

**SECOND AMENDMENT TO AGREEMENT FOR SOLID WASTE HANDLING SERVICES BETWEEN CITY OF YORBA LINDA AND REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**

This Second Amendment (the "Second Amendment") to the Agreement for Solid Waste Handling Services between the City of Yorba Linda (hereinafter "City") and Republic Waste Services of Southern California (hereinafter "Contractor") is made and entered so as to be effective as of January 1, 2020.

**1. RECITALS**

A. City and Contractor have entered that certain Agreement for Solid Waste Handling Services effective as of April 7, 2015 (the "Agreement").

B. Contractor is an affiliate of Republic Services, Inc., a Delaware corporation ("Guarantor"), and Guarantor has entered into a written Guarantee Agreement (the "Guarantee") with City related to Contractor's performance pursuant to the terms of the Agreement.

C. City and Contractor amended the Agreement through a First Amendment effective as of July 1, 2018 (the "First Amendment") to implement an AB 1826 commercial organics recycling program.

D. Prior to the Effective Date of the Agreement, in 2014, the State of California enacted Assembly Bill (AB) 1594 (Williams, Chapter 719, Statutes of 2014), mandating that as of January 1, 2020, the use of green material as alternative daily cover (ADC) at landfills will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50 percent per capita disposal rate.

E. The Agreement requires that the parties meet and confer in good faith to arrive at an adjustment to the maximum rates Contractor may charge in order to compensate it for any new program agreed upon to comply with AB 1594.

F. The parties now desire to enter this Second Amendment for the purpose of setting forth their agreements and understandings with respect to the increase to maximum rates arrived upon to offset the impacts of AB 1594, while leaving all other aspects of the Agreement unchanged.

G. Guarantor has reviewed this Amendment and remains willing to apply Guarantee to Contractor's performance under this Agreement as amendment by the First Agreement and this Second Amendment, and accordingly has executed the Acknowledgment and Consent set forth below reflecting the application of the Guarantee it has provided to Contractor's performance hereof.

**2. COVENANTS**

**SECTION 1. Green Waste Diversion Program:** Contractor shall deliver green waste Collected pursuant to the Agreement to the Agromin composting facility, located in the City of Chino, subsequent to pre-processing of such material at Republic's CVT Regional Materials Recovery Facility located in the City of Anaheim. City retains the right set forth in Section 26.1

of the Agreement, Flow Control Option, to choose a different location for the delivery of green waste, including the location for processing thereof. The Parties acknowledge that in the event City exercises such option the adjustment to the maximum rates Contractor may charge Customer's as set forth herein will be reduced or increased to take into account the actual costs incurred by Contractor in connection with any such new program for addressing the impacts of AB 1594, in accordance with Section 8.4 of the Agreement.

**SECTION 2. Adjustment to Maximum Rates Based Upon Impact of AB 1594:**

Effective January 1, 2020, the service component of the maximum rates for Single Family Dwellings set forth in Exhibit A (as it exists upon that date, taking into account adjustments pursuant to Section 24.3 of the Agreement) associated with both "Standard Rate – Three Carts" and "Additional Green Waste Carts (each)" shall be adjusted by \$2.88. The amount is based on the calculations as shown in Attachment 1 with the new green waste transportation and processing cost per ton fee of \$82.41 per ton less the current cost per ton of \$37.30 to transfer, process, and dispose of the green waste as ADC. The total cost of \$82.41 per ton includes \$50.50 per ton for composting at the Agromin Facility in the City of Chino.

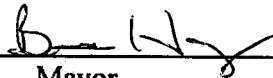
**SECTION 3. Warranty by Contractor Regarding Rate Increase:** Contractor warrants that the total cost it has represented to City of \$82.41 per ton for delivery of green waste to the Agromin Compost Facility, is equal to or lower than the amount paid for the same residential organics transportation and processing services by any other cities served by Contractor's Anaheim Division. Contractor shall notify City in connection with the annual adjustment occurring per Section 2 above each year if a lower cost option becomes available, or if a lower cost is provided to another jurisdiction served by Contractor's Anaheim Division, and should a lower cost (as adjusted by the CPI formula set forth in Section 24.3 of the Agreement) be provided to any other such City, the increase to maximum rates set forth herein shall be reduced to reflect such lower cost. .

**SECTION 4. Capacity Guarantee:** Company guarantees the availability of green waste processing capacity for green waste Collected in accordance with the Agreement for the Term of the Agreement, so long as the Agromin Compost Facility in the City of Chino is in operation, and is being used for delivery of green waste hereunder by virtue of continuing to be the lowest overall cost alternative available.

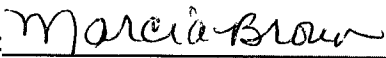
**SECTION 5. Unaffected Provisions Remain in Full Force:** All provisions of the Agreement, as Amended by the First Amendment, excepting for those expressly amended by this Second Amendment, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to be effective as of the date and year written above.

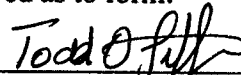
CITY OF YORBA LINDA

By:   
Mayor

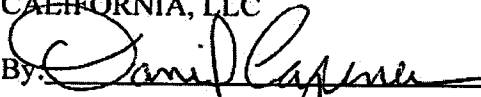
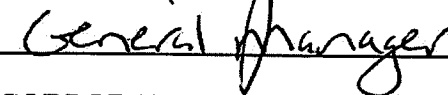
Attest:

By:   
City Clerk

Approved as to form:

By:   
City Attorney

REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC

By:   
Its: 

**ACKNOWLEDGEMENT AND CONSENT BY CORPORATE GUARANTOR**

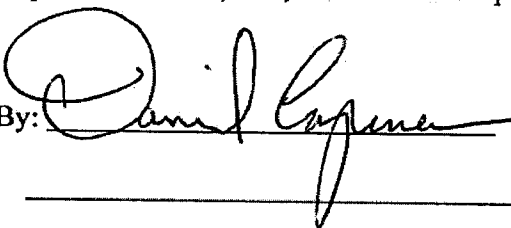
A. Republic Waste Services of Southern California, LLC hereinafter ("Contractor") is an affiliate of Republic Services, Inc., a Delaware corporation ("Guarantor").

B. Guarantor has entered a Corporate Guarantee (the "Guarantee") related to Contractor's obligations pursuant to the Agreement, and the First Amendment, as defined above.

C. Guarantor hereby acknowledges and consents to the provisions of the forgoing Second Amendment, and agrees that its obligations as set forth in the Guarantee provided as Exhibit C to the Agreement, shall apply equally to the Agreement as amended by the First Amendment and Second Amendment set forth above as if fully restated.

GUARANTOR:

Republic Services, Inc., a Delaware Corporation

By: 

**CITY OF YORBA LUNDA**  
**Detailed Calculations for AB 1594 Diversion Compliant Processing - Container Count**

Attachment 1

Row	Item	Rate Budget for AB 1594 Compliant	Comments
1	Total Transport Cost/Ton	\$ 14.19	From Republic provided Eggleton Quote dated August 29, 2019 for \$14.30 cost per ton to transport allocated to tonnage at 99.2% for \$14.19 per ton.
2	Compost Cost/Ton to Agromin	\$ 50.50	Tip fee at Agromin.
3	Percentage of each ton to Agromin	99.2%	Upon removal of contamination at the CVT Facility.
4	Total Composting Cost/Ton	\$ 50.10	Calculation: R2 X R3
5	CVT Pre-processing Cost/Ton (Cleaning/Loading)	\$ 14.84	Verified during HF&H site visit to CVT September 6, 2019.
6	Cost/Ton for Municipal Solid Waste at OC Landfill	\$ 42.58	July 1, 2019 rate per ton to take contamination to OC Landfill at \$35.05 per ton plus \$7.53 per ton for transportation.
7	Percentage of each ton to Landfill	0.8%	Contamination that was removed at the CVT Facility during pre-processing.
8	Total Residue Cost/Ton	\$ 0.34	Calculation: R6 X R7
9	Subtotal of Cost per Ton Net Compost Cost	\$ 29.37	Calculation: Sum R1, R5, R8
10	Margin	10%	Margin per Republic's September 4, 2019 submittal.
11	Total Margin Cost per Ton	\$ 2.94	Calculation: R9 X R10
12	Total Cost per Ton to Compost <sup>(1)</sup>	\$ 82.41	Calculation: Sum R1, R4, R5, R8, R11
13	Approximate Annual Green Waste Tons	13,778	3 year average of green waste tons 2017 - 2019.
14	Percentage to be sent for Composting	100%	Percentage of green waste tons that will be sent for composting.
15	Tons to be Composted	\$ 13,778	Per Republic's August 27, 2019 email.
16	Total Annual Cost for Green Waste Composting	\$ 1,135,445	Calculation: R12 X R15
17	Current Cost Per Ton for Green Waste as ADC <sup>(1)</sup>	\$ 37.30	Based on City of Anaheim's cost per ton.
18	Tons to be Composted	13,778	From R15
19	Current Cost for Green Waste as ADC	\$ 513,919	Calculation: R17 X R18
20	Annual Incremental Cost to Compost	\$ 621,526	Calculation: R16 - R19
21	Total Residential Green Waste Containers	18,853	Based on Republic's 11/5/2019 proposal.
22	Total Annual Cost per Green Waste Container	\$ 32.97	Calculation: R20 + R21
23	Months per Year	12	
24	Monthly Cost per Green Waste Container	\$ 2.75	Calculation: R22 + R23
25	Franchise Fee Percentage	5.0%	Per Section 11.4 of the Franchise Agreement.
26	Monthly Cost per Container With Franchise Fee	\$ 2.88	Calculation: R24 X (1+R25)
<b>Basic Service</b>			
27	Monthly Cost for AB 1594 Program	\$ 2.88	From R26
28	Existing Service Fee Rate Component for Basic Service	\$ 18.40	Per Republic's July 1, 2019 Rate Adjustment Calculations
29	New Service Fee Component for Basic Service	\$ 21.28	Calculation: R27 + R28
30	Existing Landfill Pass-through Rate Component for Basic Service	\$ 3.14	Per Republic's July 1, 2019 Rate Adjustment Calculations
31	New Basic Residential Rate	\$ 24.42	Calculation: R29 + R30
<b>Additional Green Waste Container Rate</b>			
32	Monthly Cost for AB 1594 Program	\$ 2.88	From R26
33	Existing Service Fee Rate Component for Additional Green Waste Container	\$ 1.84	Per Republic's July 1, 2019 Rate Adjustment Calculations
34	New Service Fee Component for Additional Green Waste Container	\$ 4.72	Calculation: R32 + R33
35	Existing Landfill Pass-through Rate Component for Additional Green Waste Container	\$ 3.14	Per Republic's July 1, 2019 Rate Adjustment Calculations
36	New Additional Green Waste Container Rate	\$ 7.86	Calculation: R34 + R35

<sup>(1)</sup> Excludes host city facility fee per ton, which would not impact the net incremental cost as it would be part of both current and proposed costs.

**CERTIFICATE OF SECRETARY**


**RELATING TO THE SECOND AMENDMENT TO  
AGREEMENT FOR SOLID WASTE HANDLING SERVICES  
FOR THE CITY OF YORBA LINDA  
IN THE STATE OF CALIFORNIA**

The undersigned, Secretary of **REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **REPUBLIC SERVICES, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **DANIEL J. CAPENER** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 21<sup>st</sup> day of April, 2020.

  
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Eileen B. Schuler, Secretary