

AMENDMENT NO. 2 TO
AMENDED & RESTATED EXCLUSIVE FRANCHISE AGREEMENT
FOR PROVISION OF SOLID WASTE HANDLING SERVICES

THIS AMENDMENT NO. 2 TO AMENDED & RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR PROVISION OF SOLID WASTE HANDLING SERVICES ("Amendment") is made and entered into as of October 20, 2021 by and between BESTWAY DISPOSAL, INC. dba ADVANCE DISPOSAL ("Franchisee") and CITY OF HESPERIA, a municipal corporation of the State of California ("City"). City and Franchisee are occasionally herein referred to each as a "Party" and collectively as the "Parties".

RECITALS

A. The Parties previously entered into that certain Amended and Restated Exclusive Franchise Agreement for Provision of Solid Waste Handling Services dated February 21, 2012, as amended by Amendment No. 1 dated October 18, 2016 ("Agreement").

B. The Parties seek to establish a City-wide cleanup program commencing September 1, 2021, whereby Franchisee will proactively and in response to notification collect and dispose of illegally dumped solid waste.

C. On July 20, 2021, following a Proposition 218 hearing, the City adopted a rate structure to fund the program, including specialty vehicles, equipment, and staffing.

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are true and correct and are incorporated herein as if set forth in full.
2. **Definitions.** All capitalized terms shall have the same definitions ascribed to them in the Agreement.
3. **Hesperia Environmental Assistance Response Team Program.** A new section 5.14 is hereby added to the Agreement to read in its entirety as follows:

“5.14 Hesperia Environmental Assistance Response Team Program. The City has established a new Hesperia Environmental Assistance Response Team (“HEART”) Program for the collection and disposal of illegally-dumped Solid Waste on public and private property, commencing on September 1, 2021. The HEART Program consists of both proactive and reactive measures. Franchisee shall proactively travel throughout the City to locate and dispose of Solid Waste illegally dumped on private and public property.

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Franchisee shall also respond to telephone calls and electronic communication from City staff and the members of the public reporting new locations of illegal dumping. These reports may be submitted via the HEART software program which will provide the public with the opportunity to report specific illegal dumping locations. Franchisee shall respond to reports made via the HEART program software within 72 hours of report receipt. Franchisee will be responsible for providing a report to the City on a quarterly basis, or upon request, that details the number of reports received through the HEART software, the dates the reports are received, the dates cases are closed, and the number of outstanding cases.

Franchisee shall be responsible for the implementation of the HEART Program including acquiring a specialty vehicle or vehicles equipped to pick up Bulky Waste and other Solid Waste and compacting such waste in the vehicle for disposal. Franchisee shall be solely responsible for the HEART reporting software (purchase and annual license), all other necessary equipment, and for staffing the Program. Franchisee acknowledges that the rate schedule adopted by the City on July 20, 2021 is sufficient to fully fund Franchisee's implementation and operation of the HEART Program.

Franchisee and City shall develop administrative procedures required for the HEART Program and shall agree to such procedures administratively in writing from time to time. Such procedures shall include the method of reporting dumping sites and materials collected, response times, methods of communication between the Parties and residents, areas of focus, timelines and collection routes, abatement warrants for private property, and other issues as may be determined by the Parties.

Annually, and upon hiring of new staff, the Franchisee is required to conduct thorough training of all Customer Service Representatives who may respond to calls and/or complaints regarding the HEART program. Franchisee shall provide training to staff with a focus on customer service, including contractor systems, policies and procedures of the HEART Program, submitting reports of illegal dumping, and the HEART Program software system.

The City reserves the right to require changes to the call routing process and the training and qualifications for Customer Service Representatives if a pattern of inaccurate information or complaints are observed.

The Franchisee shall provide sufficient staffing to meet and execute all requirements of this Agreement. Staffing shall include members responsible for outreach, education, customer training, and reporting. The Franchisee shall provide additional staffing as necessary to meet and execute the requirements of this Agreement. The Franchisee shall have written policies and procedures in place to guide recruiting and retaining the best human resources available.

Trained company representatives of the Franchisee will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

Complaints of illegal dumping shall be resolved and closed out within 72 hours of receipt under

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normal operating conditions. All complaints shall be closed out in the HEART Program software. These performance standards shall be evaluated on a quarterly basis. Franchisee shall provide said reports to the City quarterly and upon request.

Franchisee shall promptly investigate and correct, where appropriate, any complaint by customer(s) in the franchise area with respect to its service or its employees. Franchisee shall maintain a written record of all customer complaints and the actions taken by Franchisee in response to these complaints. The City may request and receive from Franchisee an up-to-date written record of all customer complaints and actions taken by Franchisee in response to these complaints.

4. Full Force and Effect. Except as expressly modified herein, the provisions of the Agreement shall remain in full force and effect.

[Signatures On Next Page]

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IN WITNESS WHEREOF, the Parties hereto do hereby set their hands and seals as of the day and the year first written above.

<p>CITY OF HESPERIA</p> <p>By: _____ Cameron Gregg, Mayor</p> <p>ATTEST:</p> <p>_____ Melinda Sayre, City Clerk</p> <p>APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP</p> <p>_____ Eric L. Dunn, City Attorney</p>	<p>FRANCHISEE Bestway Disposal, Inc., dba Advance Disposal</p> <p>_____ By: Sheila Bath, President</p>
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