

RESOLUTION NO. 2024-2344

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT APPROVING A THIRD AMENDMENT TO THE REVISED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT BETWEEN MARIN SANITARY SERVICE AND THE LAS GALLINAS VALLEY SANITARY DISTRICT

WHEREAS, the Las Gallinas Valley Sanitary District and Marin Sanitary Service have entered into a written Revised and Restated Exclusive Franchise Agreement to Collect, Transfer, Process, Market, and Dispose of Solid Waste, Recyclable and Organic Materials (“Franchise Agreement”) dated February 28, 2013; and

WHEREAS, the Las Gallinas Valley Sanitary District and Marin Sanitary Service amended this agreement on January 1, 2019 with the First Amendment to the Revised and Restated Exclusive Franchise Agreement; and

WHEREAS, the Las Gallinas Valley Sanitary District and Marin Sanitary Service further amended this agreement on February 17, 2022 with the Second Amendment to the Revised and Restated Exclusive Franchise Agreement to update Marin Sanitary Service services to comply with Senate Bill 1383, and

WHEREAS, Las Gallinas Valley Sanitary District and Marin Sanitary Service now desire a third amendment to the Franchise Agreement to update Marin Sanitary Service services to comply with the can color requirement for organic collection as required by Senate Bill 1383; and

WHEREAS, the Las Gallinas Valley Sanitary District has determined that such adjustments are proper, in the best interest of all citizens, and will promote public health, safety and welfare; and

WHEREAS, the Las Gallinas Valley Sanitary District Board of Directors has reviewed and duly considered the Agenda Summary Report, and documents and other oral and written evidence presented.

NOW THEREFORE IT IS HEREBY RESOLVED that the Las Gallinas Valley Sanitary District determines the “Third Amendment to the Revised and Restated Exclusive Franchise Agreement between Marin Sanitary Service and the Las Gallinas Valley Sanitary District” attached hereto as "Exhibit A" and incorporated herein by reference, is hereby approved and shall be included as part of the Revised and Restated Exclusive Franchise Agreement dated February 28, 2013. The General Manager is hereby authorized to execute the Third Amendment, subject to final approval as to form by the District Counsel.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of the Las Gallinas Valley

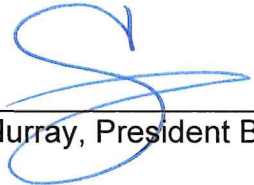
Sanitary District, Marin County, California, at a meeting thereof held on November 21, 2024, by the following vote of the members thereof:

AYES, and in favor thereof, Members: Clark, Murray, Nitzberg, Robards, Yeaman
NOES, Members: None.
ABSTAIN, Members: None.
ABSENT, Members: None.



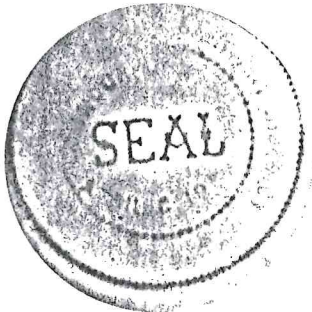
Teresa Lerch, Board Secretary
Las Gallinas Valley Sanitary District

APPROVED:



Craig K. Murray, President Board of Directors

(seal)



THIRD AMENDMENT TO THE REVISED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT TO COLLECT, TRANSFER, PROCESS, MARKET, AND DISPOSE OF SOLID WASTE, RECYCLABLE AND ORGANIC MATERIALS BETWEEN MARIN SANITARY SERVICE AND THE LAS GALLINAS VALLEY SANITARY DISTRICT

This THIRD AMENDMENT (this "Amendment") to the Revised and Restated Exclusive Franchise Agreement to Collect, Transfer, Process, Market, and Dispose of Solid Waste, Recyclable and Organic Materials between the Marin Sanitary Service, Inc. ("Company" or "Collector") and the Las Gallinas Valley Sanitary District ("District") is made and entered into December ____, 2024.

WHEREAS, District and Company entered into a written agreement on February 28, 2013 and as amended on January 1, 2019 and February 17, 2022 (together the "Agreement") pursuant to which the Company renders Solid Waste, Recyclable and Organic Materials collection, removal, processing and disposal services to businesses, residents and government institutions in the District; and

WHEREAS, the Company has requested adjustments to terms of services to protect worker health and safety by requiring the use of Company provided containers for general solid waste collection; and

WHEREAS, the District and Company have negotiated and agree to revisions in definitions, terms and conditions regarding adjustments to the terms of service.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date. This Amendment shall take effect January 1, 2025.
2. Description of Services, Section II (Residential Service), Organics, is replaced in its entirety as follows:

As part of the Residential Customer rates, Collector shall provide each Residential Customer with up to two (2) 32, 64, or 96-gallon Compostable Materials Carts to be placed at the curb or Collector-approved designated Collection location next to their Solid Waste container for one time per week Collection by 6:00 am the day of service. All Residential Customers must be offered Compostable Materials Collection for the collection of accepted Yard Trimmings, Food Waste and Food Soiled Papers in the same Container. A full list of accepted materials is available on the Collector's website (marinsanitaryservice.com). Only Collector provided tipper carts will be allowed for the weekly collection of compostable materials. Up to four (4) additional Compostable Materials Carts beyond the first two (2) shall be provided to a Residential Customer upon request, at a cost specified in Exhibit C. Compostable Materials placed in Collector-provided Carts or at the curb for Collection are the property of Collector.

3. Description of Services, Section II (Residential Service), Additional Services, is replaced in its entirety as follows:

Special pickups of large, hard to handle or bulky items may be requested for an additional fee as listed in Exhibit C. Estimates shall be provided by Collector. These bulky items will be collected in non-compaction vehicles and taken to Marin

Resource and Recovery Center (MRRC) for sorting resulting in greater re-use and recycling. Extra solid waste and/or recyclable materials can also be collected for a fee as listed in Exhibit C in cans or bags not greater than 32 gallons when placed next to the regular container on collection day.

Holiday trees will be collected curbside on the regularly-scheduled pickup day during the month of January. If trees are greater than six (6) feet in length, they must be cut in half. All metal stands, plastic tree bags, and ornaments must be removed. Flocked trees will not be accepted.

At the District's request, Collector shall distribute fifteen (15) tons of compost three times per year, spring, summer and fall at no cost to residents. The District shall provide a designated location and will provide a bunker. Compost delivery will commence in the summer of 2013.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Amendment is entered into as of the date first written above.

Las Gallinas Valley Sanitary District

Marin Sanitary Service, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Patrick M.K. Richardson, District Counsel

ATTEST:

Board Secretary