FIRST AMENDMENT TO FRANCHISE AGREEMENT BETWEEN THE CITY OF GRAND TERRACE AND

USA WASTE OF CALIFORNIA, INC. FOR THE PROVISION OF INTEGRATED WASTE MANAGEMENT SERVICES

This First Amendment to the Franchise Agreement for Integrated Waste Management Services ("Amendment") is made and entered into this 1st day of April, 2002, by and between the CITY OF GRAND TERRACE ("City") and Waste Management of the Inland Empire, A division of USA Waste of California, Inc., a Delaware Corporation ("Contractor") for Integrated Waste Management Services, including collection, transportation, recycling, composting, and disposal of solid waste, recyclable solid waste, and construction debris and for providing temporary bin/roll off services for all commercial and industrial and residential premises within the City of Grand Terrace.

RECITALS

- A. WHEREAS, the City and the Contractor entered into a Franchise Agreement for the Integrated Waste Management Services dated March 12, 1998 ("Franchise Agreement"), a copy of which is attached hereto as Exhibit "1"; and
- B. WHEREAS, the City and the Contractor have mutually agreed to modify the terms and conditions of the Franchise Agreement as set forth below in order to improve service levels, comply with comprehensive service, adjust residential rate categories and standardize commercial rates:

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

Section 2. DEFINITIONS.

Two definitions are revised as follows:

- Q. Multi-Family Premises means residential units such as apartments, condominiums and townhouses, other than Single Family dwellings, having four or more units, which utilize Multi-Family Bins, as defined in this Agreement, and not cans or carts, for the temporary accumulation and collection of Residential Solid Waste. "Multi-Family Units" are covered by this Agreement.
- X. Residential Premises or Single Family Dwelling or Single Family Unit –
 Generally means a detached building, or each unit of multi-family dwelling, with kitchen facilities, which utilizes one or more carts or cans, but not Multi-family Bin, for the temporary accumulation and collection of Residential Solid Waste.

For purposes of this definition, mobile home complexes may elect to receive either Multi-family Bin collection Services or Single Family Premises Collection Services by mutual consent of the Contractor and the Customer.

Section 5. SERVICES PROVIDED BY CONTRACTOR

C. Additional Services

The following subsection of Section 5 C. is changed to include 3-cubic yard containers:

(8) Containers for Use of City Public Works Department. Upon request Contractor agrees to provide 3 cubic yard or 30 cubic yard containers to the City for use in public land cleanups and local maintenance at not additional cost to the City as agreed. These Containers will be serviced on an as-needed basis, and care will be exercised to minimize disposal costs and maximize recycling. To that end, separate container(s) will be dedicated to the collection of green waste, and every effort will be made to divert this material from disposal.

The following four sections are added to Section 5 C. Additional Services:

- (11) <u>Special Event Provisions</u>. Contractor agrees to provide the following services up to four (4) times per calendar year:
 - Up to ten (10) portable restroom stations
 - Portable hand wash station
 - Cardboard trash receptacles
 - · Roll-off container for waste consolidation
- (12) Commercial Recycling Notification Program.

 Contractor agrees to annually notify all business customers within the City of Grand Terrace, of opportunities relating to recycling and diversion practices available. Initially this will be a mailer, but may be modified by mutual agreement between the City and the Contractor.
- (13) Composter Subsidy Program. Contractor agrees to provide residential premises requesting backyard composter units at a reduced rate. Said Contractor subsidy shall be up to \$20.00 per unit, but not more than half of the unit cost. The balance of the cost shall be billed to the residential customer via the regular billing. This program shall be subsidized to an annual maximum of \$500.00 per year by the Contractor.
- (14) Contractor agrees to collect electronic waste, including devises containing cathode ray tubes (CRT's), even if there becomes an increased or special cost to dispose in the future. Any increased cost of disposal or cost to recycle these devises shall be reimbursed to the Contractor at the time of the annual review and adjustment

of the "landfill Charge" of the Residential Rate as outlined on the attached Exhibit "D" (July 1st, annually).

Section 8. FRANCHISE TERM.

The following shall replace the existing 10-year FRANCHISE TERM language:

- A. The term of this Agreement shall be for a period of six (6) years and shall commence on April 1, 2002 and end on May 31, 2008.
- B. On April 1, 2002, and on April 1st of each subsequent year, the term of this Agreement shall be automatically extended for an additional year ("automatic renewal") so that the term of the Agreement shall remain at a minimum of six (6) years. Should either party wish to terminate the "automatic renewal", such party shall give the other party written notice to that effect at least thirty (30) days prior to April 1st, of any year. Such notice shall terminate the "automatic renewal" provisions and the Agreement shall remain in effect only for the six- (6) year balance term.

Section 19. COMPENSATION.

Subsection "E" is replaced as follows:

E. Escalation of Rates (Commercial): The attached Exhibit "F" is the approved Rate Band for all commercial services. These rates will remain until the July 1, 2002 annual adjustment. The "High" end of this Band shall be established as the "Standardized Rate" for such level of service. All commercial customers currently being charged the high end of this Rate Band shall not be subject to any rate adjustment due to the annual change in the Consumer Price Index (CPI) for three years (from July 1, 2002 to June 30, 2005). This Standardized Rate shall not be adjusted by either party, for this time period. All rates will continue to be adjusted for changes in the landfill component of the rate as well as "Extraordinary Adjustments in Rates" as defined in Exhibit "D", Section 5 of the Agreement.

Any new commercial customer or any existing commercial customer requesting new service or a change in service level shall be billed the Standardized Rate.

Existing commercial customers currently <u>not</u> being charged the "Standardized Rate", or a customer not attaining the Standardized Rate by July 1, 2005, shall for the period of time up to July 1, 2005, have the monthly rates adjusted annually as outlined in the Franchise Agreement Exhibit "D" 4. "Annual Adjustments of Rates", <u>plus the following</u>:

In addition to the annual adjustment in the Consumer Price Index (CPI), the Contractor's Pick up fee portion of the commercial rate shall be adjusted an

additional 3% (CPI plus 3%) for a three (3) year period up to July 1, 2005. Any existing commercial customer rate that attains the level of the "Standardized Rate" for the level of service during this three year period, shall not be adjusted beyond this rate until July 1, 2005. Any commercial customer not yet at the Standardized Rate on June 30, 2005, will on July 1, 2005 be adjusted to the full amount of the Standardized Rate. The annual rate adjustment based on the change in the Consumer Price Index as outlined in Exhibit "D" (revised herein) of the Franchise Agreement shall equally effect the entire customer base on July 1, 2005. Any commercial customer not at the Standardized Rate as of July 1, 2002, shall at that time, receive a rate adjustment which includes the CPI for July 1, 2001, the CPI for July 1, 2002, and the 3% adjustment, unless the Standardized Rate has been achieved.

The attached Exhibit "F" "low end" of the rate band, shall be revised when the March 2002 CPI data is available, and will include the CPI adjustment for July 1, 2001, the CPI adjustment for July 1, 2002, and a 3% adjustment factor. Said Revised Exhibit "F" shall be submitted to the City Manager for review prior to implementation.

Said commercial rate adjustments shall be reviewed and approved annually by the City Manager or his/her designated representative.

SECTION 19. L.

The following shall be added as subsection "L" of this Section of the Agreement:

Contractor agrees to freeze the existing Single Family Residential Rates and associated ancillary fees from any adjustment relating to the annual Consumer Price Index (CPI), until July 1, 2003. In addition, all other rates listed within Exhibits "D" and "E" (except those noted above in Subsection "E", associated with the commercial rate escalation) shall not be adjusted until the July 1, 2003 date and shall then only be adjusted based upon the twelve-month period of CPI review.

SECTION 21. PUBLIC ACCESS TO CONTRACTOR

The following shall be added as subsection "C" of this Section of the Agreement"

C. Contractor shall provide a local office for response to all customer inquiries. "Local" shall be defined as an office within Western San Bernardino or Western Riverside Counties of the State of California.

EXHIBIT "D" (Revised and Effective April 1, 2002) SCHEDULE OF RATES

1. SINGLE FAMILY RESIDENTIAL SERVICE RATE

Single family service rates shall be based on the following formula.

FORMULA: Contractor's pick-up fee + Street Sweeping/Community Fund + Landfill Fee (Based upon average tons per home) + Green Waste Charge + Recycling Charge + Household Hazardous Waste Fee + Franchise Fee

The Franchise Fee Calculation will be 15% of the Contractors pick-up Charge + Landfill Fee + Green Waste Charge + Recycling Charge

Single Family Monthly Residential Rates through June 30, 2003 will be as follows, and thereafter shall be adjusted as outlined in the Agreement:

64 Gallon Container: \$18.01 based on the following:

Contractors Pick-up Fee

\$10.00

Street Sweeping / Community Fund \$ 0.85

Landfill Charge

\$ 1.78

(Based upon 0.723 tons per home per year at \$29.52 per ton)

Green Waste Charge

\$.99

Recycling Charge

\$1.87

Franchise Fee

\$2.32 (15% of Gross)

Household Hazardous Waste Fee

\$.20

96 Gallon Container: \$19.01 per month based on the following:

Contractors Pick-up Fee

\$10.00

Street Sweeping / Community Fund \$ 0.85

Landfill Charge

\$2.65

(Based upon 1.075 tons per home per year at \$29.52 per ton)

Green Waste Charge

\$.99

Recycling Charge

\$1.87

Franchise Fee

\$2.45 (15% of Gross)

Household Hazardous Waste Fee

\$.20

- 2. MULTI-FAMILY SERVICE RATE:
 Bin service rates for multi-family units shall be the same as adopted for commercial bin service.
- 3. ADDITIONAL SPECIAL SERVICE RATES.
- A. "On Demand" appliance and bulky item pickup at ground level for Multi-family Premises, Commercial Premises, or additional collections at Single-Family Premises beyond the three-free requests per year first item \$25.00 and \$15.00 for each additional item.
- B. All persons qualifying as handicapped by the City shall be entitled to free carryout service to the collection vehicle. The operator may charge for such carryout service for any other customer who requests it at the rate of \$12.00 per month.
- C. Special enclosure cleanup service as described above, shall be charged at the rate of \$45.00 per hour, portal to portal. Special cleanup service by pickup truck requested by any customer shall be charged at \$45.00 per hour plus any applicable landfill fees. If a compactor refuse truck is necessary, the charge shall be \$45.00 per hour plus any applicable landfill fees.
- D. Individuals shall be entitled to a reasonable discount of the operator's service pickup fee in accordance with the Ordinance. Contractor may, at its discretion, offer low-income customers the same discount offered by Southern California Edison.
- E. Exemption from mandatory service shall be in accordance with the Ordinance. Contractor may, at its discretion, credit the landfill component of the monthly bill for customers who are on vacation for at least 30 consecutive days. Contractor may, at its discretion, charge no monthly rate for a home that is uninhabited and receives no service. Contractor may require property owners to sign a "Vacancy Certificate" at least every six months. If Contractor's field audit discovers that a house certified to be vacant, is inhabited, Contractor may retroactively charge the property owner to the date of the Vacancy Certificate.
- F. A "Service Change" fee in the amount of \$20.00 may be charged each time a customer changes to a different service level. The operator will select one calendar month per year, during which month, "Service Change" fees will be waived for any customer requesting a change in their service level. Customers will be notified by operator regarding the availability of this change option.

ANNUAL ADJUSTMENT OF RATES.

As of July 1st of each year, the above refuse rates shall be adjusted as follows:

- A. The landfill fee portion of each rate designated above shall be adjusted in accordance with an increase or decrease percentage to correspond with any increase or decrease percentage in the landfill fee charged by the County of San Bernardino.
- B. The contractor's pickup fee and the Street Sweeping/Community Fund fee designated above shall be adjusted by 90% of the annual change in successive indexes as of the month of March, per the "Consumer Price Index, Los Angeles-Anaheim (unadjusted), All Urban Consumers, All Items" as published by the Bureau of Labor Statistics.

5. EXTRAORDINARY ADJUSTMENT OF RATES.

Subject to the approval of City Council, the Contractor may request special rate adjustments in the event its operating conditions significantly change, i.e., the County of San Bernardino or the City directs the operator to a different landfill, there is a change in State or Federal laws applicable to the operators refuse business, or there is a significant change in the County's collection of tipping fees and fees to operate the Household Hazardous Waste program.

6. SCHEDULE OF FRANCHISE FEES.

As of April 1, 2002 Contractor shall pay a Franchise Fee of 15% of gross revenues, minus the Household Hazardous Waste fee.

7. NON-PAYMENT.

Contractor reserves the right to stop service after the customer is 60 days late or longer. Contractor will then have the option to confiscate the container. Reinstatement of the account along with delivery of the container will be \$20.00.

All other provisions of the Agreement with Exhibits shall remain in full force and effect and shall apply as applicable to this Amendment.

PASSED, APPROVED, AND ADOPTED this 28th day of March, 2002

CITY OF GRAND TERRACE	USA WASTE OF CALIFORNIA, INC
By: Mayor and to the City Council thereof	By: District Manager
ATTEST: By: <u>Blenda Stanfill</u> City Clerk	
By: Jam Han City Attorney	

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Commercial Rate Analysis for the City of Grand Terrace
CPI plus 4.0% - With Rate Freuze on Cubiomers at Rate Band Maximum
March 18, 2001

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Quality Medical Corp		GRA-39	- 1	n		27.5	20.12	2073	286.08	3	7.42%	890.06	\$ 98.12	\$ 12.06	7	\$4.82	
El Cid Apla		GPA - 2689		r3 e		12.8	2.12	707	200.00	26.62	7.42%	390.00	\$ 98.12	\$ 12.06	~	7.12	
Johansen, Willem		GRA - 2804		7 -		12 00	2100	1000	\$67.40	57.98	7.42%	\$82,32	\$ 99.12	\$ 10.72	2	1 22	
Inland Timber		GKA 2907		3 41	-	12.00	21.08	10.60	\$90.10	7.7	7,42%	\$195.22	\$ 99.12	\$ 602		\$5.12	
Churchael R K	12408 MI Verson Ave	GRA - 24	_		-	12.99	\$ 21.09	\$ 70.00	\$01.39	\$7.04	7.42%	1999	2 56 12			1 2 2	
Cleanin Plentino loc		GRA-10	_	2	-	12.99	\$ 21.09	\$ 70.31	591.40	27.04	7.47%	28.62	20.12	2/20		15 22	
Grand Terrace Lone Club		GRA -18	-		-	12.90	2.29	22.5	\$91.41	20.72	100 L		2 2 2	670	-	22 52	
Imperial Electric		GRA-B	- 1			12.8	28.17	78.20	\$106.32	3	7.42%	\$112.12	\$ 147.72	\$ 41.40	40	\$5.80	
Luna, Albert		GRA - 2706	N -	N 17	- 2	25.82	1 2 2	\$ 62.44	\$124.62	2	7.42%	\$130.74	\$ 162.95	56.33	•	20.12	
RI, Garred Landscape	21900 Redox Bred	GRA - 2675			. 64	25.06	\$ 42.18	80.06	\$132.24	\$5.09	7.424	\$138.82	\$ 182.95	2.00	n -	2 5	
Derrett's		GRA - 2681		-	~	25.98	\$ 42.18	\$ 130.57	\$175.75	2.3	2000	5102.85	54.287	87.74 ·		23.15	
Azura Terraca Aods		GRA - 2846	-	•	-	25.96	\$ 42.18	\$ 109.50	\$151.60	7	177	20.00	187.05	31.27	1 17	\$8.12	
Mahys		GRA - 2917			ν.	2 2 2	42.18	255	2131.90	25.64	1427	2120.00	\$ 167.42	\$ 35.74	•	\$8.12	
Southern California Edition		GRA-25			- •	26.00	42.10	142	\$156.41	20.02	7.42%	\$164.89	\$ 162.95	\$ 26.54	24	20 48	
Terrace Towns Centra	22545 Barton Road	× 500		•	46	7	\$ 58.24	180.87	1237 11	26.64	4.94%	\$246.04	\$ 246.04	\$ 8.93	-		
Cattornia State	21881 Bades Bd	GRA - 45	-	•	1 74	37.64	\$ 56.24	\$ 160.67	11.7622	\$6.64	4.91%	\$248.04	\$ 246.04	\$ 0.93	- (200	
County Business Meeting Mountain	21645 Grand Terraca Road		74	*	-	24.61	\$ 56.24	\$ 19.26	\$250.50	\$7.23	4.62%	\$259.47	259.4	2	-	20.00	
Gwen Bar	22481 - 82 De Soin SI		~	63	-	25.98	\$ 42.18	\$ 129.92	\$172.10	2 2	7.42%	2011	700	3 116.66	4 10	\$12.23	
Clark's Vinyl Tops	12028 La Crosse Ave	GRA - 2883	P 1		~	2 5	27.7		17.0223	2 2 2	7.42%	5241.67	24.16	5	- ▼	\$12.34	
Terrace Village RV Park	21900 Barton Road	GRA-2915	7 -	7 -		100	60.27	182.65	\$245.92	\$6.31	7.42%	\$259,47	\$ 201.13	\$ 35.21	~	\$13.56	
Superior Pool Products	22050 Commerca way	GRA - 28	-		1 4	51.96	S 72	\$ 164.29	\$266.65	\$5.17	7.42%	\$202.32	379.04	\$ 11039	10 1	513.67	
17 Seringship	22488 Barkon Road	GRA+3056	-	-		26.67	\$ 60.27	\$ 164.43	\$247.70	8 3	7.42%	526136	201.02	45.76	7 6	812.00	
Terrace Pine 43 84 814 816 #18		GRA - 2708	•		-	20.07	5 60.27	5 166.73	2749.00	200	7.424	\$280.70	36590	80.28	• ~	\$14.19	
Mi Vernon Heights	12420 Mt Vernon Ave	GRA-43	~		~ •	20.00	RE		70.6124	2 5	1.42%	\$270.67	\$ 201.13	\$ 24.79	-	514.23	
Miguel's Restaurant	22419 Barlon Road	GRA-2724		2 11	7 (20.00	E 25	198.00	\$282.36	15.43	7.42%	\$297.05	\$ 365.90	200	▼ .	\$14.69	
The Territo Anademicals	22325 Barton Road	GRA-78	-	**		38.97	\$ 63.27	\$ 199.14	\$262.41	55.73	7.42%	\$277.19	\$ 281.13	\$ 18.72		\$14.70	
Southern California Edition	22200 Newport Ave	GRA - 25	_	10	2	8.5	8 20	\$ 215.00	\$299.36	2 2	7.42%	1015	71.105	2 148.10	1 40	\$17.74	
MI Vernon Heights	12420 Mi Vernon Avs	GRA - 43	10		- •	25.25	55	\$ 239.05	200		3.28%	1738 DB	5 738 12		0	\$18.08	
The Crest Grand Terrade	22491 De Berry St	GRA - 3186	- r	•	~ ~	22.27	126.52	26070	\$386.74	3	7.42%	\$406.05	\$ 562.26	\$ 175.52	9	\$1931	
Grand Terrace	12400 Blinds Rd	GRA - 2025	7 ~		. 62	1	126.54	\$ 313.56	\$440.10	\$5.65	7.42%	\$463.37	\$ 562.26	\$ 122.16	₹ 1	\$23.27	
Aziera Hilla SDA Charch		GRA-3		et	•	77.04	\$ 126.54	\$ 321.42	\$447.96	\$5.75	7.42%	1471.81	562.26	114.70	1	\$23.65 678.06	
Frome Developments Omega LLC	21935	GRA -3058	C	•	e .	116.91	\$ 189.62	\$ 380.29	1200.11	2 :	K757	100000	2 146160	79.00		7697	
Cape Terrace Condominium	12160	GRA - 2926	-	e1 4	P4 6	207.84	327.45	16.000	2000.00	3 3	7477	\$1,045.90	1,463,60	10004		74.9	
Part Center	_	GRA - 2878		9 6	40	73.83	2000	785.60	\$1.165.23	3	7.42%	\$1,223.52	\$ 1,646.55	•	9	\$58.29	
The Crest Grand Terrace	22481	GRA - 3100	- 47	* e*	4 67	19.5	316.36	\$ 788.14	\$1,104.50	\$5.67	7.42%	\$1,162.98	\$ 1,405.65	•	•	258.48	
China Royal Modes from Catalon	7244 Reten Board	GRA - 2704	יי י		•	23.852	\$ 379.63	\$ 620.76	\$1,200.30	\$5.13	7.42%	\$1,261,29	\$ 1,726.17	\$ 525.78	•	260.90	
Canad Royal Mobile Home Fatates	22111	GRA - 2927	40	**	4	259.00	\$ 421.81	\$ 690.09	\$1,311.90	\$5.06	7.42%	\$1,377.94	1,005.20	\$ 583.30	•	2000	
Wilden Pumo & Engineering	22089	GRA - 30	2	ф	67	259.60	\$ 421.81	\$ 1,068.75	\$1,490.56	\$5.74	7.42%	21,500,06	1070	339628	7	27.30	
The Highlands Apartments	11750 MI Vernon Ave	GRA-7	6	es	n	389.70	\$ 632.72	1,422.18	22,084,90	2:	1428	24,171.17	8 4,011.3U	20.01.0	•	8170 88	
The Highlands Apartments	11750 Mt Vernon Ave	GRA-7	2	•	~	727.44	70'Let,1 &	7,302.97	87'484'FR	Š	257	100			×		

'Proposed rale incress includes CPI at 80% of 3.8% plus supplemental 4.0%. Accounts at maximum of rale band did not receive a rate incresse.

3.7 \$1,216.46

585.44% \$32,022.89 \$39,275.54 \$8,469.11

85.70

\$30,606 43

5,403.64 \$ 8,773.67 \$ 22,032.78

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EXHIBIT "F" CITY OF GRAND TERRACE

MONTHLY COMMERCIAL BIN COLLECTION RATES

BIN SIZE -	2 CUBIC YARD	3 CUBIC YARD	4 CUBIC YARD	6 CUBIC YARD	3 CUBIC YARD
	RATE BAND	RATE BAND	RATE BAND	RATE BAND	TEMPORARY
NUMBER OF COLLECTIONS					
PER WEEK	42.07 - 73.86	68.90 - 98.12	125.28 - 129.74	151.68 - 187.42	52.19
2	70.73 - 134.05	124.62 - 182.95	237.10 - 246.04	287.60 - 361.17	104.39
က	112.80 - 207.91	193.37 - 281.13	362.49 - 375.89	441,91 - 549.11	156.58
4	154.86 - 281.77	262.38 - 379.04	487.87 -505.74	593.60 - 736.01	208.78
S	196.93 - 355.10	226.29 -477.48	612.99 - 635.59	745.28 - 923.42	260.97
9	238.99 - 429.22	400.13 -575.39	738.11 - 764.38	897.49 - 1,110.84	•

Note: Bin rental charge is eliminated on multiple collections per week. Includes 15% City Franchise Fee