

AMENDMENT ONE TO INTEGRATED SOLID WASTE MANAGEMENT SERVICES AGREEMENT

THIS **AMENDMENT ONE** to the INTEGRATED SOLID WASTE MANAGEMENT SERVICES AGREEMENT ("**Amendment**") is dated as of the 28th day of November, 2022 and is entered into by and between the **CITY OF CERRITOS**, a California charter city and municipal corporation ("**City**"), and **ARAKELIAN ENTERPRISES, INC., d/b/a ATHENS SERVICES**, a California corporation ("**Athens**" and "**Contractor**") on the terms and subject to the conditions set forth herein. The City and Athens shall sometimes hereinafter be referred to collectively as the "**Parties**."

RECITALS:

- A. On April 13, 2017, the City entered into an Agreement for Integrated Solid Waste Management Services ("**Agreement**") with CalMet Services, Inc.; and
- B. The Agreement became effective on July 1, 2017, and is scheduled to expire on December 31, 2027; and
- C. On December 9, 2021, the City received a request from Athens to approve the assignment of the Agreement from CalMet Services, Inc. to Athens; and
- D. On March 24, 2022, the Cerritos City Council reviewed, considered and approved the assignment of Agreement to Athens, enabling Athens to assume the obligations of the "Contractor" under the Agreement; and
- E. On April 1, 2022, City received notification from Athens that their acquisition of CalMet and CalMet's assets, including the Agreement, had been consummated, effective April 1, 2022; and
- F. Among other requirements, the Agreement requires the Contractor to provide residential and commercial refuse, recycling and green waste collection and processing services within City boundaries; and
- G. The Agreement imposes the maximum rates that Contractor can charge residential and commercial customers within City boundaries for services; and
- H. The Agreement includes provisions for the City to approve annual adjustments to the maximum rates that Contractor can charge residential and commercial customers within City boundaries for services; and
- I. Senate Bill 1383 (stats. 2016, ch. 395) ("SB 1383"), enacted in 2016, requires the City to, among other things, implement organics waste recycling programs.

AGREEMENT:

NOW, THEREFORE, based on the foregoing Recitals, which are a substantive part of this Amendment and hereby incorporated herein by reference, the Parties hereby agree to amend the Agreement as follows, effective December 1, 2022 ("Amendment Effective Date"):

- 1. Residential Organic Waste Collection. Section 4.3.1 of the Agreement is hereby amended to include, in addition to the collection of "Green Waste" as

defined in Section 1.29 of the Agreement, the collection of source-separated "Organic Waste" as defined in Title 14 of the California Code of Regulations (14 CCR) Section 18982(a)(46) (or successor provision).

2. Commercial Organic Waste Service Rollout. For Commercial generators, as defined under Section 6.09.020 of the Cerritos Municipal Code, Contractor shall collect source separated Organic Waste no less than one (1) time per week. In furtherance of the requirements hereunder, Contractor shall procure and distribute collection containers to Commercial generators, in phases, commencing on the Amendment Effective Date and fully completed no later than July 1, 2023, with Commercial generators producing comparatively high volumes and more tonnage of Organic Waste to be part of the early phases of distribution of Organic Waste Carts. The Commercial generators included in each phase, as well as the service level assigned to each generator, shall be subject to Contractor's delivery to City of a written notice of the same ("Commercial Service Notice"), and City's disapproval, in writing, of that notice within five (5) business days; if City fails to deliver to Contractor disapproval of the Commercial Service Notice within said five (5) business days, City shall be deemed to have approved the Commercial generators in each phase as well as the service level assigned to each generator; if City timely disapproves, in writing, the Commercial Service Notice within said five (5) business days, Contractor shall revise and resubmit a revised Commercial Service Notice with modifications to the Commercial generators included in each phase as well as the service level assigned to each generator. Contractor may adjust the foregoing initial level of service hereunder in accordance with Paragraph 5 of this Amendment.
3. Acceptable Organic Waste Materials. Notwithstanding any provision in the Agreement to the contrary, the Organic Waste materials that are to be accepted for collection in Organic Waste containers for collection of Organic Waste are set forth in Exhibit 2A of this Amendment. Contractor shall also implement the protocols specified in Exhibit 2B to prevent or minimize "Prohibited Container Contaminants" consistent with 14 CCR Section 18984.5(b) in a manner deemed safe by Contractor pursuant to reasonable industry standards.
4. Field Audits; Sustainability Auditor. Contractor shall assign a "Sustainability Auditor" to the City and allocate twelve (12) hours per week of his/her time to conduct field audits of accounts within the City to determine Customer subscription to Organic Waste collection services required in accordance with SB 1383 and the Cerritos Municipal Code. Such audits shall include notification to City via written correspondence (letter/email) of an alleged or actual violation of Section 6.09.030 and/or 6.09.040 (or successor provisions) of the Cerritos Municipal Code, City will determine if there is such a violation, and upon City request, Contractor shall support City in mailing appropriate follow-up written correspondence on behalf of City to account holders.
5. Service Changes. Contractor may reduce or increase any Organic Waste service level, including service frequency and container types, based on inspection, audit, or review at any time, subject to written prior notice of the same delivered to City ("Service Change Notice"), and thereafter the City's review, and City disapproval, in writing, within five (5) business days of the Service Change Notice; if City fails to deliver to Contractor disapproval of the

Service Change Notice within said five (5) business days, City shall be deemed to have approved the reduction or increase of Organic Waste service level, including service frequency and container types; if City timely disapproves, in writing, the Service Change Notice within said five (5) business days, Contractor shall maintain the same Organic Waste service level, including service frequency and container types, that was in place prior to the Service Change Notice. Concurrently with any request submitted by Contractor pursuant to this paragraph 5, Contractor shall submit to City any and all inspection, audit, and/or review reports that Contractor uses in support of its request to reduce or increase any Organic Waste service level. To the extent permitted by law, Contractor may charge fees to cover the costs from the changes to Organic Waste service levels, as specified in Exhibit 1 of the Agreement as may be adjusted pursuant to Section 6.4 of the Agreement.

6. Route Reviews; Waste Evaluations. Section 5.4 of the Agreement shall be amended to add the following paragraphs:

Contractor shall conduct hauler route reviews for "Prohibited Container Contaminants" consistent with 14 CCR Section 18984.5(b) in a manner deemed safe by Contractor pursuant to reasonable industry standards.

Contractor shall conduct waste disposal characterization evaluations that meet the requirements of 14 CCR Section 17409.5.1 with respect to waste delivered to an Contractor-owned or -controlled facility or with respect to information otherwise accessible to Contractor that permits it to perform characterization studies.

The foregoing studies shall be conducted by Contractor upon the request of the City, but no more than once every two (2) years. Contractor shall pay for all cost and expenses for the completion and reporting requirements of such studies.

Upon the completion of any study, Contractor shall delivery to City a copy thereof, in digital format when possible and if not by hardcopy, for any study completed pursuant to this Section 5.4.

7. Multiple Cities Organic Waste Collection Routes. Contractor contracts with multiple jurisdictions to provide Organic Waste Collection services. Subject to City's review and prior written approval, Contractor may collect source separated Organic Waste from multiple cities within one Organic Waste route set by and serviced by Contractor. Contractor shall deliver to City data for estimated and actual tonnage volume from cities within Contractor's proposed one Organic Waste route, days and times of service, and any other information and documentation that City may reasonably request as part of its review and approval. If authorized by City to collect from multiple cities within one Organic Waste route, Contractor shall report to City the City's source separated Organic Waste tonnage, which shall be subject to review and verification by City or City's consultant retained for such purpose. If, subsequent to any review and verification by City or City's consultant, Contractor's report of the City's source separated Organic Waste tonnage is incorrectly reported by one percent (1%) or more, Contractor shall immediately cease and desist from including City in any collection of source separated Organic Waste from multiple cities and shall immediately collect

source separated Organic Waste only from City. Contractor shall continue to have the obligation to report to City the City's Organic Waste tonnage.

8. SB 1383 Call Center. Contractor shall ensure that representatives supporting calls received by Contractor's twenty-four (24) hour call center provided under Section 5.2.1. of the Agreement are qualified to communicate information and respond to Customer inquiries concerning SB 1383.
9. Food Recovery Support Payment. Contractor shall pay to City a sum of \$6,000 per year to support food recovery support programs in the City. Contractor's first payment shall be made within sixty (60) days of the Amendment Effective Date and the second and each subsequent annual payment made within sixty (60) days after September 1 of each year the Agreement, as amended, is in effect.
10. Edible Food Recovery Support. Contractor shall maintain a current list of Tier 1 and Tier 2 Commercial Edible Food Generators in the City, as well as a list of Food Recovery Organizations that provide services within the City. Contractor shall disseminate to each Tier 1 and Tier 2 Commercial Edible Food Generators information about the City's Food Recovery program on an annual basis. For the purposes of this provision, Tier 1 and Tier 2 Commercial Edible Food Generators shall mean "tier one commercial edible food generator" and "tier two commercial edible food generator," respectively, as defined in Section 6.09.020 of the Cerritos Municipal Code. "Food Recovery Organization" shall have the same meaning set forth in Section 6.09.020 of the Cerritos Municipal Code.
11. Paper Shredding Events. Contractor agrees to provide two (2) on-site paper shredding trucks at one 4-hour community paper shredding event per calendar year, at times and location(s) specified by City and agreed upon by Contractor (which shall not be unreasonably withheld or delayed).
12. Compost Events. Contractor shall provide labor for the staffing of two 4-hour compost events annually, at times and location(s) determined by the City and agreed upon by Contractor (which shall not be unreasonably withheld or delayed). At the events, two truckloads of compost of at least 42 tons will be provided free-of-charge to City residents. Labor provided by Contractor shall include one person at an informational booth, one person assisting with traffic flow, and three persons shoveling and filling bags for residents.
13. SB 1383 Procurement. As part of City's efforts to satisfy annual procurement requirements specified 14 CCR Section 18993.1, Contractor shall: (i) provide at least 126 tons of compost or mulch, delivered to location(s) selected by City and agreed upon by Contractor (which shall not be unreasonably withheld or delayed) that will meet the description in 14 CCR Section 18993.1(f)(1); and (ii) provide City with the right to require Contractor to procure, on an annual basis, up to 83,325 Diesel Gallon Equivalent units (gallons) of California-derived Renewable Natural Gas for use in collection vehicles used by Contractor in the City that will meet the description in 14 CCR Section 18993.1(f)(2) ("CRNG"). To implement clause (ii) in the preceding sentence, Contractor shall, no later than November 1 of each year: (a) notify the City of the status of the commercial availability of CRNG for use on collection routes within the City for the following calendar year; and (b)

notify the City of Contractor's cost per gallon of CRNG for the following calendar year; and (c) notify the City of Contractor's cost per gallon of fuel that Contractor would otherwise use on collection routes within the City for the following calendar year, as specified in Section 4.5.3(B) of the Agreement. City shall then have the right, no later than December 15 of each calendar year, to require and direct Contractor to procure up to 83,325 gallons of CRNG at a cost to the City of the difference in Contractor's cost between CRNG and the fuel that Contractor would have otherwise used on the collection routes in the City, payable to contractor no later than March 1 of the calendar year in which the CRNG is allocated for use in the City. If Contractor's cost of CRNG is less than the cost of the fuel that Contractor would otherwise use on collection routes within the City, then Contractor shall use CRNG on all collection routes within the City for the given calendar year at no cost to City up to 83,325 Diesel Gallon Equivalent units unless Contractor elects to use additional CRNG at no cost to City. Contractor acknowledges and agrees this is a material term to this Amendment because the City shall be entitled to receive the associated procurement credits to satisfy 14 CCR Section 18993.1.

14. Program Changes. Contractor's duties with respect to its support of City's compliance of SB 1383 and its regulations are limited to the services expressly set forth herein. Contractor may request a rate adjustment pursuant to Section 6.5 of the Agreement in the event Contractor incurs additional costs, arising from or relating to (i) additional or modified Organic Waste services as directed by City, including but not limited to requirements relating to diversion, facilities, container color, container labelling, waivers, and reporting, or (ii) required due to a change in law. Any request for such rate adjustment shall be governed by Section 6.5 and any other applicable provisions of the Agreement.
15. Revised Rates. Exhibit 1 of the Agreement shall be deleted in its entirety, and shall be amended by Exhibit 1 attached to this Amendment and by the reference integrated herein. All references in the Agreement to Exhibit 1 shall be deemed to refer to Exhibit 1 of this Amendment. The rates specified in Exhibit 1 of this Amendment shall be the maximum rates that Contractor is permitted to charge its Customers in the City effective December 1, 2022.
16. Annual Rate Approval. Section 6.4, inclusive of its subparts at subsections 6.4.1 through and including 6.4.3 and Exhibits 2A through and including 2D of the Agreement, are hereby deleted in their entirety and replaced with the following:

6.4 Method of Adjustment

6.4.1 General

Pursuant to Section 6.3, Contractor may request an adjustment to the maximum rates according to the method and formula described in Section 6.4.2, subject to the review and approval by the City Manager. Such approval of the City Manager is permitted if, and only if, the request by Contractor is consistent with the rate adjustment methodology outlined in the Agreement.

6.4.2 Potential Rate Adjustments/Increases per CPI; Annual Cap

The maximum rates set forth in Exhibit 1 shall be adjusted each July 1st for the term of the Agreement by the percentage increase, if any, in the Consumer Price Index – All Urban Consumers, All Items - Los Angeles-Long Beach-Anaheim, CA ("CPI") from March of the previous calendar year through March of the current calendar year, not to exceed an increase of five percent (5%) per rate year; provided, however, that if the CPI adjustment increase in one calendar year is greater than five percent (5%), then rate adjustments in excess of five percent (5%) in any rate year shall be carried forward and applied to the next rate year to which the rate adjustment (inclusive of any carried-forward balance) does not exceed the five percent (5%) rate year cap ("Rollover"). If the CPI adjustment in one year is less than zero percent (0%), then there shall be no adjustment to rates in that rate year unless there is Rollover to be applied. Upon a rate year with negative rate adjustment without the application of Rollover, the negative rate adjustment shall be applied to offset the next rate year to which the rate adjustment exceeds zero percent (0%).

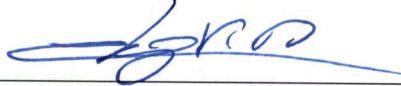
17. Section Headings. The section headings in this Amendment are for convenience of reference only and are not intended to be used in the construction of this Amendment or to alter or affect its provisions.
18. Defined Terms. Except as expressly specified otherwise in this Amendment, capitalized words and phrases not otherwise defined in this Amendment shall have the same definition and meaning ascribed to them in the Agreement.
19. Interpretation. This Amendment does not and shall not be interpreted to change any term, condition, program, or other detail included in the Agreement unless specifically addressed in this Amendment. Except as specifically and expressly provided in this Amendment, all of the terms, conditions, programs, and other details in the Agreement remain in full force and effect, and binding on the Parties hereto.
20. Entire Amendment. This Amendment and the Agreement contain the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment.
21. Due Execution. The person(s) executing this Amendment on behalf of a Party hereto warrant(s) that (i) such Party is duly organized and existing; (ii) such person(s) are duly authorized to execute and deliver this Amendment on behalf of said Party; (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment; and (iv) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

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

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

The "City"

CITY OF CERRITOS


MAYOR CHUONG VO

ATTEST:


CITY CLERK


"Athens" and "Contractor"

ATHENS SERVICES

BY 
RON ARAKELIAN III

Executive Officer

Title

BY 
ADAM ARAKELIAN

Executive Officer

Title

EXHIBIT 1
MAXIMUM CONTRACTOR RATES

Following are the maximum contractor rates for September 1, 2022 through June 30, 2023

Residential Services	Maximum Contractor Rate
Cart Service – up to 96 gallons of capacity each: refuse, recycling, and green waste cart(s)	\$23.89 per mo.
Additional 96 gallons of capacity: Refuse Cart(s)	\$9.89 per mo.
Additional 96 gallons of capacity: Recycling Cart(s) Note: Second 96 gallons of capacity free of charge.	\$9.89 per mo.
Additional 96 gallons of capacity: Green Waste Cart(s) Note: Second 96 gallons of capacity free of charge.	\$9.89 per mo.
Extra Empty – Refuse, Recycle or Green Waste	\$16.29
Bulky Item Pickup (Not on pickup day) per pick up not to exceed 5 items	\$45.44
Cart Maintenance Fee (Requires City Approval)	\$96.43
Sharps Collection Container- Gallon size	\$59.72 each
Cart size exchange (multiple exchanges permitted on one trip)	\$24.90 per trip
Cart Customer Special Pickups	No charge
Cart Wheel-Out and Return Service	\$45.63 per mo.

Maximum Monthly Refuse Bin Contractor Rates							
Container Size	Pickups per week						
	1	2	3	4	5	6	7
1 cubic yard	\$115.61	\$195.70	\$278.27	\$363.08	\$450.34	\$539.95	\$655.57
2 cubic yard	\$153.22	\$259.09	\$367.43	\$478.08	\$591.04	\$706.37	\$854.89
3 cubic yard	\$168.71	\$285.42	\$402.10	\$518.77	\$635.46	\$752.21	\$935.08
4 cubic yard	\$199.23	\$351.04	\$502.81	\$654.77	\$809.86	\$964.95	\$1179.11
2 yd compactor	\$275.77	\$466.39	\$661.34	\$860.48	\$1063.85	\$1271.52	\$1538.80
3 yd compactor	\$303.65	\$513.74	\$723.76	\$933.83	\$1143.84	\$1353.94	\$1683.10
Locking bin fee	\$22.04	\$27.54	\$33.04	\$38.62	\$44.15	\$50.15	\$55.19
Roll-out Services	\$46.38	\$105.04	\$139.12	\$185.50	\$231.87	\$278.24	\$510.10

Maximum Monthly Recycling Bin Contractor Rates							
Container Size	Pickups per week						
	1	2	3	4	5	6	7
1 cubic yard	\$64.66	\$109.46	\$155.63	\$203.09	\$251.91	\$302.01	\$366.69
2 cubic yard	\$85.71	\$144.91	\$205.52	\$267.38	\$328.82	\$395.12	\$478.17
3 cubic yard	\$94.34	\$159.61	\$224.89	\$290.18	\$355.46	\$420.71	\$523.01
4 cubic yard	\$111.44	\$196.37	\$281.24	\$366.23	\$452.98	\$539.72	\$659.53
Maximum Monthly Manure Bin Contractor Rates							
Container Size	Pickups per week						
	1						
3 cubic yard	\$402.79						
Maximum Monthly Commercial Organics Rates							
Per Cart Pickups per week							
1x	2x						
\$110.05	\$220.11						

Roll-Off Box and Temporary Bin Charges	Maximum Customer Rates
<u>Commercial Customers</u>	
3-yard Clean-up Bin	\$173.38 per bin pull, disposal included
3-yard Clean-up Bin – Extra Empty	\$66.66 per bin pull, disposal included
Roll-Off (6-ton limit)	\$768.63 per pull, disposal included
Lowboy Roll-Off (6-ton limit)	\$768.63 per pull, disposal included
<u>Residential Customers</u>	
Clean-up Bin	\$92.14 per pull, disposal included
3-yard Clean-up Bin – Extra Empty	\$92.14 per pull, disposal included
Roll-Off Mini (3-ton limit)	\$362.34 per pull, disposal included
Roll-Off (6-ton limit)	\$664.85 per pull, disposal included
Lowboy Roll-Off (6-ton limit)	\$664.85 per pull, disposal included

Extra Services			Maximum Customer Rates	
Copy of Facility Weight Ticket/each			\$3.80	
Copy of Workorder/each			\$3.80	
Dry Run/Dead Run Charge per incident			\$113.42	
Roll-off Box Relocation per incident			\$113.42	
Roll-Off Wash			\$113.97	
Roll-off Inactivity Charge per day			\$52.86	
Cleanup Bin Inactivity Charge per day			\$7.32	
Overweight Fee (tons over limit)			\$106.01	
Commercial Bin Maintenance Fee			\$182.50	
3 Yard Monthly Bin Rental (on-call customers)			\$54.61	
Bin Customer Special Pickups – bulky items and electronic waste (not to exceed 5 items)			\$46.05 per trip	
Maximum Extra Bin Pickup Fee with Lock Lid– per extra pickup based on bin size:	1 yard	2 yards	3 yards	4 yards
	\$82.89	\$91.50	\$100.70	\$109.93
Maximum Extra Bin Pickup Fee – per extra pickup based on bin size:	1 yard	2 yards	3 yards	4 yards
	\$64.50	\$73.70	\$82.91	\$92.14
Emergency Services – One truck, one-man crew			\$146.00 per hour	
Emergency Services – One truck, one-man crew (week-ends, holidays, overtime)			\$257.69 per hour	
Finance Charge – charged to accounts 30 days or more overdue			1.5% per month	
Return payment fee/credit card decline fee			\$34.39	
Maximum Re-Start Fee – charged to an account that was closed (Stop serviced) for non-payment			\$37.86	
Maximum Re-Start Fee – charged to deliver a bin(s) for an account that was closed for non-payment			\$126.21	
Additional Street Sweeping rate per Curb Mile			\$27.64	
Additional Sweeping Services during regular working hours (M-F, 8am-5pm)			\$75.72/hour	
Additional Sweeping Services after regular working hours			\$94.66/hour	

Amendment Exhibit 2A
LIST OF ACCEPTABLE ORGANIC WASTE MATERIALS

GREEN WASTE

- Flower and hedge trimmings
- Grass clippings
- Leaves and branches
- Lumber, scrap wood, and plywood (not painted or treated)
- Weeds

FOOD SCRAPS

- Bread, rice, and pasta
- Cheese and dairy
- Coffee grounds and filters
- Fruits and vegetables
- Flowers and herbs
- Meat, bones, and poultry
- Seafood and soft shells
- Pet food (nonmedicated)

FOOD-SOILED PAPER*

- Food-stained paper
- Paper egg cartons
- Paper napkins and kitchen paper towels
- Pizza boxes
- Plates
- To-go boxes (no coating)
- Wood and fiber-based utensils

*Must be 100% fiber-based. No materials with petroleum-based plastic, wax, or bioplastic coating, liner, or laminate.

UNACCEPTED ITEMS

- All plastics
- Cacti, succulents, and yucca
- Compostable plastics (bioplastics)
- Coffee cups and pods
- Fats, oils, and grease
- Food stickers (please remove from items)
- Gloves
- Hard shells (clams, mussels, oysters)
- Medication
- Palm fronds
- Paper napkins and paper towels with cleaning chemicals
- Parchment and wax paper
- Pet waste
- Rocks and soil
- Rubber bands and twist ties
- Tea bags
- Textiles
- Tissues and wet wipes

**Amendment Exhibit 2B
CONTAMINATION PROTOCOLS**

1. First and Second Events. Upon the first and second discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the contaminated waste if safe to do so, treat the waste as Solid Waste for handling and billing purposes, and affix a "Contamination Violation Notice" to any container with contaminated waste. Contractor shall also report issuance of any such notices to City. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste, and Contractor must notify the Customer by phone, by U.S. mail, by email, in person, or by tag of the following: (i) for the third and subsequent discovery of Prohibited Container Contaminants, the Customer may be charged a contamination fee for each contaminated container, and (ii) for the fifth and subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a contamination fee for each contaminated container, and Contractor may increase the size of the Customer's container or require an additional container(s). Contractor must also contact the Customer by phone, by U.S. mail, by email, in person, or by tag to ensure that the Customer has the appropriate level of service for proper collection of waste.

2. Third and Fourth Events. Upon the third and fourth discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the waste in the contaminated container(s) if safe to do so, treat the waste as Solid Waste for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. Contractor may also elect to charge the then-maximum contamination fee for the discovery of Prohibited Container Contaminants. For any assessed contamination fee, Contractor must provide digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants to the Customer and City.

3. Five or More Events. Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the waste in the contaminated container(s) if safe to do so, treat the waste as Solid Waste for handling and billing purposes, and charge a contamination fee for each event. For any assessed contamination fee, Contractor must provide to the customer and City digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants. Upon five (5) business days' notice to City and the Customer, Contractor may (i) increase the size of the Customer's container, require additional containers for excessive Prohibited Container Contaminants, or increase collection frequency; (ii) impose the then-maximum contamination fee; and/or (iii) provide notice that Contractor has recommended that City commence any applicable code enforcement action against the Customer. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending Customers.

4. Disputes. If a Customer disputes, in writing, an assessment of a contamination fee within 30 days of the assessment, Contractor will temporarily halt any such assessment and Contractor may request a ruling by the City Manager to resolve the dispute. A request by Contractor to the City Manager to render a decision on any such dispute must be filed within ten (10) business days of receipt of a Customer's written dispute, and Contractor must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the City Manager will rule on the dispute within ten (10) business days, and the City Manager's decision resolving the dispute between the Customer and Contractor will be final.