

**THIRD AMENDMENT TO AGREEMENT BETWEEN
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
AND
ALLIED WASTE SYSTEMS, INC.
FOR FRANCHISED MATERIALS COLLECTION, TRANSFER, TRANSPORT,
PROCESSING, DIVERSION, AND DISPOSAL SERVICES**

This Third Amendment to Agreement for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services (the "Third Amendment") is entered into on the 20th day of June, 2024 ("Effective Date") by and between the Central Contra Costa Solid Waste Authority, a Joint Powers Authority ("CCCSWA"), and Allied Waste Systems, Inc., a Delaware corporation, dba Allied Waste Services of Contra Costa County and also dba Republic Services of Contra Costa County ("Contractor") (individually, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, on May 16, 2014, the Parties entered into that certain Agreement for Franchised Materials Collection, Transfer, Transport, Processing, Diversion, and Disposal Services (the agreement, as amended, referred to herein as the "Agreement"); and

WHEREAS, on October 25, 2018, the Parties entered into that certain First Amendment to the Agreement; and

WHEREAS, on December 8, 2022, the Parties entered into that certain Second Amendment to the Agreement (the "Second Amendment"); and

WHEREAS, the Second Amendment conditioned certain special adjustments to the Maximum Rates Contractor may charge Subscribers in Rate Year 10, Rate Year 11, and Rate Year 12 on the Contractor meeting a defined service quality metric and other terms and conditions described in the Second Amendment; and

WHEREAS, CCCSWA provided Contractor timely notice of CCCSWA's reasonable belief that the defined service quality metric is inadequate to achieve improvements in performance; and

WHEREAS, over the past six months, the Parties have engaged in a meet and confer process regarding modifying the defined service quality metric to better reflect Subscribers' service experiences and incentivize improved service by Contractor, as well as other modifications to improve customer service; and

WHEREAS, the Parties now desire to modify and amend the Agreement as specifically set forth below in this Third Amendment, to modify the service quality metric; provide for automatic credits to Subscribers on Incomplete Routes who experience Missed Containers; modify and approve certain adjustments in the Maximum Rates Contractor may charge Subscribers over the Term of the Agreement; and implement certain administrative,

technological, and other changes under the Agreement to, among other things, improve the quality of Contractor's performance for the benefit of Subscribers; and

WHEREAS, the CCCSWA Board of Directors has found and determined that implementation of this Third Amendment is in the best interest of the public in order to protect the public health, safety, and well-being, and has authorized execution of this Third Amendment;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein and for other good and valuable consideration, the Parties do hereby agree as follows:

Definitions Related to Missed Containers

1. The following definitions are added to Article 1 of the Agreement as follows:

“Completed Route” means any route that at the end of the scheduled Collection Day is not considered an Incomplete Route.

“Incomplete Route” means any route for which the Contractor does not have a Collection vehicle drive through and Collect from the entire route on the scheduled Collection Day and/or any route for which Contractor has Missed Containers for five percent (5%) or more of the Containers on that route on the scheduled Collection Day. Incomplete Routes are identified by the driver and route supervisor at the end of the Day, and do not include occasional, accidental misses that the Contractor was unaware of until notified by a Subscriber, property manager, CCCSWA staff or Member Agency staff. In addition, routes that could not be completed due to blocked access (e.g., roadwork, tree trimming) are not considered to be Incomplete Routes. Routes that were reported by the driver as completed, but subsequently generated Missed Container calls, are not considered to be Incomplete Routes as long as the calls from the route at issue represent no more than five percent (5%) of the Containers on that route.

“Missed Container” means a Container that is not Collected on the scheduled Collection Day.

Credits for Missed Containers

2. Section 7.3.J of the Agreement is amended as follows, with additions in underline and deletions in strikethrough text:

7.3.J Credits for Missed ~~Collections~~ Containers

Effective March 1, 2023 through the date immediately preceding the Effective Date of this Third Amendment ~~and continuing for the remainder of the Term~~, Contractor shall promptly provide a credit ~~refund~~ in an amount equal to one quarter of a Subscriber's monthly bill for each call from the

Subscriber (or CCCSWA staff on behalf of the Subscriber) to Contractor resulting from a failure to Collect one or more Franchised Materials that have been properly set out for Collection from an established Subscriber account on the scheduled Collection date and not thereafter Collected by the end of the following Business Day ~~(such failure to Collect, a “Missed Collection”)~~.

Credits for Missed Containers on Incomplete Routes

Beginning on the Effective Date of this Third Amendment, Contractor shall automatically provide to Subscriber a credit for each Missed Container located on the incomplete portion(s) of an Incomplete Route. Contractor shall provide such credit regardless of whether the Containers were set out for Collection and even if the Contractor Collected the Containers on the Business Day following the scheduled Collection Day. Contractor shall provide such credit regardless of whether the Subscriber contacts Contractor regarding the Missed Container; Subscribers on Incomplete Routes do not have to request a credit to receive a credit for Missed Containers.

Contractor shall pro-actively contact customers on Incomplete Routes to inform them 1) that their service has been delayed, 2) the type(s) of Container that will have delayed Collection (Solid Waste, Organics, Recyclables), 3) the expected day of Collection, and 4) that the customers should leave their Containers out for collection (as appropriate).

Credits for Missed Containers on Completed Routes

Beginning on the Effective Date of this Third Amendment and continuing for the remainder of the Term, Contractor shall provide to Subscriber a credit for each Missed Container on a Completed Route, provided that 1) the Subscriber, property manager, CCCSWA staff or Member Agency staff contact Contractor to report the Missed Container, and 2) the Container(s) are not Collected by the end of the Business Day following the scheduled Collection Day. Multi-Family and Commercial Subscribers who have service more than once per week and have service on consecutive Days shall receive a credit even if the Container(s) are Collected by the end of the Business Day following the scheduled Collection Day, if that Day was their next regularly scheduled Collection Day. (See example in Attachment A.)

Credits for Missed Containers for Single-Family Subscribers

For the credits described above, Contractor shall provide each Single-Family Subscriber a credit in a minimum amount of five dollars (\$5) for each Missed Container. Contractor shall provide the credit for every calendar Day that the Collection is late, up to and including the Day that the Container is Collected. (See example credit calculations in Attachment A.)

Credits for Missed Containers for Multi-Family and Commercial Subscribers

For Multi-Family and Commercial Subscribers only, the minimum amount of the credit for a Missed Container (i) of a Solid Waste Container shall be the monthly service charge for the Container that was missed, divided by 4.33, divided by the number of scheduled Collections per week; and (ii) of a Recyclable Materials or Franchised Organic Materials Container shall be the same as for Single-Family Subscribers above. For Multi-Family and Commercial Containers with push/pull service, for all types of Containers (Solid Waste, Recyclable Materials, Franchised Organic Materials), the minimum amount of the credit for a Missed Container shall include the monthly push/pull service for that specific Container charge divided by 4.33, divided by the number of scheduled Collections per week for that Container. (See example credit calculations in Attachment A.)

Credits for Missed Containers, Generally

Contractor shall automatically include the amount of the credit on the Subscriber's next bill; the amount shall appear as a credit against the amount owed by the Subscriber.

Consistent with Section 7.4.1.D of the Agreement, all Persons involved in providing ~~this~~ related customer service and support to Subscribers shall be well-educated on and knowledgeable about the procedures and requirements to issue the ~~refund~~ credit specified herein.

To determine which accounts are entitled to a credit, Contractor shall review all Incomplete Routes and portions of routes not completed on the scheduled Collection Day on a daily basis and identify those Subscribers who had a Missed Container that Day. The burden of proof shall rest with Contractor to demonstrate cases where a Subscriber request for credit ~~refund~~ does not meet the criteria specified herein; consistent with Section 7.4.2 of the Agreement, the CCCSWA Executive Director (or their designee) shall make the final determination in the event of unresolved disputes between Contractor and a Subscriber based on the evidence presented to the Executive Director. ~~To the extent Contractor promptly provides the Subscriber bill credit as specified herein~~ For as long as Contractor provides the credits as described above, CCCSWA shall not assess liquidated damages under Exhibit C, Performance Area No. 2, Item 4. However, failure to provide a required credit shall result in liquidated damages of \$100 (one hundred dollars) per credit. Contractor shall have the opportunity to cure this liquidated damage assessment by providing the required credit to the Subscriber.

The credits herein are minimum amounts, and Contractor may voluntarily provide greater credit amounts at its discretion.

If Contractor can document to CCCSWA's satisfaction that a Subscriber is repeatedly reporting false Missed Containers, CCCSWA may, at Contractor's

request, allow Contractor to cease providing credits for Missed Containers to that Subscriber for up to twelve (12) months.

Special Rate Adjustment – Rate Year 10

3. Notwithstanding anything in the Second Amendment to the contrary, the Parties agree that Contractor did not and will not receive a Special Rate Adjustment for RY 10.

Special Rate Adjustment – Rate Year 11

4. Section 17 of the Second Amendment is amended and replaced in its entirety as follows:

In addition to the RY9 Special Rate Adjustment described in the Second Amendment, for each four-week period of five-Day weeks, Monday through Friday, in the period from April 1, 2024 to October 11, 2024, that Contractor satisfies the Service Quality Metric for that four-week period, CCCSWA approves a one-time adjustment to Contractor's Total Cost Before Profit in the amount of Two Hundred Eighty Three Thousand Eight Hundred Thirty Three Dollars (\$283,833) (which is One-Seventh (1/7th) of One Million Nine Hundred Eighty Six Eight Hundred Twenty Nine Dollars (\$1,986,829)) effective March 1, 2025 (commencement date of RY11) ("RY11 Special Rate Adjustment"). (See Attachment B.)

The RY11 Special Rate Adjustment is expressly conditioned on Contractor's demonstrated, objective, and agreed-upon improvements in performance that meet the "Service Quality Metric." The Service Quality Metric is defined as Two Thousand Seven Hundred (2,700) or fewer Missed Containers on Incomplete Routes for Single-Family Subscribers per four-week period as identified by Contractor's daily review of Incomplete Routes.

CCCSWA reserves the right to audit Contractor's satisfaction of the Service Quality Metric if Contractor experiences five (5) or greater Incomplete Routes in any week. CCCSWA may request Incomplete Route information at any time from Contractor.

On or after October 14, 2024, in the event that CCCSWA's Executive Director reasonably believes based on specific examples (for example, if the number of missed pick-up complaints received by the Authority and Member Agencies returns to the level experienced during April – October 2023 despite the Service Quality Metric being met) that the Service Quality Metric may be inadequate to achieve improvements in performance that return service quality to 2018 and 2019 levels, the Parties shall meet and confer to discuss a modification to the Service Quality Metric based upon the identified examples of inadequacy. The CCCSWA Executive Director, exercising reasonable and good faith discretion, shall make the final determination regarding a modification to the Service Quality Metric in the

event that the Parties otherwise cannot reasonably agree on the terms for such modification based on the specific observed inadequacies to the Service Quality Metric identified by the Executive Director.

The RY11 Special Rate Adjustment is separate from and in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement, requested by Contractor, and approved by CCCSWA under the terms and conditions of the Agreement for RY11.

The RY11 Special Rate Adjustment is not subject to the four percent (4%) cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement; Contractor's Operating Costs in RY11 shall be calculated and adjusted based on the cost cap, if necessary, under the terms and conditions of the Agreement and the RY11 Special Rate Adjustment shall be applied after such calculation and any cost cap adjustment.

The RY11 Special Rate Adjustment is a one-time approved adjustment; it is not approved to carry forward into RY12.

Special Rate Adjustment – Rate Year 12

5. Section 18 of the Second Amendment is amended and replaced in its entirety as follows:

In addition to the RY9 Special Rate Adjustment described in the Second Amendment, for each four-week period of five-Day weeks, Monday through Friday, in the period from October 14, 2024 to September 12, 2025, that Contractor satisfies the Service Quality Metric for that four-week period, CCCSWA approves a one-time adjustment to Contractor's Total Cost Before Profit in the amount of One-Twelfth ($1/12^{\text{th}}$) of One Million Nine Hundred Eight-Six Thousand Eight Hundred Twenty-Nine and No/100 Dollars (\$1,986,829) multiplied by one plus the Annual Percentage Change in the CPI-U, effective March 1, 2026 (commencement date of RY12) (as adjusted, "RY12 Special Rate Adjustment"). (See Attachment B.)

The RY12 Special Rate Adjustment is expressly conditioned on Contractor's demonstrated, objective, and agreed-upon improvements in performance that meet the Service Quality Metric.

The RY12 Special Rate Adjustment is separate from and in addition to any Index-Based Rate Adjustment contemplated under Article 10 and Exhibit D of the Agreement, requested by Contractor, and approved by CCCSWA under the terms and conditions of the Agreement for RY12.

The RY12 Special Rate Adjustment is not subject to the four percent (4%) cap on the annual increase in Contractor's Operating Costs provided under Section 10.1 and Exhibit D of the Agreement; Contractor's Operating Costs in RY12 shall be calculated and adjusted based on the cost cap, if

necessary, under the terms and conditions of the Agreement and the RY12 Special Rate Adjustment shall be applied after such calculation and any cost cap adjustment.

For each four-week period of five-Day weeks, Monday through Friday in the period from September 15, 2025 to February 26, 2027, that Contractor does not satisfy the Service Quality Metric for that four-week period, Contractor shall reimburse CCCSWA in the amount of One-Nineteenth (1/19th) of the RY12 Special Rate Adjustment actually received by Contractor. Contractor shall pay this reimbursement within Forty-Five (45) Days after the end of the Term of the Agreement. The total amount of such reimbursement shall not exceed the total amount of the RY12 Special Rate Adjustment that Contractor received. (See Attachment B.)

New Reporting Requirements

6. Section 12.4 of the Agreement is amended to add the following new text at the conclusion of the section:

In particular:

Contractor shall report monthly to CCCSWA the number of drivers and trucks available, in the format requested by the Executive Director. In addition, by July 1, 2024, Contractor shall provide one report that includes: (1) The total number of drivers, mechanics, and collection vehicles (by type of vehicle) assigned to the Approved Maintenance Yard, and (2) the number of collection vehicles (by type of vehicle) compared to the number of routes (also known as the spare ratio, by vehicle type).

Contractor shall report each Monday by 5:00 p.m. (PST), to CCCSWA any Incomplete Routes for the prior one-week period. This weekly report of Incomplete Routes shall identify which routes were not completed on the scheduled Collection Day, the number of Missed Containers on each Incomplete Route, and the reason the route was not completed. The report shall include Commercial/Multi-Family routes, identified separately from Single-Family routes. The report shall be in a format approved by the Executive Director. For as long as Contractor provides the Incomplete Route information to CCCSWA as required by this Section, CCCSWA shall not assess liquidated damages under Exhibit C, Performance Area No. 4, Item 6.

Contractor shall report monthly to CCCSWA the dollar amount of each Missed Container credit issued in the previous month, by service location address.

Personnel

7. Section 8.6.A of the Agreement is amended as follows, with additions in underline and deletions in strikethrough text:

A. General. Contractor shall furnish such qualified personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. Contractor shall designate at least one (1) qualified employee as CCCSWA's primary point of contact with Contractor who is principally responsible for Collection operations and resolution of service requests and complaints.

Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from members of the public.

No later than March 1, 2023 and continuing for the remainder of the Term, Contractor shall hire and retain the following position dedicated to the Service Area to supplement existing staffing: one (1) new Recycling Coordinator. The Parties shall cooperate to define the role and specific activities for this position. Notwithstanding the requirement to hire such new position, no adjustment shall be made to the number of personnel or hours presented in Exhibit N when performing the annual adjustment to Maximum Rates under the Agreement.

~~No later than March 1, 2024 and continuing for the remainder of the Term, Contractor shall hire and retain the following full time equivalent positions dedicated to the Service Area to supplement existing staffing: one (1) route supervisor; one (1) operations manager; and one (1) customer care manager (or equivalent level position). In addition, no later than March 1, 2024 and continuing for the remainder of the Term, Contractor shall hire and retain the following full time equivalent positions allocated to the Service Area to supplement existing staffing: five (5) pool drivers; one (1) dispatcher; and four (4) customer service representatives.~~

~~Existing staffing is defined by number of personnel or hours presented in Exhibit N. As of the Effective Date of this Second Amendment, Contractor has already hired and retained one (1) dispatcher; five (5) pool drivers; four (4) customer services representatives; and one (1) route supervisors in addition to those listed in Exhibit N.~~

~~Notwithstanding the requirement to hire such new positions, no adjustment shall be made to the number of personnel or hours presented in Exhibit N when performing the annual adjustment to Maximum Rates under the Agreement.~~

Approved Organic Materials Processing Facilities

8. The following definition in Article 1 of the Agreement is amended and replaced in its entirety as follows:

"Approved Organic Materials Processing Facility" means the Forward Resource Recovery Facility located at 9999 S. Austin Road, Manteca, CA 95336; and the West Contra Costa Sanitary Landfill (also known as West County Landfill) located at 1 Parr Blvd and Garden Tract Road, Richmond, CA 94806; and the BFI Newby Island Recyclery located at 1601 Dixon Landing Road, Milpitas, CA 95035. The facilities are owned and operated by Approved Affiliates, and are

approved by the CCCSWA for Processing of Green Materials and Home Food Scraps.

9. Exhibit P of the Agreement is amended and replaced in its entirety as set forth in Attachment C.
10. Section 6.1.3.A of the Agreement is amended and replaced in its entirety as follows:
 - A. Approved Facility. Contractor shall Process Franchised Green Materials and Home Food Scraps at an Approved Organic Materials Processing Facility. Below is information about the Approved Organic Materials Processing Facility approved by the CCCSWA for Processing of Green Materials and Home Food Scraps:

Facility Name: Forward Resource Recovery Facility
Owner: Forward, Inc.
Operator: Forward, Inc.
Address: 9999 S. Austin Road, Manteca, CA 95336

Facility Name: West Contra Costa Sanitary Landfill (also known as West County Landfill)
Owner: West Contra Costa Sanitary Landfill, Inc.
Operator: West Contra Costa Sanitary Landfill, Inc.
Address: 1 Parr Blvd & Garden Tract Road, Richmond, CA 94806

Facility Name: BFI Newby Island Recyclery
Owner: BFI of California, Inc.
Operator: BFI of California, Inc.
Address: 1601 Dixon Landing Road, Milpitas, CA 95035

Resolution of Disputes

11. Except as specified in Sections 4 and 5 above, Contractor shall not be entitled to any additional compensation for performance of its obligations under this Third Amendment. The compensation specified herein shall be the full, entire, and complete compensation due to Contractor pursuant to this Third Amendment to cover Contractor's costs for all labor, equipment, materials and supplies, Facility fees, payments and fees due to CCCSWA, taxes, insurance, bonds, overhead, operations, profit and all other things necessary to perform all the obligations required by this Third Amendment in the manner and at the times prescribed. If Contractor's actual costs for performance of its obligations under this Third Amendment are more than the compensation specified herein, Contractor shall not be compensated for the difference in actual costs and compensation specified herein. If Contractor's actual costs for performance of its obligations under this Third Amendment are less than the compensation specified herein, Contractor shall retain the difference in actual costs and compensation specified herein. Notwithstanding the foregoing, nothing herein is intended to waive Contractor's right to pursue rights or remedies allowed under the Agreement to the extent new

facts or circumstances arise, including a Change in Law, that are separate and unrelated to Contractor's obligations under this Third Amendment.

Other Provisions

12. This Third Amendment and all its terms, conditions, and provisions shall be deemed to be part of the Agreement. Except as expressly modified herein, the Agreement remains unchanged and in full force and effect. Should there be conflicts or inconsistencies between this Third Amendment and the Agreement, the provisions of this Third Amendment shall prevail to the extent necessary to resolve such conflicts or inconsistencies.
13. All terms not otherwise defined in this Third Amendment shall have the meaning set out in the Agreement.
14. All recitals in this Third Amendment are accurate and shall constitute an integral part of this Third Amendment.
15. Each Party represents and warrants to the other that the undersigned is duly authorized and has legal capacity to execute and deliver this Third Amendment, and this Third Amendment is a valid and legal agreement binding on the Party and its successors, heirs, administrators, and assigns, and enforceable in accordance with its terms.
16. This Third Amendment may be executed in several counterparts, each one of which shall constitute an original and all collectively shall constitute but one instrument. This Third Amendment may be executed by electronic signature. Each counterpart signature may be delivered by electronic mail transmission. This Third Amendment shall be effective as of the date first written above.

IN WITNESS WHEREOF, CCCSWA and Contractor have executed this Third Amendment is effective as of the day and year first written above.

Central Contra Costa Solid Waste Authority, a Joint Powers Authority

By: *Gina Dawson*
Gina Dawson (Jun 24, 2024 12:11 PDT)
Gina Dawson
CCCSWA Board Chair

Approved as to Form:

By: *Deborah Miller*
Deborah Miller (Jun 21, 2024 13:38 PDT)
Deborah Miller

Attest:

By: *Janna McKay*
Janna McKay
CCCSWA Board Secretary

Allied Waste Systems, Inc., a Delaware corporation, dba Allied Waste Services of Contra Costa County and also dba Republic Service of Contra Costa County

By: *Kevin Divincenzo*
Kevin Divincenzo (Jun 21, 2024 14:48 PDT)
Kevin Divincenzo
Area President

Approved as to Form:

By: *Scott W. Gordon*
Scott W. Gordon (Jun 21, 2024 14:43 PDT)
Scott W. Gordon
Contractor Legal Counsel

ATTACHMENTS:

- A. EXAMPLES OF REQUIRED MINIMUM MISSED CONTAINER CREDITS
- B. CHART OF FOUR-WEEK PERIODS AND RELATED COMPENSATION
- C. EXHIBIT P (as amended and restated)

ATTACHMENT A

EXAMPLES OF REQUIRED MINIMUM MISSED CONTAINER CREDITS

Example #1: Single-family container on an incomplete route. Scheduled collection = Monday, Actual Collection = Tuesday (next Day). Minimum Credit = \$5.

Example #2: Single-family container on a complete route. Scheduled collection = Monday, Actual Collection = Tuesday (next Day). Minimum Credit = \$0.

Example #3: Single-family container on an incomplete route or a complete route. Scheduled collection = Monday, Actual Collection = Wednesday. Minimum Credit = 2 calendar Days x \$5 = \$10.

Example #4: Single-family container on an incomplete route or a complete route. Scheduled collection = Monday. Actual collection = The following Monday. Minimum Credit = 7 calendar Days x \$5 = \$35.

Example #5: One single-family home with 3 organics containers on an incomplete or complete route. Scheduled collection = Wednesday. Actual collection = Friday. Minimum Credit = 3 containers x 2 calendar Days x \$5 = \$30.

Example #6: Single-family home on two incomplete routes (recycling and organics). Scheduled Collection = Tuesday. Actual collection for 1 recycling container and 1 organics container = Wednesday (both commodities were missed). Minimum Credit = 2 containers x 1 calendar Day x \$5 = \$10.

Example #7: Single-family container on an incomplete route. Scheduled collection = Friday. Actual collection = Monday (next Business Day but 3 calendar Days). Minimum Credit = 3 calendar Days x \$5 = \$15.

Example #8: Single-family container on complete route. Scheduled collection = Friday, actual collection = Monday (next Business Day but 3 calendar Days). Minimum Credit = \$0.

Example #9: Commercial organics container on an incomplete or complete route. Scheduled collection = Thursday and Friday. Thursday collection is missed and container is emptied on Friday (next Day). Minimum Credit = \$5.

Example #10: Danville multi-family solid waste container on an incomplete route. Container is 2 cubic yards and is collected 2x per week (Tuesday and Thursday). Monthly rate for this container is \$946.94. Tuesday collection is missed and collected on Wednesday (next Day). Minimum Credit = \$946.94 per month / 4.33 weeks per month / two collections per week = \$109.35.

Example #11: Danville multi-family solid waste container on a complete route. Container is 2 cubic yards and is collected 2x per week (Tuesday and Thursday). Monthly rate for this container is \$946.94. Tuesday collection is missed and collected on Wednesday (next Day). Minimum Credit = \$0.

Example #12: Commercial recycling container on an incomplete route. Container is collected 1x per week. The container has a monthly rate of \$18.69 for push/pull service. Wednesday collection is missed and collected on Thursday (next Day). Minimum credit = $\$18.69 \text{ per month} / 4.33 \text{ weeks per month} / 1 \text{ collection per week} = \4.32 .

Example #13: Lafayette commercial solid waste container on an incomplete route. Container 3 cubic yards and is collected 2x per week. The container has a monthly rate of \$1,651.24 (\$1,613.87 solid waste service plus \$37.37 push/pull service). Thursday collection is missed and collected on Friday (next Day). Minimum credit = $\$1,651.24 / 4.33 \text{ weeks per month} / 2 \text{ collections per week} = \190.67 .

Example #14: Walnut Creek commercial solid waste container on an incomplete or complete route. Container 2 cubic yards and is collected 6x per week (Monday – Saturday). The container has a monthly rate of \$1,899.43. Wednesday collection is missed and collected on Thursday (next Day). Minimum credit = $\$1,899.43 / 4.33 \text{ weeks per month} / 6 \text{ collections per week} = \73.11 .

ATTACHMENT B

CHART OF FOUR-WEEK PERIODS AND RELATED COMPENSATION

No of 4-week periods	Week beginning (Monday)	Week ending (Friday)	Earned Compensation Amount per Period	Earned Special Compensation Applies to
1	April 1, 2024	Apr 26, 2024	\$283,833 (\$1,986,829 divided by 7 four-week periods)	Collected by Republic as Special Rate Adjustment in Rate Year 11 (March 1, 2025 – February 28, 2026)
2	April 29, 2024			
3	May 27, 2024			
4	June 24, 2024			
5	July 22, 2024			
6	Aug 19, 2024			
7	Sept 16, 2024	Oct 11, 2024		
1	Oct 14, 2024		\$1,986,829 multiplied by one plus the Annual Percentage Change in the CPI-U, then divided by 12 four-week periods	Collected by Republic as Special Rate Adjustment in Rate Year 12 (March 1, 2026 – February 28, 2027)
2	Nov 11, 2024			
3	Dec 9, 2024			
4	Jan 6, 2025			
5	Feb 3, 2025			
6	Mar 3, 2025			
7	Mar 31, 2025			
8	Apr 28, 2025			
9	May 26, 2025			
10	June 23, 2025			
11	Jul 21, 2025			
12	Aug 18, 2025	Sept 12, 2025		
1	Sept 15, 2025	Oct 10, 2025	The total Rate Year 12 Special Rate Adjustment, divided by 19 four-week periods	Credit to CCCSWA within 45 days after February 28, 2027
2	Oct 13, 2025			
3	Nov 10, 2025			
4	Dec 8, 2025			
5	Jan 5, 2026			
6	Feb 2, 2026			
7	Mar 2, 2026			
8	Mar 30, 2026			
9	Apr 27, 2026			
10	May 25, 2026			
11	Jun 22, 2026			
12	Jul 20, 2026			
13	Aug 17, 2026			
14	Sept 14, 2026			
15	Oct 12, 2026			
16	Nov 9, 2026			

17	Dec 7, 2026			
18	Jan 4, 2027			
19	Feb 1, 2027	Feb 26, 2027		

ATTACHMENT C
Exhibit P (as amended and restated)

APPROVED AFFILIATES AND SUBCONTRACTORS

Approved Affiliates

As of the Effective Date, Approved Affiliates include the Affiliates listed in the table below.

Approved Affiliate	Role
BFI of California, Inc.	Owner and operator of Newby Island Recyclery in Milpitas, CA (which is the Approved High Diversion Processing Facility and one of the Approved Organic Materials Processing Facilities)
Keller Canyon Landfill Company	Owner and operator of the Keller Canyon Landfill in Pittsburg, CA (which is the Approved Disposal Facility)
West County Resource Recovery, Inc.	Owner and operator of the West County Resource Recovery Facility Composting Facility (which is one of the Approved Organic Materials Processing Facilities)
Forward, Inc.	Owner and Operator of Forward Resource Recovery Facility (which is one of the Approved Organic Materials Processing Facilities)

Approved Subcontractors

As of the Effective Date, Approved Subcontractors shall include Cascadia Consulting Group, Inc. and For Sustainability Too. Both companies were identified in Contractor's Proposal for provision of public education and outreach services and technical assistance for Residential, Multi-Family, and Commercial Subscribers.

Final Third Amendment 6-20-24

Final Audit Report

2024-06-24

Created:	2024-06-20
By:	Jen Faught (jennifer@recyclesmart.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq1eTI5ZiS7PXwuUvWsbKDQN6psa8itfl

"Final Third Amendment 6-20-24" History

-  Document created by Jen Faught (jennifer@recyclesmart.org)
2024-06-20 - 6:46:20 PM GMT
-  Document emailed to Deborah Miller (miller@smwlaw.com) for signature
2024-06-20 - 6:46:27 PM GMT
-  Email viewed by Deborah Miller (miller@smwlaw.com)
2024-06-21 - 8:25:13 PM GMT
-  Document e-signed by Deborah Miller (miller@smwlaw.com)
Signature Date: 2024-06-21 - 8:38:37 PM GMT - Time Source: server
-  Document emailed to Scott Gordon (swgordon@tbsglaw.com) for signature
2024-06-21 - 8:38:38 PM GMT
-  Email viewed by Scott Gordon (swgordon@tbsglaw.com)
2024-06-21 - 9:36:01 PM GMT
-  Signer Scott Gordon (swgordon@tbsglaw.com) entered name at signing as Scott w. Gordon
2024-06-21 - 9:43:08 PM GMT
-  Document e-signed by Scott w. Gordon (swgordon@tbsglaw.com)
Signature Date: 2024-06-21 - 9:43:10 PM GMT - Time Source: server
-  Document emailed to Kevin Divincenzo (kdivincenzo@republicservices.com) for signature
2024-06-21 - 9:43:12 PM GMT
-  Email viewed by Kevin Divincenzo (kdivincenzo@republicservices.com)
2024-06-21 - 9:47:27 PM GMT
-  Document e-signed by Kevin Divincenzo (kdivincenzo@republicservices.com)
Signature Date: 2024-06-21 - 9:48:08 PM GMT - Time Source: server



Adobe Acrobat Sign

 Document emailed to Gina Dawson (gdawson@lovelafayette.org) for signature

2024-06-21 - 9:48:10 PM GMT

 Email viewed by Gina Dawson (gdawson@lovelafayette.org)

2024-06-24 - 7:05:18 PM GMT

 Document e-signed by Gina Dawson (gdawson@lovelafayette.org)

Signature Date: 2024-06-24 - 7:11:51 PM GMT - Time Source: server

 Document emailed to Janna McKay (janna@recyclesmart.org) for signature

2024-06-24 - 7:11:53 PM GMT

 Email viewed by Janna McKay (janna@recyclesmart.org)

2024-06-24 - 7:27:38 PM GMT

 Document e-signed by Janna McKay (janna@recyclesmart.org)

Signature Date: 2024-06-24 - 7:27:56 PM GMT - Time Source: server

 Agreement completed.

2024-06-24 - 7:27:56 PM GMT