclable Material collection, one green bag and one blue bag to be used for collection each week. Contractor will instruct these customers to place bags containing Recyclable Material adjacent to or inside their trash carts for collection by garbage collection trucks. Contractor will Recycle materials placed in these bags. This method of collection is considered a component of the 3-Cart System, notwithstanding the use of bags in place of carts for organic and non-organic Recyclables collection.

3. **Frequency:** Except in the Marsh Creek Area, routine collection includes weekly collection of Solid Waste and bi-weekly collection of organic and non-organic Recyclable Material. In the Marsh Creek Area, Customers will receive weekly collection.
4. **On-Call Clean-up and Collection Services:** Clean-up collections will be on-call (at the Customer's request) in accordance with Sections 2.B. and 2.C.

B. ON-CALL CURBSIDE CLEAN-UP (Bagged Materials)

Contractor shall offer residential service Customers up to two on-call curbside clean-ups for Solid Waste each year at no additional charge. The following parameters apply to on-call curbside clean-ups:

1. On-call curbside clean-ups can be used for either trash or organic waste.
2. On-call clean-ups are scheduled and provided to a Customer upon request of the Customer. Clean-ups will be arranged to occur on the next regularly scheduled collection day if the request is received a minimum of 72 hours prior to the scheduled collection day.
3. Mixed set-outs will be collected and disposed of.
4. A maximum of two cubic yards of bagged or bundled material (up to twelve 35-gallon bags) will be collected in each on-call curbside clean-up.
5. All items must be bagged or bundled (no larger than 18 inches by 3 feet).
6. Filled bags must weigh no more than 50 pounds and be strong enough to hold contents securely.
7. All bagged or bundled materials must be placed at the curb for collection.
8. On-call clean-ups must be scheduled at least one week apart.

Contractor shall track and report the number of on-call curbside clean-ups requested and provided per community on a quarterly basis.

C. ON-CALL CURBSIDE BULKY ITEM COLLECTION

Effective August 15, 2020, Contractor shall offer residential service Customers one on-call curbside bulky item collection each year at no additional charge and provide such collection services upon Customers request. No later than August 1, 2020, Contractor shall distribute written information reviewed and approved by the Director or his designee to all residential service Customers regarding new on-call curbside bulky item collection services.

No additional compensation will be provided to the Contractor for the bulky item collection services until such time as rates are adjusted to cover these costs in addition to the expanded organics collection services required by SB 1383.

The following parameters apply to on-call curbside bulky item collection:

1. One (1) major residential appliance or other bulky item may be set-out for one (1) on-call curbside bulky item collection.
2. Each item to be collected can weigh no more than 200 pounds.
3. Only bulky items that won't fit in curbside carts and cannot be bagged or bundled for annual on-call curbside clean-up will be accepted.
4. On-call curbside bulky item collection will be scheduled on a future date to be agreed upon by the Contractor and Customer.

Contractor shall track and report the number of on-call bulky item collections per community on a quarterly basis.

D. OPTIONAL SERVICES AVAILABLE FOR ADDITIONAL CHARGE

Contractor shall provide residential service Customers the option of requesting the following services. Maximum rates subject to County approval do not include rates for these optional services. Contractor may impose an extra optional charge to provide listed services providing Customer is made aware of and agrees to optional charges in advance.

1. Extra waste pick-up
2. Collection of extra bags
3. Extra bulky item pick-up
4. Preference backyard carry-out service (with no medical disability certification)
5. Cart wash out
6. Same week on-call curbside clean-ups, on-call curbside bulky item collection

Contractor shall include amounts collected for any additional charges imposed for optional services requested by Customers in calculations of Gross Annual Revenue subject to the Franchise Fee specified in Section 23 of this Agreement.

Contractor shall properly separate the revenues and costs associated with these optional services requested by Customers for the purposes of rate setting. Contractor shall account for these revenues and costs in the rate application(s) submitted to the County.

Section 3: COMMERCIAL SERVICES

Contractor shall provide basic commercial services to businesses and multi-family residences with three or more units upon request of Customers. Basic commercial service consists of routine collection of Solid Waste and non-organic Recyclable Material using Contractor-provided containers as set forth in Sections 3.A., 3.B., 4.A. and 4.C. of Exhibit C.

A. SOLID WASTE COLLECTION

Contractor shall provide Customers that request commercial service with the option of selecting Solid Waste bin sizes ranging from one (1) to six (6) cubic yards, or 96-gallon carts.

Contractor shall provide Customers with commercial service the option to select their preferred frequency of Solid Waste collection ranging from one (1) to six (6) times per week.

B. RECYCLING COLLECTION

Contractor shall provide the following Recycling collection services to commercial service Customers, including but not necessarily limited to the following:

1. Collection of commercial source-separated non-organic Recyclable Material specified in Section 4.A. in this Exhibit C from carts and bins at a minimum weekly and up to six times per week, as requested by the Customer.
2. Collection of commercial source-separated organic Recyclable Material (including all compostable food waste and food-soiled paper) as specified in Section 4.C. in this Exhibit C from carts and bins at a minimum weekly and up to six times per week, as requested by the Customer.

Contractor shall provide the organic and non-organic Recyclables cart and bin in the sizes selected by the Customer to ensure service level meets their needs.

C. COMMERCIAL PROGRAMS MANDATED BY THE STATE

1. Contractor shall provide the County with information and assistance requested by the Director for the purpose of monitoring, documenting and maintaining compliance with commercial recycling and organics requirements in applicable State laws and regulations, including but not necessarily limited to 2011 Assembly Bill 341 (AB 341), 2014 Assembly Bill 1826 (AB 1826) and 2016 Senate Bill 1383 (SB 1383). Contractor shall provide the type of documentation deemed necessary by the Director to satisfy applicable State requirements.
2. Contractor shall provide at least 458 hours (equivalent to at least eleven percent of two full-time staff persons) per year of the commercial program services described in subsections 3 through 5 of this Section C. Such services may be provided by recycling coordinators or other employees with knowledge and expertise deemed comparable by the Director.
3. Contractor shall contact all commercial service Customers not receiving Recycling

service adequate to comply with applicable State laws to discuss collection service options and verify or address compliance status, as described below.

- a. At least once per year, Contractor shall provide Customers without state-mandated commercial non-organic or organic Recycling services with written notification of potential non-compliance and offer guidance about the actions necessary to demonstrate or achieve compliance ("Non-Compliance Letter"). The Non-Compliance Letter will be in a form approved in advance in writing by the Director or his designee. Contractor shall compile a mailing list of Customers that are sent the final approved letter and submit a copy of the list to the Director.
 - b. Each year, Contractor shall also complete additional follow-up activities (e.g. phone calls or face-to-face contact) when Customers do not respond to the written notification.
 - c. Contractor shall document to the satisfaction of the Director or his designee one of the following for each Customer without state-mandated Recycling service: (1) That adequate service changes have been instituted or (2) that the Customer does not need additional Recycling services to comply with State laws, either due to minimal generation of applicable Recyclable Material or verification that alternative methods of Recycling already exist.
4. Contractor shall report the following information and any other relevant data requested by the Director to the County on a quarterly basis (January, April, July, and October):
- a. A list of commercial service Customers that are and are not participating in organic and non-organic Recyclable Material collection;
 - b. A list of Customers that were visited or received waste assessments (as described in Section 3.C.6.d.),
 - c. Any other follow-up actions (e.g. phone calls, e-mail, etc.) taken for each applicable Customer as required by Section 3.C.3.b;
 - d. Additional educational and outreach efforts undertaken for each applicable Customer (including those described in Section 3.C.6.b.);
 - e. A list of Customers documented to have minimal waste generation or alternative Recycling (as described in Section 3.C.3.c above);
 - f. Any service changes implemented for each applicable Customer; and
 - g. Additional information required by the Director to satisfy monitoring requirements and verify compliance status for reporting to CalRecycle.
5. Contractor shall conduct the public education and outreach activities identified below, subject to the review and approval of the Director or his designee, to satisfy the State's mandatory commercial recycling program requirements, including but not necessarily limited to AB 341, AB 1826 and SB 1383:
- a. Contractor shall publish and maintain information on its website on how businesses, public entities, and multi-family complexes can comply with State law.
 - b. Contractor shall provide written notification to all Customers without state-mandated commercial non-organic or organic Recycling services at least once annually for the purposes of informing them of the law ("Informational Letter"). Contractor shall submit proposed Informational Letter for review and approval by the Director or his designee.

- c. Contractor shall make print information about the law readily available to businesses, public entities, and multi-family complexes. This information can be in the form of newsletters, bill messages, bill inserts, letters, e-mail notifications, or special similar methods of notification approved by the Director or his designee.
- d. Contractor shall provide waste assessments upon request by commercial service Customers to identify the volume and composition of that Customer's waste stream. During waste assessments, Contractor shall provide Customers with applicable service information and/or materials (posters, bags, etc.).

Government of the State of New York
Department of Health
Office of the State Health Officer
Albany, New York

TO THE HONORABLE SENATE
AND THE HONORABLE ASSEMBLY

IN SENATE,
January 10, 1911.

REPORT
OF THE
STATE HEALTH OFFICER
FOR THE YEAR 1910.

Section 4: RESOURCE RECOVERY AND DIVERSION

A. RECYCLABLE MATERIAL (EXCEPT ORGANICS)

In providing basic services, Contractor shall collect and Recycle the following materials placed in **blue residential Recycling carts** (or **blue bags as applicable**) or **commercial Recycling bins/carts** at no additional charge:

1. Aluminum cans, clean foil & clean foil food containers
2. Glass bottles, jars (all colors)
3. Plastic #1 -7 narrow-necked bottles
4. Steel/tin cans
5. Uncoated and uncontaminated paper (newspaper, white paper, mixed paper, colored paper, chipboard, clean cardboard with no food or drink contamination, phone books, paper bags, junk mail, envelopes, clean cardboard egg cartons, magazines, paperback books, catalogs etc.)

Contractor shall collect the following items for residential Recycling (not in blue carts or blue bags):

1. Used motor oil
2. Used oil filters

The above list may be modified from time to time by agreement of the County and Contractor or pursuant to the provisions of Section 12.b and Section 17 of the Franchise Agreement.

B. ORGANIC RECYCLABLE MATERIAL (GREEN WASTE ONLY)

In providing basic residential services, Contractor shall collect and Recycle the following organic Recyclable Material placed in **green residential organics carts** (or **green bags as applicable**) at no additional charge:

Green Waste

1. Yard trimmings
2. Grass clippings
3. Leaves and flowers
4. Pine needles
5. Weeds
6. Christmas trees (cut/trimmed to fit in green carts or green bags as applicable)
7. Untreated and unpainted wood (cut/trimmed to fit in green carts or green bags as applicable)

The above list may be modified from time to time by agreement of the County and Contractor or pursuant to the provisions of Section 12.b and Section 17 of the Franchise Agreement.

C. ORGANIC RECYCLABLE MATERIAL (GREEN WASTE/FOOD WASTE)

In providing basic commercial services, Contractor shall collect and Recycle the following organic materials placed in **commercial organics Recyclable Material bins/carts** for a charge that does not exceed 75% of the monthly rate for an equivalent sized Solid Waste container:

Green Waste

1. Yard trimmings
2. Grass clippings
3. Leaves and flowers
4. Pine needles
5. Weeds
6. Christmas trees (cut/trimmed to fit in green carts)
7. Untreated and unpainted wood (cut/trimmed to fit in green carts)

Other Materials/Food Waste

8. Coffee filters
9. Cardboard and paper egg cartons with food and drink contamination
10. Uncooked fruit and vegetables
11. Food soiled paper
12. Food waste

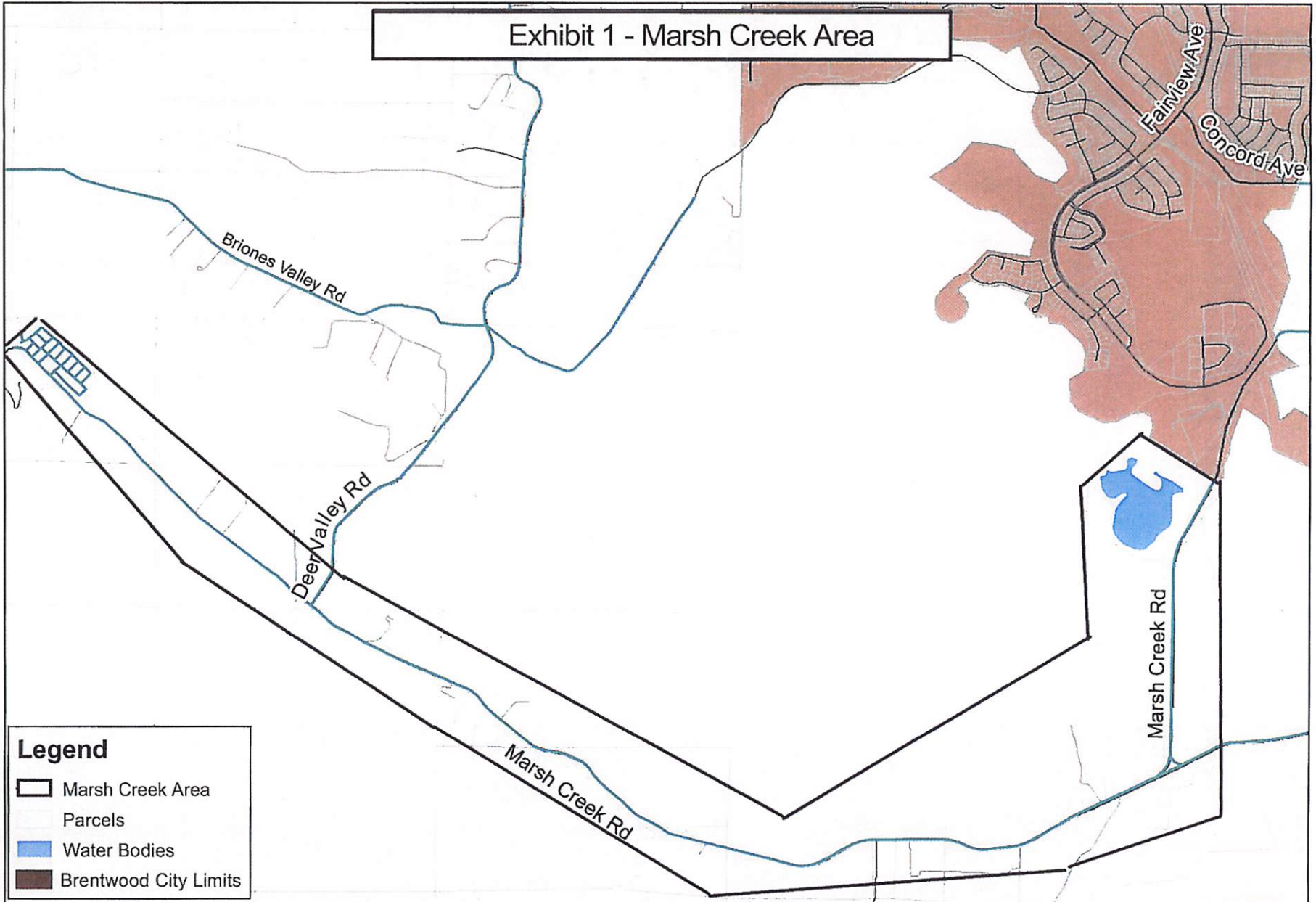
The above list may be modified from time to time by agreement of the County and Contractor or pursuant to the provisions of Section 12.b and Section 17 of the Franchise Agreement.

D. DEBRIS BOX RECYCLING

Contractor shall offer optional collection and Recycling debris box services for construction and demolition debris or other Recyclable Material to each Customer who requests this service. Recyclable construction and demolition debris includes, but is not necessarily limited to: glass, paper, cardboard, wood, concrete, plastic, ferrous and non-ferrous metal, aluminum and any other materials that are feasibly capable of being Recycled. Customers that request copies of Recycling receipts shall be provided with receipts showing the load type and weight for the purpose of demonstrating compliance with CalGreen requirements

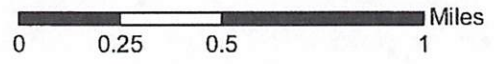
Contractor may charge for debris box services providing Customer is made aware of and agrees to the charges in advance. Maximum rates subject to County approval do not include or apply to these debris box services. Contractor shall include amounts collected for debris box services in calculations of Gross Annual Revenue subject to the Franchise Fee specified in Section 23 of this Agreement. Contractor shall account for debris box revenues and costs in the rate application(s) submitted to the County.

Exhibit 1 - Marsh Creek Area



Legend

- Marsh Creek Area
- Parcels
- Water Bodies
- Brentwood City Limits



Map created 8/23/2011
by Contra Costa County Department Conservation and Development
Community Development Division-GIS Group
651 Pine Street, 4th Floor North Wing, Martinez, CA 94553-0095
37 59 48 45N 122 06 35 38W
This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.



EXHIBIT D

SERVICES FOR COUNTY AND COMMUNITY

Dated: July 2020

Section 1: GENERAL OBLIGATIONS

Contractor shall offer to provide the services set forth herein, effective August 15, 2020. The collection, Recycling and disposal services specified in this Exhibit D are the services that Contractor is required to provide under Sections 18 and 20 of the Agreement. The services described herein include routine services at specified County buildings, street cans and other public facilities (see "Routine Services" below), on-call services at County right-of-way locations and participation in community clean-up projects. Contractor does not have an exclusive franchise to provide any of the services described in this Exhibit D.

Section 2: ROUTINE SERVICES

Contractor shall collect Recyclable Material (non-organic and organic) and/or Solid Waste upon request at County designated locations. The following list of locations and related service levels may be modified from time to time pursuant to Section 18 of the Franchise Agreement. As of the date of this Exhibit D, routine service levels for each currently designated location are as follows:

Public Facilities Being Served in Garaventa Enterprises Franchise Area	Location	SERVICE LEVEL			
		Solid Waste		Recycling (Bi-Weekly)*	Green Waste (Bi-Weekly)*
		Container (Qty/Size)	Pickups per week		

Section 3: ON-CALL SERVICES AT COUNTY RIGHT OF WAY LOCATIONS

Contractor shall provide on-call Solid Waste and Recyclable Material collection and Recycling/disposal services in accordance with all of the following:

- A. DESCRIPTION OF TASK.** Upon receipt of a written task order from the Director or Director's designee, Contractor shall remove non-hazardous illegally dumped debris from specified locations within County rights-of-way in the Franchise Area upon request from the Director or Director's designee, subject to the limitations set forth below. Task orders will be delivered to Contractor by electronic mail to contracostacounty@mdrr.com and include the specific location and description of the debris to be collected. Debris will be collected and removed within two to five business days after receipt of the request. Contractor shall track and report to County all on-call services provided by Contractor under this provision, utilizing

the on-call service reporting template provided by the County, unless and until an alternative reporting mechanism is approved by the Director or Director's designee.

B. LIMITATIONS; COMPENSATION.

1. Contractor will provide up to 200 right-of-way pick-ups of up to one cubic yard of debris per pickup, or collect a maximum of 200 cubic yards of debris collectively in any number of pickups. No additional compensation will be provided to the Contractor for these right-of-way pick-ups until such time as rates are adjusted to cover these costs in addition to the expanded organics collection services required by SB 1383.
2. After Contractor has provided all of the services required under Section 3.B.1., Contractor will continue to provide on-call right-of-way pickups in accordance with one of the following:
 - a. Unless and until such time as the County approves Collection Rates that are sufficient to cover Contractor's allowable costs of providing this on-call collection service, Contractor will provide on-call pickups for a charge to the County of \$150.00 per pickup of up to one cubic yard plus \$32.50 for each additional cubic yard. Charges to the County under this section may not exceed the sum of \$15,000.00 per year. Contractor will provide County with a written invoice for the charge that includes the date and location of the service, description of the debris removed and attaching a copy of the written request by the County for the service. Contractor will invoice no more than once per month. County will pay within 60 days of receipt of a conforming invoice. Payments will be sent to: Chief Operating Officer, Mt. Diablo Resource Recovery, 4080 Mallard Drive, Concord, CA 94520.
 - b. After the County has approved Collection Rates that are sufficient to cover Contractor's allowable costs of providing this on-call collection service, Contractor will perform this service without additional compensation.
3. Contractor will separately track allowable costs of the on-call services provided under this Section 3 and any revenue received therefore, properly separate said costs and revenue in rate applications and provide reporting of on-call service costs and other data by service type upon request of the Director or Director's designee.

Section 4: ON-CALL COMMUNITY CLEAN-UPS

Contractor shall provide and service up to forty (40) 40-cubic yard clean-up boxes per year per region in the Franchise Area as directed by the Director, pursuant to Section 20 of the Franchise Agreement. Contractor shall track and report the number of community clean-up boxes utilized and associated amounts disposed or Recycled on a quarterly basis.

G:\Conservation\Deidra_Collection\Franchised Haulers\Garaventa\Amd 4 to Franchise Agr\Amendment 4 - 2020\Versions sent to GE\Exhibit D-PublicFacilities_7-2-2020.db.docx