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**COMPTON CITY COUNCIL
AGENDA
11/22/2022
5:30 PM**

HEARING

5:45 P.M. - PUBLIC HEARING - TO INCREASE FEES FOR SOLID WASTE SERVICES (Item #7)

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PLAQUE PRESENTATION - LANDSCAPE AND BEAUTIFICATION
COMMENDATION - Cynthia Castillo and Alicia Yangez of Auto Zone
(Councilperson Duhart)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

APPROVAL OF MINUTES

2. OCTOBER 4, 2022
OCTOBER 11, 2022

REGULAR AGENDA

CITY MANAGER'S REPORT

3. POWER POINT PRESENTATION - BUSINESS PROGRESS REPORT UPDATE - Plenty
4. POWER POINT PRESENTATION - DOT BOT INSTALLATIONS - Alvin Bautista, Public Works Department
5. POWER POINT PRESENTATION - CODE ENFORCEMENT UPDATE - Anthony Ward, Community Improvement Department

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ADOPT A SECOND AMENDMENT TO THE CITY'S EXISTING AGREEMENT FOR INTERGRATED SOLID WASTE MANAGEMENT SERVICES TO ADOPT SB 1383 IMPLEMENTATION
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE SOLID WASTE AND RECYCLING SERVICE RATE INCREASE AND MAKING A FINDING THAT THE FOREGOING ACTIONS ARE EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 12/6/2022 @ 5:30 PM

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OCTOBER 4, 2022

The Compton City Council Closed Session meeting was called to order at 4:36 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was led by Mayor Sharif.

ROLL CALL

Council Members Present – D. Duhart, A. Spicer, Mayor E. Sharif

Council Members Absent – J. Bowers *(Entered the meeting at 4:37 p.m.)*

L. Darden *(Joined the meeting during closed session)*

Other Officials Present: E. Perrodin, A. Godwin, B. Mims, T. Thomas

CLOSED SESSION AGENDA ITEMS

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION Durant v. City of Compton, LASC Case No. 22STCV09360 Pursuant to Government Code Section 54956.9(a) CONFERENCE WITH LABOR NEGOTIATOR Agency negotiators: Melanie L. Chaney, Thomas Thomas, Eric Perrodin Employee organization: Compton Firefighters, Local 2216 Pursuant to Government Code Section 54957.6.

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEM ONLY

There were no audience comments regarding the closed session items.

City Attorney Eric Perrodin requested a closed session for a conference with legal counsel regarding pending litigation concerning Durant v. City of Compton, LASC Case No. 22STCV09360 pursuant to Government Code Section 54956.9(a) CONFERENCE WITH LABOR NEGOTIATOR Agency negotiators: Melanie L. Chaney, Thomas Thomas, Eric Perrodin Employee organization: Compton Firefighters, Local 2216 pursuant to Government Code Section 54957.6.

On motion by Duhart, seconded by Spicer, the closed session was approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Sharif

NOES: Council Members – None

ABSENT: Council Members – Darden

RECESS TO CLOSED SESSION

On motion by Duhart, seconded by Spicer, the City Council recessed closed session 4:38 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Sharif

NOES: Council Members – None

ABSENT: Council Members – Darden

RECONVENE TO OPEN SESSION

On motion by Darden, seconded by Duhart, the City Council meeting reconvened at 5:46 p.m. by the following roll call vote:

ROLL CALL

Council Members Present: Duhart, Spicer, Bowers, Darden, Sharif

Council Members Absent: None

REPORT OUT OF CLOSED SESSION

City Attorney Eric Perrodin indicated that there was no reportable action taken by the City Council during the closed session meeting.

5:45 P.M. - PUBLIC HEARING - TO ADOPT THE CITY'S 2020 URBAN WATER MANAGEMENT PLAN (REQUEST TO CONTINUE TO OCTOBER 11, 2022 AT 5:45 P.M.) (*Hearing rescheduled for November 1, 2022 at 6:00 p.m.*)

6:00 P.M. - PUBLIC HEARING - TO ADOPT THE CITY'S 2020 WATER SHORTAGE CONTINGENCY PLAN (REQUEST TO CONTINUE TO OCTOBER 11, 2022 AT 6:00 P.M.) (*Hearing rescheduled for November 1, 2022 at 6:15 p.m.*)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Anthony Lewis, CIT, commented that he asked the City Council a question, however, he has received no answers for over 30 days. Mr. Lewis further stated that the Fire Department buildings and other buildings owned by the City must be upgraded. He also stated that he received a letter relative to 700 N. Bullis stating that the site was unavailable because it needs repairs, however, other organization are currently working at the location. Mr. Lewis requested that the City Council allow CIT a location to operate a training center.

Maria Villareal, CEO Latino Chamber of Commerce, thanked Mayor Sharif for her partnership with the Chamber to make the *Taste of Compton* event a success. Ms. Villareal also thanked all the wonderful sponsors and the Compton employees for providing their assistance at the event, and further commented that it was wonderful for the Latino Chamber and the City to collaborate to bring in vendors and other services for the celebration.

Albert Dela Mora thanked the City Council for addressing the issue of the abandoned vehicles in his neighborhood.

Jacqueline Venters questioned why there has not been a Director hired for Compton's Parks and Recreation Division, emphasizing that the youth of the community are not being served and provided with park facilities as the restrooms are not open. She further commented that the community thoroughly enjoyed the *Taste of Compton* event and further encouraged the City Council to work collaboratively together with the Latino Chamber and other organizations to bring unity and improve the City. Ms. Venters concluded by thanking Celestine Bishop for hiring the youth of the community during the Summer months.

Miller Martin referenced corruption and theft committed by City officials and urged the City to unite and work together. Mr. Martin urged the Council to develop a strategy to get more ground unit law enforcements officers to combat crime in the City. He also urged the Council to consolidate the various Chambers of commerce.

Nakesha Williams commented that she performed at the *Taste of Compton* event as a line dancer and thanked everyone for hosting this wonderful event for the community. Ms. Williams further expressed her wishes for more events such as this, which is positively changing the lives of the people of the City.

Joyce Kelly commented that the Mayor cannot throw people out of a City Council meeting, and further commented that she does not want to be interrupted and disrespected when she is speaking at the meeting. Ms. Kelly also stated that the Sheriff's Deputies should be out on the street protecting and serving the people, rather than guarding Senior citizens attending the City Council meeting. Ms. Kelly urged the City to allow the Seniors to utilize the Dollarhide Senior Community Center, as it belongs to the Seniors of Compton.

C. Franklin stated that he worked law enforcement at the *Taste of Compton* event and further commented that the City must unite and work together as a collective body to improve the City. Mr. Franklin further encouraged the citizens to work with the City Council to improve the lives of the residents rather than insulting one another during the meetings.

Lynn Boone stated that other surrounding cities are improving, however, Compton is at a standstill. Ms. Boone stated that there are two measures on the November Ballot which will change the City Council meetings from 4 to 2 and added that the other measure would change the election from odd to even years. She spoke in opposition to both measures and indicated that a change in the election date would give Councilmembers one additional year. Ms. Boone alleged that

Councilman Galvan is still the Councilperson in District 2 and concluded by questioning the whereabouts of the cannabis which was confiscated from the illegal marijuana shops in the City.

CONSENT AGENDA

APPROVAL OF MINUTES

1. JULY 26, 2022
SEPTEMBER 6, 2022

On motion by Spicer, seconded by Darden, the consent agenda was approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif

NOES: Council Members – None

ABSENT: Council Members – None

REGULAR AGENDA

CITY MANAGER'S REPORT

2. A REQUEST TO SCHEDULE A PUBLIC HEARING - PROGRAM ENVIRONMENTAL IMPACT REPORT NO. 953, GENERAL PLAN AMENDMENT CASE NO. 2022-001 CHANGE OF ZONE/SPECIFIC PLAN CASE NO. 2022-001 (October 18, 2022, at 5:45 p.m.)

On motion by Spicer, seconded by Darden, the public hearing was scheduled for **October 18, 2022, at 5:45 p.m.** by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif

NOES: Council Members – None

ABSENT: Council Members – None

3. A REQUEST TO SCHEDULE A PUBLIC HEARING TO CONSIDER AND ADOPT AN ORDINANCE TO ENTER INTO A DEVELOPMENT AGREEMENT PURSUANT TO GOVERNMENT CODE SECTION 65864 ET SEQ. IN CONNECTION WITH A PROPOSED HOUSING PROJECT TO BE LOCATED AT 930 WEST COMPTON BOULEVARD, COMPTON, CA. (November 1, 2022, at 5:45 p.m.)

On motion by Darden, seconded by Spicer, the public hearing was scheduled for **November 1, 2022, at 5:45 p.m.** by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif

NOES: Council Members – None

ABSENT: Council Members – None

4. A REQUEST TO SCHEDULE A PUBLIC HEARING TO INCREASE FEES FOR SOLID WASTE SERVICES IN THE CITY OF COMPTON (November 22, 2022 at 5:45 p.m.)

On motion by Spicer, seconded by Duhart, the public hearing was scheduled for **November 22, 2022, at 5:45 p.m.** by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif

NOES: Council Members – None

ABSENT: Council Members – None

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2022-2023 BUDGET AND AUTHORIZE THE ACCEPTANCE AND APPROPRIATION OF THE OFFICE OF JUSTICE PROGRAMS GRANT AWARD FOR THE 2020 JUSTICE ASSISTANCE GRANT (JAG) FUNDS IN THE AMOUNT OF \$74,408

It was moved by Duhart, seconded by Darden, that the resolution be adopted.

Councilman Bowers commented that the item references Craig Cornwell, Damon Brown, Michelle Chambers and Isaac Galvan with a date of 10/6/21, and stated that the names should be updated. Councilman Bowers then asked why are there two consultants for this project.

Dr. Aubrey Relf stated that under the previous City Manager's administration the Grants Division prepared and submitted an application for a JAG 2020 Grant and was awarded \$74,408 from the Department of Justice to continue to enhance its efforts to increase public safety.

Resolution Number 25,731 entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2022-2023 BUDGET AND AUTHORIZE THE ACCEPTANCE AND APPROPRIATION OF THE OFFICE OF JUSTICE PROGRAMS GRANT AWARD FOR THE 2020 JUSTICE ASSISTANCE GRANT (JAG) FUNDS IN THE AMOUNT OF \$74,408' was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HOLLYWOOD ELITE SECURITY TO PROVIDE PROFESSIONAL SECURITY SERVICES IN THE CITY OF COMPTON (\$66,968)

It was moved by Spicer, seconded by Duhart, that the resolution be adopted.

Councilman Bowers questioned the status of the City's security cameras.

City Manager Thomas indicated that Staff is going through the process of assessing the security camera system.

Councilmember Spicer commented that additional security measures must be developed for the Public Works yard facilities.

Dr. Relf explained that this item is being presented to accept and appropriate Justice Assistance Grant (JAG) funding and added that it is City Administration which determines where the funding may be prioritized for the deployment of security cameras/measures.

City Manager Thomas commented that the City must provide security for the parks for the safety of the children of the community.

Mayor Sharif questioned whether the City Manager has discussed the current security plans with the various employee Unions.

City Manager Thomas indicated that there was a meet and confer session held in 2021 and added that no changes were made to this plan. City Manager Thomas further commented that the security measures for the Public Works yard facility will be re-assessed.

Councilmember Duhart commented that the City must move forward with the reopening of the City's parks.

Councilmember Darden questioned whether Hollywood Elite is willing to honor the original quote for these services.

Dr. Relf, noted that they will honor their proposal.

Mr. Burt Becker, Hollywood Elite, responded that his company will honor the rates they submitted last year. Mr. Becker further commented that he resides in the City of Compton and added that Hollywood Elite is Compton based. He also stated that Hollywood Elite will conduct a security assessment and put together a plan in conjunction with the Sheriff's Department and Code enforcement.

Resolution Number 25,732 entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HOLLYWOOD ELITE SECURITY TO PROVIDE PROFESSIONAL SECURITY SERVICES IN THE CITY OF COMPTON' was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN ITS CAPACITY AS THE HOUSING SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC.; TO AUTHORIZE A FISCAL YEAR 2022-2023 BUDGET AMENDMENT; AND TO ISSUE PURCHASE ORDERS IN THE AMOUNT OF FOURTEEN THOUSAND, FOUR HUNDRED DOLLARS (\$14,400) TO PAY OUTSTANDING INVOICES AND SIXTY-FIVE THOUSAND, SIX HUNDRED DOLLARS (\$65,600) TO CONTINUE TO PROVIDE FEASIBILITY ANALYSIS AND FINANCIAL ASSESSMENT SERVICES FOR LOCAL HOUSING DEVELOPMENT PROJECTS

On motion by Duhart, seconded by Darden, **Resolution Number 25,733** entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN ITS CAPACITY AS THE HOUSING SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC.; TO AUTHORIZE A FISCAL YEAR 2022-2023 BUDGET AMENDMENT; AND TO ISSUE PURCHASE ORDERS IN THE AMOUNT OF FOURTEEN THOUSAND, FOUR HUNDRED DOLLARS (\$14,400) TO PAY OUTSTANDING INVOICES AND SIXTY-FIVE THOUSAND, SIX HUNDRED DOLLARS (\$65,600) TO CONTINUE TO PROVIDE FEASIBILITY ANALYSIS AND FINANCIAL ASSESSMENT SERVICES FOR LOCAL HOUSING DEVELOPMENT PROJECTS' was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Sharif
NOES: Council Members – None
ABSTAIN: Council Members – Bowers
ABSENT: Council Members – None

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Commented on the wonderful *Taste of Compton* event and thanked Maria Villareal of the Latino Chamber of Commerce as well as all of the sponsors, vendors, entertainers, City Staff and Compton Sheriff's for their assistance and added that she is looking forward to next year's event.
- Announced that Compton School Board Member Satra Zurita will be hosting a *Breast Cancer Awareness Walk for a Cure* event on Saturday, October 8, 2022, beginning at 8:00 a.m. at Centennial High School—register at: comptonwalk4acure.com.

- Invited the community to attend a round table discussion regarding Alzheimer's disease hosted by the Compton Advocates on October 8, 2022, from 10:00 a.m. to 12:00 p.m. at the Compton Youth Build located at 1108 N. Oleander Avenue, Compton.
- Requested an update on the 2022 Compton Christmas Parade, the status update regarding the City's parks and pools as well as an update relative to the replacement/installation of street signs in the City.

Councilmember Spicer offered the following communications/announcements:

- Commented on his attendance at the Congressional Black Caucus held in Washington D.C. and highlighted that he obtained a number of valuable information and resources that he is excited to bring to the City of Compton.
- Invited the residents to attend his Unity Fest which will be held on October 22 and 23, 2022 from 12:00 noon to 5:00 p.m. at the Dollarhide Community Center---featuring a celebration of art, culture, history, classes and live entertainment.
- Wished **First Lady Michelle** and **President Barrack Obama** a very Happy 30th Wedding Anniversary!
- Wished his **Daughter** a very Happy 10th Birthday!

Councilmember Bowers offered the following communications/announcements:

- Thanked Alicia Thompson and everyone involved with the free webinar entitled "*Federal Student Loan--How to Erase this Debt*" workshop recently held in the City which provided valuable information to the community--further information may be obtained by calling 877-242-3376 or contact Liaison Alicia Thompson at 310-605-5612.
- Announced that his Office will be hosting a Community Coat Giveaway in conjunction with the Walker Family and Amazon on October 6, 2022, from 11:00 a.m. to 2:00 p.m. at Burrell MacDonald Park.
- Acknowledged that October is National Breast Cancer Awareness Month and extended condolences to anyone who may have lost a loved one due to this disease and further highlighted the Breast Cancer Awareness-Walk for a Cure event sponsored by School Board Member Satra Zurita and St John's Community Health Center at Centennial High School on Saturday, October 8, 2022—visit: comptonwalk4acure.com for additional information.

Councilmember Darden offered the following communications/announcements:

- Announced that on September 25, 2022, Governor Gavin Newsome signed AB1740 and Senate Bill 1087 that make it harder to steal and sell catalytic converters —by requiring that auto recyclers and used parts dealers to document and maintain a written record of specified information relative to the transaction including the item type, quantity, amount paid for the item, along with the VIN Number of the vehicles from which they obtained the converters—these records must be maintained for at least two years.
- Commented on the wonderful *Coffee with a Cop* event held in the City and thanked Captain Walker for coordinating this wonderful outreach event.
- Commented on her attendance at the Congressional Black Caucus where she interfaced with civic leaders from all over the Country while networking and exchanging ideas that she will forward to the City Manager.
- Invited the residents to contact her office if they have questions or concerns that need to be addressed.

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif expressed her gratitude to Maria Villareal and the Latino Chamber of Commerce and everyone that assisted, performed or provided services for the wonderful *Taste of Compton* event which was thoroughly enjoyed by all in attendance.
- Mayor Sharif commended the City Council and City Officials who attended the Congressional Black Caucus, which demonstrated the wonderful unity of the City Council and the community which is essential to moving the City forward.

ADJOURNMENT

On motion by Duhart, seconded by Darden, the meeting was adjourned at 6:55 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

OCTOBER 11, 2022

The Compton City Council meeting was called to order at 5:41 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was also led by Mayor Sharif.

ROLL CALL

Council Members Present – D. Duhart, A. Spicer, J. Bowers, L. Darden, Mayor E. Sharif
Council Members Absent – None

Other Officials Present: E. Perrodin, A. Godwin, B. Mims, T. Thomas

INTRODUCTION OF SPECIAL GUESTS

1. LEGISLATIVE UPDATE - Senator Steve Bradford (*Item Re-scheduled for a later date*)

COMMENDATORY RESOLUTIONS/PRESENTATIONS

2. COMMENDATORY PRESENTATION - CHARLES "CHARLIE" COLEMAN - COMPTON FIRE DEPARTMENT VOLUNTEER (Councilwoman Lillie Darden)

The Mayor and City Council recognized and commended Explorer Chief Charlie Coleman for having the most volunteer hours in America. Chief Coleman has been volunteering his services to the Compton Fire Department since 1972 and has mentored, trained advised and motivated a countless number of fire fighters. Charlie was presented with a special helmet identifying him as Explorer Chief 409 from the Compton Fire Department and also presented with a the honorable “Explorer of the Year’ award.

Mr. Carlton McMillan presented Explorer Chief Coleman with a special commendation and a check for \$2,000.

Explorer Chief Charlie Coleman thanked the Compton Fire Department and the entire City of Compton for the award and the distinguished honors.

WAIVER OF AGENDA ORDER

On motion by Darden, seconded by Spicer, the agenda order was waived by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO DEDICATE A CLASSROOM AT COMPTON FIRE STATION THREE IN HONOR OF CHARLES E. COLEMAN

On motion by Darden, seconded by Spicer, **Resolution Number 25,734** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO DEDICATE A CLASSROOM AT COMPTON FIRE STATION THREE IN HONOR OF CHARLES E. COLEMAN**’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Ernie Gutierrez, Charter Review Committee Member, raised concerns that there is not enough information relative to the ballot measures for the November 8, 2022 General Election available to the residents. Mr. Gutierrez requested that more information be provided which will allow for

the residents to make an informed decision and vote accordingly. Mr. Gutierrez further indicated that reducing the City Council meetings from 4 to 2 would only benefit the Council and added that reducing the meeting dates was not one of the recommendations made by the Charter Review Committee.

Bishop L. J. Guillory thanked the City Council for recognizing Explorer Chief Coleman and further commended the City Council for their leadership and for properly representing the City with integrity. Mr. Guillory then indicated that when Dr. Martin Luther King Jr. visited the City of Compton, he met with Los Angeles County Supervisor Kenneth Hahn and a memorial commemorating that historic moment will be unveiled at the Compton Woodley Airport on October 22, 2022, at 12 noon. Mr. Guillory then indicated that on that date, there will be an open discussion regarding race relations in the City of Compton.

Brother Zaafer, Muslim Society, expressed his respect for the Compton Fire Fighters and recognized and honored the term "*In God We Trust*" highlighted in the City's seal above the Dias. Brother Zaafer reminded the community of the ten commandments and acknowledged God's presence in the meeting. He also thanked the City Council and the Fire Department for their service to the community.

Eli Johnson commented that his organization is having an event at the end of the Compton Christmas Parade to host a toy drive. Mr. Johnson requested that 3 banners be allowed to hang above the City's thoroughfares to advertise the toy drive which will be held directly after the Compton Christmas parade.

Harold and Marcia Durbin, CIT, urged the City Council to allow their organization to host an Extreme Sand Box event whereby residents may operate a piece of heavy equipment with the assistance of CIT instructors. Mr. Durbin noted that his company has a 93% success rate for job placement.

Dr. Kridikel R. Truth Bey commented that there are empty lots around the City that could be used as housing for the unhoused population and urged City Officials to contact private landowners with vacant lots which can also be used for housing. Dr. Truth Bey alleged that HOPICS and LAHSA have misused the funds designated for the unhoused and further indicated that the City of Compton must provide homeless shelters.

Marjorie Shipp praised Manual Earls in the Parks and Recreation Division for maintaining the park area on Wilmington and Greenleaf. Ms. Shipp then commented that drivers were performing donuts in the park which makes it difficult for the Seniors to walk at the site, so she contacted Parks and Recreation, and Manual cleaned the area. Ms. Shipp also commended the *Taste of Compton* event and expressed her wishes that this would be a yearly affair but at a different venue with easier parking. Ms. Shipp concluded by requesting that the City remove the growing pile of trash and debris near Willowbrook and Tamarind as soon as possible.

Daniel Salazar, Fire Department Local 2216, thanked the City Council and Councilmember Darden for recognizing Explorer Chief Charlie Coleman and also for giving the Fire Department the opportunity to share this moment with the Council, residents and business owners. Mr. Salazar also recognized Fire Fighter Mark Holloman, who is retiring after 30 years of employment and also Michael Mentee is resigning to seek employment elsewhere.

Joseph, Enayati, Studio 60, stated that there is a high volume of trash in front of his business that must be removed, and further requested at the City Council allow him to reopen his business as he needs funds to pay his property taxes.

Miller Martin commended Explorer Chief Charlie Coleman for his service and also offered his services to improve the parks in the City. He then stated that the City needs more ground units to patrol and deter crime in Compton. Mr. Martin suggested that the City consider providing English classes to assist the Spanish speaking community.

Anthony Lewis commended the City Council for recognizing Mr. Coleman and further discussed his presentation regarding the City's Master Plan. He then indicated CIT Trucking Company should be on Alondra Boulevard, as Bullis Road may not be the best location. Mr. Lewis offered his services as a media advertiser.

Eli Curtis, Retired Compton Fire Fighter, provided the history of the Connie Mack Baseball program held in the City at Cressy Park which is now Gonzales Park. Mr. Curtis indicated that he would like to construct a memorial wall at Gonzales park highlighting the many outstanding baseball legends that participated in the program in the City of Compton. Mr. Curtis further stated that the residents of Compton must create a positive narrative for the City which includes the outstanding achievements of the highly successful individuals who will be known as the Cressy Park Legends.

Marie Brown, Rancho Dominguez Association, commented that her neighborhood has installed barriers at the various street corners which has been very instrumental in reducing illegal street takeovers. Ms. Brown further urged residents to remain in the City and upgrade and improve their property, adding that Compton is very rich in culture, soil and incredibly intelligent and resourceful people.

Lynn Boone thanked Councilperson Darden for recognizing Explorer Chief Charlie Coleman and further noted that Compton was known as the ‘second chance City’ as some young people in the community who have made mistakes in the past have been allowed to join the Compton Fire Department or the Compton Police Department and set their lives on the right path. Ms. Boone then accused the City Council of disrespecting the citizens and further stated that all City Council discussions relative to City business must take place on the City Council Dias and further spoke in opposition to the proposed City Charter changes that will be on the November ballot.

CONSENT AGENDA

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR KELSEY WILHELM, M.D. FOR SERVICES AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR THE CITY OF COMPTON FIRE DEPARTMENT (\$39,850.00) (*Approved Resolution Number 25,735*)

HUMAN RESOURCES

4. A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING SPECIFICATIONS FOR THE POSITION OF FINANCIAL ANALYST AND COMMUNITY DEVELOPMENT DIRECTOR AND ESTABLISHING THE SALARY FOR COMMUNITY DEVELOPMENT DIRECTOR (*Considered separately*)
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT (*Approved Resolution Number 25,736*)

It was moved by Spicer seconded by Duhart, that the consent agenda be approved.

Councilmember Darden requested that agenda item Number 4 be considered separately from the consent agenda.

Consent agenda item Number 1, 2 and 3 were approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

4. A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING SPECIFICATIONS FOR THE POSITION OF FINANCIAL ANALYST AND COMMUNITY DEVELOPMENT DIRECTOR AND ESTABLISHING THE SALARY FOR COMMUNITY DEVELOPMENT DIRECTOR

It was moved by Duhart, seconded by Spicer, that the resolution be adopted.

Councilmember Darden commented that under the heading of primary duties and responsibilities of the Community Development Director, the words 'local housing authority' were omitted. Councilperson Darden further commented that another correction should be made to the item.

After further discussion, City Manager Thomas indicated that Staff will conduct an additional review of the language of the items and make the necessary modifications and return the item to the City Council for consideration.

Councilmembers Duhart and Spicer withdrew their motion and second, respectively.

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

6. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

City Clerk Alita Godwin informed the Body that the Compton Taxpayers' Commission consists of a full board and further commented that the Council must remove someone if they wish to make an appointment.

7. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

COMPTON TAXPAYERS (MEASURE P)

There was further discussion regarding the City's Boards, Committees and Commissions.

Councilman Bowers requested that the City Council be provided with a list of the boards, committees and commissions to make the various appointments.

CITY MANAGER'S REPORT

8. CHRISTMAS PARADE UPDATE - Kimberly McKenzie

Ms. Kimberly McKenzie presented an update relative to the annual Compton Christmas parade. There was discussion among the City Council and Staff regarding the logistics of the parade.

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BIGGS CARDOSA ASSOCIATES, INC. STRUCTURAL ENGINEERS TO PROVIDE PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE ARTESIA BRIDGE (\$271,878)

It was moved by Darden, seconded by Spicer, that the resolution be adopted.

Councilman Bowers questioned whether this item has been previously presented to the City Council.

Alvin Bautista, Public Works, explained that this item will allow for Structural Engineers to provide professional design engineering services for the Artesia Bridge.

City Attorney Perrodin cautioned the City that there is a possibility that the other side of the bridge may be damaged due to fire and suggested that the Council consider filling in the area with dirt to prevent any future fires at the location.

Councilman Spicer questioned whether bids were submitted for this item.

Mr. Bautista indicated that no bids were requested as Biggs Cardosa Associates, Inc. performed the preliminary analysis and provided the City with the various viable options.

Resolution Number 25,737 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BIGGS CARDOSA ASSOCIATES, INC. STRUCTURAL ENGINEERS TO PROVIDE PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE ARTESIA BRIDGE**’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None
ABSTAIN: Council Members – Bowers

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Commented that a constituent made erroneous statements and allegations that certain Councilmembers previously discussed City Council agenda items outside of the Council meetings and decided how they plan to vote --- Councilmember Duhart asserted that she thoroughly reads through the agenda package and makes her own determinations and decisions and furthermore indicated that she would never violate the Brown Act.
- Provided an update on the Covid-19 omicron variant and encouraged the residents to get vaccinated and boosted to maximize protection for themselves and their families.
- Invited the residents to attend the District 1 Town Hall Meeting scheduled for October 14, 2022, from 6:00 p.m. to 8:00 p.m. at the Neighborhood Housing Services, located at 1051 W. Rosecrans Avenue, Compton.
- Requested an update on the City’s parks and swimming pools, the traffic study relative to a STOP sign at Parmalee and Piru Streets and also an update relative to the Code Enforcement Division’s operations on the weekends.

Councilmember Spicer offered the following communications/announcements:

- Commented on his attendance at the Congressional Black Caucus held in Washington D.C. and highlighted that the area hosting the conference was very clean and well-maintained and further suggested that the City of Compton place trash receptacles around the City to combat littering.
- Announced that he provides an analysis of his City Council meeting actions every Wednesday following the meetings on Facebook ‘live’ as well as on Instagram social platform.
- Invited the residents to attend his Unity Fest which will be held on October 22 and 23, 2022 from 12:00 noon to 5:00 p.m. at the Dollarhide Community Center---featuring a celebration of art, culture, history, classes and live entertainment.
- Suggested that the City work in conjunction with Elevate to provide information to the residents regarding the November 8, 2022 ballot measures.

Councilmember Bowers offered the following communications/announcements:

- Thanked Alicia Thompson and everyone involved with the free webinar entitled “*Federal Student Loan--How to Erase this Debt*”.
- Suggested that the City take a closer look at the projects and programs proposed by Harold Durbin at CIT.
- Thanked all the sponsors and volunteers for the wonderful Community Coat Giveaway and offered a special ‘*Thank You*’ to the Walker family.
- Acknowledged that October is National Breast Cancer Awareness Month and further extended condolences to anyone who may have lost a loved one due to this disease.

Councilmember Darden offered the following communications/announcements:

- Reported on the various block club and community meetings she attended during the past week.
- Commented on the wonderful ribbon cutting ceremony hosted by Lori Gay and the Neighborhood Housing Service for Sustainable Communities featuring a community garden which provides for a vegetable and fruit garden in Compton where healthy food options have often been limited.
- Announced that the Water Replenishment District serves 43 cities in California, including Compton, and further stated that the WRD offers various educational programs for students in the Compton Unified School District free of charge.
- Invited the residents to join her at the Business Round Table meeting on October 27, 2022, from 9:30 a.m. to 12 noon at the Dollarhide Community Center.

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif read the following statement into the official record:

“As we know, the Los Angeles City Council President, Councilmembers and a union official were recorded making racially offensive comments that were inflammatory, disrespectful, and very divisive to all of our communities--comments that tear our community apart and play on the fears of citizens who may look different from one another. These words hurt the credibility of all of us as elected officials in Los Angeles County and the State of California. As Mayor and a member of the Black community--and as a mother, these comments were disturbing on so many levels. All involved should do the right thing and resign immediately. Hate speech has no place in a city hall. Sentiments like this continue to further divide our communities in a time when so much of this country is already divided. We should be coming together and not tearing each other down. Compton is one of the most demographically diverse communities in southern California, with large Black and Latino populations. I am committed to continue the unity throughout our Compton community and I hope that the City of Los Angeles can come together and rise above this turbulence.”

ADJOURNMENT

On motion by Spicer, seconded by Duhart, the meeting was adjourned at 8:00 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

November 22, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ADOPT A SECOND AMENDMENT TO THE CITY'S EXISTING AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES TO ADOPT SB 1383 IMPLEMENTATION

SUMMARY

Staff requests the City Council adopt the attached Resolution, which adopts a second amendment to the City's existing agreement for integrated solid waste management services (trash service), and to make a finding that the foregoing actions are exempt from CEQA, and takes related actions.

Senate Bill (SB) 1383 is bringing about significant changes in the way residents, businesses, and the City will handle their waste and recyclables, especially organics (including food waste). This will result in a significant change in scope from the current franchise agreement to incorporate new services and programs in order to comply with SB1383. The changes will result in an associated rate increase.

BACKGROUND

The City's solid waste program goals are to provide safe, reliable solid waste collection service at a reasonable cost to residents, businesses and to comply with the State's regulatory requirements and waste diversion mandates. Currently, the City has an agreement with Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. (Republic) to provide exclusive solid waste, recyclables and green waste collection services to single-family, multi-family and commercial customers. The current agreement expires on December 31, 2022.

In 2010, the City entered into an exclusive solid waste franchise agreement with Pacific Coast Waste & Recycling, LLC, which was amended and restated in 2012. The agreement was assigned to Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. (Republic), in 2013. The term of the franchise agreement expired on September 30, 2022.

The City entered into a 90-day Extension Agreement with Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. The current franchise agreement for the collection, transportation and disposal of solid waste recyclables and green waste is set to expire on December 31, 2022.

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On October 7, 2022, the City sent the legally required notice to all property owners and published the notice in the Compton Bulletin in accordance with Proposition 218.

As of November 1, 2022, City Council approved Ordinance #2348 by adding Subchapter 21-3 (Mandatory Organic Waste Disposal Reduction) to Chapter 21 (Integrated Waste Management) of the City of Compton Municipal Code and making a determination of exemption under CEQA. The ordinance was developed to incorporate the relevant requirements of SB1383 Regulations into the City's integrated waste management code.

In September 2016, then Governor Jerry Brown signed into SB1383 and the final regulations implementing SB1383 were approved on November 3, 2020. SB 1383 establishes methane emissions reduction targets statewide to reduce emissions of short-lived climate pollutants in various sectors of California's economy. Effective January 1, 2022, SB 1383 regulations went into effect, which mandates that the state of California reduce organic waste by 75%, and recover 20% of edible food by January 2025. The state mandate is an unfunded cost to the City which requires to adopt enforceable organic waste collection service, which will allow food waste to be collected in residential green waste containers. Consequently, green waste and food waste will no longer be allowed to be disposed of in the landfill. The process to divert green waste and food waste is subjected to mandatory processing causing the jurisdiction a significant increase in cost to handle the material.

Additionally, SB 1383 mandates waste haulers to undertake new measures to reduce contamination, educate waste generators, procure recycled products with organics content, track and report on recycling participation, and assist local jurisdictions with enforcement of the State's recycling requirements.

Therefore, the City must require residents and businesses to separate organic waste from other trash to be managed at a facility other than a landfill. In order to accomplish this, all property owners, residents and businesses will be required to enroll in collection services for trash, recycling, and organic waste.

STATEMENT OF THE ISSUE

SB 1383 Requirements

SB1383 is the most significant change to solid waste handling regulations in 30 years. This new law took effect January 1, 2022. It requires jurisdictions to:

- Amend their municipal codes to enforce the requirement that essentially all waste generators recycle their organics, including dry organics (cardboard, paper, etc.)
- Ensure that their waste haulers provide organics collection service (i.e. food)
- Estimate the amount of organic waste and recoverable edible food generated within their boundaries and provide that information to their county for facility planning purposes

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WASTE AGREEMENT AMENDMENT STAFF REPORT

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- Enhance existing edible food recovery programs to reduce the amount of recoverable edible food sent to landfills
- Ensure that all newly constructed buildings have readily accessible space for recycling
- Develop inspection and compliance review programs to ensure that waste generators fulfill the requirements of SB1383 and the jurisdiction's municipal code
- Conduct periodic education and outreach to all waste generators and specifically generators of edible recoverable food
- Ensure that the City's hauler performs annual route inspections to minimize contamination
- Procure a minimum quantity of recovered organic waste products.

In order to establish full implementation of SB 1383 Regulations, and comply with State mandate, staff recommends the approval of the Second Amendment to the Franchise Agreement with Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. (Republic).

As part of the Second Amendment to the Franchise Agreement and compliant with SB1383, Republic Services will provide a source separated 3-container collection system for both residents and businesses in addition to commercial food waste only separated containers. Republic Services will provide a full-time dedicated Compliance Monitor and other part-time staff assigned specifically to the City of Compton who will oversee the contamination monitoring, annual route reviews, waiver verification process, compliance/program enrollment monitoring, onsite customer training and education and in-field reporting efforts. Additionally, Republic will establish a start-up education campaign informing residents and businesses about changes to their collection services and compliance with SB 1383, ongoing annual outreach and education efforts for all City residents and businesses; and an edible food recovery program, which includes education and data collection.

The second amendment to the franchise agreement would extend the term of the agreement until December 31, 2027, with the option to automatically renew on January 1, 2028 for an additional five (5)-year term, ending on December 31, 2032.

Also, as part of the amendment, a rate increase to the solid waste rates would become effective January 1, 2023. The requested rate increase for January 1, 2023 would compensate Republic for providing full implementation of SB 1383 Regulations for residential, multi-family, and commercial premises.

Additionally, an inflationary rate increase (effective on July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027) based on Consumer Price Index (CPI) not to exceed 5% annually will be implemented 18 months after the start of the contract amendment.

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WASTE AGREEMENT AMENDMENT STAFF REPORT

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The table below compares the current monthly base rates for typical residential cart and bin services with those proposed for January 1, 2023:

CURRENT AND PROPOSED MONTHLY SOLID WASTE SERVICE RATES

	RESIDENTIAL	COMMERCIAL - (BIN SERVICE) *
Current Rate	\$26.85	\$231.31
Proposed Rate	\$27.66**	\$283.35**
Increase Amount	\$0.81	\$52.04

*** Price for 1 3YD 1Xwk Refuse Service**

**** Amount will automatically be increased July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027 for the annual inflation adjustment, not to exceed 5% in any given year.**

FISCAL IMPACT

The purpose of solid waste disposal rates and charges is to pay for protecting the public health, safety and general welfare by providing a reliable and adequate means of disposing of solid waste for the residents and businesses of the City of Compton and to pay for the cost of providing such service.

As a result of the new State mandated SB1383, which requires jurisdictions to reduce disposal of organic waste by 75% and recover at least 20% of edible food, the City must require residents and businesses to separate organic waste from other trash to be managed at a facility other than a landfill.

In order to adhere to the new mandate, the City is proposing the increases to the solid waste collection services rates to cover the cost of the services provided under the Second Amendment to the Franchise Agreement.

In order to avoid a detrimental fiscal impact of the new mandate on the City, the City has to pass along these costs to the customers through the rate increase detailed in the second amendment to the franchise agreement, which is otherwise unfunded.

There is no fiscal impact to the City as it relates to the solid waste fee increases. However, the administrative fee collected will be adjusted starting in July 2024, which will increase the amount of fees collected by up to 5% or CPI, whichever is less, on an annual basis. Effective January 1, 2023, the administrative fee shall be \$29,697.48 per month through June 30, 2024.

RECOMMENDATION

November 22, 2022

WASTE AGREEMENT AMENDMENT STAFF REPORT

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Staff recommends that the City Council approve the second amendment to the agreement for integrated solid waste management services with Republic Services to help adhere to the new SB 1383 law requirements.

**VICTOR MEZA
GENERAL MANAGER
MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ADOPT A SECOND AMENDMENT TO THE CITY'S EXISTING AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES TO ADOPT SB1383 IMPLEMENTATION

WHEREAS, Senate Bill (SB) 1383 is bringing about significant changes in the way residents, businesses, and the City will handle their waste and recyclables, especially organics (including food waste). This will result in a significant change in scope from the current franchise agreement to incorporate new services and programs in order to comply with SB1383; and

WHEREAS, the City's solid waste program goals are to provide safe, reliable solid waste collection service at a reasonable cost to residents, businesses and to comply with the State's regulatory requirements and waste diversion mandates.; and

WHEREAS, the City has an agreement with Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. (Republic) to provide exclusive solid waste, recyclables and green waste collection services to single-family, multi-family and commercial customers; and

WHEREAS, the current franchise agreement for the collection, transportation and disposal of solid waste recyclables and green waste is set to expire on December 31, 2022; and

WHEREAS, as of November 1, 2022, City Council approved Ordinance #2348 by adding Subchapter 21-3 (Mandatory Organic Waste Disposal Reduction) to Chapter 21 (Integrated Waste Management) of the City of Compton Municipal Code and making a determination of exemption under CEQA. The ordinance was developed to incorporate the relevant requirements of SB1383 Regulations into the City's integrated waste management code; and

WHEREAS, effective January 1, 2022, SB 1383 regulations went into effect, which mandates that the state of California reduce organic waste by 75%, and recover 20% of edible food by January 2025. The state mandate is an unfunded cost to the City which requires to adopt enforceable organic waste collection service, which will allow food waste to be collected in residential green waste containers. Consequently, green waste and food waste will no longer be allowed to be disposed of in the landfill. The process to divert green waste and food waste is subjected to mandatory processing causing the jurisdiction a significant increase in cost to handle the material; and

WHEREAS, SB 1383 mandates waste haulers to undertake new measures to reduce contamination, educate waste generators, procure recycled products with organics content, track and report on recycling participation, and assist local jurisdictions with enforcement of the State's recycling requirements; and

WHEREAS, in order to establish full implementation of SB 1383 Regulations, and comply with State mandate staff recommends the approval of the Second Amendment to the Franchise Agreement with Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. (Republic); and

WHEREAS, as part of the Second Amendment to the Franchise Agreement and compliant with SB1383, Republic Services will provide a source separated 3-container collection system for both residents and businesses; in addition to commercial food waste only separated containers. Republic Services will provide a full-time dedicated Compliance Monitor and other part-time staff assigned specifically to the City of Compton who will oversee the contamination monitoring, annual route reviews, waiver verification process, compliance/program enrollment monitoring, onsite customer training and education and in-field reporting efforts. Additionally, Republic will provide a start-up education campaign informing residents and businesses about changes to their collection services and compliance with SB 1383, ongoing annual outreach and education efforts for all City residents and businesses; and an edible food recovery program, which includes education and data collection; and

WHEREAS, City staff sent a Notice consistent with the provisions of Proposition 218 and Government Code Section 53755 to all recorded owners within the City at the addresses as they appear on the latest equalized assessment roll and published notice in the Compton Bulletin as required.

WHEREAS, the City Council finds that the foregoing actions are exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That each of the above recitals is true and correct and is adopted by the City Council.

Section 2. That the City Manager is hereby authorized to enter into a second amendment to the contract Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. in order to comply with the requirements of SB 1383 and provide continued trash service to the City.

Section 3. That the City Clerk is hereby authorized and directed to publish this Resolution at least once within 15 days of its passage in the official newspaper, and to provide such other notice of the public hearing and the Report in the time and manner required by law.

ADOPTED this _____ day of _____, 2022

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the ____ day of _____, 2022.

That said resolution was adopted by the following vote, to wit:

AYES: **Council Members-**
NOES: **Council Members-**
ABSENT: **Council Members-**
ABSTAIN: **Council Members-**

CITY CLERK OF THE CITY OF COMPTON

NEW WASTE RATES EFFECTIVE JULY 1, 2022

RESIDENTIAL CHARGES		
101	Temporary Party Rental	\$30.26
102	Temp 4 Yard bin	\$213.95
103	Temporary Roll-Off	\$748.27
104	Lowboy	\$748.27
105		
106		
107		
108		
109		
110		
111		
112		
113		
114		
115	Greenwaste 20 yard mini - 3 ton limit	\$341.35
116	Greenwaste 40 yard mini - 6 ton limit	\$591.71
117	Additional 64 Gal. Recycling	\$10.05
118	Additional 64 Gal. Greenwaste	\$12.10
119	Additional 95 Gal. Trash	\$20.15
120	Go Back Fee	\$12.10
121	Extra Pick Up	\$15.10
122	4 YD Temp Extra Pick Up	\$65.43

2 CUBIC YARD - BIN SRVC		
608	2 cyd. 1 X per week - with wheels	\$191.04
610	2 cyd. 2 X per week - with wheels	\$279.78
612	2 cyd. 3 X per week - with wheels	\$348.22
614	2 cyd. 4 X per week - with wheels	\$432.83
616	2 cyd. 5 X per week - with wheels	\$497.35
618	2 cyd. 6 X per week - with wheels	\$585.59

3 CUBIC YARD - BIN SRVC		
620	3 cyd. 1 X per week - with wheels	\$231.31
622	3 cyd. 2 X per week - with wheels	\$336.17
624	3 cyd. 3 X per week - with wheels	\$432.83
626	3 cyd. 4 X per week - with wheels	\$521.54
628	3 cyd. 5 X per week - with wheels	\$602.13
630	3 cyd. 6 X per week - with wheels	\$702.91

4 CUBIC YARD - BIN SRVC		
632	4 cyd. 1 X per week - with wheels	\$286.49
634	4 cyd. 2 X per week - with wheels	\$399.36
636	4 cyd. 3 X per week - with wheels	\$516.26
638	4 cyd. 4 X per week - with wheels	\$613.04
640	4 cyd. 5 X per week - with wheels	\$709.70
642	4 cyd. 6 X per week - with wheels	\$904.08

6 CUBIC YARD - BIN SRVC		
656	6 cyd. 1 X per week - with wheels	\$379.22
658	6 cyd. 2 X per week - with wheels	\$529.69
660	6 cyd. 3 X per week - with wheels	\$661.33
662	6 cyd. 4 X per week - with wheels	\$790.34
664	6 cyd. 5 X per week - with wheels	\$915.30
666	6 cyd. 6 X per week - with wheels	\$1,076.54

10 Residential Rate

\$26.85

40 GALLON - COMMERCIAL TRASH CART		
601	96 Gal. 1 X per week	\$48.34
602	96 Gal. 2 X per week	\$60.47
603	96 Gal. 3 X per week	\$88.64
604	96 Gal. 4 X per week	\$112.53
605	96 Gal. 5 X per week	\$136.99
606	96 Gal. 6 X per week	\$149.11

ROLL OFFS		
901	25 cyd. Roll-Off, 5 Ton Limit Per Load	\$457.05
901A	Plus Tonnage	\$100.47
901B	Rental	VOID
902	40 cyd Roll-Off, 5 ton limit, Per Load	\$457.05
902A	Plus Tonnage	\$100.47
902B	Rental	VOID
903	Compactors, Per Load	\$457.05
903A	Plus Tonnage	\$100.47
903B	Rental	VOID
904	Business Owned Compactors, Per Load	\$457.05
904A	Plus Tonnage	\$100.47

920	ICMS Rate per pull - Rolloff Box	\$285.22
921	ICMS Rate per pull - Street Sweeping	\$382.00
922	ICMS Tonnage Charge per ton - MSW	\$72.27

OTHER		
905	Tilt Hoppers - per pick up	\$111.71
906	Temp 25 cyd. - 5 ton limit	\$748.27
907	Temp 40 cyd. - 5 ton limit	\$748.27
908	2 & 3 cyd. Extra pick up	\$67.46
909	4, 5, & 6 cyd. Extra pick up	\$71.97
910	Overweight Per Ton	\$91.35
911	Locking Lid 1X per week	\$11.23
912	Locking Lid 2X per week	\$18.01
913	Locking Lid 3X per week	\$24.75
914	Locking Lid 4X per week	\$31.47
915	Locking Lid 5X per week	\$38.24
916	Locking Lid 6X per week	\$44.98
917	Additional Bulk Single P/U	\$8.08
918	Additional Bulk Up to Six Items	\$32.24
919	Scout/Push Out Service	\$26.98

Contamination Recycling	\$	38.56
Contamination Recycling	\$	38.56

Residential Cart Service

Residential - Monthly Rate	Rate
Cart Service - One each Refuse, Recycling and Greenwaste cart	\$ 27.66
Additional Refuse Cart	\$ 20.75
Additional Recycling Cart	\$ 10.35
Additional Greenwaste Cart	\$ 12.46
"Go-Back" Fee; Per Occurrence Charge	\$ 12.10
Additional Bulky Item Pickups (in excess of one per quarter); per item charge	\$ 15.10
Temp Party Rental	Rate
"Party Rentals" - Temporary Extra Refuse Cart; per occasion charge - Weekly Rental Charge	\$ 30.26

Other Service	Rate
Additional Special Overage Pickup for Automated Cart Customers	N/A
Multi-Family Bulky Item - Single Pickup	\$ 8.08
Multi-Family Bulky Item (up to Six Items)	\$ 32.24
Multi-Family Bin Pushout/Scout Service (More than 15 feet)	\$ 24.19
Contaminated Recycling or Organics Cart - Per Cart, Per Occurrence	\$ 38.89

Commercial/Multi-Family Service												
Refuse				Recycling				Organics				
PICK UP/WEEK	2-YARD	Locking Lids	Pushout/Scout Service (More than 15 feet)	PICK UP/WEEK	1-YARD	Locking Lids	Pushout/Scout Service (More than 15 feet)	PICK UP/WEEK	1-YARD	Locking Lids	Pushout/Scout Service (More than 15 feet)	
1	\$ 234.02	\$ 11.23	\$ 26.98	1	\$ 126.37	\$ 11.23	\$ 26.98	1	\$ 168.50	\$ 11.23	\$ 26.98	
2	\$ 342.73	\$ 18.01	\$ 26.98	2	\$ 185.08	\$ 18.01	\$ 26.98	2	\$ 246.76	\$ 18.01	\$ 26.98	
3	\$ 426.57	\$ 24.75	\$ 26.98	3	\$ 230.35	\$ 24.75	\$ 26.98	3	\$ 307.13	\$ 24.75	\$ 26.98	
4	\$ 530.22	\$ 31.47	\$ 26.98	4	\$ 286.32	\$ 31.47	\$ 26.98	4	\$ 381.76	\$ 31.47	\$ 26.98	
5	\$ 609.25	\$ 38.24	\$ 26.98	5	\$ 329.00	\$ 38.24	\$ 26.98	5	\$ 438.66	\$ 38.24	\$ 26.98	
6	\$ 717.35	\$ 44.98	\$ 26.98	6	\$ 387.37	\$ 44.98	\$ 26.98	6	\$ 516.49	\$ 44.98	\$ 26.98	
EXTRA PICK UP	\$ 67.46	N/A	N/A	EXTRA PICK UP	\$ 36.43	N/A	N/A	EXTRA PICK UP	\$ 48.57	N/A	N/A	
PICK UP/WEEK	3-YARD	Locking Lids	Pushout Service (More than 15 feet)	PICK UP/WEEK	2-YARD	Locking Lids	Pushout/Scout Service (More than 15 feet)	PICK UP/WEEK	2-YARD	Locking Lids	Pushout/Scout Service (More than 15 feet)	
1	\$ 283.35	\$ 11.23	\$ 26.98	1	\$ 140.41	\$ 11.23	\$ 26.98	1	\$ 187.22	\$ 11.23	\$ 26.98	
2	\$ 411.81	\$ 18.01	\$ 26.98	2	\$ 205.64	\$ 18.01	\$ 26.98	2	\$ 274.18	\$ 18.01	\$ 26.98	
3	\$ 530.22	\$ 24.75	\$ 26.98	3	\$ 255.94	\$ 24.75	\$ 26.98	3	\$ 341.26	\$ 24.75	\$ 26.98	
4	\$ 638.89	\$ 31.47	\$ 26.98	4	\$ 318.13	\$ 31.47	\$ 26.98	4	\$ 424.18	\$ 31.47	\$ 26.98	
5	\$ 737.61	\$ 38.24	\$ 26.98	5	\$ 365.55	\$ 38.24	\$ 26.98	5	\$ 487.40	\$ 38.24	\$ 26.98	
6	\$ 861.06	\$ 44.98	\$ 26.98	6	\$ 430.41	\$ 44.98	\$ 26.98	6	\$ 573.88	\$ 44.98	\$ 26.98	
EXTRA PICK UP	\$ 67.46	N/A	N/A	EXTRA PICK UP	\$ 40.48	N/A	N/A	EXTRA PICK UP	\$ 53.97	N/A	N/A	
PICK UP/WEEK	4-YARD	Locking Lids	Pushout Service (More than 15 feet)	PICK UP/WEEK	3-YARD	Locking Lids	Pushout Service (More than 15 feet)	PICK UP/WEEK	3-YARD	Locking Lids	Pushout Service (More than 15 feet)	
1	\$ 350.95	\$ 11.23	\$ 26.98	1	\$ 170.01	\$ 11.23	\$ 26.98	1	\$ 226.68	\$ 11.23	\$ 26.98	
2	\$ 489.22	\$ 18.01	\$ 26.98	2	\$ 247.09	\$ 18.01	\$ 26.98	2	\$ 329.45	\$ 18.01	\$ 26.98	
3	\$ 632.42	\$ 24.75	\$ 26.98	3	\$ 318.13	\$ 24.75	\$ 26.98	3	\$ 424.18	\$ 24.75	\$ 26.98	
4	\$ 750.97	\$ 31.47	\$ 26.98	4	\$ 383.33	\$ 31.47	\$ 26.98	4	\$ 511.11	\$ 31.47	\$ 26.98	
5	\$ 869.38	\$ 38.24	\$ 26.98	5	\$ 442.57	\$ 38.24	\$ 26.98	5	\$ 590.09	\$ 38.24	\$ 26.98	
6	\$ 1,107.50	\$ 44.98	\$ 26.98	6	\$ 516.64	\$ 44.98	\$ 26.98	6	\$ 688.85	\$ 44.98	\$ 26.98	
EXTRA PICK UP	\$ 71.97	N/A	N/A	EXTRA PICK UP	\$ 40.48	N/A	N/A	EXTRA PICK UP	\$ 53.97	N/A	N/A	
PICK UP/WEEK	6-YARD	Locking Lids	Pushout Service (More than 15 feet)	PICK UP/WEEK	4-YARD	Locking Lids	Pushout Service (More than 15 feet)	PICK UP/WEEK	4-YARD	Locking Lids	Pushout Service (More than 15 feet)	
1	\$ 464.54	\$ 11.23	\$ 26.98	1	\$ 210.57	\$ 11.23	\$ 26.98	1	\$ 280.76	\$ 11.23	\$ 26.98	
2	\$ 648.87	\$ 18.01	\$ 26.98	2	\$ 293.53	\$ 18.01	\$ 26.98	2	\$ 391.38	\$ 18.01	\$ 26.98	
3	\$ 810.13	\$ 24.75	\$ 26.98	3	\$ 379.45	\$ 24.75	\$ 26.98	3	\$ 505.94	\$ 24.75	\$ 26.98	
4	\$ 968.17	\$ 31.47	\$ 26.98	4	\$ 450.58	\$ 31.47	\$ 26.98	4	\$ 600.78	\$ 31.47	\$ 26.98	
5	\$ 1,121.24	\$ 38.24	\$ 26.98	5	\$ 521.63	\$ 38.24	\$ 26.98	5	\$ 695.50	\$ 38.24	\$ 26.98	
6	\$ 1,318.76	\$ 44.98	\$ 26.98	6	\$ 664.50	\$ 44.98	\$ 26.98	6	\$ 886.00	\$ 44.98	\$ 26.98	
EXTRA PICK UP	\$ 71.97	N/A	N/A	EXTRA PICK UP	\$ 43.18	N/A	N/A	EXTRA PICK UP	\$ 57.58	N/A	N/A	
PICK UP/WEEK	Commercial 96-Gallon Carts: per Cart			PICK UP/WEEK	6-YARD	Locking Lids	Pushout Service (More than 15 feet)	PICK UP/WEEK	6-YARD	Locking Lids	Pushout Service (More than 15 feet)	
1	\$ 59.22			1	\$ 278.72	\$ 11.23	\$ 26.98	1	\$ 371.63	\$ 11.23	\$ 26.98	
2	\$ 74.08			2	\$ 389.32	\$ 18.01	\$ 26.98	2	\$ 519.10	\$ 18.01	\$ 26.98	
3	\$ 108.58			3	\$ 486.08	\$ 24.75	\$ 26.98	3	\$ 648.10	\$ 24.75	\$ 26.98	
4	\$ 137.85			4	\$ 580.90	\$ 31.47	\$ 26.98	4	\$ 774.54	\$ 31.47	\$ 26.98	
5	\$ 167.81			5	\$ 672.74	\$ 38.24	\$ 26.98	5	\$ 896.99	\$ 38.24	\$ 26.98	
6	\$ 182.66			6	\$ 791.26	\$ 44.98	\$ 26.98	6	\$ 1,055.01	\$ 44.98	\$ 26.98	
				EXTRA PICK UP	\$ 43.18	N/A	N/A	EXTRA PICK UP	\$ 57.58	N/A	N/A	
PICK UP/WEEK	Commercial 95-Gallon Recy Carts: per Cart			PICK UP/WEEK	Commercial 64-Gallon Organics Carts: per Cart							
1	\$ -			1	\$ -							
2	\$ -			2	\$ -							
3	\$ -			3	\$ -							
4	\$ -			4	\$ -							
5	\$ -			5	\$ -							
6	\$ -			6	\$ -							

Temporary Bin Service		Rate
Temporary Bin Service - Four Yard Container, per Collection, Delivery Included		\$ 213.95
Each Additional Pickup - Temp Bin Service		\$ 65.43

Other Service		Rate
Bin Cleaning (in Excess of one Free per Year) - Per Bin		N/A
Commercial/Multi-Family Bulky Item - Single Item Pickup		\$ 8.08
Commercial/Multi-Family Bulky Item - Up to 6 Items		\$ 32.24
Contaminated Recycling Bin, Per Bin, Per Occurrence		\$ 61.11
Contaminated Organics Bin, Per Bin, Per Occurrence		\$ 83.33
Contaminated Recycling or Organics Cart - Per Cart, Per Occurrence		\$ 38.89
Extra Yards		\$ 33.33

Industrial Roll Off Service

Perm Roll-Off Box Pull Charge		Rate
Rate per pull, All standard sizes (including container rental, except lowboys and Greenwaste)		\$ 559.89
Rate per pull, Compactors (excluding compactor rental)		\$ 559.89
Tonnage Charge, per ton (all boxes, except lowboy and Greenwaste)		\$ 123.08
Temporary Roll Off Box - Greenwaste 20 YD - 3 Tons Limit		\$ 341.35
Temporary Roll Off Box - Greenwaste 40 YD - 6 Tons Limit		\$ 591.71
Tonnage Charge per ton, Over Tons Limit		\$ 100.47

Temp Roll-Off Box Pull Charge and COD		Rate
Temporary Roll Off Box - 10 YD Lowboy for C&D - 5 Tons Limit		\$ 748.27
Temporary Roll Off Box - 20 YD to 40YD - 5 Tons Limit		\$ 748.27
Tonnage Charge per ton, Over Tons Limit		\$ 91.35

Other Service		Rate
Tile Hoppers - per pick up		\$111.71

Commercial/Multi-Family Service - Compactor

Refuse

PICK UP/WEEK	2-YARD	Pushout/Scout Service (More than 15 feet)
1	\$ 460.00	\$ 26.98
2	\$ 754.33	\$ 26.98
3	\$ 1,049.83	\$ 26.98
4	\$ 1,344.61	\$ 26.98
5	\$ 1,639.39	\$ 26.98
6	\$ 1,934.16	\$ 26.98
EXTRA PICK UP	\$ 168.65	N/A

Recycling

PICK UP/WEEK	2-YARD	Pushout/Scout Service (More than 15 feet)
1	\$ 276.00	\$ 26.98
2	\$ 452.60	\$ 26.98
3	\$ 629.90	\$ 26.98
4	\$ 806.76	\$ 26.98
5	\$ 983.63	\$ 26.98
6	\$ 1,160.49	\$ 26.98
EXTRA PICK UP	\$ 101.19	N/A

Organics

PICK UP/WEEK	2-YARD	Pushout/Scout Service (More than 15 feet)
1	\$ 368.00	\$ 26.98
2	\$ 603.46	\$ 26.98
3	\$ 839.86	\$ 26.98
4	\$ 1,075.69	\$ 26.98
5	\$ 1,311.51	\$ 26.98
6	\$ 1,547.32	\$ 26.98
EXTRA PICK UP	\$ 134.92	N/A

PICK UP/WEEK	3-YARD	Pushout Service (More than 15 feet)
1	\$ 547.50	\$ 26.98
2	\$ 918.96	\$ 26.98
3	\$ 1,290.37	\$ 26.98
4	\$ 1,661.78	\$ 26.98
5	\$ 2,033.19	\$ 26.98
6	\$ 2,404.58	\$ 26.98
EXTRA PICK UP	\$ 168.65	N/A

PICK UP/WEEK	3-YARD	Pushout/Scout Service (More than 15 feet)
1	\$ 328.50	\$ 26.98
2	\$ 551.38	\$ 26.98
3	\$ 774.22	\$ 26.98
4	\$ 997.07	\$ 26.98
5	\$ 1,219.91	\$ 26.98
6	\$ 1,442.75	\$ 26.98
EXTRA PICK UP	\$ 101.19	N/A

PICK UP/WEEK	3-YARD	Pushout/Scout Service (More than 15 feet)
1	\$ 438.00	\$ 26.98
2	\$ 735.17	\$ 26.98
3	\$ 1,032.30	\$ 26.98
4	\$ 1,329.42	\$ 26.98
5	\$ 1,626.55	\$ 26.98
6	\$ 1,923.67	\$ 26.98
EXTRA PICK UP	\$ 134.92	N/A

PICK UP/WEEK	4-YARD	Pushout Service (More than 15 feet)
1	\$ 630.57	\$ 26.98
2	\$ 1,079.08	\$ 26.98
3	\$ 1,527.56	\$ 26.98
4	\$ 1,976.04	\$ 26.98
5	\$ 2,424.52	\$ 26.98
6	\$ 2,872.99	\$ 26.98
EXTRA PICK UP	\$ 179.93	N/A

PICK UP/WEEK	4-YARD	Pushout Service (More than 15 feet)
1	\$ 378.34	\$ 26.98
2	\$ 647.45	\$ 26.98
3	\$ 916.53	\$ 26.98
4	\$ 1,185.62	\$ 26.98
5	\$ 1,454.71	\$ 26.98
6	\$ 1,723.79	\$ 26.98
EXTRA PICK UP	\$ 107.96	N/A

PICK UP/WEEK	4-YARD	Pushout Service (More than 15 feet)
1	\$ 504.45	\$ 26.98
2	\$ 863.26	\$ 26.98
3	\$ 1,222.05	\$ 26.98
4	\$ 1,580.83	\$ 26.98
5	\$ 1,939.62	\$ 26.98
6	\$ 2,298.39	\$ 26.98
EXTRA PICK UP	\$ 143.94	N/A

PICK UP/WEEK	6-YARD	Pushout Service (More than 15 feet)
1	\$ 806.58	\$ 26.98
2	\$ 1,409.09	\$ 26.98
3	\$ 2,011.59	\$ 26.98
4	\$ 2,614.10	\$ 26.98
5	\$ 3,216.60	\$ 26.98
6	\$ 3,819.10	\$ 26.98
EXTRA PICK UP	\$ 179.93	N/A

PICK UP/WEEK	6-YARD	Pushout Service (More than 15 feet)
1	\$ 483.95	\$ 26.98
2	\$ 845.45	\$ 26.98
3	\$ 1,206.96	\$ 26.98
4	\$ 1,568.46	\$ 26.98
5	\$ 1,929.96	\$ 26.98
6	\$ 2,291.46	\$ 26.98
EXTRA PICK UP	\$ 107.96	N/A

PICK UP/WEEK	6-YARD	Pushout Service (More than 15 feet)
1	\$ 645.26	\$ 26.98
2	\$ 1,127.27	\$ 26.98
3	\$ 1,609.27	\$ 26.98
4	\$ 2,091.28	\$ 26.98
5	\$ 2,573.28	\$ 26.98
6	\$ 3,055.28	\$ 26.98
EXTRA PICK UP	\$ 143.94	N/A

**SECOND AMENDMENT TO
AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE AND
RECYCLABLE MATERIALS HANDLING SERVICES**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES (“Second Amendment”) is made and entered into effective the 1st of January, 2023, by and between the City of Compton, a municipal corporation, hereinafter referred to as “City,” and Consolidated Disposal Service, LLC, a Delaware limited liability company DBA Republic Services, hereinafter referred to as “Company”; each a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, the State of California has found and declared that the amount of solid waste generated in California, coupled with diminishing Disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program; and

WHEREAS, the State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed local agencies to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed; and,

WHEREAS, SB 1383 Regulations require City to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, City has chosen to delegate some of its responsibilities to Company, acting as City’s designee, through this Agreement; and

WHEREAS, SB 1383 authorized CalRecycle to develop regulations to reduce organics in landfills as a source of methane (“SB 1383 regulations”), and the SB 1383 regulations require City to implement regulatory requirements to support the achievement of Statewide Organic Waste disposal reduction targets; and

WHEREAS, City and Company are Parties to that AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES dated July 1, 2019, as amended by that FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE RECYCLABLE MATERIALS HANDLING SERVICES dated September 30, 2022 (collectively, the “Franchise Agreement”); and

WHEREAS, the SB 1383 regulations require City to implement mandatory Organic Waste reduction programs within the City, to become effective January 1, 2023, and further require

amendments the Franchise Agreement and the City of Compton Municipal Code to implement the requirements of SB 1383;

NOW, THEREFORE, in consideration of the premises above stated and the terms and the terms, conditions, covenants, and agreements contained herein, City and Company do hereby mutually agree to amend the Franchise Agreement as follows:

AMENDMENT

SECTION 1. Article 1. “Definitions” is hereby amended by adding new Sections 1.80 through 1.99 to read as follows:

1.80 AB 341

“AB 341” means the Assembly Bill approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded and replaced from time to time.

1.81 AB 827

“AB 827” means the Assembly Bill approved by the Governor of the State of California on October 2, 2019, which amended Sections 42649.2, 42649.2, 42649.8, and 42649.81 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

1.82 AB 1826

“AB 1826” means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as “AB 1826,” as amended, supplemented, superseded, and replaced from time to time.

1.83 Blue Container

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials or SSBCOW.

1.84 Commercial Edible Food Generators

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food

Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

1.85 Edible Food

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

1.86 Food Recovery

“Food Recovery” means actions to collect and distribute Edible Food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

1.87 Food Recovery Organization

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization; and
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code. If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

1.88 Food Recovery Service

“Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

1.88 Food Scraps

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells.

Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

1.89 Food-Soiled Paper

“Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons. Food-soiled paper does not include compostable plastic materials.

1.90 Food Waste

“Food Waste” means Source Separated Food Scraps, and Food-Soiled Paper. Food Waste is a subset of Source Separated Green Container Organic Waste (SSGCOW).

1.91 Gray/Black Container

“**Gray/Black Container**” has the same meaning as in 14 CCR Section 18982.2(a) and shall be used for the purpose of storage and Collection of Gray/Black Container Waste or Mixed Waste.

1.92 Gray/Black Container Waste

“Gray/Black Container Waste” means Solid Waste that is collected in a Gray/Black Container that is part of a three-Container Organic Waste Collection service that prohibits the placement of Organic Waste in the Gray/Black Container as specified in 14 CCR Sections 18984.1(a) and (b) or as otherwise defined in 14 CCR Section 17402(a)(6.6). For the purposes of this Agreement, Gray/Black Container Waste includes carpet and textiles.

1.93 Green Container

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a) and shall be used for the purpose of storage and Collection of SSGCOW.

1.94 SB 1383

“SB 1383” means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time.

1.95 Source Separated Blue Container Organic Waste

“Source Separated Blue Container Organic Waste” or “SSBCOW” means Source Separated Organic Waste that can be placed in a Blue Container that is limited to

the Collection of those Organic Wastes and Non-Organic Recyclables as defined in 14 CCR Section 18982(a)(43); or as otherwise defined by 14 CCR Section 17402(a)(18.7). SSBCOW is a subset of Organic Waste.

1.96 Source Separated Green Container Organic Waste

“Source Separated Green Container Organic Waste” or “SSGCOW” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste by the Generator, excluding SSBCOW, carpets, Non-Compostable Paper, and textiles. SSGCOW is a subset of Organic Waste.

1.97 Source Separated Recyclable Materials

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and SSBCOW.

1.98 Tier One Commercial Edible Food Generator

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Supermarket
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

1.99 Tier Two Commercial Edible Food Generator

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.

- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

SECTION 2. Article 2. “Grant And Acceptance of Franchise” is hereby amended by repealing and restating Sections 2.4 and 2.7.2 in their entirety to read, respectively, as follows:

2.4 Term of Agreement

The term of this Agreement shall commence on the Effective Date and expire on December 31, 2027, and shall automatically renew on January 1, 2028 for an additional five (5)-year term, ending December 31, 2032 unless City gives written notice opt out of the extension by providing written notice to Company between August 1, 2026 and August 1, 2027.

2.7.2 Company Representative

- a) Contract Liaison. Company's General Manager shall serve as the representative of Company in all matters related to this Agreement and who shall be responsible for working with City and/or City's designated representative(s) to resolve Agreement-related issues ("Contract Liaison"). Company shall inform City in writing of any limitations upon the Contract Liaison's authority to bind Company. City shall be notified in advance in writing of any change in Contract Liaison, and any Contract Liaison shall be a responsible employee. Company acknowledges and agrees that City may rely upon action taken by the Contract Liaison as actions of Company taken on behalf of and with the full approval of Company unless the action is outside the scope of the authority delegated to him/her by Company as communicated in writing to City.
- b) 24-Hour Point of Contact. The Contract Liaison shall serve as the primary dedicated 24-hour point of contact to provide assistance to City when requested by City. Company shall provide City with written notification of the Contract Liaison's telephone numbers. Company may change the primary dedicated 24-hour point of contact by providing City with written notice thereof within 24 hours of the change in contact and providing the contact information of the newly appointed 24-hour point of contact.

SECTION 3. Article 4 “Services” is hereby amended by repealing and restating Sections 4.5.11, 4.7.5 and 4.21 in their entirety, and adding a new Sections 4.24, 4.25, and 4.26 to read, respectively as follows:

4.5.11 Composting Events

Company and City shall work cooperatively to develop and promote Residential Composting events at no additional cost that are mutually acceptable to City and Company with respect to scope, timing and location.

At the events, Company shall make available compost bins for distribution to residents of the City that complete the training.

Company shall provide up to forty (40) cubic yards of compost for giveaway at no charge to residents during two Residential Composting events per calendar year.

The provisions of this Section 4.5.11 are in addition to the requirements of Section 2.9.2.

4.7.5 Cart Maintenance and Replacement Responsibilities

Subject to Force Majeure, Company shall be responsible for Cart repair and maintenance, and replacing lost, stolen or damaged Carts within one Business Day. All repairs must restore the Cart to its full functionality. All other routine cart deliveries and cart replacements shall take place on the customer’s next regularly scheduled service day.

4.21 Route Audit

Once at the end of the first year and every other year thereafter, unless requested annually by City, Company shall conduct an audit of its Collection routes in the Service Area. City may use information from the audit to develop a request for proposals for a new service provider. City may instruct Company when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses. City may also instruct Company to conduct an audit at a time that would produce the most accurate Customer service information for a new service provider to use in establishing service with Customers.

The route audit, at minimum, shall consist of an independent physical observation by person(s) other than the route driver of each Customer in the Service Area. This person(s) is to be approved in advance by City. The routing and account information shall include, at a minimum, the following information for each account:

For Residential Customers:

- Route Number;
- Truck Number;

- Number of Residential Customers;
- Assessor Property Number (APN) numbers;
- Number of Extra Carts and Bins by type of waste stream (Refuse, Recycling, Green Waste);

For Commercial Customers:

- Route Number;
- Truck Number;
- Account Name;
- Account Number;
- Account Service Address;
- Service Level (Quantity, Size, Frequency);
- Service Level per Routing System;
- Observed Containers (Quantity and Size);
- Container condition;
- Assessor Property Number (APN) numbers;
- Proper signage; and,
- Graffiti.

Within 90 days after the completion of the route audit or such reasonable additional time that Company may request and City shall not unreasonably refuse, Company shall submit to City a report summarizing the results of the audit. The route audit summary report shall include:

- Identification of the routes;
- Route map;
- Truck numbers;
- Number of accounts, by route and in total (Residential and Commercial);
- Confirmation that all routes are dedicated exclusively to Service Area Customers;
- Number and types of exceptions observed;
- Total monthly service charge (Residential and Commercial), pre-audit; and,
- Total monthly service charge (Residential and Commercial), post-audit (subsequent to corrections of identified exceptions).

The route audit summary report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations. Additionally, the report shall include a description of the pre-audit training of the route auditors, particularly if temporary personnel are used.

The route audit summary report shall also include a description of the changes and Company's plans to resolve the exceptions. The results of the audit, and supporting back-up data, shall be available for review by City or its representative. If review indicates that two percent or more are inaccurate, Company shall pay City for the

cost of conducting a second route audit by City or a third party selected by City, if City elects to undertake a second audit. City to implement all approved changes within 30 days of approval by City and Company.

4.24 Residential SB 1383 Services

- a) Containers. Company shall provide SB 1383-compliant three (3) container Residential collection services as follows:
 - 1. A Green Container for organic waste (only food waste, yard waste, green waste, and other organic materials). A Blue Container for recyclables (non-organic recyclables, such as bottles, cans, and plastic, and organic waste such as paper and cardboard.) A Gray or Black Container for non-organic waste only (Items that cannot be recycled or composted).
 - 2. Effective January 1, 2023, all Residential customers will maintain their existing containers. Replacement of Residential containers shall be made from existing containers purchased prior to January 1, 2022 until such time as Company's existing inventory of such containers is exhausted. New or replacement containers purchased after January 1, 2023, provided to a Customer will be SB 1383 color and compliant. New containers purchased by Company after January 1, 2023, are required to meet SB 1383 container colorization (Gray/Black, Blue and Green) and labelling requirements. New containers purchased after January 1, 2022, will require SB 1383 compliant graphic-based labels identifying the acceptable materials permitted within each source-separated cart.
- b) Outreach. Company will implement the following targeted education and outreach efforts to Residential customers regarding SB 1383 required programs. Company shall develop educational material to explain program changes and new program implementation. Company will send a welcome outreach package for new SB 1383 programs to all Residential customers on or before February 1, 2023, and Company will also provide Residential customers with four (4) quarterly direct mailed newsletters with SB 1383 program implementation information, in addition to the four Quarterly newsletters to Customers. Company shall provide education and outreach materials in English and Spanish languages.
- c) Presentations. For 2023 and 2024, Company shall provide a quarterly presentation to the City Council in coordination with the City Manager to update the Council on the implementation of SB 1383 programs for diversion of organic wastes from landfilling. In addition to the quarterly presentations to the City Council, upon request Company shall also participate in up to four City-sponsored or community organization events annually, within Company's obligations set forth in Section 5.4.3 of this

Agreement, for events held within the City and provide an information booth with a company representative to distribute SB 1383 educational materials to persons in attendance at such events.

- d) Company and City shall annually review the outreach effort and determine if changes to the outreach program may be required, by mutual agreement.

4.25 Commercial and Multi-Family SB 1383 Services

- a) Containers. Company shall provide SB 138- compliant three (3) container Multi Family and Commercial collection services as follows:

1. A Green Container for organic waste (only food waste, yard waste, green waste, and other organic materials.) A Blue Container for recyclables (non-organic recyclables, such as bottles, cans, and plastic, and organic waste such as paper and cardboard.) A Gray or Black Container for non-organic waste only (Items that cannot be recycled or composted.)
2. Effective January 1, 2023, all Commercial and Multi Family customers will maintain their existing containers. Replacement of Commercial and Multi Family containers shall be made from existing containers purchased prior to January 1, 2023, until such time as Company's existing inventory of such containers is exhausted. New or replacement containers requested will be SB 1383 color and compliant. New containers purchased by Company after January 1, 2023, are required to meet SB 1383 container colorization (Gray/Black, Blue and Green) and labelling requirements. New containers purchased after January 1, 2023, will require SB 1383 compliant graphic-based labels identifying the acceptable materials permitted within each source-separated cart.
3. Commercial and Multi Family customers will have options for various sizes of metal bins and carts depending on space restrictions and material types.

- b) Outreach. Company will implement the following targeted education and outreach efforts to Commercial and Multi-family customers regarding SB 1383 required programs. Company shall develop educational material to explain SB 1383 program changes and new program implementation. A welcome outreach package for new SB 1383 programs will be sent to all Commercial and Multi Family customers on or before February 1, 2023, and Company will also provide Commercial and Multi Family customers with four (4) direct outreach newsletters with SB 1383 program implementation information. Company shall provide education and outreach materials in English and Spanish languages. Additionally, Company shall design and create a full-sized, bilingual poster using

graphics to promote organics diversion awareness and SB 1383 program requirements. The posters shall be made available to commercial businesses to use at commercial sites near set-out locations. Company shall also provide up to 20 posters for use at City facilities. Additionally, Company shall provide copies of welcome outreach package materials and outreach newsletters with SB 1383 information to City Hall for use at City customer service counters.

- c) Compliance Review. Company shall conduct a review of all Commercial businesses that generate 2 cubic yards or more per week of Solid Waste on a quarterly basis that results in all routes being reviewed annually pursuant to 14 CCR Section 18984.5. Each quarter, Company will conduct a review of approximately one quarter of the total business accounts that generate 2 cubic yards a week or more of Solid Waste. Company shall visually inspect the contents of a reasonably representative number of Containers along each route.
- d) Physical Space and De Minimis Waivers. Company shall assist City in connection with Commercial Customer applications for Physical Space Waivers and De Minimis Quantity Waivers applied for in compliance with the SB 1383 Regulations and the Municipal Code. By no later than February 15, 2023, Company shall assist City with the development of the application form, application requirements and protocols, evaluation, and verification of the details in the Customer waiver applications and provide assistance with preparation of City's written determinations on Customer waiver applications. Such assistance shall include verification of waivers returned to Company and submittal of waivers to City for final review and/or approval.
- e) Edible Food Recovery.
 - 1. No later than February 1, 2023, Company shall identify all Commercial Customers that meet the definition of Tier One and Tier Two Commercial Edible Food Generators and provide a list of such Customers to City, which shall include: Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business (as it relates to the Tier One and Tier Two Commercial Edible Food Generator definitions).
 - 2. Commencing February 1, 2023, and at least annually thereafter, Company shall cooperate with City and/or its consultants to conduct inspections of Tier One Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services to assess compliance with the requirements of 14 CCR Chapter 12 Article 10.
 - 3. At least annually, Company shall provide Commercial Edible Food Generators with the following information:

- i. Information about Company's and/or City's Edible Food Recovery program;
 - ii. Information about the Commercial Edible Food Generator requirements under 14 CCR Chapter 12 Article 10;
 - iii. Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
 - iv. Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.
 - 4. Company may provide the education information required by this section by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Commercial Businesses.
 - 5. Company shall cooperate with the implementation, expansion, or operation of Food Recovery efforts in the City, Food Recovery Organizations, and/or Food Recovery Services.
- f) Site Visits and Waste Assessments.
- 1. Company will include an outreach and technical assistance plan in the AB 341, AB 827, AB 1826, and SB 1383 Implementation Plan identifying the site visit schedule for which to send a Company representative to visit each Multi-Family and Commercial Generator's Premises for the purpose of assessing how much Source Separated Recyclable Materials and SSGCOW is being Disposed; assessing Source Separated Recyclable Materials and SSGCOW Collection service level needed to meet the requirements of SB 1383, and encouraging all Generators to establish Source Separated Recyclable Materials and SSGCOW Collection service beginning February 1, 2023, when mandatory service is required. Company shall also notify Customers of opportunities to reduce costs by enrolling in Source Separated Recyclable Materials and SSGCOW Collection service and reducing Gray/Black Container Waste/Mixed Waste Collection service. Company shall contact Multi-Family and Commercial Customers and provide site visits according to the City-approved schedule. Company will also provide a site visit to any Multi-Family and Commercial Generator that requests a site visit, even if it is ahead of schedule. Any internal Recycling programs or third-party Recycling programs that Company encounters while conducting Customer site visits shall be documented using a City-approved electronic reporting form and

provided in an electronic format such as a cloud-based file-sharing system that can be accessed by City or its representatives.

2. Beginning February 1, 2023, and annually thereafter, Company representative shall follow-up with Multi-Family and Commercial Generators who are required to participate in Source Separated Recyclable Materials and SSGCOW Collection service under Applicable Law, including but not limited to AB 341, AB 1826, and SB 1383. Company shall ensure that these Generators are participating in the Source Separated Recyclable Materials and SSGCOW Collection Service. If the Generator is not in compliance or not participating, the representative shall assist the Customers with selecting appropriate Containers and Container sizing, identifying acceptable Organic Waste collection services as set forth, and attempt to resolve any logistical barriers to providing Source Separated Recyclable Materials and SSGCOW Collection service.
3. Company shall provide ongoing, on-site training for Commercial Generators' staff, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and Multi-Family Customers' staff, including but not limited to: the property manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle discarded materials processes.
4. For each on-site waste assessment conducted by Company, Company shall include documentation of the items listed below. City reserves the right to request Company's documentation of additional information and shall authorize the format for required information.
 - i. Pictures of material in all Containers
 - ii. Characteristics of the property, business, and Generator type
 - iii. Written recommendations for the appropriate service Level for each material type
 - iv. Provision of outreach and education materials appropriate to the Generator type
 - v. Determination of signage placement
 - vi. Determination of any on-going training needs
 - vii. Determination of any access needs

- viii. Documentation of any special service needs, (such as, but not limited to, seasonal, automated on-call compactor, etc.)
- ix. Documentation of records of communications with the Generator

4.26 Auto-Enrollment of Residential, Commercial, and Multi-Family Customers in Source Separated Refuse, Recycling, and Organic Waste Collection Services

Consistent with Applicable Law, City shall require the owner of each Commercial Premises and Multiple Unit Dwelling in the City, where Refuse, Recycling, Household Hazardous Waste or Infectious Waste is produced, to subscribe to the Refuse, Recycling and Organics collection service provided for in this Agreement and applicable provisions of the Compton Municipal Code, Company shall provide the services to all Premises specified in this Agreement at the rates specified in Exhibit A. City directs that Company automatically enroll any new or unsubscribed Residential, Commercial and Multiple Dwelling Customers in Refuse, Recycling and Organics collection services pursuant to applicable provisions of the Municipal Code. The work to be done by Company pursuant to this Agreement shall include the furnishing of all supervision, labor, materials, tools, equipment, expertise and any other items necessary to perform the services in the City described herein. Such work shall be accomplished in a thorough and workmanlike manner. Company shall not litter any Premises or public property when making collections.

SECTION 4. Article 5 “Other Services” is hereby amended by repealing and restating Section 5.1.1 in its entirety and adding new Sections 5.5, 5.6, 5.7, and 5.8 to read, respectively, as follows:

5.1.1 Monthly Billings and Payment -Residential and Commercial Customers

City shall Bill Single-Family Residential Customers and Multi-Family Customers without Bin service. Effective July 1, 2023, City shall commence billing such Customers annually for services provided monthly by placing all such accounts on the County’s secured Tax Roll for collection. City shall take all required steps prior to July 1, 2023 to ensure all Residential and Multi Family accounts are placed on the County’s secured tax roll for billing the services pursuant to this Agreement. City's arrangement for and securing tax roll Billings shall not give rise to any inference of a joint venture or partnership with Company. Notwithstanding the July 1, 2023 effective date of commencement of Residential and Multi Family billing on the County’s secured tax roll, any amounts remaining due to Company for services rendered prior to and including June 30, 2023 shall be and remain the responsibility of City to pay to Company. City shall pay such amounts due to Company, and thereafter take all steps necessary or convenient to City to place any and all delinquent Residential and Multi Family accounts on the County’s 2023-24 tax roll for collection as a delinquent account.

City shall remit to Company payment for services rendered to Residential Customers within 35 days of each month end closing.

Company shall pay to City the Franchise Fee in accordance with section 3.1.1 above. City shall withhold from revenues payable by City to Company an Administrative Fee to the City as required by section 3.1.2 of this Agreement. This amount shall be increased on the same schedule as authorized by Section 6.2, Schedule of Future CPI Adjustments, of this agreement.

Commencing on August 1, 2019 or September 1, 2019, at the direction of the City Manager provided Company has provided three advance notices by mail to affected Customers of the new Billing arrangement, Company shall commence Billing all other Customers, with Multi-Family Residential Customers Billed monthly or quarterly, no sooner than the first day of the month or quarter for which services are being Billed, and Commercial Customers Billed monthly, no sooner than the first day of the month for which services are being Billed. Payment will not be considered delinquent if received on or before 30 days after Billing. Upon a payment becoming delinquent, Company shall notify the Customer that the invoice is overdue and that non-payment will result in further collection action. Amounts Billed by Company shall not exceed the rates set forth in the Rate Schedule. Prior to the transition of Billing to Company, City shall Bill all Customers and remit revenues to Company pursuant to the preceding paragraphs.

Bills to Residential Customers shall be for all classifications of services and will show the aggregate amount, unless otherwise specified by City.

The City shall directly and separately bill Customers for those miscellaneous services and items (i.e., non-monthly services) that Company provides upon Customer request, and will remit payment to Company for such services and items within 35 days of the following month end closing.

5.5 SB 1383 Contamination Monitoring and Enforcement.

- a) Company shall institute a contamination minimization program which will include:
 - 1. Route Reviews/Container Inspections: Carts shall be randomly selected and inspected along each route on a periodic basis in accordance with section 5.7 below;
 - 2. Notifications to Customers: Cart tags will be issued to inform Customers of proper material separation requirements and observed contamination;
 - 3. Contamination Fee: A Contamination Fee will be charged to Residential and Commercial Customers with contaminated carts or dumpsters identified through routine periodic monitoring in accordance with section 5.7 below.

- b) Inspection Program. Company shall implement a container inspection program in compliance with the requirements of SB 1383. Company shall perform contamination inspections with Company's personnel on Collection vehicles, and periodic route reviews. Collection vehicle personnel may conduct contamination inspections lifting the Container lid and observing the contents. Additionally, route reviews will be conducted by a dedicated Recycling Coordinator and a dedicated Route Auditor who will perform contamination monitoring, lifting Container lids and observing Container contents for evidence of contamination.
- c) Record Keeping. The driver or other Company representative shall record each event of identification of Prohibited Container Contaminants in a written log, the on-board computer system, or a cloud-based reporting software including date, time, Customer's address, type of Container (Blue, Green, or Gray or Black Container); and maintain photographic evidence, if required. Company shall submit this record to Company's Customer service department, and Company's Customer service department shall update the Customer's account record to note the event, if the documentation of the on-board computer system did not automatically update the Customer's account record.
- d) Identification of Excluded Waste. If Company's personnel observe Excluded Waste in an uncollected Container, Company's personnel shall record that observation and immediately inform their route supervisor. The route supervisor shall investigate and initiate applicable action within one (1) Business Day or sooner if the Hazardous Waste may cause immediate danger.
- e) Courtesy Pick-Up Notices. Upon identification of Prohibited Container Contaminants in a Customer's Container, Company shall provide the Customer with a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the Customer of the observed presence of Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Containers; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that on any subsequent instances, Company may assess Contamination fees. Company shall collect the contaminated Container contents for transport to the appropriate Approved/Designated Facility for Disposal/ Processing.
- f) Notice of Assessment of Contamination Fees. On the third issuance of a courtesy notice as set forth in section (e) above, Company may impose a contamination fee. Company shall leave a contamination fee notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, may deliver the notice by mail, e-mail or text message. The

contamination fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination fee on its next bill.

5.6 On-going Contamination Monitoring by Route Personnel

Company shall assist on an on-going basis in minimizing contamination by helping to educate Customers on acceptable and non-acceptable materials through ongoing education and outreach efforts and through on-going monitoring of the contents of Collection Containers. Company shall provide education and outreach materials in English and Spanish languages. The on-going Container monitoring shall be performed by Company using the method described in Section 5.09.

5.7 Prescribed Contamination Monitoring

Company will implement Physical Container Inspections to comply with the requirements of this Section.

- a) Methodology and Frequency. Commencing on or after February 1, 2023, Company shall, at its sole expense, conduct hauler route reviews for Prohibited Container Contaminants in Containers in a manner that is deemed safe by Company; is approved by City; and is conducted in a manner that results in all hauler routes being reviewed annually or more frequently. Company shall conduct hauler route reviews that include inspection of the contents of Blue, Green, and Gray/Black Containers for Prohibited Container Contaminants in a manner that a minimum of five percent (5%) of accounts on each and every hauler route are randomly inspected annually. Company shall develop a hauler route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b).
- b) Noticing of Generators with Contamination, and Disposal of Materials. Upon finding Prohibited Container Contaminants in a Container, Company shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 5.07.

5.8 Inspection and Enforcement

- a) Annual Compliance Reviews.
 - 1. General. Company shall perform compliance reviews described in this Section commencing February 1, 2023 and at least annually thereafter, unless otherwise noted.
 - 2. Commercial Generator Compliance Reviews. Company shall complete a compliance review of all Multi-Family and Commercial Customers that generate two (2) cubic yards or more per week of

Solid Waste, including Organic Waste to determine their compliance with: (i) Generator requirements under the City's Collection program; and, (ii) if applicable for the Generator, Self-Hauling requirements per 14 CCR Section 18988.3 and Section 21-1.7(b) of the Compton Municipal Code, including whether a Commercial Business is complying through Self-hauling of SSBCOW and SSGCOW. The compliance review shall mean a "desktop" review of records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service; however, City may request that Company perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.

3. Annual Hauler Route Review. Beginning January 1, 2023, and annually thereafter, Company shall conduct annual hauler route reviews of Commercial, Multi-Family, and Single-Family Generators for compliance with City's Organic Waste collection program and Container contamination monitoring. These hauler route reviews may be performed concurrently with the contamination monitoring hauler route reviews, provided that Company documents a reasonable sampling of Generators for which compliance with City's Organic Waste collection program during the hauler route review was assessed.
 4. Food Recovery Compliance Reviews. Commencing January 1, 2023, and at least annually thereafter, Company shall conduct inspections of Tier One Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services to assess compliance with the requirements of 14 CCR Chapter 12 Article 10.
- b) Generator Waiver Inspections. Company shall verify Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once per calendar year from the date of issuance of the waiver.
- c) Compliance Review Process.
1. Number of Reviews. Commencing January 1, 2023, Company shall conduct a sufficient number of compliance reviews, hauler route reviews, and inspections of entities on a calendar year basis to adequately determine the entities' overall compliance with SB 1383, AB 1826, AB 341, and Chapter 21 of the Compton Municipal Code. City reserves the right to require additional inspections, if City determines that the amount of inspections conducted by Company is insufficient. City may require Company to prioritize inspections of entities that City determines are more likely to be out of compliance

2. Non-Compliant Entities. From January 1, 2023, through December 31, 2032, when compliance reviews are performed by Company, Company shall provide educational materials in response to violations. Company shall provide these educational materials to the non-compliant Customers and Generators within five (5) working days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or hauler route review. Company shall document the non-compliant Customers and Generators and the date and type of education materials provided and report such information to City.
3. Documentation of Inspection Actions. Company shall generate a written and/or electronic record and maintain documentation for each inspection, hauler route review, and compliance review conducted.

SECTION 5. Article 6 “Company Compensation And Rates” is hereby amended by adding new Section 6.1.1 and 6.1.2 and repealing and restating Section 6.2 in its entirety to read, respectively as follows:

6.1.1 New residential, multi-family and commercial refuse, recycling and organics service rates.

City approves new agreed upon service rates (effective January 1, 2023) per Exhibit 1. Rate Schedule.

6.1.2 Bundled Service Rates.

Commercial/multi-family customers shall be subscribed to a bundled rate for services, including organics collection services, with the following service levels included in the bundled rate:

- Any size MSW container/frequency
- 1 x 96-gallon recycle 1 x per week
- 1 x 64-gallon organics 1 x per week

Any additional quantities of carts and/or frequencies will have an additional standalone rate above the default bundled rate

Any customer with recycling and/or organics bin service will also be subject to a bundled rate for the basic collection services, with an incremental charge or rate applying to additional containers and/or increased levels of service above the default bundled rate.

6.2 Schedule of Future CPI Adjustments.

If Company is fully and timely satisfying its Performance Obligations on each following July 1st, except for July 1, 2023:

Effective July 1, 2020 and each July 1st thereafter during the Term except for July 1, 2023, including any extended Term, Company shall be entitled to an adjustment of maximum rates set forth in Exhibit 1 for changes in the Consumer Price Index for All Urban Consumers, Water, Sewer and Trash (WST) collection services, Series ID #CUSR0000SEI-IG (“CPI”) for the twelve month period ending in April prior to the July 1 rate increase date in an amount not to exceed five percent (5.0%). Prior to each June 1st, beginning June 1, 2020 during the Term except for July 1, 2023, including any extended Term, Company shall submit rate increase data necessary to support the CPI adjustment to the maximum rates set forth in Exhibit 1 to the City Manager in person or via email or certified mail. The City Manager shall review the rate adjustment data submitted by Company, and the City Manager shall authorize the CPI rate adjustment in accordance with this section and Exhibit 1 if the CPI information submitted is determined accurate. Rate adjustments shall be effective July 1st of each year. Company shall provide notice of any CPI adjustment in its regular Billing statements not less than 30 days prior to the effective date of the adjustment.

6.2.1 Proposition 218 Remedy.

In the event that any rate adjustments provided for in section 6.1 or which may be requested as set forth in Section 6.3 below are not implemented by City solely by reason of a 50% protest lawfully lodged with City in accordance with the requirements of Proposition 218, Company may, in its sole discretion, either: 1) accept that the rates will remain at the rates in effect prior to the scheduled adjustment or the requested rate increase, or 2) request in writing that the City negotiate in good faith regarding reductions in programs, services, or fees under this Agreement to accommodate any materially adverse financial impact on Contractor’s ability to provide any Collection Services under the Agreement that has been caused by the failure to approve the adjustment. If the City fails to commence negotiations in good faith or good faith negotiations are not completed within forty-five (45) days of Contractor’s request, Contractor may terminate this Agreement upon six (6) months written notice to the City.

SECTION 6. Exhibit 1 “Rate Schedule” is hereby deleted in its entirety and replaced with a revised Exhibit 1, Rate Schedule, attached hereto and incorporated by this reference as though fully set forth herein.

SECTION 7. Article 8 “Records, Reports and Information Requirements” is hereby amended by the addition thereto of new Sections 8.3.1, 8.3.2, and 8.3.3 to read as follows:

8.3.1 SB 1383 Customer Compliance Enforcement Data

Company shall keep and maintain SB 1383 customer compliance enforcement records within a cloud-based system format, and City will be provided access credential to access the customer enforcement action data as may be required for purposes of CalRecycle requests made pursuant to 14 CCR 18995.2.

8.3.2 SB 1383 Customer Outreach Records

Company shall keep and maintain SB 1383 customer outreach records within a cloud-based system format, and City will be provided viewer access credentials to access the customer outreach data as may be required for purposes of CalRecycle requests made pursuant to 14 CCR 18988.4.

8.3.3 SB 1383 Data Reporting.

- a) Company shall assist City with SB 1383 initial CalRecycle compliance reporting by providing compliance data needed for City generated reports to CalRecycle in accordance with 14 CCR 18994.2.
- b) Company shall assist City with SB 1383 annual CalRecycle compliance reporting by providing compliance data needed for City-generated Annual compliance report to CalRecycle in accordance with 14 CCR 18994.2.

SECTION 8. Article 12 “Other Agreements of the Parties” is hereby amended by adding a new Section 12.16 to read as follows:

Company shall cooperate with City in Solid Waste disposal characterization studies and waste stream audits and shall implement measures adequate to achieve the diversion goals set forth in this Agreement utilizing the CalRecycle per capita disposal and goal measurement system, expressed as pounds per person per day. The emphasis will be on program implementation, actual recycling, and other diversion programs in lieu of estimated diversion percentages. During the Term of this Agreement, Company, at no expense to City, shall submit to City all relevant information and reports required to meet the reporting obligations imposed by CalRecycle under the Act, as amended. Company agrees to submit such reports and information by email or on computer discs, in a format acceptable to City at no additional charge, if requested by City. Company shall maintain adequate records, and corresponding documentation, of information required by this Agreement, such that Company is able to produce accurate monthly, quarterly and annual reports, and is able to provide records to verify such reports. Company will make these

records available and provide to City any record or documentation necessary for City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 901, SB 1383, and other current or future federal, State, or local regulations, as amended. Upon request by City, Company shall provide access to Company's requested records in a timely manner, not to exceed ten (10) Business Days from the time of City's request to Company.

SECTION 9. Interpretation

In the event of any conflict between this Second Amendment and the Franchise Agreement, this Second Amendment shall govern. Section headings in this Second Amendment are for convenience only and shall not be used in the interpretation of this Second Amendment. This Second Amendment may be executed in counterparts and/or by electronic signature (e.g. DocuSign). As used in this Second Amendment, "including" and its variants mean "including without limitation."

SECTION 10. Future Changes.

The Parties acknowledge that future changes to this Second Amendment or the Agreement may be desirable to assist the Parties with their respective compliance obligations under the SB 1383 Regulations or subsequent amendments thereto or interpretations thereof. The Parties agree to negotiate any such proposed changes in good faith. The foregoing shall not be deemed to limit either Party's rights or remedies under the Agreement.

SECTION 11. Continuing Effect of Agreement.

Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment to the Agreement.

SECTION 12. Affirmation of Agreement; Warranty Re Absence of Defaults.

City and Company each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each Party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each Party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation. Company represents and warrants to City that, as of the date of this Second Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the going of notice, or both, would constitute a material default under the Agreement. City represents and warrants to Company that, as of the date of this Second Amendment, Company is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

SECTION 13. Adequate Consideration.

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

SECTION 14. Authority.

The persons executing this Second Amendment on behalf of the respective Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said Party, (iii) by so executing this Second Amendment, such Party is formally bound to the provisions of the Agreement as amended, and (iv) the entering into this Second Amendment does not violate any provision of any other agreement to which said Party is bound.

SECTION 15. Recitals Material.

The Parties agree that the Recitals above are material and are incorporated herein as part of this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as of the date first indicated above.

CITY

City of Compton,
a Municipal Corporation

By: _____
Thomas Thomas, City Manager

COMPANY

Consolidated Disposal Service, LLC,
a Delaware limited liability company

By: _____
[PRINTED NAME]
[TITLE]

By: _____
[NAME]
[TITLE]

ATTEST:

By _____
Alita Godwin, City Clerk

APPROVED AS TO FORM:

By: _____
Eric Perrodin, City Attorney

APPROVED AS TO FORM:

By: _____
Counsel for Company

November 22, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE SOLID WASTE AND RECYCLING SERVICE RATE INCREASE AND MAKING A FINDING THAT THE FOREGOING ACTIONS ARE EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

SUMMARY

The purpose of this item is to hold a public hearing in compliance with State law to consider a rate increase for solid waste and recycling services in the City of Compton.

Staff recommends that the City Council open the public hearing, hear and consider all oral and written statements, protests, objections, or other communications made or filed with respect to proposed increases to solid waste collection rates. At the conclusion of the public hearing, staff recommends that the City Council approve and adopt the resolution for Solid Waste Collection and Recycling Service Rate Increase.

BACKGROUND

In September 2016, then Governor Jerry Brown signed into law SB1383 and the final regulations implementing SB1383 were approved on November 3, 2020. SB 1383 establishes methane emissions reduction targets statewide to reduce emissions of short-lived climate pollutants in various sectors of California's economy.

Effective January 1, 2022, SB 1383 regulations went into effect, which mandates that the state of California reduce organic waste by 75%, and recover 20% of edible food by January 2025. The state mandate is an unfunded cost to the City, and requires enforceable organic waste collection service, which will allow food waste to be collected in residential green waste containers. Consequently, green waste and food waste will no longer be allowed to be disposed of in the landfill. The process to divert green waste and food waste is subject to mandatory processing causing a significant increase in cost to handle the material.

Additionally, SB 1383 mandates waste haulers to undertake new measures to reduce contamination, educate waste generators, procure recycled products with organics content, track and report on recycling participation, and assist local jurisdictions with enforcement of the State's recycling requirements.

In order to comply with Prop 218, which requires certain noticing for rate increases, the City sent public notice of the rate increase to all property owners in the City, and noticed the item twice in the Compton Bulletin.

STATEMENT OF THE ISSUE

In order to establish full implementation of SB 1383 Regulations, and address other solid waste issues, staff recommends that the City Council adopt a rate increase as described below:

Rate Increase

The City is proposing an increase to the solid waste collection services rates to cover the cost of the services provided under the amended agreement with Republic Services. Single family and multi-family dwellings with cart service are charged a monthly base rate, which includes a refuse cart, a recycling cart, and a green waste cart, which will now include food waste. Customers may choose to take additional carts for an additional charge. Multi-family dwellings and Commercial properties with bin service are charged a monthly base rate based on the number, size of bin(s), and the number of weekly pick-ups.

The City's solid waste rates were last adjusted effective July 1, 2022, through an annual rate increase. If approved, the proposed increases will take effect on January 1, 2023. There is no rate increase for 18 months as negotiated with Republic Services. In addition, **the rates will be automatically adjusted to account for inflation on July 1, 2024, July 1, 2025, July 1, 2026 and July 1, 2027.** The annual inflation adjustment is based on the Consumer Price Index (CPI) for All Urban Consumers, Water, Sewer and Trash collection services for the twelve-month period ending in April, prior to the July 1 rate increase. However, the annual inflation adjustment rate increase will not exceed 5% in any given year.

The table below compares the current monthly base rates for typical residential cart and bin services with those proposed for January 1, 2023. For additional miscellaneous rates, see Exhibit A.

CURRENT AND PROPOSED MONTHLY SOLID WASTE SERVICE RATES

	RESIDENTIAL	COMMERCIAL (BIN SERVICE)*
Current Rate	\$26.85	\$231.31
Proposed Rate	\$27.66**	\$283.35**
Increase Amount	\$0.81	\$52.04

*** Price for 1 3YD 1Xwk Refuse Service**

**** Amount will automatically be increased July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027 for the annual inflation adjustment, not to exceed 5% in any given year.**

FISCAL IMPACT

The purpose of solid waste disposal rates and charges is to pay for protecting the public health, safety and general welfare by providing a reliable and adequate means of disposing of solid waste for the residents and businesses of the City of Compton and to pay for the cost of providing such service.

As a result of the new State mandated SB1383, which requires jurisdictions to reduce disposal of organic waste by 75% and recover at least 20% of edible food, the City must require residents and businesses to separate organic waste from other trash to be managed at a facility other than a landfill.

In order to adhere to the new mandate, the City is proposing the increases to the solid waste collection services rates to cover the cost of the services provided under the Second Amendment to the Franchise Agreement.

In order to avoid a detrimental fiscal impact of the new mandate on the City, the City has to pass along these costs to the customers through the rate increase detailed in the second amendment to the franchise agreement, which is otherwise unfunded.

There is no fiscal impact to the City as it relates to the solid waste fee increases. However, the administrative fee collected will be adjusted starting in July 2024, which will increase the amount of fees collected by up to 5% or CPI, whichever is less, on an annual basis. Effective January 1, 2023, the administrative fee shall be \$29,697.48 per month through June 30, 2024.

RECOMMENDATION

Staff recommends that City Council adopt the attached Resolution, which approves increases to the solid waste rates and make a finding that the foregoing actions are exempt from CEQA.

**VICTOR MEZA
GENERAL MANAGER
MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING THE SOLID WASTE AND RECYCLING SERVICE RATE
INCREASE AND MAKING A FINDING THAT THE FOREGOING ACTIONS ARE
EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

WHEREAS, in accordance with SB 1383 Regulations, which went into effect January 1, 2022, the City must require residents and businesses to separate organic waste from other trash to be managed at a facility other than a landfill. In order to accomplish this, all property owners, residents and businesses will be required to enroll in collection services for trash, recycling, and organic waste; and

WHEREAS, Chapter XXI of the Compton Municipal Code (Integrated Waste Management) ("Chapter XXI") establishes standards for the collection, transportation, recycling, processing and disposal of solid waste ("services") and provides for the awarding of franchise agreements and the levy of charges for such services; and

WHEREAS, pursuant to Section 1501 of the Compton City Charter, California Public Resources Code Sections 40059(a)(2), 49300, and 49500-49524, and Section 21-1.3 of the Compton Municipal Code, the City and Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. ("Republic") entered into a 90-day Extension Agreement. The First Amendment to the Amended and Restated Agreement for Solid Waste and Recyclables Materials Handling Services was made and entered into effective October 1, 2022 through December 31, 2022; and

WHEREAS, on November 1, 2022, City Council approved Ordinance #2348 by adding Subchapter 21-3 (Mandatory Organic Waste Disposal Reduction) to Chapter 21 (Integrated Waste Management) of the City of Compton Municipal Code and making a finding of exemption under CEQA; and

WHEREAS, effective January 1, 2022, SB 1383 regulations went into effect, which mandates that the state of California reduce organic waste by 75%, and recover 20% of edible food by January 2025. The state mandate is an unfunded cost to the City which requires to adopt enforceable organic waste collection service, which will allow food waste to be collected in residential green waste containers. Consequently, green waste and food waste will no longer be allowed to be disposed of in the landfill. The process to divert green waste and food waste is subjected to mandatory processing causing the jurisdiction a significant increase in cost to handle the material; and

WHEREAS, SB 1383 mandates waste haulers to undertake new measures to reduce contamination, educate waste generators, procure recycled products with organics content, track and report on recycling participation, and assist local jurisdictions with enforcement of the State's recycling requirements; and

WHEREAS, Republic Services has proposed a compliant SB1383 program by providing a source separated 3-container collection system for both residents and businesses; in addition to commercial food waste only separated containers. Republic is proposing a full-time dedicated Compliance Monitor and other part-time staff that are assigned specifically to the City who will oversee the contamination monitoring, annual route reviews, waiver verification process, compliance/program enrollment monitoring, onsite customer training and education and in-field reporting efforts. Additionally, Republic is proposing to provide a start-up education campaign informing residents and businesses about changes to their collection services and compliance with SB 1383, ongoing annual outreach and education efforts for all City residents and businesses; and an edible food recovery program, which includes education and data collection; and

WHEREAS, the City Council and Republic desire to amend the Existing Agreement, including extending its term until December 31, 2027, as set forth in the proposed agreement with respect to the SB 1383 Regulations and other matters, including modifying the method to calculate rate increases for increased costs due to inflation; and

WHEREAS, City staff mailed and posted a notice consistent with the provisions of Proposition 218 and Government Code Section 53755 to all recorded owners within the City at the addresses as they appear on the latest equalized assessment roll.

WHEREAS, in order to compensate Republic for the cost of providing services, as described above, Republic has also requested the City Council to approve rate increases for all properties and the City Council will hold a public hearing on the proposed rate increases in accordance with the requirements of Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, *et seq.*); and

WHEREAS, at the public hearing, the City Council shall also consider amendments to the Existing Agreement,

WHEREAS, the City Council finds that the foregoing actions are exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That each of the above recitals is true and correct and is adopted by the City Council.

Section 2. That the rate increase for solid waste hauling services in the City of Compton as follows, with new miscellaneous rates provided in Attachment A, is hereby adopted by the City Council in compliance with Proposition 218:

	RESIDENTIAL	COMMERCIAL (BIN SERVICE)*
Current Rate	\$26.85	\$231.31
Proposed Rate	\$27.66**	\$283.35**
Increase Amount	\$0.81	\$52.04

* Price for 1 3YD 1Xwk Refuse Service

** Amount will automatically be increased July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027 for the annual inflation adjustment, not to exceed 5% in any given year.

Section 3. That the City Clerk is hereby authorized and directed to publish this Resolution at least once within 10 days of its passage in the official newspaper, and to provide such other notice of the public hearing and the Report in the time and manner required by law.

ADOPTED this _____ day of _____, 2022

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2022.

That said resolution was adopted by the following vote, to wit:

AYES: Council Members-
NOES: Council Members-
ABSENT: Council Members-
ABSTAIN: Council Members-

CITY CLERK OF THE CITY OF COMPTON

EXHIBIT A: RATES BEGINNING JANUARY 1, 2023

Residential Cart Service

Residential - Monthly Rate	Rate
Cart Service - One each Refuse, Recycling and Greenwaste cart	\$ 27.66
Additional Refuse Cart	\$ 20.75
Additional Recycling Cart	\$ 10.35
Additional Greenwaste Cart	\$ 12.46
"Go-Back" Fee; Per Occurrence Charge	\$ 12.10
Additional Bulky Item Pickups (in excess of one per quarter); per item charge	\$ 15.10
Temp Party Rental	Rate
"Party Rentals" - Temporary Extra Refuse Cart; per occasion charge - Weekly Rental Charge	\$ 30.26

Other Service	Rate
Additional Special Overage Pickup for Automated Cart Customers	N/A
Multi-Family Bulky Item - Single Pickup	\$ 8.08
Multi-Family Bulky Item (up to Six Items)	\$ 32.24
Multi-Family Bin Pushout/Scout Service (More than 15 feet)	\$ 24.19
Contaminated Recycling or Organics Cart - Per Cart, Per Occurrence	\$ 38.89

Commercial/Multi-Family Service																				
Refuse				Recycling				Organics												
PICK UP/WEEK		2-YARD	Locking Lids	Pushout/Scout Service (More than 15 feet)	PICK UP/WEEK		1-YARD	Locking Lids	Pushout/Scout Service (More than 15 feet)	PICK UP/WEEK		1-YARD	Locking Lids	Pushout/Scout Service (More than 15 feet)						
1	\$	234.02	\$	11.23	\$	26.98	1	\$	126.37	\$	11.23	\$	26.98	1	\$	168.50	\$	11.23	\$	26.98
2	\$	342.73	\$	18.01	\$	26.98	2	\$	185.08	\$	18.01	\$	26.98	2	\$	246.76	\$	18.01	\$	26.98
3	\$	426.57	\$	24.75	\$	26.98	3	\$	230.35	\$	24.75	\$	26.98	3	\$	307.13	\$	24.75	\$	26.98
4	\$	530.22	\$	31.47	\$	26.98	4	\$	286.32	\$	31.47	\$	26.98	4	\$	381.76	\$	31.47	\$	26.98
5	\$	609.25	\$	38.24	\$	26.98	5	\$	329.00	\$	38.24	\$	26.98	5	\$	438.66	\$	38.24	\$	26.98
6	\$	717.35	\$	44.98	\$	26.98	6	\$	387.37	\$	44.98	\$	26.98	6	\$	516.49	\$	44.98	\$	26.98
EXTRA PICK UP		\$	67.46	N/A	N/A	EXTRA PICK UP		\$	36.43	N/A	N/A	EXTRA PICK UP		\$	48.57	N/A	N/A			
PICK UP/WEEK		3-YARD	Locking Lids	Pushout Service (More than 15 feet)	PICK UP/WEEK		2-YARD	Locking Lids	Pushout/Scout Service (More than 15 feet)	PICK UP/WEEK		2-YARD	Locking Lids	Pushout/Scout Service (More than 15 feet)						
1	\$	283.35	\$	11.23	\$	26.98	1	\$	140.41	\$	11.23	\$	26.98	1	\$	187.22	\$	11.23	\$	26.98
2	\$	411.81	\$	18.01	\$	26.98	2	\$	205.64	\$	18.01	\$	26.98	2	\$	274.18	\$	18.01	\$	26.98
3	\$	530.22	\$	24.75	\$	26.98	3	\$	255.94	\$	24.75	\$	26.98	3	\$	341.26	\$	24.75	\$	26.98
4	\$	638.89	\$	31.47	\$	26.98	4	\$	318.13	\$	31.47	\$	26.98	4	\$	424.18	\$	31.47	\$	26.98
5	\$	737.61	\$	38.24	\$	26.98	5	\$	365.55	\$	38.24	\$	26.98	5	\$	487.40	\$	38.24	\$	26.98
6	\$	861.06	\$	44.98	\$	26.98	6	\$	430.41	\$	44.98	\$	26.98	6	\$	573.88	\$	44.98	\$	26.98
EXTRA PICK UP		\$	67.46	N/A	N/A	EXTRA PICK UP		\$	40.48	N/A	N/A	EXTRA PICK UP		\$	53.97	N/A	N/A			
PICK UP/WEEK		4-YARD	Locking Lids	Pushout Service (More than 15 feet)	PICK UP/WEEK		3-YARD	Locking Lids	Pushout Service (More than 15 feet)	PICK UP/WEEK		3-YARD	Locking Lids	Pushout Service (More than 15 feet)						
1	\$	350.95	\$	11.23	\$	26.98	1	\$	170.01	\$	11.23	\$	26.98	1	\$	226.68	\$	11.23	\$	26.98
2	\$	489.22	\$	18.01	\$	26.98	2	\$	247.09	\$	18.01	\$	26.98	2	\$	329.45	\$	18.01	\$	26.98
3	\$	632.42	\$	24.75	\$	26.98	3	\$	318.13	\$	24.75	\$	26.98	3	\$	424.18	\$	24.75	\$	26.98
4	\$	750.97	\$	31.47	\$	26.98	4	\$	383.33	\$	31.47	\$	26.98	4	\$	511.11	\$	31.47	\$	26.98
5	\$	869.38	\$	38.24	\$	26.98	5	\$	442.57	\$	38.24	\$	26.98	5	\$	590.09	\$	38.24	\$	26.98
6	\$	1,107.50	\$	44.98	\$	26.98	6	\$	516.64	\$	44.98	\$	26.98	6	\$	688.85	\$	44.98	\$	26.98
EXTRA PICK UP		\$	71.97	N/A	N/A	EXTRA PICK UP		\$	40.48	N/A	N/A	EXTRA PICK UP		\$	53.97	N/A	N/A			
PICK UP/WEEK		6-YARD	Locking Lids	Pushout Service (More than 15 feet)	PICK UP/WEEK		4-YARD	Locking Lids	Pushout Service (More than 15 feet)	PICK UP/WEEK		4-YARD	Locking Lids	Pushout Service (More than 15 feet)						
1	\$	464.54	\$	11.23	\$	26.98	1	\$	210.57	\$	11.23	\$	26.98	1	\$	280.76	\$	11.23	\$	26.98
2	\$	648.87	\$	18.01	\$	26.98	2	\$	293.53	\$	18.01	\$	26.98	2	\$	391.38	\$	18.01	\$	26.98
3	\$	810.13	\$	24.75	\$	26.98	3	\$	379.45	\$	24.75	\$	26.98	3	\$	505.94	\$	24.75	\$	26.98
4	\$	968.17	\$	31.47	\$	26.98	4	\$	450.58	\$	31.47	\$	26.98	4	\$	600.78	\$	31.47	\$	26.98
5	\$	1,121.24	\$	38.24	\$	26.98	5	\$	521.63	\$	38.24	\$	26.98	5	\$	695.50	\$	38.24	\$	26.98
6	\$	1,318.76	\$	44.98	\$	26.98	6	\$	664.50	\$	44.98	\$	26.98	6	\$	886.00	\$	44.98	\$	26.98
EXTRA PICK UP		\$	71.97	N/A	N/A	EXTRA PICK UP		\$	43.18	N/A	N/A	EXTRA PICK UP		\$	57.58	N/A	N/A			
PICK UP/WEEK		Commercial 96-Gallon Carts: per Cart	PICK UP/WEEK		6-YARD	Locking Lids	Pushout Service (More than 15 feet)	PICK UP/WEEK		6-YARD	Locking Lids	Pushout Service (More than 15 feet)								
1	\$	59.22	1	\$	278.72	\$	11.23	\$	26.98	1	\$	371.63	\$	11.23	\$	26.98				
2	\$	74.08	2	\$	389.32	\$	18.01	\$	26.98	2	\$	519.10	\$	18.01	\$	26.98				
3	\$	108.58	3	\$	486.08	\$	24.75	\$	26.98	3	\$	648.10	\$	24.75	\$	26.98				
4	\$	137.85	4	\$	580.90	\$	31.47	\$	26.98	4	\$	774.54	\$	31.47	\$	26.98				
5	\$	167.81	5	\$	672.74	\$	38.24	\$	26.98	5	\$	896.99	\$	38.24	\$	26.98				
6	\$	182.66	6	\$	791.26	\$	44.98	\$	26.98	6	\$	1,055.01	\$	44.98	\$	26.98				
EXTRA PICK UP				\$	43.18	N/A	N/A	EXTRA PICK UP			\$	57.58	N/A	N/A						
PICK UP/WEEK		Commercial 95-Gallon Recy Carts: per Cart	PICK UP/WEEK		Commercial 64-Gallon Organics Carts: per Cart															
1	\$	-	1	\$	-															
2	\$	-	2	\$	-															
3	\$	-	3	\$	-															
4	\$	-	4	\$	-															
5	\$	-	5	\$	-															
6	\$	-	6	\$	-															

Temporary Bin Service		Rate
Temporary Bin Service - Four Yard Container, per Collection, Delivery Included		\$ 213.95
Each Additional Pickup - Temp Bin Service		\$ 65.43

Other Service		Rate
Bin Cleaning (in Excess of one Free per Year) - Per Bin		N/A
Commercial/Multi-Family Bulky Item - Single Item Pickup		\$ 8.08
Commercial/Multi-Family Bulky Item - Up to 6 Items		\$ 32.24
Contaminated Recycling Bin, Per Bin, Per Occurrence		\$ 61.11
Contaminated Organics Bin, Per Bin, Per Occurrence		\$ 83.33
Contaminated Recycling or Organics Cart - Per Cart, Per Occurrence		\$ 38.89
Extra Yards		\$ 33.33

Industrial Roll Off Service

Perm Roll-Off Box Pull Charge	Rate
Rate per pull, All standard sizes (including container rental, except lowboys and Greenwaste)	\$ 559.89
Rate per pull, Compactors (excluding compactor rental)	\$ 559.89
Tonnage Charge, per ton (all boxes, except lowboy and Greenwaste)	\$ 123.08
Temporary Roll Off Box - Greenwaste 20 YD - 3 Tons Limit	\$ 341.35
Temporary Roll Off Box - Greenwaste 40 YD - 6 Tons Limit	\$ 591.71
Tonnage Charge per ton, Over Tons Limit	\$ 100.47

Temp Roll-Off Box Pull Charge and COD	Rate
Temporary Roll Off Box - 10 YD Lowboy for C&D - 5 Tons Limit	\$ 748.27
Temporary Roll Off Box - 20 YD to 40YD - 5 Tons Limit	\$ 748.27
Tonnage Charge per ton, Over Tons Limit	\$ 91.35

Other Service	Rate
Tile Hoppers - per pick up	\$111.71

Commercial/Multi-Family Service - Compactor

Refuse

PICK UP/WEEK	2-YARD	Pushout/Scout Service (More than 15 feet)
1	\$ 460.00	\$ 26.98
2	\$ 754.33	\$ 26.98
3	\$ 1,049.83	\$ 26.98
4	\$ 1,344.61	\$ 26.98
5	\$ 1,639.39	\$ 26.98
6	\$ 1,934.16	\$ 26.98
EXTRA PICK UP	\$ 168.65	N/A

Recycling

PICK UP/WEEK	2-YARD	Pushout/Scout Service (More than 15 feet)
1	\$ 276.00	\$ 26.98
2	\$ 452.60	\$ 26.98
3	\$ 629.90	\$ 26.98
4	\$ 806.76	\$ 26.98
5	\$ 983.63	\$ 26.98
6	\$ 1,160.49	\$ 26.98
EXTRA PICK UP	\$ 101.19	N/A

Organics

PICK UP/WEEK	2-YARD	Pushout/Scout Service (More than 15 feet)
1	\$ 368.00	\$ 26.98
2	\$ 603.46	\$ 26.98
3	\$ 839.86	\$ 26.98
4	\$ 1,075.69	\$ 26.98
5	\$ 1,311.51	\$ 26.98
6	\$ 1,547.32	\$ 26.98
EXTRA PICK UP	\$ 134.92	N/A

PICK UP/WEEK	3-YARD	Pushout Service (More than 15 feet)
1	\$ 547.50	\$ 26.98
2	\$ 918.96	\$ 26.98
3	\$ 1,290.37	\$ 26.98
4	\$ 1,661.78	\$ 26.98
5	\$ 2,033.19	\$ 26.98
6	\$ 2,404.58	\$ 26.98
EXTRA PICK UP	\$ 168.65	N/A

PICK UP/WEEK	3-YARD	Pushout/Scout Service (More than 15 feet)
1	\$ 328.50	\$ 26.98
2	\$ 551.38	\$ 26.98
3	\$ 774.22	\$ 26.98
4	\$ 997.07	\$ 26.98
5	\$ 1,219.91	\$ 26.98
6	\$ 1,442.75	\$ 26.98
EXTRA PICK UP	\$ 101.19	N/A

PICK UP/WEEK	3-YARD	Pushout/Scout Service (More than 15 feet)
1	\$ 438.00	\$ 26.98
2	\$ 735.17	\$ 26.98
3	\$ 1,032.30	\$ 26.98
4	\$ 1,329.42	\$ 26.98
5	\$ 1,626.55	\$ 26.98
6	\$ 1,923.67	\$ 26.98
EXTRA PICK UP	\$ 134.92	N/A

PICK UP/WEEK	4-YARD	Pushout Service (More than 15 feet)
1	\$ 630.57	\$ 26.98
2	\$ 1,079.08	\$ 26.98
3	\$ 1,527.56	\$ 26.98
4	\$ 1,976.04	\$ 26.98
5	\$ 2,424.52	\$ 26.98
6	\$ 2,872.99	\$ 26.98
EXTRA PICK UP	\$ 179.93	N/A

PICK UP/WEEK	4-YARD	Pushout Service (More than 15 feet)
1	\$ 378.34	\$ 26.98
2	\$ 647.45	\$ 26.98
3	\$ 916.53	\$ 26.98
4	\$ 1,185.62	\$ 26.98
5	\$ 1,454.71	\$ 26.98
6	\$ 1,723.79	\$ 26.98
EXTRA PICK UP	\$ 107.96	N/A

PICK UP/WEEK	4-YARD	Pushout Service (More than 15 feet)
1	\$ 504.45	\$ 26.98
2	\$ 863.26	\$ 26.98
3	\$ 1,222.05	\$ 26.98
4	\$ 1,580.83	\$ 26.98
5	\$ 1,939.62	\$ 26.98
6	\$ 2,298.39	\$ 26.98
EXTRA PICK UP	\$ 143.94	N/A

PICK UP/WEEK	6-YARD	Pushout Service (More than 15 feet)
1	\$ 806.58	\$ 26.98
2	\$ 1,409.09	\$ 26.98
3	\$ 2,011.59	\$ 26.98
4	\$ 2,614.10	\$ 26.98
5	\$ 3,216.60	\$ 26.98
6	\$ 3,819.10	\$ 26.98
EXTRA PICK UP	\$ 179.93	N/A

PICK UP/WEEK	6-YARD	Pushout Service (More than 15 feet)
1	\$ 483.95	\$ 26.98
2	\$ 845.45	\$ 26.98
3	\$ 1,206.96	\$ 26.98
4	\$ 1,568.46	\$ 26.98
5	\$ 1,929.96	\$ 26.98
6	\$ 2,291.46	\$ 26.98
EXTRA PICK UP	\$ 107.96	N/A

PICK UP/WEEK	6-YARD	Pushout Service (More than 15 feet)
1	\$ 645.26	\$ 26.98
2	\$ 1,127.27	\$ 26.98
3	\$ 1,609.27	\$ 26.98
4	\$ 2,091.28	\$ 26.98
5	\$ 2,573.28	\$ 26.98
6	\$ 3,055.28	\$ 26.98
EXTRA PICK UP	\$ 143.94	N/A

EXISTING RATES EFFECTIVE JULY 1, 2022

RESIDENTIAL CHARGES

101	Temporary Party Rental	\$30.26
102	Temp 4 Yard bin	\$213.95
103	Temporary Roll-Off	\$748.27
104	Lowboy	\$748.27
105		
106		
107		
108		
109		
110		
111		
112		
113		
114		
115	Greenwaste 20 yard mini - 3 ton limit	\$341.35
116	Greenwaste 40 yard mini - 6 ton limit	\$591.71
117	Additional 64 Gal. Recycling	\$10.05
118	Additional 64 Gal. Greenwaste	\$12.10
119	Additional 95 Gal. Trash	\$20.15
120	Go Back Fee	\$12.10
121	Extra Pick Up	\$15.10
122	4 YD Temp Extra Pick Up	\$65.43

2 CUBIC YARD - BIN SRVC

608	2 cyd. 1 X per week - with wheels	\$191.04
610	2 cyd. 2 X per week - with wheels	\$279.78
612	2 cyd. 3 X per week - with wheels	\$348.22
614	2 cyd. 4 X per week - with wheels	\$432.83
616	2 cyd. 5 X per week - with wheels	\$497.35
618	2 cyd. 6 X per week - with wheels	\$585.59

3 CUBIC YARD - BIN SRVC

620	3 cyd. 1 X per week - with wheels	\$231.31
622	3 cyd. 2 X per week - with wheels	\$336.17
624	3 cyd. 3 X per week - with wheels	\$432.83
626	3 cyd. 4 X per week - with wheels	\$521.54
628	3 cyd. 5 X per week - with wheels	\$602.13
630	3 cyd. 6 X per week - with wheels	\$702.91

4 CUBIC YARD - BIN SRVC

632	4 cyd. 1 X per week - with wheels	\$286.49
634	4 cyd. 2 X per week - with wheels	\$399.36
636	4 cyd. 3 X per week - with wheels	\$516.26
638	4 cyd. 4 X per week - with wheels	\$613.04
640	4 cyd. 5 X per week - with wheels	\$709.70
642	4 cyd. 6 X per week - with wheels	\$904.08

6 CUBIC YARD - BIN SRVC

656	6 cyd. 1 X per week - with wheels	\$379.22
658	6 cyd. 2 X per week - with wheels	\$529.69
660	6 cyd. 3 X per week - with wheels	\$661.33
662	6 cyd. 4 X per week - with wheels	\$790.34
664	6 cyd. 5 X per week - with wheels	\$915.30
666	6 cyd. 6 X per week - with wheels	\$1,076.54

10 Residential Rate

\$26.85

40 GALLON - COMMERCIAL TRASH CART

601	96 Gal. 1 X per week	\$48.34
602	96 Gal. 2 X per week	\$60.47
603	96 Gal. 3 X per week	\$88.64
604	96 Gal. 4 X per week	\$112.53
605	96 Gal. 5 X per week	\$136.99
606	96 Gal. 6 X per week	\$149.11

ROLL OFFS

901	25 cyd. Roll-Off, 5 Ton Limit Per Load	\$457.05
901A	Plus Tonnage	\$100.47
901B	Rental	VOID
902	40 cyd Roll-Off, 5 ton limit, Per Load	\$457.05
902A	Plus Tonnage	\$100.47
902B	Rental	VOID
903	Compactors, Per Load	\$457.05
903A	Plus Tonnage	\$100.47
903B	Rental	VOID
904	Business Owned Compactors, Per Load	\$457.05
904A	Plus Tonnage	\$100.47

920	ICMS Rate per pull - Rolloff Box	\$285.22
921	ICMS Rate per pull - Street Sweeping	\$382.00
922	ICMS Tonnage Charge per ton - MSW	\$72.27

OTHER

905	Tilt Hoppers - per pick up	\$111.71
906	Temp 25 cyd. - 5 ton limit	\$748.27
907	Temp 40 cyd. - 5 ton limit	\$748.27
908	2 & 3 cyd. Extra pick up	\$67.46
909	4, 5, & 6 cyd. Extra pick up	\$71.97
910	Overweight Per Ton	\$91.35
911	Locking Lid 1X per week	\$11.23
912	Locking Lid 2X per week	\$18.01
913	Locking Lid 3X per week	\$24.75
914	Locking Lid 4X per week	\$31.47
915	Locking Lid 5X per week	\$38.24
916	Locking Lid 6X per week	\$44.98
917	Additional Bulk Single P/U	\$8.08
918	Additional Bulk Up to Six Items	\$32.24
919	Scout/Push Out Service	\$26.98

Contamination Recycling	\$	38.56
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