

**RENEWAL AND AMENDMENT NO. 1 TO
ORGANIC MATERIALS DIRECT SERVICE PROVIDER AGREEMENT
ORIGINALLY ENTERED INTO AND EFFECTIVE AS OF MAY 4, 2023
THROUGH DECEMBER 31, 2023
BETWEEN
COUNTY OF MONTEREY,
A MEMBER AGENCY OF THE SALINAS VALLEY SOLID WASTE AUTHORITY,
AND ATLAS ORGANICS**

THIS RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES (hereafter, “Agreement” or “Renewal and Amendment No. 1 to Agreement”) is made and entered into by and between COUNTY OF MONTEREY, a member of the Salinas Valley Solid Waste Authority (“Member Agency”) and Atlas Organics CU11, LLC (Processor) and effective as of May 4, 2023 (“Effective Date”). The Processor and Member Agency may be collectively referred to as the “Parties” and individually as a “Party.”

NOW, THEREFORE, the parties hereto agree as follows:

1. **Purpose of Agreement:** This Renewal and Amendment No. 1 to Agreement sets forth the terms and conditions pursuant to which the Parties will cooperate to incentivize residents and solid waste rate payers of the Member Agency (Public Purchasers) to acquire recovered organic waste product in the form of finished compost (“Compost”) or mulch (“Mulch”) from Processor on behalf of the Member Agency to assist them in complying with the requirements of the California Code of Regulations (CCR), title 14, sections 18993.1 through 18993.4 (“SB 1383 Regulations”).
2. **Term:** The term of this Renewal and Amendment No. 1 to Agreement shall commence on the original effective date of this Agreement which was made and entered into on May 4, 2023 “Effective Date” and shall remain in effect until December 31, 2026, as originally contemplated in **Section 2. Term** of the original Agreement effective May 4, 2023, which provided for three (3) additional optional, one (1) year extensions. Consistent with the original Agreement, the term of this Renewal and Amendment No. 1 to Agreement may be extended by mutual agreement of the parties for three (3) additional optional, one (1) year extensions.
3. **Services:** Processor shall provide to Public Purchasers a discount which is equal to current Member Agency Product Pricing (per cubic yard) for the purchase of Compost and/or Mulch, as applicable, as set forth in Exhibit A. Processor shall provide the Member Agency, or their designated representative, monthly reports evidencing procurement of and payment for the Compost or Mulch for the Public Purchaser for annual reporting purposes. The reports shall include date of purchase, the name of each individual, entity, operation, or facility from whom the Compost was procured, and the amount in tons or cubic yards purchased, and type of Compost and/or Mulch purchased. Processor will charge by the cubic yard. For budgeting purposes, the Member Agency can use a conversion factor of 1.4 cubic yards of compost for 1 ton of compost and 4 cubic

yards of mulch for 1 ton of mulch. Compost or Mulch purchased as a part of this Agreement shall not exceed combined annual jurisdiction procurement targets for the respective Member Agency, as set forth by CalRecycle and listed in Exhibit B.

4. **Payment:** Processor will submit monthly invoices to the Member Agency for reimbursement at the specified per cubic yard rate based on the current pricing listed in Exhibit A. All invoices shall be payable net forty-five (45) days of receipt.
5. **Warranties:** Processor warrants and covenants that all Compost or Mulch at the time of delivery conforms with the specifications in this Agreement, SB 1383 Regulations, particularly 14 CCR §§ 18993.1-18993.4, and complies with all federal, state, and local laws, regulations, and ordinances applicable to the manufacture, production and sale of Compost or Mulch.
6. **Indemnity:** Each Party (the “Indemnifying Party”) agrees to indemnify and hold the other party, including the parties’ parents, affiliates, and subsidiaries and each of their officers, employees, and agents (collectively, the “Indemnified Party”), harmless from and against all loss or damage, including reasonable attorneys’ fees, costs and expenses incurred by the Indemnified Party as a result of any claims related to or arising out of the Indemnifying Party’s performance of its duties hereunder, unless such loss or damage shall arise from the negligence or the intentional acts of the Indemnified Party. In the foregoing sentence, the words “loss or damage” include, but are not limited to, loss or damage arising directly or indirectly from any actions or omissions of any employee or authorized representative of either party.
7. **Limitation of Liability:** Notwithstanding anything to the contrary, EXCEPT IN the CASE OF FRAUD, under no circumstances shall EITHER PARTY be liable to THE OTHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES and EACH OF THEIR OFFICERS, MANAGERS, EMPLOYEES, CONTRACTORS, OR AGENTS for any LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
8. **Governing Law, Venue:** This Renewal and Amendment No. 1 to Agreement shall be deemed to have been made in the County of Monterey, California. This Renewal and Amendment No. 1 to Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Renewal and Amendment No. 1 to Agreement shall be brought exclusively in the federal or state courts located in Monterey County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

9. **Independent Purchaser:** A Public Purchaser shall act as an independent Purchaser in the performance of this Renewal and Amendment No. 1 to Agreement and in no respect shall a Public Purchaser be considered an agent or employee of the Member Agency. No provisions of this Renewal and Amendment No. 1 to Agreement shall be intended to create a partnership or joint venture between a Public Purchaser, Processor, or the Member Agency and no Party shall have the power to bind or obligate the other Parties, except as expressly set forth in this Renewal and Amendment No. 1 to Agreement.

10. **Entire Agreement:** This Renewal and Amendment No. 1 to Agreement contains the entire agreement between the Parties with respect to the subject matter of this Renewal and Amendment No. 1 to Agreement and any agreement or representation with respect to the same or the obligations of any other Party with respect to the same which is not expressly provided in this Renewal and Amendment No. 1 to Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

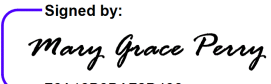
IN WITNESS WHEREOF, the Parties have hereunto set hands on the first day date above written.

Member Agency:
County of Monterey

By: _____

Date: _____

Approved as to Form

By:  _____
Signed by:
76A18B9BA72D498...

Date: 6/17/2026 | 9:07 PM PDT

Processor:
Atlas Organics CU11, LLC

By: David Bahrenburg

Date: 08/06/2026

EXHIBIT A-1
Member Agency Product Pricing

May 4, 2023 – December 31, 2023

Mulch: \$8.00 per cubic yard

Compost: \$12.50 per cubic yard

January 1, 2024 – December 31, 2024

Mulch: \$8.00 per cubic yard or \$32 per ton

Compost: \$12.50 per cubic yard or \$17.50 per ton

January 1, 2025 – December 31, 2025

Mulch: \$8.00 per cubic yard or \$32 per ton

Compost: \$12.50 per cubic yard or \$17.50 per ton

January 1, 2026 – December 31, 2026

Mulch: \$8.00 per cubic yard or \$32 per ton

Compost: \$12.50 per cubic yard or \$17.50 per ton

**EXHIBIT B-1
Member Agency SB 1383 Procurement Targets**

May 4, 2023 – December 31, 2023

Agency	Population	Total Organic Waste Procurement Target (tons)	Mulch (ton)	Compost (ton)
Monterey County [^]	40,566	3,245	3,245	1,882

[^] Unincorporated County data is only for SVR Service Area (% of population). Total Organics Waste is 8,540 tons

January 1, 2024 – December 31, 2024

Agency	Population	Total Organic Waste Procurement Target (tons)	Mulch (ton)	Compost (ton)
Monterey County [^]	40,566	3,245	3,245	1,882

[^] Unincorporated County data is only for SVR Service Area (% of population). Total Organics Waste is 8,540 tons

January 1, 2025 – December 31, 2025

Agency	Population	Total Organic Waste Procurement Target (tons)	Mulch (ton)	Compost (ton)
Monterey County [^]	36,296	1,718	1,718	997

[^] Unincorporated County data is only for SVR Service Area (% of population). Total Organics Waste was reduced to 5,054 tons due to County's rural waiver

January 1, 2026 – December 31, 2026

Agency	Population	Total Organic Waste Procurement Target (tons)	Mulch (ton)	Compost (ton)
Monterey County [^]	36,296	1,718	1,718	997

[^] Unincorporated County data is only for SVR Service Area (% of population). Total Organics Waste was reduced to 5,054 tons due to County's rural waiver

Signature: David Bahrenburg
David Bahrenburg (Jun 8, 2026 12:52:01 CDT)

Email: david.bahrenburg@circularservices.com






Atlas Organics_Direct Services Agreement_5.6.26

Final Audit Report

2026-06-08

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-  Document created by Sarah Peltz (sarah.peitz@circularservices.com)
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