



UNITED STATES MARINE CORPS
MARINE CORPS AIR STATION MIRAMAR
P.O. BOX 452001
SAN DIEGO, CALIFORNIA 92145-2001

11011
Ser RE/0012
Sep 18, 2019

Ms. Renee Robertson
Deputy Director
City of San Diego Environmental Services Department
9601 Ridgehaven Court, Suite 310
San Diego, CA 92123

SUBJECT: Miramar Recycling Center

Dear Ms. Robertson:

Thank you for your letter of September 16, 2019 that requests authorization for a ninth extension of the Miramar Recycling Center service contract/real estate lease with Allan Company. Marine Corps Air Station Miramar has reviewed your request and approves the two-year extension that will commence on January 1, 2023 and terminate on December 31, 2024.

The point of contact for this matter is Ms. Kristen Guinn, Marine Corps Air Station Miramar at (858) 577-1227 or kristen.guinn@usmc.mil or Mr. Robert Turley at (858) 577-9220 or robert.turley@usmc.mil.

Sincerely,

A handwritten signature in black ink, appearing to read "Arce D. Doble".

Arce. D. Doble
Commander, U.S. Navy
Public Works Officer, Installations and Logistics
By direction



Environmental Services Department

September 16, 2019

Arce Doble, CDR
Public Works Officer
S-4 Installation and Logistics
MCAS Miramar
PO Box 452013
San Diego, CA 92145-2007

Subject: Miramar Recycling Center

Dear Mr. Doble:

Pursuant to Section 12 (Assignment and Subletting) of the 1995 Miramar Landfill Ground Lease between the City of San Diego (City) and the United States of America, this letter seeks the Government's consent to the extension of the service contract/real estate lease between the City and Allan Company for the continued operation of the Miramar Recycling Center through December 31, 2024. The current approval expires December 31, 2022 (Enclosure 1). For your convenience we have provided a draft approval letter (Enclosure 2).

Allan Company has continued to operate the Miramar Recycling Center with a conscientious and diligent focus on safety and security. This facility is an important component in the City's waste reduction and recycling efforts, and in helping to meet the goals of the City's Zero Waste Plan and Climate Action Plan. It provides residents with a convenient place to recycle many items that could not otherwise be easily recycled and assists in extending the life of Miramar Landfill, a benefit to us all.

We appreciate your continued support of the Environmental Services Department and our efforts to manage San Diego's waste. Should you have any questions, please feel free to contact me at (858) 573-1275.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Robertson".

Renee Robertson
Deputy Director

RR/po

Enclosures: 1. 2018 MCAS Miramar Approval

2. Draft Approval Letter

cc: Mario X. Sierra, Director, Environmental Services Department
Hasan Yousef, Assistant Director, Environmental Services Department
Lisa Wood, Principal Planner, Environmental Services Department
Heide Farst, Property Agent, Real Estate Assets Department
Davin Widgerow, Deputy City Attorney, Office of the City Attorney
Robert Turley, Real Estate Division, Marine Corps Air Station Miramar

EIGHTH AMENDMENT TO MIRAMAR RECYCLING CENTER
SERVICE CONTRACT/REAL PROPERTY LEASE
(CITY OF SAN DIEGO AND ALLAN COMPANY)

This Eighth Amendment to the Miramar Recycling Center Service Contract/Real Property Lease [Eighth Amendment] is made and entered into between the City of San Diego [City], a municipal corporation, and Cedarwood-Young Company, a California corporation doing business as Allan Company [Contractor].

RECITALS

WHEREAS, the City is required by California state law to reduce the amount of solid waste disposed in landfills by 50% and to make a good faith effort to implement programs as described in the City's Source Reduction and Recycling Element; and

WHEREAS, the City's Environmental Services Department [ESD] operates many recycling and educational outreach programs to divert recyclables from the City's waste stream; and

WHEREAS, ESD requires a contractor to operate the Miramar Recycling Center [Center], located at the entrance to the City's Miramar Landfill, to provide a convenient location for the public to recycle; and

WHEREAS, in 2001, the City Council authorized the execution of the Miramar Recycling Center Service Contract/Real Property Lease [Agreement] with Contractor for the operation of the Center, which Agreement is on file in the office of the City Clerk as Document Number RR-295859, and includes an evergreen clause which, beginning at the end of the second contract year and at the end of each contract year thereafter, allows for a one-year extension of the Agreement is mutually agreed upon by the parties and approved by the Council; and

WHEREAS, Contractor continues to provide a valuable service to San Diegans by providing a convenient alternative for proper recycling of a variety of hard-to-recycle materials, including appliances containing Chlorofluorocarbons (CFC) (refrigerators, freezers and air conditioners) and other major appliances, such as stoves, clothes washers and dryers, dish washers and water heaters. In addition, the Center accepts cathode ray tube (CRT) devices such as computer monitors and TVs. The Center also provides free tax paper shredding and recycling during April, and cooking oil recycling; and

WHEREAS, Contractor currently serves over 107,000 customers per year; and

WHEREAS, the City Council by resolution authorized execution of seven prior extensions to the Agreement, which extended the Agreement from December 31, 2016 to December 31, 2018; and

WHEREAS, pursuant to this Eighth Amendment to the Agreement, the parties desire to extend the Agreement until December 31, 2022, effective retroactive to January 1, 2018;

WHEREAS, during the term of this Eighth Amendment to the Agreement, Contractor desires to install a storm water management system and related site improvements, at an estimated cost of over \$400,000; and

WHEREAS, extending the Agreement will allow the Contractor to continue providing high quality services in support of the City's efforts to meet State-mandated waste diversion goals;

NOW, THEREFORE, in consideration of the premises above stated and the terms, conditions, covenants and agreements contained herein and in the Agreement, as amended, both parties do agree as follows:

1. The following paragraph is hereby added after the last paragraph of Section 1.2 of the Agreement and before Section 2.0 of the Agreement:

The City consents to Contractor's request to develop and install, at Contractor's sole expense, a storm water management system and related site improvements including, but not limited to, installation, replacement or alteration of certain paving, curbing, and drainage infrastructure that Contractor deems necessary or beneficial for the Center's storm water compliance efforts and practices. Contractor shall obtain the City's approval of the designs for these improvements in advance of beginning work on the improvements. All real property improvements to the Center Site are the sole property of the City.

2. Section 2.1 Miramar Recycling Center Services is hereby replaced in its entirety by the following:

2.1 Miramar Recycling Center Services

The purpose of the Center is to provide convenient and comprehensive multi-material recycling services to the San Diego public. Contractor shall maintain the Center facility in a well-organized, clean, and aesthetically pleasing manner so as to provide a convenient and pleasant environment for the public. Contractor is required to maintain the following hours of operation at the Center: Monday through Friday from 7:00 a.m. to 4:30 p.m. and Saturday and Sunday from 7:00 a.m. to 4:30 p.m. The Center will be closed for the following holidays: New Year's Day, Easter, Thanksgiving and Christmas Day. In the event the City Council approves changes to the Miramar Landfill hours and/or days of operation, Contractor shall adjust its hours and/or days of operation to match those of the Miramar Landfill and will coincide with the effective date of change for the Miramar Landfill.

The Contractor must obtain and continuously maintain a valid certification from the California Department of Conservation under the California Beverage Container Recycling and Litter Reduction Act to operate a recycling center at the site. From and after the execution of this Eighth Amendment, Contractor agrees to continuously maintain a valid Storm Water Discharge Permit from the California State Water Resources Control Board or the California Regional Water Quality Control Board, as appropriate, and agrees to comply with such permit including, but not limited to, performing all required monitoring.

2.1.1 Acceptance of Recyclables

Contractor must accept for free, or purchase as market conditions allow, the following materials from the public: newspaper (ONP); corrugated cardboard (OCC); high grade papers including white ledger, colored ledger, computer print-out (CPO), and mixed paper; all containers covered under the California Beverage Container Recycling and Litter Reduction Act/AB2020; high-density polyethylene (HDPE) milk and water bottles; polyethylene terephthalate (PET) beverage containers; non-CRV glass containers (flint, amber, and green glass); aluminum; brass; copper; iron; electronics considered as covered electronic devices under the California Electronics Recycling Act; steel cans; textiles; and scrap metal.

Contractor must accept the following materials, but may charge the public a recycling fee as set forth in section 2.1.3: tires, toilets, and electronics that are not considered covered electronic devices under the California Electronics Recycling Act.

Contractor must accept enamel-coated major appliances such as washing machines, clothes dryers, hot water heaters, stoves and refrigerators under the conditions outlined in section 2.1.2.

Contractor must accept from ESD 50 vehicle tires (without rims) each month at no cost to City. Any additional tires brought to the Center by ESD in excess of 50 tires per month will be assessed the fee paid by the public.

Contractor may, without the prior approval of the City, but in compliance with all applicable laws, accept other grades of recyclable paper, plastic, and metal (ferrous and non-ferrous) from the public that are not listed above but which Contractor deems suitable for recycling as long as there is no charge to customer or for which Contractor pays the customer.

Contractor may, upon prior approval of the City and in compliance with all applicable laws, accept other recyclable materials or reusable items from the public that are not listed above and any items which Contractor charges a fee to customer must be approved by the City.

2.1.2 Appliance Recycling

Contractor will accept chloroflourocarbon (CFC) and Non-CFC appliances and charge an appliance recycling fee for units containing CFCs, and a different fee for Non-CFC units, as set forth in section 2.1.3. The parties acknowledge that state law deems any party removing hazardous waste from major appliances to be a generator of hazardous waste and subject to applicable statutes and regulations. Contractor shall not remove CFCs or any other hazardous materials/wastes from accepted appliances. Contractor shall transfer all CFC and non-CFC appliances to a recycling facility lawfully authorized to accept said appliances on behalf of the ESD. Any and all such recycling facilities selected by Contractor must be approved in advance in writing by City. City reserves the right to

revoke its approval of any such recycling facility, at any time, in its sole discretion, and to require Contractor to select a different recycling facility for CFC and/or non-CFC appliance recycling. In the event the receipt of major appliances as contemplated by the parties is alleged to be a violation of state law or local ordinances, Contractor shall cease receiving major appliances and such action shall not be a breach of this Lease.

2.1.3 Fees Charged to Recycling Center Customers

Contractor may charge the public a recycling fee for the following materials. Such fees shall take into account the costs incurred by Contractor to accept, handle, prepare, and transport such materials for further processing or handling:

Non-City Rebate Program Toilets	\$6.00 per toilet
Small computer and household electronics not covered by California Electronics Recycling Program (1 to 49 pounds, including printers, keyboards, and mice)	\$0.25 per pound
Vehicle Tire (18" in rim diameter or less)	\$7.00 per tire
Refrigerators, freezers, air conditioners and other appliances that contain CFCs	\$25.00 each
Large household appliances (stoves, washers and dryers, hot water heaters, etc.)	\$12.00 each

Contractor must receive prior approval from the City in order to charge a new or increased fee to the public.

2.1.4 Acceptability of Recyclables

Contractor is solely responsible for determining/verifying that materials accepted from the public at the Center pursuant to this Agreement are in compliance with this Agreement, all applicable permits, and all applicable federal, state and local laws, regulations and ordinances.

3. The second paragraph of Section 2.2.2 Revenue Sharing is hereby replaced in its entirety by the following:

Commencing with calendar year 2008, Contractor shall pay to the City annually 1% of the Gross Scrap Revenue from the sales of all recyclables accepted at the Center pursuant to the Agreement during each calendar year. This annual payment shall be due and payable on or before February 15 of the year following the calendar year for which the payment is being made. However, no payment will be due under this section 2.2.2 for sales of recyclables accepted at the Center for calendar years 2016 and 2017. Annual payments shall resume and become due for calendar year 2018 and subsequent years beginning on February 15, 2019. However, no payment will be due under this section 2.2.2 for sales of recyclables accepted at the Center during the final 36 months of the Agreement term.

4. Pursuant to section 3.14 of the Agreement, as amended in the Fourth Amendment, the term of the Agreement is retroactively extended for a period of two years from December 31, 2018 to December 31, 2020, for the extension scheduled for consideration by January 1, 2016; and retroactively extended for an additional two years from December 31, 2020 to December 31, 2022, for the extension scheduled for consideration by January 1, 2018.
5. This Eighth Amendment to the Agreement shall affect only the terms and/or conditions referred to herein. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.
6. This Eighth Amendment to the Agreement shall be effective retroactive to January 1, 2018.

IN WITNESS WHEREOF, this Eighth Amendment to the Agreement is executed by the City of San Diego and by Allan Company, acting by and through their respective authorized representatives.

Date: 7/30/2018

ALLAN COMPANY

By

Jason A. Young, CEO

Date: _____

CITY OF SAN DIEGO

By _____

Name: _____

Title: _____

I HEREBY APPROVE the form of the forgoing Eighth Amendment to the Agreement, this _____ day of _____, 2018.

Mara W. Elliott, CITY ATTORNEY

By _____

Davin A. Widgerow
Deputy City Attorney