

**CONTRACT FOR THE COLLECTION, RECYCLING AND
DISPOSAL OF SOLID WASTE FOR THE REFUSE SERVICE
AREA C OF THE COUNTY OF SAN JOAQUIN**

BETWEEN THE COUNTY OF SAN JOAQUIN

AND

[Insert company name]

DATE: ____

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EXHIBITS

- A. Single Family Services
 - A.1 Three-Container System
 - A.2 Supplemental Single-Family Programs
- B. Processing, Transfer, and Disposal Services and Facility Standards
- C. Liquidated Damages
- D. Record Keeping and Reporting
- E. Refuse Service Area Map
- F. Rates for Rate Period One
- G. Acceptable Materials Lists

39 responsibilities to the Contractor, acting as the County's designee, through this
40 Agreement; and,

41 WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2) and
42 County Code Section 5-2100, the Board of Supervisors of the County has determined
43 that the public health, safety, and well-being require that an Exclusive Franchise
44 Agreement for Discarded Materials Management for Single-Family Customers in Refuse
45 Service Area C (Agreement) be awarded to a qualified company for the Collection and
46 subsequent Transfer, Transportation, Recycling, Processing, and/or Disposal of
47 Discarded Materials; and,

48 WHEREAS, Contractor desires to engage in the business of Collecting Discarded
49 Materials in the County; and,

50 WHEREAS, the County wishes to utilize the Contractor's services to offer Discarded
51 Materials Collection services to Single-Family Generators in Refuse Service Area C of
52 the County; and,

53 NOW, THEREFORE, in consideration of the promises above stated and the terms,
54 conditions, covenants, and agreements contained herein, the Parties do hereby agree as
55 follows:

56 **ARTICLE 1: DEFINITIONS**

57 For purposes of this Agreement, unless a different meaning is clearly required, the words
58 and phrases in this Article shall have the following meanings respectively ascribed to
59 them by this Article and shall be capitalized throughout this Agreement.

60 **AB 341**

61 "AB 341" means the Assembly Bill approved by the Governor of the State of California on
62 October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800,
63 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and
64 Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added
65 and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste,
66 as amended, supplemented, superseded and replaced from time to time.

67 **AB 876**

68 "AB 876" means the Assembly Bill approved by the Governor of the State of California on
69 October 8, 2015, which added Section 418214 to the Public Resources Code, relating to
70 Solid Waste as amended, supplemented, superseded, and replaced from time to time.

71 **AB 901**

72 "AB 901" means Assembly Bill approved by the Governor of the State of California on
73 October 10, 2015, which amended Section 41821.5 of, amended, renumbered and added
74 Section 41821.6 of, and added Sections 41821.7 and 41821.8 to, the Public Resources

75 Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced
76 from time to time.

77 **AB 939**

78 “AB 939” means the California Integrated Waste Management Act of 1989 (California
79 Public Resources Code Section 40000, et seq.), as amended, supplemented,
80 superseded, and replaced from time to time.

81 **AB 1594**

82 “AB 1594” means the Assembly Bill approved by the Governor of the State of California
83 on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public
84 Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and
85 replaced from time to time.

86 **AB 1826**

87 “AB 1826” means the Assembly Bill approved by the Governor of the State of California
88 on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8)
89 to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as
90 amended, supplemented, superseded, and replaced from time to time.

91 **Affiliate**

92 “Affiliate” means all businesses (including corporations, limited and general partnerships,
93 and sole proprietorships) that are directly or indirectly related to Contractor by virtue of
94 direct or indirect ownership interest or common management and shall be deemed to be
95 “Affiliated with” Contractor and included within the term “Affiliates” as used herein. An
96 Affiliate shall include a business in which Contractor owns a direct or indirect ownership
97 interest, a business that has a direct or indirect ownership interest in Contractor, and/or
98 a business that is also owned, controlled, or managed by any business or individual that
99 has a direct or indirect ownership interest in Contractor. For purposes of determining
100 whether an indirect ownership interest exists, the constructive ownership provisions of
101 Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this
102 Agreement, shall apply; provided, however, that: (i) “ten percent (10%)” shall be
103 substituted for “fifty percent (50%)” in Section 318(a)(2)(C) and in Section 318(a)(3)(C)
104 thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining
105 ownership under this paragraph and constructive or indirect ownership under Section
106 318(a), ownership interest of less than ten percent (10%) shall be disregarded and
107 percentage interests shall be determined on the basis of the percentage of voting interest
108 or value which the ownership interest represents, whichever is greater. Affiliate includes
109 Subsidiaries.

110 **Agreement**

111 “Agreement” means this Exclusive Franchise Agreement for Solid Waste management
112 between the County and Contractor for the Collection and subsequent Transfer,
113 Transportation, Processing, and/or Disposal, of Single-Family Solid Waste, including all
114 exhibits and attachments, and any amendments thereto.

- 115 **Alternative Daily Cover (ADC)**
116 “Alternative Daily Cover” or “ADC” has the same meaning as in 27 CCR Section 20690.
- 117 **Alternative Facility**
118 “Alternative Facility” means any Facility approved by County for use pursuant to Section
119 6.1 or Exhibit B.
- 120 **Alternative Intermediate Cover (AIC)**
121 “Alternative Intermediate Cover” or “AIC” has the same meaning as in 27 CCR Section
122 20700.
- 123 **Applicable Law**
124 “Applicable Law” means all Federal, State, County, and local laws, regulations, rules,
125 orders, judgments, decrees, permits, licenses, approvals, or other requirement of any
126 governmental agency having jurisdiction over the Collection, Transportation, Processing,
127 and Disposal of Discarded Materials that are in force on the Effective Date and as may
128 be enacted, issued, or amended during the Term of this Agreement. Applicable Law
129 includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383 and
130 corresponding regulations.
- 131 **Approved Facilities**
132 “Approved Facility(ies)” means any one of or any combination of the facilities listed in
133 Exhibit B.
- 134 **Approved Disposal Facility**
135 “Approved Disposal Facility” means the Disposal Facility(ies) identified and further
136 defined in Exhibit B.
- 137 **Approved Organic Waste Processing Facility**
138 “Approved Organic Waste Processing Facility” means the Organic Waste Processing
139 Facility(ies) identified and further defined in Exhibit B.
- 140 **Approved Source Separated Recyclable Materials Processing Facility**
141 “Approved Source Separated Recyclable Materials Processing Facility” means the
142 Recyclable Materials Processing Facility(ies) identified and further defined in Exhibit B.
- 143 **Approved Transfer Facility**
144 “Approved Transfer Facility” means the Transfer Facility(ies) identified and further defined
145 in Exhibit B.
- 146 **Base Services**
147 “Base Services” means the SB 1383 compliant Solid Waste Collection Service Level
148 subscribed to by a Single-Family dwelling. Base Services does not include extra services

149 such as additional Containers, extra pick-ups and others, nor violation fees,
150 contamination fees, overfull can fees, etc.

151

152 **Back-Haul**

153 “Back-Haul” means generating and transporting Organic Waste to a destination owned
154 and operated by the Generator using the Generator’s own employees and equipment, or
155 as otherwise defined in 14 CCR Section 18982(a)(66)(A).

156 **Bin**

157 “Bin” means a metal or plastic Container with hinged lid(s) and wheels with a Container
158 capacity of one (1) to eight (8) cubic yards, including Bins with compactors attached to
159 increase the capacity of the Bin. Bins are also known as dumpsters.

160 **Blue Container**

161 “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall
162 be used for the purpose of storage and Collection of Source Separated Recyclable
163 Materials.

164 **Board**

165 “Board” means the Board of Supervisors of the County.

166 **Bulky Items**

167 “Bulky Items” means discarded furniture (including chairs, sofas, mattresses, carpet, and
168 other similar items); appliances (including refrigerators, ranges, washers, dryers, water
169 heaters, dishwashers, plumbing, small household appliances, and other similar items,
170 commonly known as “white goods”); wood wastes (including wood waste, tree trunks, and
171 large branches if no more than (3) feet in diameter, (3) feet in length, and (50) pounds in
172 weight per bundle, scrap wood, in the aggregate not exceeding one (1) cubic yard per
173 Collection unless Contractor allows heavier or larger-sized items); clothing; and tires. Any
174 Bulky Items containing chlorofluorocarbon (CFC) refrigerants shall be handled in
175 accordance with Applicable Law. Bulky Items do not include car bodies or C&D, or any
176 other items that cannot be handled by two (2) Persons.

177 **Business Day(s)**

178 “Business Days” mean days during which the County offices are open to do business with
179 the public.

180 **California Code of Regulations (CCR)**

181 “California Code of Regulations” or “CCR” means the State of California Code of
182 Regulations. CCR references in this Agreement are preceded with a number that refers
183 to the relevant Title of the CCR (e.g., “14 CCR, Division 7, Chapter 12” refers to Title 14,
184 Division 7, Chapter 12 of the California Code of Regulations).

185 **CalRecycle**

186 “CalRecycle” means California's Department of Resources Recycling and Recovery,
187 which is the Department designated with responsibility for developing, implementing, and
188 enforcing SB 1383 Regulations on jurisdictions and other regulated entities.

189 **Cart**
190 “Cart” means a plastic Container with a hinged lid and wheels serviced by automated or
191 semi-automated Collection vehicles and with a Container capacity of no less than thirty-
192 five (35) gallons and no greater than ninety-six (96) gallons.

193 **Change in Law**
194 “Change in Law” means any of the following events or conditions that has a material and
195 adverse effect on the performance by the Parties of their respective obligations under this
196 Agreement (except for payment obligations):

197 a. The enactment, adoption, promulgation, issuance, modification, or written
198 change in administrative or judicial interpretation of any Applicable Law on
199 or after the Effective Date; or,

200 b. The order or judgment of any governmental body, on or after the Effective
201 Date, to the extent such order or judgment is not the result of willful or
202 negligent action, error or omission or lack of reasonable diligence of County
203 or of the Contractor, whichever is asserting the occurrence of a Change in
204 Law; provided, however, that the contesting in good faith or the failure in
205 good faith to contest any such order or judgment shall not constitute or be
206 construed as such a willful or negligent action, error or omission or lack of
207 reasonable diligence.

208 **Collect/Collection**
209 “Collect” or “Collection” means the act of taking physical possession of Discarded
210 Materials at Single-Family Premises within the County and from County facilities, and
211 Transporting the Discarded Materials to an Approved Facility for Processing, Transfer, or
212 Disposal.

213 **Collector Route**
214 “Collector Route” means the designated itinerary or sequence of stops for each segment
215 of the County’s Refuse Service Area, or as otherwise defined in 14 CCR Section
216 18982(a)(31.5).

217 **Commencement Date**
218 “Commencement Date” means the date specified in Section 3.3 when Collection,
219 Transportation, Processing, and other services required by this Agreement shall be
220 provided.
221

222 **Commercial Business (Commercial)**
223 “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-
224 stock company, corporation, or association, whether for-profit or nonprofit, strip mall,
225 industrial facility, Multi-Family Premises, or as otherwise defined in 14 CCR Section
226 18982(a)(6).

227 **Community Composting**
228 “Community Composting” means any activity that composts green material, agricultural
229 material, food material, and vegetative food material, alone or in combination, and the
230 total amount of feedstock and Compost on-site at any one time does not exceed 100
231 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or as
232 otherwise defined in 14 CCR Section 18982(a)(8).

233 **Compostable Plastics**
234 “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the
235 ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section
236 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

237 **Compost**
238 “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as
239 of the Effective Date of this Agreement, that “Compost” means the product resulting from
240 the controlled biological decomposition of organic Solid Wastes that are Source
241 Separated from the municipal Solid Waste stream, or which are separated at a centralized
242 Facility.

243 **Contractor**
244 “Contractor” means the Party (other than the County) that executed this Exclusive
245 Franchise Agreement and its Affiliates, DBAs, and Subcontractors that perform services
246 on Contractor’s behalf.

247 **Construction and Demolition Debris (C&D)**
248 “Construction and Demolition Debris” means the nonhazardous waste building material,
249 Inerts, soil, packaging, Yard Trimmings, rubble, and other used or Discarded Materials
250 resulting from construction or demolition.

251 **Container(s)**
252 “Container(s)” means a receptacle for temporary storage of Discarded Materials.
253 Containers may include Bins, Carts, Roll-Off Boxes, compactors, cans, buckets, bags, or
254 other storage instruments to the extent such Containers are permitted by the County for
255 use for Collection services provided under the Agreement.

256 **Contamination Processing Fee**
257 “Contamination Processing Fee” means an amount charged by Contractor to a Customer,
258 to recover its costs for separating Gray or Black Container Waste or Source Separated
259 Recyclables placed in Organic Waste Containers, or for arranging special, unscheduled
260 Collections of the Organic Waste Container following contamination.

261 **County**
262 “County” means County of San Joaquin, a political subdivision of the State of California,
263 and all the unincorporated area within the boundaries of the County as presently existing,
264 or as such unincorporated area may be modified during the Term of this Agreement.

265 **County Contract Manager**

266 County Contract Manager means the Director or their designee.

267 **Customer(s)**

268 “Customer” means the Person who receives the Contractor’s Collection services and to
269 whom the Contractor submits its billing invoice to and collects payment from for Collection
270 services provided to a Premise. The Customer may be either the occupant, owner, or
271 property manager of the Premises, as allowed under the County Code.

272 **DBA**

273 “DBA” means a fictitious name, assumed name, or trade name that is different from
274 Contractor’s legal name, which Contractor uses for “doing business as” to provide
275 Collection services.

276 **Director**

277 “Director” means the Director of the Department of Public Works of the County or a duly
278 authorized representative.

279 **Discarded Materials**

280 “Discarded Materials” are a form of Solid Waste, and shall be regulated as such. For
281 purposes of this Agreement, material is deemed to have been discarded, without regard
282 to whether it is destined for Recycling or Disposal, and whether or not it has been
283 separated from other Solid Wastes, in all cases where a fee or other compensation, in
284 any form or amount, is directly or indirectly solicited from, or, levied, charged, or otherwise
285 imposed on, or paid by, the Generator or Customer in exchange for handling services. As
286 used herein, handling services include, without limitation, the Collection, removal,
287 Transportation, delivery, and Processing and/or Disposal of the material. Discarded
288 Materials do not include Edible Food that is recovered for human consumption and is not
289 discarded. For the purposes of this Agreement, Discarded Materials include Source
290 Separated Recyclable Materials, SSBCOW, SSGCOW, Food Waste, and Gray Container
291 Waste once the materials have been placed in Containers for Collection.

292 **Disposal**

293 “Disposal” or “Dispose” means the final disposition of any Solid Waste Collected by the
294 Contractor or Residue from Contractor’s Processing activities at a permitted Landfill or
295 other permitted Solid Waste Facility.

296 **Diversion**

297 “Diversion (or any variation thereof including “Divert”)” means activities which reduce or
298 eliminate Discarded Materials from Disposal, including, but not limited to, source
299 reduction, Reuse, salvage, Recycling, and composting.

300 **Edible Food**

301 “Edible Food” means food intended for human consumption. For the purposes of this
302 Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing
303 in this Agreement requires or authorizes the recovery of Edible Food that does not meet
304 the food safety requirements of the California Retail Food Code. If the definition in 14

305 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14
306 CCR Section 18982(a)(18) shall apply to this Agreement.

307 **Effective Date**

308 “Effective Date” means the date on which the Agreement becomes binding upon the
309 Parties, which is the date when the latter of the Parties has executed this Agreement.

310 **Environmental Laws**

311 “Environmental Laws” means all federal and State statutes and County ordinances
312 concerning public health, safety, and the environment including, by way of example and
313 not limitation, the Comprehensive Environmental Response, Compensation and Liability
314 Act of 1980, 42 USC Section 9601, et seq.; the Resource Conservation and Recovery
315 Act, 42 USC Section 6901, et seq.; the Federal Clean Water Act, 33 USC Section 1251,
316 et seq.; the Toxic Substance Control Act, 15 USC Section 2601, et seq.; the Occupational
317 Safety and Health Act, 29 USC Section 651, et seq.; the California Hazardous Waste
318 Control Act, California Health and Safety Code Section 25100, et seq.; the Carpenter-
319 Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code
320 Section 25300, et seq.; the Porter-Cologne Water Quality Control Act, California Water
321 Code Section 13000, et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986,
322 California Health and Safety Code Section 25249.5, et seq.; all as currently in force or as
323 hereafter amended, and all rules and regulations promulgated thereunder.

324 **Excluded Waste**

325 “Excluded Waste” means Hazardous Substance, Hazardous Waste, Infectious Waste,
326 Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive
327 waste, and toxic substances or material that Approved Facility operator(s) reasonably
328 believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal,
329 be a violation of local, State, or Federal law, regulation, or ordinance, including: land use
330 restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or
331 accepted at the Facility by permit conditions, waste that in Contractor’s reasonable
332 opinion would present a significant risk to human health or the environment, cause a
333 nuisance or otherwise create or expose Contractor or County to potential liability; but not
334 including de minimis volumes or concentrations of waste of a type and amount normally
335 found in Single-Family Solid Waste after implementation of programs for the safe
336 Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in
337 compliance with Sections 41500 and 41802 of the California Public Resources Code.
338 Excluded Waste does not include used motor oil and filters, household batteries,
339 Universal Wastes, and/or latex paint when such materials are defined as allowable
340 materials for Collection through this Agreement and the Generator or Customer has
341 properly placed the materials for Collection pursuant to instructions provided by County
342 or Contractor as set forth in this Agreement.

343 **Facility(ies)**

344 “Facility(ies)” means any plant, site, or operation used for the purpose of handling
345 Discarded Materials, including, but not limited to, Disposal, Transfer, Recycling,
346 composting, and Processing facilities or operations.

347 **"Facility Capacity Guarantor"**
348 "Facility Capacity Guarantor" means the Party, as designated by Approved Facility in
349 Exhibit B, Table B-1, which guarantees sufficient capacity over the Term of Agreement to
350 accept Discarded Materials at the applicable Approved Facility.

351
352 **Food Scraps**
353 "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry,
354 seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps
355 excludes fats, oils, and grease when such materials are Source Separated from other
356 Food Scraps.

357 **Food-Soiled Paper**
358 "Food-Soiled Paper" means compostable paper material that has come in contact with
359 food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups,
360 napkins, pizza boxes, and milk cartons.

361 **Food Waste**
362 "Food Waste" means Source Separated Food Scraps and Food-Soiled Paper. Food
363 Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be
364 considered Food Waste.

365 **"Franchise Fee"** means the fee paid by Contractor to the County as described in Section
366 9.1.

367
368 **Generator**
369 "Generator" means any Person whose act first causes Discarded Materials to become
370 subject to regulation under federal, State, or local regulations.

371 **Gray Container**
372 "Gray Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be
373 used for the purpose of storage and Collection of Gray Container Waste

374 **Gray Container Waste**
375 "Gray Container Waste" means Solid Waste that is collected in a Gray Container that is
376 part of a three-Container Organic Waste Collection service that prohibits the placement
377 of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and
378 (b) or as otherwise defined in 14 CCR Section 17402(a)(6.5). For the purposes of this
379 Agreement, Gray Container Waste includes carpet and textiles.

380 **Green Container**
381 "Green Container" has the same meaning as in 14 CCR Section 18982(a)(29) and shall
382 be used for the purpose of storage and Collection of SSGCOW.

383 **Gross Receipts**

384 "Gross Receipts" shall mean total cash receipts collected from Customers by the
385 Contractor for the provision of services pursuant to this Agreement, without any
386 deductions. Gross Receipts do not include revenues from the sale of Discarded Materials.

387 **Hazardous Substance**

388 "Hazardous Substance" shall mean any of the following: (a) any substance defined,
389 regulated or listed (directly or by reference) as "hazardous substances", "hazardous
390 materials", "hazardous wastes", "toxic waste", "pollutant" or "toxic substances" or similarly
391 identified as hazardous to human health or the environment, in or pursuant to (i) the
392 Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42
393 USC Section 9601, et seq.; (ii) the Hazardous Materials Transportation Act, 49 USC
394 Section 5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC Section
395 6901, et seq.; (iv) the Clean Water Act, 33 USC Section 1251, et seq.; (v) California Health
396 and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air
397 Act, 42 USC Section 7401, et seq.; and (vii) California Water Code Section 13050; (b)
398 any amendments, rules, or regulations promulgated thereunder to such enumerated
399 statutes or acts currently existing or hereinafter enacted; and (c) any other hazardous or
400 toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or
401 regulated under any other applicable federal, State, and local environmental laws
402 currently existing or hereinafter enacted, including without limitation, friable asbestos,
403 polychlorinated biphenyl ("PCBs"), petroleum, natural gas and synthetic fuel products,
404 and by-products.

405 **Hazardous Waste**

406 "Hazardous Waste" or "Hazardous Wastes" means any waste which meets the definitions
407 set forth in 22 CCR Section 66261.3, et seq. and is required to be managed; or as
408 otherwise defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous
409 wood waste, which means wood that falls within the definition of "treated wood" or "treated
410 wood waste" in 22 CCR Section 67386.4, or as otherwise defined in 14 CCR Section
411 18982(a)(30.5).

412 **Incompatible Materials**

413 "Incompatible Material" or "Incompatibles" mean(s) human-made inert material, including,
414 but not limited to, glass, metal, plastic, and also includes organic waste for which the
415 receiving end-user, facility, operation, property, or activity is not designed, permitted, or
416 authorized to perform Organic Waste recovery activities as defined in 14 CCR Section
417 18983.1(b), or as otherwise defined by 14 CCR Section 17402(a)(7.5).

418 **Inerts**

419 "Inerts" means materials such as concrete, soil, asphalt, and ceramics.

420 **Landfill**

421 "Landfill" means a "Solid Waste Landfill" defined by Public Resources Code Section
422 40195.1.

423 **Liquidated Damages**
424 “Liquidated Damages” means the amounts due by Contractor for failure to meet specific
425 quantifiable standards of performance as described in Section 12.7 and Exhibit C.

426 **Mandatory Service Area(s)**
427 “Mandatory Service Area(s)” means any geographical area designated by Board order
428 where residential refuse Collection services must be provided by the franchised collector
429 to all Single-Family dwellings within the area. Single-Family Generators in a Mandatory
430 Service Area must subscribe to the Collection service offered by the franchised collector
431 in that area; no self-haul option identified under SB 1383 is available to these Generators.

432 **Medical Waste**
433 “Medical Waste” means any Solid Waste that is generated or has been used in the
434 diagnosis, treatment, or immunization of human beings or animals, or research pertaining
435 thereto, and shall include, but not be limited to, biomedical, biohazardous and medical
436 waste, or other Solid Waste resulting from medical activities or services as defined by
437 County Code Section 5-2101 or any State or federal law or regulation, all as currently
438 enacted or subsequently amended.

439 **Mixed Waste**
440 “Mixed Waste” means Mixed Waste Organic Collection Stream and Solid Waste Collected
441 in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be
442 Transported to a High Diversion Organic Waste Processing Facility.

443 **Multi-Family or Multi-Family Dwelling Unit**
444 “Multi-Family” means of, from, or pertaining to residential Premises with five (5) or more
445 dwelling units.

446 **Non-Compostable Paper**
447 “Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic
448 material that will not breakdown in the composting process, or as otherwise defined in 14
449 CCR Section 18982(a)(41).

450 **Non-Organic Recyclables**
451 “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes
452 including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise
453 defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of
454 Source Separated Recyclable Materials.

455 **Organic Waste**
456 “Organic Waste” means Solid Wastes containing material originated from living
457 organisms and their metabolic waste products including, but not limited to, food, Yard
458 Trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and
459 Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14
460 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section
461 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

462 **Paper Products**

463 “Paper Products” include, but are not limited to, paper janitorial supplies, cartons,
464 wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling;
465 or as otherwise defined in 14 CCR Section 18982(a)(51).

466 **Parent Company**

467 “Parent Company” means a company that has a controlling interest in another company,
468 enabling the Parent Company to control management and operations of the Affiliate or
469 Subsidiary company.

470 **Party or Parties**

471 “Party” or “Parties” refers to the County and Contractor, individually or together.

472 **Person**

473 “Person” has the same meaning as in Public Resources Code Section 40170, which
474 states, as of the Effective Date of this Agreement, that a Person includes an individual,
475 firm, limited liability company, association, partnership, political subdivision, government
476 agency, municipality, industry, public or private corporation, or any other entity
477 whatsoever.

478 **Premises**

479 “Premises” means a tract of land with or without habitable buildings or appurtenant
480 structures.

481 **Printing and Writing Papers**

482 “Printing and Writing Papers” include, but are not limited to, copy, xerographic,
483 watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes,
484 manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated
485 writing papers, posters, index cards, calendars, brochures, reports, magazines, and
486 publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

487 **Process, Processed, or Processing**

488 “Processing” means the controlled separation, recovery, volume reduction, conversion,
489 or Recycling of Solid Waste including, but not limited to, organized, manual, automated,
490 or mechanical sorting, the use of vehicles for spreading of waste for the purpose of
491 recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction
492 equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

493 **Prohibited Container Contaminants**

494 “Prohibited Container Contaminants” means the following: (i) Discarded Materials placed
495 in the Blue Container that are not identified as acceptable Source Separated Recyclable
496 Materials for the County’s Blue Container; (ii) Discarded Materials placed in the Green
497 Container that are not identified as acceptable SSGCOW for the County’s Green
498 Container; (iii) Discarded Materials placed in the Gray Container that are acceptable
499 Source Separated Recyclable Materials and/or SSGCOW to be placed in County’s Green
500 Container and/or Blue Container; and (iv) Excluded Waste placed in any Container.

501 **Property Owner**
502 “Property Owner” means the owner of real property, or as otherwise defined in 14 CCR
503 Section 18982(a)(57).

504 **Public Resources Code (PRC)**
505 “Public Resources Code” or “PRC” means the California Public Resources Code.

506 **Putrescible Waste**
507 “Putrescible Waste” means wastes that are capable of being decomposed by micro-
508 organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other
509 offensive conditions, and includes materials such as, but not limited to Food Waste, offal,
510 and dead animals; or as otherwise defined in 14 CCR Section 17402(a)(21).

511 **Rate**
512 “Rate” means the maximum amount, expressed as a dollar unit, approved by the County
513 that the Contractor may bill a Customer for providing specified services under this
514 Agreement. A Rate has been established for each individual Service Level and the initial
515 Rates for Rate Period One are presented in Exhibit F. The Rates approved by County are
516 the maximum Rate that Contractor may charge a Customer for a particular Service Level.

517 **Rate Period**
518 “Rate Period” means a twelve (12) month period, commencing January 1 and concluding
519 December 31.

520 **Recycle/Recycling**
521 “Recycle” or “Recycling” means the process of Collecting, sorting, cleansing, treating, and
522 reconfiguring materials for the purpose of returning them to the economic mainstream in
523 the form of raw material for new, Reused, or reconstituted products that meet the quality
524 standards necessary to be used in the marketplace. Recycling includes processes
525 deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7,
526 Chapter 12, Article 2. Recycling does not include gasification or transformation as defined
527 in Public Resources Code Section 40201.

528 **Refuse Service Area**
529 “Refuse Service Area” means refuse service area C as defined by the County
530 Department of Public Works, and as shown in Exhibit E.

531 **Renewable Natural Gas (RNG)**
532 “Renewable Natural Gas” or “RNG” means gas derived from Organic Waste that has been
533 diverted from a Landfill and Processed at an in-vessel digestion facility that is permitted
534 or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in
535 14 CCR Section 18982(a)(62).

536 **Residual (or Residue)**
537 “Residual” or “Residue” means the Solid Waste destined for Disposal, further
538 transfer/processing as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section
539 17402(a)(31), or transformation which remains after Processing has taken place and is

540 calculated in percent as the weight of Residual divided by the total incoming weight of
541 materials.

542 **Reusable Items**

543 “Reusable Items” means items that are capable of being Reused after minimal
544 Processing. Reusable Items may be Collected Source Separated or recovered through a
545 Processing Facility. Reusable Items may include, but are not limited to, clothing, furniture,
546 and/or sporting equipment.

547 **Reuse**

548 “Reuse” or any variation thereof, means the use, in the same, or similar, form as it was
549 produced, of a material which might otherwise be discarded, or as otherwise defined in
550 14 CCR Section 17402.5(b)(2).

551 **Roll-Off Box**

552 “Roll-Off Box” means an open- or closed-top metal Container, roll-top Container, or closed
553 compactor Container serviced by a roll-off truck and with a Container capacity of 10 to 50
554 cubic yards. Roll-off boxes are also known as drop boxes or debris boxes.

555 **Salvageable Material (or Salvaged Material)**

556 “Salvageable Material” or “Salvaged Material” means an object or material that results
557 from salvaging, where salvaging means the controlled separation of Solid Waste material
558 which do not require further processing for Reuse or Recycling prior to Transfer activities,
559 or as otherwise defined in 14 CCR Section 17402(a)(24).

560 **SB 1383**

561 “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19,
562 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and
563 Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of
564 Division 30 of the Public Resources Code, establishing methane emissions reduction
565 targets in a statewide effort to reduce emissions of short-lived climate pollutants as
566 amended, supplemented, superseded, and replaced from time to time.

567 **SB 1383 Regulations**

568 “SB 138 Regulations” or “SB 1383 Regulatory” refers to the Short-Lived Climate
569 Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and
570 adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of
571 regulations of 14 CCR and 27 CCR.

572 **Self-Hauler (or Self-Haul)**

573 “Self-Hauler” or “Self-Haul” means a Person who hauls Solid Waste, Organic Waste, or
574 recovered material they have generated to another Person, or as otherwise defined in 14
575 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste.

576
577 **Service Level**
578 “Service Level” refers to the number and size of a Customer’s Container(s) and the
579 frequency of Collection service, as well as ancillary services such as lock/unlock service,
580 Container push/pull service, etc.

581 **Single-Family or Single-Family Dwelling Unit**
582 “Single-Family” means any residential Premises with fewer than five (5) units. References
583 to “Single-Family Dwelling Unit” refer to an individual residential unit of the Single-Family
584 Premises.

585 **Solid Waste**
586 “Solid waste” means all putrescible and nonputrescible solid, semisolid and liquid
587 wastes, including but not limited to Organic Waste, garbage, trash, refuse, paper,
588 rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned
589 vehicles and parts thereof, discarded home and industrial appliances, dewatered,
590 treated or chemically fixed sewage sludge (biosolids), which is not hazardous waste,
591 manure, vegetable or animal solid and semisolid wastes, and other discarded solid and
592 semisolid wastes, with the exception that solid waste does not include any of the
593 following wastes:

594 (1) Hazardous waste, as defined in PRC Section 40141.

595 (2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8
596 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety
597 Code).

598 (3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14,
599 commencing with Section 117600, of Division 104 of the Health and Safety Code).
600 Untreated medical waste shall not be disposed of in a solid waste Landfill, as defined
601 in PRC Section 40195.1. Medical waste that has been treated and deemed to be Solid
602 Waste shall be regulated pursuant to PRC, Division 30.

603 **Source Separated**
604 “Source Separated” means materials, including commingled Recyclable materials, that
605 have been separated or kept separate from the Solid Waste stream, at the point of
606 generation, for the purpose of additional sorting or Processing those materials for
607 Recycling or Reuse in order to return them to the economic mainstream in the form of
608 raw material for new, reused, or reconstituted products which meet the quality standards
609 necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section
610 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include
611 separation of materials by the Generator, Property Owner, Property Owner’s employee,
612 property manager, or property manager’s employee into different Containers for the
613 purpose of Collection such that Source Separated materials are separated from Gray
614 Container Waste and other Solid Waste for the purposes of Collection and Processing.

615 **Source Separated Blue Container Organic Waste (SSBCOW)**
616 “Source Separated Blue Container Organic Waste” or “SSBCOW” means Source
617 Separated Organic Waste that can be placed in a Blue Container that is limited to the
618 Collection of those Organic Wastes and Non-Organic Recyclables as defined in 14 CCR
619 Section 18982(a)(43); or as otherwise defined by 14 CCR Section 17402(a)(26.7). The
620 accepted types of SSBCOW and process for modifying the accepted types of SSBCOW
621 are specified in Article 5.

622 **Source Separated Green Container Organic Waste (SSGCOW)**
623 “Source Separated Green Container Organic Waste” or “SSGCOW” means Source
624 Separated Organic Waste that can be placed in a Green Container that is specifically
625 intended for the separate Collection of Organic Waste by the Generator, excluding
626 SSBCOW, carpets, Non-Compostable Paper, and textiles. The accepted types of
627 SSGCOW and process for modifying the accepted types of SSGCOW are specified in
628 Article 5. SSGCOW is a subset of Organic Waste.

629 **Source Separated Recyclable Materials**
630 “Source Separated Recyclable Materials” means Source Separated Non-Organic
631 Recyclables and SSBCOW. The accepted types of Source Separated Recyclable
632 Materials and process for modifying the accepted types of Source Separated Recyclable
633 Materials are specified in Article 5.

634 **State**
635 “State” means the State of California.

636 **Subcontractor**
637 “Subcontractor” means any Person, firm, or entity hired by Contractor to carry out any of
638 Contractor’s duties under this Agreement.

639 **Subsidiary**
640 “Subsidiary” means an Affiliate with fifty percent (50%) or more of its ownership controlled
641 by Contractor.

642 **Term**
643 “Term” means the duration of this Agreement, including extension periods if granted, as
644 provided for in Section 3.3.

645 **Ton**
646 “Ton” or “Tonnage” or “Tons” means a unit of weight equal to 2,000 pounds (907.18474
647 kg).

648 **Transfer**
649 “Transfer” means the act of transferring Discarded Materials Collected by Contractor from
650 Contractor’s Collection vehicles into larger vehicles at a Transfer Facility for Transport to
651 other Facilities for Processing or Disposing of such materials. Transfer allows for removal
652 of materials excluded or prohibited from handling at the Transfer Facility (e.g., removal of
653 Hazardous Waste).

654 **Transportation or Transport**
655 “Transportation” or “Transport” means the act of conveying Collected materials from one
656 location to another.

657 **Universal Waste (or U-Waste)**
658 “Universal Waste” or “U-Waste” means all wastes defined by 22 CCR Subsections
659 66273.1 through 66273.9. These include, but are not limited to, batteries, fluorescent light
660 bulbs, mercury switches, and electronic waste.

661 **Work Days**
662 “Work Days” or “Working Days” means days on which the Contractor is required to
663 provide regularly scheduled Collection services under this Agreement.

664 **Yard Trimmings**
665 “Yard Trimmings” means types of SSGCOW resulting from normal yard and landscaping
666 installation, maintenance, or removal that the Generators Source Separate and set out in
667 Green Containers for Collection for the purpose of Processing by the Contractor. The
668 accepted types of Yard Trimmings and process for modifying the accepted types of Yard
669 Trimmings are specified in Article 5. Yard Trimmings are a subset of SSGCOW.

670 **ARTICLE 2: REPRESENTATIONS AND**
671 **WARRANTIES OF CONTRACTOR**

672 **2.1 CORPORATE STATUS**

673 Contractor is an enterprise duly organized, validly existing, and in good standing under
674 the laws of the State of California. It is qualified to transact business in the State of
675 California and has the corporate power to own its properties and to carry on its business
676 as required by this Agreement.

677 **2.2 CORPORATE AUTHORIZATION**

678 Contractor has the authority to enter into and perform its obligations under this
679 Agreement. The board of directors of Contractor (or the owner/shareholders if necessary)
680 have taken all actions required by law, its articles of incorporation, and its bylaws or
681 otherwise to authorize the execution of this Agreement. The Persons signing this
682 Agreement on behalf of the Contractor have the authority to do so.

683 **ARTICLE 3: TERMS OF AGREEMENT**

684 **3.1 GRANT AND ACCEPTANCE OF AGREEMENT**

685 County hereby grants to Contractor an exclusive right to engage in the business of
686 Collecting, and subsequently Transporting, Transferring, Processing, and/or Disposing
687 Discarded Materials (as appropriate for the material type pursuant to Exhibit B) from
[Date], 2024

688 Single-Family Generators in Mandatory Service Areas and non-Mandatory Service Areas
689 within County Refuse Service Area C (subject to the provisions of Sections 3.2 and
690 6.5), and to use the public streets and rights-of-way for such purpose subject to the
691 limitations within this Agreement.

692 **3.2 LIMITATIONS OF SCOPE**

693 The granting of this Agreement shall not preclude the categories of Discarded Materials
694 listed below from being Collected, Transferred, Transported, Processed, and/or Disposed
695 by others; provided, that nothing in this Agreement is intended to or shall be construed to
696 excuse any Person from obtaining any required authorization, permit, or approval from
697 the County or other government agency with oversight responsibility:

698 A. Discarded Materials from Commercial and Multi-Family Premises. A Person that
699 Collects, Transfers, Transports, Processes and/or Disposes of Discarded Materials
700 generated in or on a Commercial or Multi-Family Premises within the Refuse Service
701 Area.

702 B. Materials Removed as Incidental Part of Services. A Person that removes and
703 transports Discarded Materials from a Premises as an incidental and a minor part of
704 the services being performed, provided that the removed materials were generated by
705 the services the Person provided.

706 C. Agricultural Materials from Agricultural Operations. A Person from an agricultural
707 operation that removes agricultural materials from an agricultural Premises and
708 transports the material to another agricultural operation for a purpose other than
709 Disposal.

710 D. Self-Hauled Materials. A Person that removes, Transports, Processes and/or
711 Disposes of Discarded Materials generated in or on their own Premises with their own
712 vehicle.

713 E. Materials Generated by Public Schools and State. A Person that removes Discarded
714 Materials generated by State, County, and Federal facilities located in the County

715 provided that the Generator has arranged services with other Persons or has arranged
716 services with the Contractor through a separate agreement.

717 F. Beverage Containers. A Person that removes and Transports containers delivered for
718 Recycling under the California Beverage Container Recycling Litter Reduction Act,
719 California Public Resources Code, Section 14500, et seq.

720 G. Excluded Waste. A Person that removes and Transports Excluded Waste regardless
721 of its source.

722 H. Sewage Treatment By-Products. A Person that removes and Transports by-products
723 of sewage treatment, including sludge, sludge ash, grit, and screenings.

724 I. Edible Food. A Person, such as a Person from a food recovery organization or food
725 recovery service that removes and Transports Edible Food for the purpose of
726 distributing Edible Food for human consumption, or Edible Food Removed that is Self-
727 Hauled to a food recovery organization or food recovery service for the purpose of
728 Food Recovery.

729 J. Donated Materials. A Person that removes and Transports any items that are donated
730 by the Generator to youth, civic, or other charitable organizations may be transported
731 by other Persons.

732 Contractor acknowledges and agrees that the County may permit other Persons besides
733 the Contractor to Collect any and all types of materials excluded from the scope of this
734 Agreement, as set forth above, without seeking or obtaining approval of Contractor. If
735 Contractor can produce evidence that other Persons are servicing Collection Containers
736 or are Collecting and Transporting Discarded Materials in a manner that is not consistent
737 with this Agreement or the County Code, it shall report the location, the name and phone
738 number of the Person or company to the County Contract Manager along with
739 Contractor's evidence. In such case, County may notify the Customer, Generator and
740 Person providing service of Contractor's rights under this Agreement and the County's
741 Code Enforcement office will determine the appropriate enforcement mechanism.

742 This grant to Contractor shall be interpreted to be consistent with State and federal laws
743 and regulations, subject to the limitations within this Agreement, now and during the Term
744 of the Agreement. The scope of this Agreement shall be limited by current and future
745 State and federal laws and regulations with regard to handling of Discarded Materials,
746 enactment of new laws or regulations or new court decisions which may limit the ability
747 of County to lawfully regulate the scope of services as specifically set forth herein.
748 Contractor agrees that the scope of the Agreement shall be limited to those services
749 which may be lawfully provided.

750 **3.3 EFFECTIVE DATE, TERM, AND EXTENSION OF THIS**
751 **AGREEMENT**

752 The Term of this Agreement shall commence January 1, 2026 (Commencement Date)
753 and continue in full force for a period of six (6) years, through and including December
754 31, 2031, unless the Agreement terminated in pursuant to Article 12.

755 **3.4 CONDITIONS TO EFFECTIVENESS OF AGREEMENT**

756 The obligation of County to permit this Agreement to become effective and to perform its
757 undertakings provided for in this Agreement is subject to the satisfaction of each and all
758 of the conditions set out in A through D below, each of which may only be waived in whole
759 or in part upon the written approval of the Director.

760 A. **Accuracy of Representations.** The representations and warranties made by
761 Collector in Article 2 of this Agreement are true and correct on and as of the Effective
762 Date of this Agreement.

763 B. **Absence of Litigation.** There is no litigation pending on the Effective Date of this
764 Agreement in any court challenging the award or execution of this Agreement or
765 seeking to restrain or enjoin its performance.

766 C. **Furnishing of Insurance.** Collector has furnished evidence of the insurance required
767 by Article 11 of this Agreement.

768 D. **Effectiveness of Board of Supervisor's Action.** The Board has authorized the
769 Director, or another County officer, to execute this Agreement prior to the Effective
770 Date of this Agreement.

771 **ARTICLE 4: GENERAL AGREEMENTS**

772 **4.1 COUNTY DESIGNATION OF FACILITIES**

773 A. **Approved Disposal Facility.** The Contractor, without constraint and as a free-market
774 business decision in accepting this Agreement, agrees to use the Approved Disposal
775 Facility(ies) for the purposes of Disposal of all Gray Container Waste Collected by the
776 Contractor under the terms of this Agreement. Such decision by Contractor in no way
777 constitutes a restraint of trade notwithstanding any Change in Law regarding flow
778 control limitations or any definition thereof.

779 Contractor shall comply with additional requirements related to use of the Approved
780 Disposal Facility pursuant to Section 6.1.

781 B. **Other Approved Facilities.** Contractor agrees that the Director may, direct
782 Contractor to deliver any or all Source Separated Recyclable Materials, SSGCOW,
783 Gray Container Waste, and/or any other materials Collected under this Agreement

784 within the County to any type of facility, as County may designate. If such a change
785 results in an inconsistency with Exhibit B, the change shall be considered a County-
786 directed change in scope and handled in accordance with provisions in Section 4.4.
787 The Residue remaining after Processing or recovery of Source Separated Recyclable
788 Materials and/or SSGCOW shall be subject to the Director's authority to direct
789 materials. County shall reserve the right to direct such Residue in any agreement with
790 the operator of any Transfer Facility or Processing Facility where Contractor delivers
791 Source Separated Recyclable Materials, SSGCOW, and/or Gray Container Waste.
792 Notwithstanding the provisions of Section 4.4, Contractor agrees to Transport
793 Discarded Materials to the facility(ies) designated by the Director, commencing no
794 later than thirty (30) days from receipt of notice from the Director.

795 **4.2 RESPONSIBILITY FOR MATERIALS**

796 Once Discarded Materials are placed in Containers for Collection at the Collection
797 location, the responsibility for their proper handling shall transfer directly from the
798 Generator to Contractor, with the exception of Excluded Waste if the Contractor can
799 identify the Generator pursuant to Section 7.7. Once Discarded Materials are deposited
800 by Contractor at the appropriate Approved Facility, such materials shall become the
801 responsibility of the facility owner or operator with the exception of Excluded Waste
802 pursuant to Section 7.7.

803 Responsibility for Excluded Waste that has been inadvertently Collected by the
804 Contractor shall remain with the Contractor if it cannot identify the Generator, and
805 Contractor shall assume all responsibility for its proper Disposal.

806 **4.3 SUBCONTRACTING**

807 Contractor shall not engage any Subcontractors for Collection, Transfer, Transportation,
808 or Processing of Discarded Materials without the prior written consent of the County
809 Contract Manager. If the Contractor plans to engage other Affiliate or related party entities
810 in the provision of services, Contractor shall obtain written approval from County Contract
811 Manager thirty (30) days prior to its plans to use party. Contractor shall submit written
812 request to the County seeking approval of other Affiliate or related party entities. Such
813 request shall include a description of its plans, name and qualifications of party, and an
814 explanation of any potential impacts related to the quality, timeliness, or cost of providing
815 services under this Agreement.

816 **4.4 COUNTY-DIRECTED CHANGE IN SCOPE**

817 County may meet and confer with Contractor to establish the scope of any additional
818 services or modification to existing services (which may include use of alternative
819 Processing or Disposal Facilities) to be provided under this Agreement. In such case,
820 Contractor shall present, within ninety (90) calendar days of County's request, a written
821 proposal to provide such modified or additional services.

822 County shall review the Contractor's proposal for the change in scope of services. County
823 and Contractor may meet and confer to negotiate Contractor's proposed revisions and

824 costs and shall amend this Agreement, as appropriate, to reflect the mutually agreed-
825 upon changes in scope.

826 When such modifications are proposed to this Agreement, County and Contractor will
827 negotiate in good faith, a reasonable and appropriate compensation adjustment for any
828 increase or decrease in the services or other obligations required of Contractor due to
829 any modification in the Agreement under this Article. County and Contractor will not
830 unreasonably withhold agreement to such compensation adjustment. Should agreement
831 between County and Contractor on a compensation adjustment not be reached within six
832 (6) months of the change request, or other period as agreed upon by both parties, County
833 shall have the right to seek services under the same modified conditions elsewhere.

834 **ARTICLE 5: COLLECTION SERVICES**

835 **5.1 GENERAL**

836 A. **Overall Performance Obligations.** The scope of services to be performed by
837 Contractor pursuant to this Agreement shall include the furnishing of all labor,
838 supervision, equipment, materials, supplies, and all other items necessary to perform
839 all requirements of the Agreement. The enumeration of, and specification of
840 requirements for particular items of labor or equipment shall not relieve the Contractor
841 of the duty to furnish all others, as may be required, whether enumerated or not.

842 The scope of services to be performed by Contractor pursuant to this Agreement shall
843 be accomplished in a manner so that Customers are provided reliable, courteous, and
844 high-quality Collection services and other services described in this Agreement at all
845 times. The enumeration of, and specification of requirements for, particular aspects of
846 service quality shall not relieve Contractor of the duty of accomplishing all other
847 aspects in the manner generally provided in this Article for the delivery of services,
848 whether such other aspects are enumerated elsewhere in the Agreement or not.

849 Contractor shall not knowingly Collect Blue, Green, or Gray Containers that include
850 Prohibited Container Contaminants.

851 B. **Requirements for Parent Company and Affiliates.** Upon approval by County,
852 Contractor, its Parent Company, and Affiliates operating under the terms of this
853 Agreement are allowed, at their option, to use each entity's name to comply with
854 Collection vehicle and Container labeling requirements and may use each entity's
855 name on any education and outreach materials.

856 C. **Ownership of Discarded Materials.** By operation of this Agreement, ownership and
857 the right to possession of all Discarded Materials shall be transferred to Contractor
858 from the Person discarding the materials (Customer and/or Generator) once such
859 materials are placed in Containers and properly placed for Collection. If Prohibited
860 Container Contaminants are found in Containers set out for Collection, the materials
861 shall be considered not properly placed for Collection, and Contractor shall have the

862 right to reject Collection of the contaminated Containers pursuant to Section 6.2, and
863 the ownership of materials shall remain with the Person discarding the materials
864 (Customer and/or Generator). Except as required in the County's sole discretion for
865 law enforcement purposes, at no time shall the County obtain any right of ownership
866 or possession of Discarded Materials placed for collection and nothing in this
867 Agreement shall be construed as giving rise to any inference that County has such
868 rights. Refer to Section 6.1 for transfer of ownership of Discarded Materials from
869 Contractor to Facility operator(s) of Approved Facilities.

870 **5.2 THREE-CONTAINER SYSTEM**

871 A. **General.** By the Effective Date, Contractor shall provide a three-Container Collection
872 program for the separate Collection of Source Separated Recyclable Materials,
873 SSGCOW, and Gray Container Waste as specified in this Section, using Containers
874 that comply with the requirements of Section 7.5.

875 B. **Source Separated Recyclable Materials Collection.** Contractor shall provide Blue
876 Containers to Customers for Collection of Source Separated Recyclable Materials and
877 shall provide Source Separated Recyclable Materials Collection service, as described
878 in Exhibit A of this Agreement. Contractor shall Transport the Source Separated
879 Recyclable Materials to (i) the Approved Source Separated Recyclable Materials
880 Processing Facility, or (ii) the Approved Transfer Facility for Transfer and Transport to
881 the Approved Source Separated Recyclable Materials Processing Facility, as
882 specified in Section 6.1.

883 Source Separated Recyclable Materials that are to be accepted for Collection in the
884 Source Separated Recyclable Materials Collection program are defined in Exhibit G.
885 The Parties agree that the list of accepted types of Source Separated Recyclable
886 Materials may be added to or removed from this list from time to time by mutual
887 consent provided that in all cases SSGCOW is included for Collection. Contractor shall
888 not add or remove materials to or from this list without written approval from the County
889 Contract Manager, and such approval shall not be unreasonably withheld. Prohibited
890 Container Contaminants shall not be Collected in the Blue Containers. The Containers
891 shall comply with the requirements of Section 7.5.

892 C. **SSGCOW Collection.**

893 1. Contractor shall provide Green Containers to Customers for SSGCOW
894 Collection, and shall provide SSGCOW Collection service, as described in
895 Exhibit A of this Agreement. Contractor shall Transport the SSGCOW to (i) the
896 Approved Organic Waste Processing Facility, or

897 (ii) the Approved Transfer Facility for Transfer and Transport to an Approved
898 Organic Waste Processing Facility, as specified in Section 6.1.

899 SSGCOW that are to be accepted for Collection in the SSGCOW Collection
900 program are defined in Exhibit G. The Parties agree that types of SSGCOW may

901 be added to or removed from this list from time to time by mutual consent.
902 Contractor shall not add or remove materials to or from this list without written
903 approval from the County Contract Manager, and such approval shall not be
904 unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and
905 Prohibited Container Contaminants shall not be Collected in the Green
906 Containers. The Containers shall comply with the requirements of Section 7.5.

907 **D. Gray Container Waste Collection**

908 Contractor shall provide Gray Containers to Customers for Collection of Gray
909 Container Waste, and shall provide Gray Container Waste Collection service, as
910 described in Exhibit A of this Agreement. Contractor shall Transport the Gray
911 Container Waste to the Approved Disposal Facility, as specified in Section 6.1.
912 Contractor may allow carpets and textiles to be placed in the Gray Containers.
913 Prohibited Container Contaminants shall not be Collected in the Gray Containers. The
914 Containers shall comply with the requirements of Section 7.5.

915 **5.3 BULKY ITEMS AND REUSABLE MATERIALS COLLECTION**

916 Contractor shall offer a scheduled annual neighborhood clean-up day for Collection of
917 Bulky Items, Reusable Materials, and other materials for Single-Family Customers as
918 described in Exhibit A. Pursuant to Exhibit A, Contractor shall Transport all Bulky Items
919 and Reusable Materials Collected under this Agreement to the appropriate facility.

920 **5.4 OTHER RESIDENTIAL COLLECTION SERVICES**

921 Contractor shall provide other Collection services to Single-Family Customers in the
922 manner specified in Exhibit A.

923 **ARTICLE 6: OTHER SERVICES**

924 **6.1 TRANSFER, PROCESSING, AND DISPOSAL**

925 **A. Approved Processing Facilities.** Contractor shall Transport all Source Separated
926 Recyclable Materials and SSGCOW to the Approved Facility(ies) specified in Exhibit
927 B and shall Transfer, and Process such materials in accordance with this Section and
928 Exhibit B. The Approved Facilities shall comply with the following requirements.

929 1. **Approved Source Separated Recyclable Materials Processing Facility (Blue**
930 **Containers).** The Approved Recyclables Processing Facility shall be a Facility
931 or operation that Processes Source Separated Recyclable Materials to recover
932 materials designated for Collection in the Blue Container.

933 2. **Approved Organic Waste Processing Facility (Green Containers).** The
934 Approved Organic Waste Processing Facility shall be a Facility that Processes
935 SSGCOW to recover Source Separated Organic Waste.

- 936 3. **Guaranteed Capacity and Facility Standards.** The Facility Capacity Guarantor
937 of each Approved Facility (as identified in Exhibit B) shall guarantee Processing
938 capacity at the respective Approved Facility(ies) to receive all Discarded
939 Materials Collected by the Contractor throughout the Term of the Agreement, as
940 specified by material type in Exhibit B, and shall comply with Facility standards
941 specified in Exhibit B.
- 942 4. **Other Facility Provisions.** Exhibit B describes other Facility provisions
943 including, but not limited to, use of Alternative Facilities, contamination
944 monitoring of Discarded Materials received at the Approved Facilities,
945 emergency conditions, and more.
- 946 5. **Transportation and Facility Costs.** Contractor shall pay all costs for the
947 Transport, Transfer, and Processing of Discarded Materials Collected in
948 accordance with this Agreement. Contractor's compensation for such services is
949 included in the Rates charged to Customers.
- 950 6. **Subcontractor.** If the Contractor does not own or operate one or more of the
951 Approved Facilities for which they are the designated Facility Capacity
952 Guarantor, Contractor shall enter into a subcontract agreement with the owner
953 or operator of such Approved Facility(ies) and the requirements of Section 6.1
954 and Exhibit B shall pertain to the Subcontractor. In addition, Subcontractor
955 requirements or obligations related to indemnification (Section 11.1) and
956 insurance requirements (Section 11.2) shall apply, as well as any other
957 Subcontractor requirements or obligations stated in other sections of this
958 Agreement.
- 959 B. **Approved Disposal Facility.** Contractor shall Transport all Gray Container Waste
960 Collected in accordance with this Agreement to the Approved Disposal Facility(ies) as
961 specified in Exhibit B. Once Collected materials are deposited by Contractor at the
962 Approved Disposal Facility(ies), ownership of such materials shall transfer from the
963 Contractor to the County or other Facility operator. The Contractor is not responsible
964 for providing Transfer, Processing, or Disposal services unless otherwise provided in
965 Section 6.1 and Exhibit B.
- 966 C. **Transportation to Non-Approved Facilities Prohibited.** Contractor shall not
967 Transport Discarded Materials to any Facility other than the Approved Facility
968 designated for each material type in Table B-1 of Exhibit B. If Contractor Transports
969 Discarded Materials to a Facility other than the Approved Facility(ies) as specified in
970 Exhibit B, or an Alternative Facility, without prior County approval, Contractor's failure
971 to comply may result in assessment of Liquidated Damages pursuant to Section 12.7
972 and Exhibit C.
- 973 D. **Use of Alternative Facilities.** County may designate an Alternative Facility for
974 Contractor's use for a temporary or ongoing period of time. In the event that such a
975 change results in an inconsistency with Exhibit B, it shall be considered a County-

976 directed change in scope and handled in accordance with the provisions of Sections
977 4.1 and 4.4.

978 E. **Disposal of Residue.** Contractor shall direct actual or calculated County Residue
979 tonnages to the Approved Disposal Facility(ies). This requirement may be fulfilled
980 through delivery of actual County Residue tonnage, calculated offset tons, or financial
981 offsets paid to the County based upon the actual Residue tons at the current gate rate
982 at the Approved Disposal Facility.

983 F. **Payment of Facility Tipping Fees.** Contractor shall pay all tipping fees, Residue
984 surcharges, contamination Processing fees, and other costs charged by Facility
985 operator(s) of Approved Facility(ies) for acceptance and Disposal of Gray Container
986 Waste Collected in accordance with this Agreement. Contractor shall comply with the
987 Disposal fee prepayment provisions of Section 9.3.

988 G. **Cooperation with Facility Operator.**

989 1. **Communications.** Within seven (7) days, if requested by County, the Contractor
990 shall meet with the County and Facility operator(s) of Approved Facility(ies) to
991 discuss issues related to the interaction of operations between Contractor and
992 Facility operator.

993 2. **E-Mail Communications.** The Contractor's general manager shall have e-mail
994 capabilities to enable the Facility operator and the Contractor's general manager
995 to communicate via e-mail. Contractor's general manager shall respond to the
996 Facility operator's email correspondence within two (2) Business Days.

997 3. **Coordination of Hours.** Contractor shall plan its Collector Routes to be
998 compatible with the Approved Facility receiving hours, and shall deliver Collected
999 materials to the Approved Facility(ies) during such receiving hours.

1000 4. **Compliance with Facility Rules.** Contractor shall cooperate with Facility
1001 operator and comply with Facility operator's requirements including: (i) how and
1002 where to unload Collection vehicles; (ii) respecting operations and construction
1003 of new facilities; and, (iii) the Facility operator's Excluded Waste screening and
1004 exclusion program. Contractor shall also comply with the waste evaluations and
1005 contamination assessment procedures and schedule provided by the Facility
1006 operator.

1007 H. **Vehicle Tare Weights for Approved Facility(ies).** Within thirty (30) Days prior to the
1008 Commencement Date, Contractor shall coordinate with the Facility operator(s) to
1009 ensure that all Collection vehicles used by Contractor to Transport Discarded
1010 Materials to Approved Facilities are weighed to determine unloaded ("tare") weights.
1011 Contractor shall work with Facility operator(s) to electronically record the tare weight,
1012 identify vehicle as Contractor's, and provide a distinct vehicle identification number for
1013 each vehicle. Contractor shall provide County with a report listing the vehicle tare
1014 weight information upon request. Contractor shall promptly coordinate with Facility

1015 operator to weigh additional or replacement Collection vehicles prior to Contractor
1016 placing them into service. Contractor shall check tare weights at least annually, or
1017 within fourteen (14) days of a County request, and shall re-tare vehicles immediately
1018 after any significant vehicle changes or maintenance service. County will cooperate
1019 with any reasonable request by Contractor for re-taring at Approved Facilities for
1020 which County is the Facility Capacity Guarantor.

1021 I. **Records and Investigations.** Contractor shall maintain accurate records of the
1022 quantities of Discard Materials Transported to and Accepted at the Approved
1023 Facility(ies) and shall cooperate with County and any regulatory authority in any audits
1024 or investigations of such quantities.

1025

1026 **6.2 CONTAMINATION MONITORING**

1027 **6.2.1 Contamination Monitoring Procedures**

1028 A. **General.** This Section presents inspection method(s) for Prohibited Container
1029 Contaminants to be used by the Contractor in conducting contamination monitoring
1030 required by Section 6.2. Upon request from the Contractor, County may approve use
1031 of other CalRecycle-approved methods of contamination monitoring.

1032 **B. Container Inspection Methods.**

1033

1034 1. **Option 1: Physical Container Inspections.** When Contractor's Collector Route
1035 personnel dismounts from Collection vehicles to empty a Container, such
1036 personnel shall lift the Container lid and observe the contents. Upon finding
1037 Prohibited Container Contaminants in a Container, Contractor shall follow the
1038 contamination noticing procedures and contaminated Container handling
1039 protocols set forth in Section 6.2.1.C.

1040 2. **Option 2: Visual Inspections via On-Board Monitoring System.** For Collection
1041 vehicles with automated Collection service, the Collection vehicle hopper shall
1042 be equipped with a video camera and monitoring system. The Contractor's
1043 Collector Route personnel shall observe, via the hopper video camera and
1044 monitoring system, the contents of the Containers as the materials are emptied
1045 into the vehicle. Upon finding Prohibited Container Contaminants in a Container,
1046 Contractor shall follow the contamination noticing procedures and contaminated
1047 Container handling protocols set forth in Section 6.2.1.C.

1048 The next day on which that Customer is to receive service, the Contractor's
1049 Collector Route personnel shall dismount the Collection vehicle, lift the lid of the
1050 Container, and visually inspect the contents of the Container. If the Contractor's
1051 Collector Route personnel determines that the Container again contains
1052 Prohibited Container Contaminants, Contractor shall follow the contamination

1053 noticing procedures and contaminated Container handling protocols set forth in
1054 Section 6.2.1.C.

1055 3. **Option 3: Visual Inspection via Remote Monitoring.**

1056 a. Contractor shall install camera equipment in Containers and use a cloud-
1057 based software that will enable Contractor, County, and/or other applicable
1058 enforcement personnel to monitor and examine the contents of Single-
1059 Family Containers using digital photographic images obtained from the
1060 cameras installed in the Containers. The digital images shall be maintained
1061 and accessible for examination through the Contractor's cloud-based
1062 software platform. Contractor will perform regular and frequent remote
1063 monitoring of each Container, automatically, manually, or in combination
1064 using the remote monitoring system.

1065 b. The Container monitoring system will capture digital pictures multiple times
1066 each day of the contents of the Container to document and visualize
1067 various layers of material in the Container. Capturing multiple digital
1068 pictures is necessary to detect Prohibited Container Contaminants
1069 throughout the Container. Contractor shall capture no less than ()
1070 digital pictures per Container per day, at time intervals of no less than
1071 () minutes/hours.

1072 c. Upon finding Prohibited Container Contaminants in a Container,
1073 Contractor shall follow the contamination noticing procedures and
1074 contaminated Container handling protocols set forth in Section 6.2.1.C, as
1075 applicable.

1076

1077 **C. Actions upon Identification of Prohibited Container Contaminants.**

1078 1. **Record Keeping.** The driver or other Contractor representative shall record each
1079 event of identification of Prohibited Container Contaminants in a written log, in
1080 the on-board computer system, or other County-approved record keeping
1081 system, including date, time, Customer's address, type of Container (Blue,
1082 Green, or Gray Container); and maintain photographic evidence, if required.
1083 Contractor shall submit this record to the Contractor's Customer service
1084 department, and Contractor's Customer service department shall update the
1085 Customer's account record to note the event, if the documentation of the on-
1086 board computer system did not automatically update the Customer's account
1087 record.

1088 2. **Identification of Excluded Waste.** If Contractor's personnel observe Excluded
1089 Waste in an uncollected Container, the Contractor's personnel shall issue a non-
1090 Collection notice for this Container in accordance with Section 6.2.1.C.5 and
1091 shall not Collect the Discarded Materials that contain Excluded Waste.

1092 Contractor's personnel shall record that observation in accordance with Section
1093 6.2.1.C.1 and immediately inform their route supervisor. Contractor shall follow
1094 protocols specified in Sections 6.2.1.C.5 and 6.2.1.C.6. The route supervisor
1095 shall investigate and initiate applicable action within one (1) Business Day or
1096 sooner if the Hazardous Waste may cause immediate danger.

1097 3. **Courtesy Pick-Up Notices.** Upon identification of Prohibited Container
1098 Contaminants in a Customer's Container, Contractor shall provide the Customer
1099 a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the
1100 Customer of the observed presence of Prohibited Container Contaminants; (ii)
1101 include the date and time the Prohibited Container Contaminants were observed;
1102 (iii) include information on the Customer's requirement to properly separate
1103 materials into the appropriate Containers, and the accepted and prohibited
1104 materials for Collection in the Blue Container, Green Container, and/or Gray
1105 Container; (iv) inform the Customer of the courtesy pick-up of the contaminated
1106 materials on this occasion with information that further instances (See guidance
1107 in subsection C.4 below) may subject the Customer to Contamination Processing
1108 fees or the issuance of a non-Collection notice; and, (v) shall include
1109 photographic evidence. Contractor shall leave the courtesy pick-up notice
1110 attached to or adhered to the Generators' contaminated Containers or by other
1111 communication within fourteen (14) days after determining that a violation has
1112 occurred.

1113 Contractor shall Collect the contaminated Source Separated Recyclable
1114 Materials or SSGCOW and Transport the material to the appropriate Approved
1115 Facility for Processing; or, Contractor may Collect the contaminated materials
1116 with Gray Container Waste and Transport the contaminated materials to the
1117 appropriate Approved Facility for Disposal or Processing.

1118 4. **Notice of Contamination Processing Fees.** If the Contractor observes
1119 Prohibited Container Contaminants in a Generator's Container on more than
1120 three (3) consecutive occasions and properly issues courtesy pick-up notices on
1121 each of those occasions, or otherwise observes Prohibited Container
1122 Contaminants in a Generator's Container on six (6) total occasions in any twelve
1123 (12) month period, the Contractor may impose a Contamination Processing Fee
1124 of 25% of service level provided (which will be adjusted annually pursuant to
1125 Article 10). Contractor shall notify the County in its monthly report of Customers
1126 for which Contamination Processing Fees were charged. Contractor shall leave
1127 a Contamination Processing Fee notice attached to or adhered to the
1128 Generators' contaminated Containers or by other communication within fourteen
1129 (14) days after determining that a violation has occurred. The Contamination
1130 Processing Fee notice shall describe the specific material(s) of issue, explain
1131 how to correct future set outs, and indicate that the Customer will be charged a
1132 contamination Processing fee on its next bill. The format of the Contamination
1133 Processing Fee notice shall be approved by the County Contract Manager.

1134 Contractor shall Collect the contaminated Source Separated Recyclable
1135 Materials or SSGCOW and Transport the material to the appropriate Approved
1136 Facility for Processing.

1137 5. **Non-Collection Notices.** Upon identification of Prohibited Container
1138 Contaminants in a Container in excess of standards agreed upon by the Parties
1139 or Excluded Waste, Contractor shall provide a non-Collection notice to the
1140 Generator. The non-Collection notice shall, at a minimum: (i) inform the
1141 Customer of the reason(s) for non-Collection; (ii) include the date and time the
1142 notice was left or issued; (iii) describe the premium charge to Customer for
1143 Contractor to return and Collect the Container after Customer removes the
1144 Contamination; and, (iv) provide a warning statement that a contamination
1145 Processing fee may be assessed if Prohibited Container Contaminants are
1146 observed on more than three (3) consecutive occasions. The non-Collection
1147 notice shall include photographic evidence of the violation(s).

1148 The Contractor's notice of non-Collection may be left attached to or adhered to
1149 the Generator's Container, or at the Premises' door or gate at the time the
1150 violation occurs, or subject to County's approval, may be delivered by mail, e-
1151 mail, text message, or other electronic message.

1152 Contractor shall submit a sample of its non-Collection notice to the County
1153 Contract Manager for approval prior to implementing use of it with Customers.

1154 6. **Communications with Customer.** Whenever a Container at the Premises of a
1155 Customer is not Collected, Contractor shall contact the Customer on the
1156 scheduled Collection day or within twenty four (24) hours of the scheduled
1157 Collection day by telephone, email, text message, or other verbal or electronic
1158 message to explain why the Container was not Collected. Whenever a Container
1159 is not Collected because of Prohibited Container Contaminants, a Customer
1160 service representative shall contact the Customer to discuss, and encourage the
1161 Customer to adopt proper Discarded Materials preparation and separation
1162 procedures.

1163 7. **Contractor Return for Collection.** Upon request from Customer, Contractor
1164 shall Collect Containers that received non-Collection notices within one (1)
1165 Working Day of Customer's request if the request is made at least two (2)
1166 Working Days prior to the regularly scheduled Collection Day. Contractor shall
1167 bill Customer for the extra Collection service event ("extra pick-up") at the
1168 applicable County-approved Rates only if Contractor notifies Customer of the
1169 premium Rate for this service at the time the request is made by Customer.

1170 8. **Chronic Contamination of Materials.** In the event that, in the Contractor's
1171 discretion, a Generator repeatedly and frequently places Prohibited Container
1172 Contaminants in any Container, or otherwise abuses the services described in
1173 this Agreement, Contractor shall notify the County. If such Generator is located
1174 within a Mandatory Service Area, the County reserves the right to require the

1175 Generator to subscribe to an increased Service Level. If the Generator is located
1176 outside of a Mandatory Service Area, County may authorize the Contractor to
1177 stop service to that Generator. Contractor may, in Contractor's discretion, require
1178 payment of one billing cycle's service in advance of providing service to any
1179 Customer whose service has been previously discontinued due to chronic
1180 contamination. Contractor shall not require Service Level changes or stop
1181 service to any Generator in accordance with this Section without the prior written
1182 approval of the County.

1183 **D. Disposal of Contaminated Materials.** If the Contractor observes Prohibited
1184 Container Contaminants in a Generator's Container(s), Contractor may Dispose of the
1185 Container's contents, provided Contractor complies with the noticing requirements in
1186 Section 6.2.1.C.5 above.

1187 **6.2.2 Contamination Monitoring**

1188 **A. Collector Route Review Contamination Monitoring by Contractor**

1189 **1. Methodology and Frequency**

1190 Contractor shall, at its sole expense, conduct Collector Route reviews for
1191 Prohibited Container Contaminants in Collection Containers in a manner that is
1192 deemed safe by the Contractor; is approved by the County; and, is conducted in
1193 a manner that results in all Collector Routes being reviewed annually or more
1194 frequently.

1195 Contractor shall develop a Collector Route review methodology to accomplish
1196 the above Container inspection requirements and such methodology shall
1197 comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall
1198 submit its proposed Collector Route review methodology for the coming year to
1199 the County no later than January 15 of each year describing its proposed
1200 methodology for the calendar year and schedule for performance of each
1201 Collector Route's annual review. County will review and approve the proposed
1202 methodology. Contractor may commence with the proposed methodology upon
1203 approval.

1204 If the County and/or CalRecycle notifies the Contractor that the methodology is
1205 inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor
1206 shall, at its sole expense, revise the methodology and, after obtaining County or
1207 CalRecycle approval, conduct additional Collector Route reviews, increased
1208 Container inspections, or implement other changes using the revised procedure.
1209 If the Contractor's proposed methodology meets the requirements of 14 CCR
1210 Section 18984.5(b), but has been deemed inadequate by the County, the
1211 Contractor shall, at the expense of the County, revise the methodology and
1212 implement the necessary changes using the revised procedure.

1213 The County's Contract Manager may request, and Contractor shall accept,
1214 modifications to the schedule to permit observation of the Collector Route
1215 reviews by the County. In addition, Contractor shall provide an email notice to
1216 the County's Contract Manager no less than ten (10) Working Days prior to each
1217 scheduled Collector Route review that includes the specific time(s), which shall
1218 be within the County's normal business hours, and location(s).

1219 2. **Noticing of Generators with Contamination, Non-Collection, and Disposal**
1220 **of Materials.**

1221 Upon finding Prohibited Container Contaminants in a Container, Contractor shall
1222 follow the contamination noticing procedures and contaminated Container
1223 handling protocols set forth in Sections 6.2.1.C.

1224 3. **Reporting Requirements.**

1225 Contractor shall maintain records and report to the County on contamination
1226 monitoring activities and actions taken, in accordance with Exhibit D.

1227 **6.3 EDUCATION AND OUTREACH**

1228 A. **General.** In order to promote public education, Contractor shall create all public
1229 education materials and conduct education programs and activities described in this
1230 Section at its expense.

1231 B. **Program Objectives.** Contractor's public education and outreach strategy shall focus
1232 on improving Generators' understanding of the benefits of and opportunities for source
1233 reduction, Reuse, and Landfill Disposal reduction. In general, Contractor-provided
1234 public education and outreach, which shall include all content required by this Section
1235 6.3, should: (i) inform Generators about the services that are provided under this
1236 Agreement with specific focus on describing the methods and benefits of source
1237 reduction, Reuse, and reduction of Solid Waste Disposal; (ii) instruct Generators on
1238 the proper method for placing materials in Containers for Collection and setting
1239 Containers out for Collection with specific focus on minimizing contamination of
1240 Source Separated Recyclable Materials and SSGCOW; (iii) clearly define Excluded
1241 Waste and educate Generators about the hazards of such materials and their
1242 opportunities for proper handling; (iv) discourage Generators from buying products if
1243 the product and its packaging are not readily reusable, recyclable, or compostable; (v)
1244 encourage the use of Compost; and, (vi) encourage Generators to purchase
1245 products/packaging made with Recycled-content materials. The cumulative intended
1246 effect of these efforts is to reduce each Generator's reliance on Contractor-provided
1247 Gray Container Waste service and, ultimately, Disposal, and Contractor agrees to
1248 support and not undermine or interfere with such efforts

1249 C. **Contractor Cooperation and/or Support for County Educational Efforts.**
1250 Contractor acknowledges that they are part of a multi-party effort to operate and
1251 educate the public about the integrated waste management system. Contractor shall

1252 cooperate and coordinate with the County Contract Manager on public education
1253 activities to minimize duplicative, inconsistent, or inappropriately timed education
1254 campaigns.

1255 Contractor shall obtain approval from the County Contract Manager on all Contractor-
1256 provided public education materials including, but not limited to: print, radio, television,
1257 or internet media before publication, distribution, and/or release. County shall have
1258 the right to request that Contractor include County identification and contact
1259 information on public education materials and approval of such requests shall not be
1260 unreasonably withheld. The County reserves the right to direct the Contractor to
1261 modify the education and outreach program at any time.

1262 **D. Annual Education Plan.** Annually, Contractor shall develop and submit an annual
1263 public education plan to promote the programs performed by Contractor under this
1264 Agreement. The annual public education plan shall present the education activities for
1265 the upcoming calendar year and shall be submitted with the Contractor's annual report
1266 in accordance with Exhibit D. Each public education plan shall specify the target
1267 audience for services provided, include upcoming promotions for ongoing and known
1268 special events, identify program objectives, individual tasks, public education
1269 materials to be developed or updated, opportunities for expanded partnerships, and a
1270 timeline for implementation. The County Contract Manager shall be permitted to
1271 provide input on each annual public education plan, and the plan shall not be finalized
1272 or implemented without approval of the County Contract Manager. Each plan's
1273 implementation success shall be measured according to the deadlines identified and
1274 products developed. Contractor shall meet with the County Contract Manager to
1275 present and discuss the plan. County Contract Manager shall be allowed up to thirty
1276 (30) days after receipt to review and request modifications. The County Contract
1277 Manager may request, and Contractor shall not unreasonably deny, modifications to
1278 be completed prior to approving the plan. Contractor shall have up to fifteen (15)
1279 Business Days to revise the plan in response to any requested changes by the County
1280 Contract Manager. Any further delays may result in Liquidated Damages for failure to
1281 perform education and outreach activities as identified in Exhibit C. Each Business
1282 Day that the plan is late shall count as a single event/activity.

1283 **E. Education Requirements during Program Implementation/Roll-Out.**

1284 During the first six (6) months following the Effective Date of this Agreement,
1285 Contractor shall conduct an education campaign focused on informing Customers of
1286 the Collection programs described in Section 5.2, highlighting changes from prior
1287 Collection service programs. At a minimum, Contractor shall perform the activities
1288 listed below and shall perform these services in a manner that complies with
1289 requirements of this Section 6.3 and 14 CCR, Division 7, Chapter 12, Article 4.

- 1290 1. Prepare and distribute an initial mailer to all Customers explaining the changes
1291 from the existing Collection programs to new programs, Collector Route
1292 changes, dates of program implementation, Recycling and Landfill Disposal
1293 reduction programs available, special services available, holiday Collection

1294 schedules, proper handling and disposal of Household Hazardous Waste,
1295 Contractor's contact information, and any additional education and outreach
1296 information specified in 14 CCR, Division 7, Chapter 12, Article 4. The initial
1297 mailer shall be printed and mailed or hand delivered to Customers, and shall also
1298 be made available in an electronic format through the Contractor's website.
1299 Contractor may provide a Customer with an electronic version of the initial mailer,
1300 rather than a printed version, if specifically requested by the Customer.

1301 2. Prepare a "how-to" flyer describing how to prepare Source Separated Recyclable
1302 Materials, SSGCOW, and Gray Container Waste for Collection and describe the
1303 acceptable materials that can be included in the Blue and Green Containers, as
1304 well as non-allowable materials. The flyer should emphasize any new types of
1305 Source Separated Recyclable Materials to be included in Blue Containers and
1306 the new SSGCOW Collection program The flyers shall be printed and distributed
1307 to each Customer, as well as made available in an electronic format through the
1308 Contractor's website. Contractor may provide a Customer with an electronic
1309 version of the flyer rather than a printed version, if specifically requested by the
1310 Customer.

1311 3. Prepare and distribute public service announcements (PSA) for local
1312 newspapers and/or other targeted media.

1313 4. All education material designed and/or distributed by the Contractor shall be
1314 submitted to the County Contract Manager for approval prior to distribution or
1315 posting on the Contractor's website.

1316 **F. Annual and/or Ongoing Education Requirements.**

1317 **1. Specific Annual Educational Activities**

1318 a. Annual Notice of Requirements. Not less than once per year during each
1319 Rate Year, Contractor shall prepare and distribute to each Customer a
1320 mailer that includes information specified in 14 CCR Section 18985.1(a).
1321 Such mailer shall be distributed by Contractor to all Single-Family
1322 Generators. Contractor shall also make this notice available in an
1323 electronic format through the Contractor's website.

1324 b. Billing Inserts. Upon County request, and no more than twice per year,
1325 Contractor agrees to insert and distribute brochures, newsletters, or other
1326 information developed by the County as inserts in Contractor's Customer
1327 invoices at no additional charge to the County. Upon County request,
1328 Contractor shall be responsible for printing the bill inserts. For Customers
1329 receiving electronic bills, Contractor agrees to distribute brochures,
1330 newsletters, or other information developed by the County as attachments
1331 to Customer invoices at no additional charge to the County. Contractor
1332 shall provide electronic bill inserts (or separate email attachments) to
1333 Customers who are billed electronically, and paper bill inserts to

1334 Customers who receive paper bills. Electronic bill inserts/attachments must
1335 be readily available for the Customer to view upon receipt of the invoice
1336 (attachments shall not be provided as links). Upon County request for such
1337 inserts, Contractor shall comply with such request during its next billing
1338 cycle for the targeted Customer group. Contractor shall perform this
1339 service with no additional requirement for compensation. If the County shall
1340 wish to do more than two inserts/distribution per year, it may require the
1341 Contractor to do so but Contractor shall be entitled to reimbursement from
1342 the County in such event.

1343 c. Minimum Website Requirements. Contractor shall develop and maintain a
1344 website (with a unique URL specific to the County) that is specifically
1345 dedicated to the County to provide Generators with detailed service
1346 information. The website or webpage shall be accessible by the public, and
1347 shall include all education and outreach materials being provided, without
1348 requirement for login. Contractor shall update the website regularly so that
1349 information provided is current.

1350 d. Instructional Service Guide. Contractor shall prepare a service guide that
1351 describes available services, including how to place Containers for
1352 Collection, which materials should be placed in each Container and
1353 prohibited materials, and provides Collection holidays and a Customer
1354 service phone number. The service guide shall be printed and delivered
1355 with each set of Containers distributed to a Generator and shall be
1356 delivered annually to all Generators. Upon County request, Contractor
1357 shall, at its sole expense, revise, re-print, and redistribute service guides
1358 once every three (3) years or at least ninety (90) days prior to a change in
1359 the accepted or prohibited materials for any program. Contractor shall
1360 make the service guide available in an electronic format through the
1361 Contractor's website. Contractor may provide an electronic version of the
1362 instructional service guide rather than a printed version, if requested by the
1363 Customer.

1364 e. Provision of Educational Materials to Non-Compliant Entities. Contractor
1365 shall provide educational materials to non-compliant entities under this
1366 Agreement.

1367 G. **Minimum Content Requirements.** Contractor shall include the following education
1368 and outreach content to Customers by incorporation of this content into the public
1369 education materials described in Section 6.3.F.

1370 1. Information on the Generator's requirements to properly separate Source
1371 Separated Recyclable Materials, SSGCOW, and Gray Container Waste and
1372 place such materials in appropriate Containers pursuant to this Agreement, SB
1373 1383 Regulations, and all other Applicable Law.

1374 2. Information on methods for the prevention of Source Separated Recyclable

- 1375 Materials and SSGCOW generation; managing SSGCOW on Generator's
 1376 Premises through composting or other Landfill Disposal reduction activities
 1377 allowed under 14 CCR Sections 18983.1 and 18983.2; sending SSGCOW to
 1378 Community Composting operations; and any other local requirements regarding
 1379 Discarded Materials.
- 1380 3. Information regarding the methane reduction benefits of reducing the Disposal of
 1381 SSGCOW, and the method(s) that the Contractor uses to recover SSGCOW.
- 1382 4. Information regarding how to recover Source Separated Recyclable Materials,
 1383 SSBCOW, and SSGCOW.
- 1384 5. Information related to the public health and safety and environmental impacts
 1385 associated with the Disposal of SSGCOW and SSBCOW.
- 1386 6. Information regarding Self-Hauling requirements for Generators located outside
 1387 of Mandatory Service Areas.
- 1388 7. Any other federal, State, or local requirements to properly separate Discarded
 1389 Materials or other necessary actions by Generators, including applicable
 1390 requirements of the County Code, SB 1383 and corresponding regulations.

1391 **H. Material Distribution Methods**

1392 Contractor shall use the following methods to provide education information to
 1393 Customers. All materials are to be approved by the County prior to distribution.

1394 1. **Printed materials.** Contractor shall provide printed education materials as
 1395 described in Sections 6.3.E and 6.3.F. The Contractor shall be responsible for
 1396 the design, printing, and distribution of these materials. All Contractor-printed
 1397 public education materials shall, at a minimum, use recycled paper and/or be
 1398 made of recycled material. The Contractor will use 100% post-consumer paper
 1399 if available, if not the maximum post-consumer content available, and procure
 1400 printed materials from local businesses whenever possible.

1401 2. **Electronic materials and website content.** Contractor shall provide electronic
 1402 and website content for education and outreach materials, which may include,
 1403 but are not limited to: digital graphics, digital versions of print materials, social
 1404 media posts, and blog posts. The Contractor shall be responsible for the design,
 1405 posting, and electronic distribution of these materials.

1406 **I. Non-English Language Requirements**

1407 The Contractor shall make all public education and outreach materials required by this
 1408 Section available in English and Spanish.

1409 Upon County request, Contractor shall provide materials in additional languages
 1410 beyond those specified in this Section in response to shifting demographics within the

1411 County; updates to State requirements or Applicable Law; or, any other reason
1412 deemed appropriate by the County.

1413 **J. Record Keeping and Reporting Requirements**

1414 Contractor shall comply with the public education and outreach record keeping and
1415 reporting requirements of Exhibit D.

1416 **K. Personnel**

1417 A representative of the Contractor who is knowledgeable of County Service Area C,
1418 services provided under this Agreement, and Rates shall be available from 8 a.m. to
1419 5 p.m. Monday through Friday to communicate with the public by telephone.
1420 Contractor shall maintain a local or toll-free telephone number which it shall publicize.
1421 Annually, and upon hiring of new staff, the Contractor is required to conduct thorough
1422 training of all Customer service representatives who may respond to Generator calls
1423 regarding Contractor's Collection services and SB 1383 Regulatory requirements.
1424 Customer service representatives shall accurately communicate program
1425 requirements and the accepted and prohibited materials for each material stream for
1426 each Customer type. New Customer service representatives shall not be assigned to
1427 the County prior to completing SB 1383 Regulations training. The County reserves the
1428 right to require changes to the call routing process and training and qualifications for
1429 Customer service representatives assigned to the County if a pattern of inaccurate
1430 information provision is observed.

1431 Annually, and upon hiring of new staff, Contractor shall conduct thorough training of
1432 all Collector Route personnel that come into contact with Generators on the Collection
1433 program requirements and the accepted and prohibited materials for each material
1434 stream for each Customer type.

1435 **6.4 BILLING**

1436 **A. General Billing Requirements**

1437 1. **Contractor Responsible.** Contractor shall bill all Customers and be responsible
1438 for collecting payment from Customers. Billing shall be performed on the basis
1439 of services rendered and this Agreement shall create no obligation on the part of
1440 any Person on the sole basis of the Ownership of property. Individual contracts
1441 between Contractor and a Customer for services provided under this Agreement
1442 shall be prohibited unless otherwise approved in writing by the County Contract
1443 Manager on a case-by-case basis.

1444 2. **Frequency.** Contractor shall bill all Single-Family Customers **quarterly** in
1445 advance of services provided. Contractor shall bill Customers for any on-call
1446 and/or non-recurring services no more frequently than monthly and shall only bill
1447 for services provided during the previous billing period. Contractor shall remit
1448 invoices to Customers no earlier than the twentieth (20th) day of the month

1449 preceding the period for which service is being billed. Quarterly billing shall be
1450 on the calendar quarter (January-March, April-June, July-September, and
1451 October-December).

1452 3. **Bill Format.** Contractor shall bill Customers electronically using paperless
1453 invoices; however, Contractor shall bill Customers who decline or are otherwise
1454 unable to provide email contact information by standard mail, using standard
1455 (paper) invoices. Contractor shall permit Customers the ability to pay their bills
1456 through an electronic check or credit card and include the ability for Customer
1457 billings to be automatically charged on a recurring basis. Contractor shall prepare
1458 and mail bills and collect payments from Customers who decline to use such
1459 internet-based billing system. Contractor shall make arrangements to allow such
1460 Customers to pay bills by cash, check, electronic check, money order, and credit
1461 card.

1462 4. **Bill Inserts.** Contractor shall include bill inserts in accordance with Section 6.3.

1463 5. **Records.** Contractor shall maintain copies of all billings and receipts, each in
1464 chronological order, for the Term of this Agreement, for inspection and
1465 verification by the County Contract Manager at any reasonable time, but in no
1466 case more than thirty (30) calendar days after receiving a request to do so.

1467 6. **Non-Payment and Bad Debt.**

1468 (a) **Mandatory Service Areas.** Contractor shall continue to provide Collection
1469 service to Single-Family Customers in Mandatory Service Areas in the
1470 event of nonpayment. Contractor shall notify the Director of all Customers
1471 in Mandatory Service Areas with payments for Base Services, including
1472 Contamination Fees allowed to be imposed related to contaminated Base
1473 Services Containers but only as described and in strict accordance with
1474 Section 6.2.1.C.4, which are sixty (60) days or more past due. Once each
1475 calendar year during the Term of this Agreement, County shall reimburse
1476 Contractor, either by direct payment or by application of a credit against
1477 fees due County from Contractor pursuant to this Agreement, for the full
1478 amount of delinquent Base Services payments from Customers in
1479 Mandatory Service Areas. County shall have no obligation to reimburse
1480 Contractor for delinquent charges of any type outside of Base Services from
1481 Customers in Mandatory Service Areas. In the event such delinquent
1482 Customer pays Contractor after notification to County but before
1483 reimbursement by County, Contractor shall notify County of such payment,
1484 and County shall deduct from any reimbursement due the amount of such
1485 payment.

1486 (b) **Non-Mandatory Service Areas.** Contractor shall be responsible for
1487 collection of payment from Customers with past due accounts (“bad debt”)
1488 outside of Mandatory Service Areas. Contractor may make reasonable
1489 efforts to obtain payment from such delinquent accounts through issuance

1490 of late payment notices, telephone requests for payments, and assistance
1491 from collection agencies. Contractor may deny services to any Customer
1492 who, after thirty (30) days from written demand therefore, has any amount
1493 due to Contractor for services rendered prior to such demand. Contractor
1494 may, in Contractor's discretion, require payment of one billing cycle's
1495 service in advance of providing service to new Customers or to any
1496 Customer whose service has been previously discontinued due to
1497 nonpayment.

1498 B. **Rates.** Contractor shall bill Customers and collect Customer payments at Rates not
1499 to exceed the County-approved maximum Rates.

1500 C. **Application of Contamination Surcharges.** In accordance with Section 6.2.1.C.4,
1501 the Contractor shall assess contamination Processing fees on Customers with
1502 repeated occurrences of excess Prohibited Container Contaminants. Any
1503 contamination Processing fees to be assessed for a Customer shall be included and
1504 itemized on the Customer's invoice for the billing period in which the Contractor
1505 notified the Customer of the assessment of the contamination Processing fee.

1506 D. **Universal Enrollment Process.** County requires that Single-Family Generators in
1507 Mandatory Service Areas are enrolled in Collection services pursuant to County Code
1508 Section 5-2404. Single-Family Generators located in Service Area C but outside of
1509 Mandatory Service Areas who do not obtain a Generator waiver pursuant to Section
1510 6.5 must also enroll in Collection services with Contractor as provided in this
1511 Agreement.

1512 Contractor shall assist the County in ensuring that the enrollment of Generators occurs
1513 in a timely and efficient manner. At least two (2) times per year, Contractor shall
1514 reconcile and confirm universal enrollment of Generators by comparing its Customer
1515 list to parcel information and calculating the percentage of total Generators enrolled
1516 in County's Collection program. As part of this analysis, Contractor shall provide the
1517 County with a summary of any discrepancies found between the Customer list and
1518 parcel information, including the names and addresses of all Generators that were
1519 found to be the subject of a discrepancy. In accordance with Exhibit D, Record
1520 Keeping and Reporting, Contractor shall maintain records and provide reports on the
1521 Generators' Service Level and list of non-enrolled Generators, and other information
1522 necessary for the County to verify the universal enrollment of Generators.

1523 **6.5 GENERATOR WAIVERS**

1524 County may grant waivers to Generators that impact the scope of Contractor's provision
1525 of service for those Customers (including, but not limited to Self-Haul waivers to
1526 Generators outside of Mandatory Service Areas). Waivers issued shall be subject to
1527 compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section

1528 18984.11, County Code Sections 5-2980 or 5-2984 or other requirements specified by
1529 the County.

1530 Upon Contractor request, no more than two (2) times per year, the County shall provide
1531 Contractor an updated listing of waivers approved by the County, including the
1532 Generators' names, mailing address, service address, and type of waiver.

1533 **6.6 INSPECTION AND ENFORCEMENT**

1534 **A. Annual Compliance Reviews**

1535 1. **General.** Contractor shall annually perform compliance reviews described in this
1536 Section, unless otherwise noted.

1537 2. **Annual Collector Route Review.** Contractor shall conduct annual Hauler Route
1538 reviews of Single-Family Generators for compliance with the County's Discarded
1539 Materials Collection program and Container contamination monitoring. These
1540 Collector Route reviews may be performed concurrently with the contamination
1541 monitoring Collector Route reviews, provided that Contractor documents a
1542 reasonable sampling of Generators for which compliance with the County's
1543 Discarded Materials Collection program during the Collector Route review was
1544 assessed.

1545 **B. Compliance Review Process**

1546 1. **Number of Reviews.** The Contractor shall conduct a sufficient number of
1547 Collector Route reviews and inspections of Generators to adequately determine
1548 the Generators' overall compliance with SB 1383 Regulations, and Sections 5-
1549 2985 and 5-2986 of the County Code. County reserves the right to require
1550 additional inspections, if the County determines that the amount of inspections
1551 conducted by the Contractor is insufficient. County may require the Contractor to
1552 prioritize inspections of entities that the County determines are more likely to be
1553 out of compliance.

1554 2. **Non-Compliant Entities.** Contractor shall provide educational materials in
1555 response to violations to the non-compliant Customers and Generators within
1556 ten (10) days of determination of non-compliance or immediately upon
1557 determination of non-compliance if such non-compliance is determined during an
1558 inspection or Collector Route review. Contractor shall document the non-
1559 compliant Customers and Generators and the date and type of education
1560 materials provided, and shall report such information to the County in accordance
1561 with Exhibit D. The County shall be responsible for subsequent enforcement
1562 action against the Generators.

1563 3. **Documentation of Inspection Actions.** The Contractor shall generate a written
1564 and/or electronic record and maintain documentation for each inspection,
1565 Collector Route review, and compliance review conducted, including the

1566 information described in Exhibit D.

1567 **6.7 SERVICE COMPLAINTS**

1568 A. **Documentation of Complaints.** The Contractor agrees to maintain a computer
1569 database log of all oral and written complaints received by Contractor from Customers
1570 or other Persons. Contractor shall be responsible for the prompt and courteous
1571 attention to, and prompt and reasonable resolution of, all Customer complaints.
1572 Contractor agrees to document and maintain for a period of at least twelve (12) months
1573 on a form or log all Complaints registered by Customers and Persons, in accordance
1574 with this Section and Exhibit D. For complaints received in which the Person alleges
1575 that an entity is in violation of SB 1383 Regulations, Contractor shall notify the County
1576 and proceed in accordance with Section 6.7.B.

1577 B. **Investigation of SB 1383 Regulatory Non-Compliance Complaints.** County shall
1578 notify Contractor of any complaints received for alleged SB 1383 violations by
1579 Generators within Contractor's service area. Within thirty (30) calendar days of
1580 receiving notice of a complaint, Contractor shall provide County with requested
1581 information related to the alleged violation, including but not limited to the following:
1582 the subscribed Service Level of the entity that may not be compliant with SB 1383
1583 Regulations; confirmation of whether the potentially non-compliant entity has been
1584 approved for a Generator waiver in accordance with Section 6.5; and, a
1585 recommendation to County on whether or not the entity is in violation of SB 1383
1586 Regulations. Upon request by County, Contractor shall also inspect the Premises of
1587 the entity identified by the complainant, and/or contact the entity to gather more
1588 information. Contractor is not required to investigate complaints against Food
1589 Recovery Organizations or Food Recovery Services. The County shall make a final
1590 determination of the allegations against the entity.

1591 **6.8 NON-DISCRIMINATION IN PROVISION OF SERVICE**

1592 Contractor shall not discriminate in the provision of service or the employment of Persons
1593 engaged in performance of this Agreement on account of race, religious creed, color,
1594 national origin, ancestry, physical handicap, medical condition, marital status, or sex of
1595 such Persons or as otherwise prohibited by law or regulation. Contractor's rates, fees, or
1596 charges for all services rendered pursuant to this Agreement shall be non-discriminatory
1597 and uniform for equal services rendered.

1598 **ARTICLE 7: STANDARDS OF PERFORMANCE**

1599 **7.1 GENERAL**

1600 Contractor shall at all times comply with Applicable Laws, hold all permits, licenses and/or
1601 other documents or approvals required for the lawful provision of service under this
1602 Agreement, and provide services in a manner that is safe to the public and the
1603 Contractor's employees. Except to the extent that a higher performance standard is

1604 specified in this Agreement, Contractor shall perform services in accordance with
1605 Discarded Materials management practices common to California.

1606 7.2 OPERATING HOURS AND SCHEDULES

1607 A. **Hours of Collection.** Unless otherwise authorized by the County Contract Manager,
1608 Contractor's days and hours for Collection operations shall only occur between the
1609 hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.

1610 B. **Holiday Collection Schedule.** Contractor, at its sole discretion, may choose not to
1611 provide Collection services on a holiday. In such event, Contractor shall provide
1612 Collection services on the day following the holiday thereby adjusting subsequent
1613 work that week; however, Customer service days shall be returned to the normal
1614 schedule within one (1) week of the holiday. The Contractor shall provide Customers
1615 notice of holiday-related changes in Collection schedules at least two (2) weeks prior
1616 to the change.

1617 7.3 COLLECTION STANDARDS

1618 A. **Servicing Containers.** Contractor shall pick up and return each Container to the
1619 location where the Generator properly placed the Container for Collection. Contractor
1620 shall place the Containers upright with lids properly secured.

1621 Contractor, at the request of Customers, may provide special services including: (i)
1622 unlocking Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or
1623 pushing Containers to the Collection vehicle.

1624 B. **Litter Abatement.** Contractor shall use due care to prevent spills or leaks of material
1625 placed for Collection, fuel, and fluids while providing services under this Agreement.
1626 If any materials are spilled or leaked during Collection and Transportation, the
1627 Contractor shall clean up all spills or leaks before leaving the site of the spill, unless
1628 such spillage/leakage is the result of overloaded Containers.

1629 Contractor shall not transfer loads from one vehicle to another on any public street,
1630 unless it is necessary to do so because of mechanical failure, hot load (combustion of
1631 material in the truck), or accidental damage to a vehicle.

1632 Contractor shall cover all open Drop Boxes at the pickup location before Transporting
1633 materials to the Approved Facility.

1634 C. **Noise.** All Collection operations shall be conducted as quietly as possible and shall
1635 conform to applicable Federal, State, and County noise level regulations. The County
1636 may conduct random checks of noise emission levels to ensure such compliance.

1637 7.4 COLLECTION VEHICLE REQUIREMENTS

1638 A. **General Requirements.** All vehicles used by the Contractor in providing Discarded
1639 Materials services shall be registered with the California Department of Motor Vehicles

1640 and shall meet or exceed all legal standards including, but not limited to, 14 CCR
1641 Section 17341 et seq. Collector agrees to maintain all of its Collection vehicles in
1642 compliance with the provisions of Applicable Law and regulations, including but not
1643 limited to the California Vehicle Code and County Code. Collector's vehicle shall carry
1644 a shovel, broom, and fire extinguisher and shall be equipped with an audible automatic
1645 back up or other acceptable warning devices.

1646 **Zero Emission Vehicles.** The County and Contractor agree that Contractor's
1647 obligations and/or scope of services under this Agreement exclude any existing
1648 requirements regarding the future conversion of fleets, or any part thereof, to Zero-
1649 emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future acquisition,
1650 hiring or use of ZEVs or NZEVs under Applicable Law, including without limitation
1651 Sections 2015 et seq. of Title 13 of the California Code of Regulations. Should such
1652 existing Applicable Law apply to any Contractor's vehicles used in the provision of
1653 services under this Agreement during the Term, then the County and Contractor agree
1654 to meet and confer in good faith to amend this Agreement to incorporate provisions
1655 and obligations reasonably necessary to comply with such Applicable Law, and
1656 Contractor shall be entitled to a Service Rates adjustment in accordance with Section
1657 10.3 for such change in Contractor's obligations and/or scope of services under this
1658 Agreement.

1659 B. **Vehicle Identification.** Contractor's name, local telephone number, and a unique
1660 vehicle identification number designed by Contractor for each vehicle shall be painted
1661 (in letters at least three (3) inches high) on each side of each vehicle.

1662 C. **Cleaning and Maintenance:**

1663 1. General. Contractor shall maintain all of its properties, facilities, and equipment
1664 used in providing service under this Agreement in a safe, neat, clean, and operable
1665 condition at all times. Each truck shall be designed so that Discarded Materials,
1666 oil, or grease will not blow, fall, or leak out of the truck onto the street. All Discarded
1667 Materials shall be transported by means of vehicles equipped with leak -resistant
1668 bodies fitted with close-fitting covers.

1669 2. Cleaning. Vehicles used in the Collection of Discarded Materials shall be washed
1670 on a regular basis so as to present a clean appearance and minimize odors.

1671 3. Storage. Contractor shall arrange to store all vehicles and other equipment in
1672 location(s) in accordance with County's applicable zoning regulations, if stored
1673 within the County. Collection vehicles when not in use must be parked in an off-
1674 street location, except in an emergency situation.

1675 4. Covers. Vehicles shall be equipped with a mechanical cover or tarp, that is
1676 adequate to cover and prevent Discarded Materials from blowing out of the vehicle.

1677 5. Operation. Vehicles shall be operated in compliance with the California Vehicle
1678 Code, 14 CCR, Division 7, Chapter 3, Article 5 and all applicable safety and local

1679 ordinances. Contractor shall not load vehicles in excess of the manufacturer's
1680 recommendations or limitations imposed by State or local weight restrictions on
1681 vehicles.

1682 6. Modifications. Upon approval of the Director, Collector may modify the equipment
1683 standards under any of the following conditions.

1684 (a) Collection Routes or areas which are extremely difficult to serve with
1685 standard Collection vehicle;

1686 (b) Unusual topography; and/or,

1687 (c) Difficult road/driveway access problems.

1688 7. **Vehicle Inspection.** All trucks used in the Collection and transportation of Discarded
1689 Materials may be inspected at such time and place as designated by the Director. The
1690 Director, or their designee, may schedule an annual inspection for randomly selected
1691 trucks operated by Collector. Upon request from the Director, Contractor shall provide
1692 copies of CHP BIT inspection reports for any vehicle used in performing services
1693 under this Agreement. The Director may revoke the use of any truck that fails to meet
1694 the requirements of this Agreement, and such truck shall not be used for the Collection
1695 or transportation of Discarded Materials until its default has been corrected to the
1696 satisfaction of the Director. Revocation of the right to use a particular truck shall not
1697 excuse Collector from performing any of its obligations under this Agreement.

1698 8. **Inventory.** Contractor shall annually furnish to the County a current vehicle inventory
1699 of Contractor's vehicles used to provide Collection services under this Agreement.

1700 7.5 CONTAINER REQUIREMENTS

1701 A. Provision of Containers by Contractor and Color Standards

1702 1. **General.** Contractor shall use the Contractor-provided Collection Containers
1703 that are currently located at Customers' Premises or provide Customers with
1704 Collection Containers from Contractor's current inventory.

1705 No later than the Commencement Date, Contractor shall provide all Customers
1706 with Collection Containers that comply with the Container color requirements
1707 specified in this Section or as otherwise specified in 14 CCR Section 18982; 14
1708 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. At least ninety
1709 (90) days in advance of Contractor Container purchases or repainting of metal
1710 Containers, Contractor shall present proposed colors to the County for review
1711 and approval. If an existing Container breaks or is otherwise rendered non-
1712 functional, the Contractor shall replace the non-functional Container with a
1713 Container that complies with the color requirements of this Section.
1714 Notwithstanding this Section, the Contractor is not required to replace functional
1715 Containers, including Containers purchased prior to the Effective Date, that do

1716 not comply with the color requirements of this Section prior to the end of the
1717 useful life of those Containers, or prior to January 1, 2037, whichever comes first.

1718 2. **Blue Containers (Source Separated Recyclable Materials)**

1719

1720 **Option 1:** Blue Containers must have a lid that is blue in color; and a body that is
1721 {insert any other color} in color. Hardware such as hinges and wheels on the Blue
1722 Containers may be a different color.

1723 **Option 2:** Blue Containers must have a body that is blue in color, and a lid that is
1724 gray in color. Hardware such as hinges and wheels on the Blue Containers may
1725 be a different color.

1726 **Option 3:** Blue Containers must have a lid and body that is blue in color.
1727 Hardware such as hinges and wheels on the Blue Containers may be a different
1728 color.

1729

1730 3. **Green Containers (SSGCOW)**

1731

1732 **Option 1:** Green Containers must have a lid that is green in color; and a body
1733 that is {insert any other color} in color. Hardware such as hinges and wheels on
1734 the Green Containers may be a different color.

1735 **Option 2:** Green Containers must have a body that is green in color, and a lid
1736 that is gray in color. Hardware such as hinges and wheels on the Green
1737 Containers may be a different color.

1738 **Option 3:** Green Containers must have a lid and body that are green in color.
1739 Hardware such as hinges and wheels on the Green Containers may be a different
1740 color.

1741 4. **Gray Containers (Gray Container Waste)**

1742

1743 **Option 1:** Gray Containers must have a lid that is gray in color, and a body that
1744 is {insert any other color} in color. Hardware such as hinges and wheels on the
1745 Gray Container may be a different color.

1746 **Option 2:** Gray Containers must have a lid and body that are gray in color.
1747 Hardware such as hinges and wheels on the Gray Container may be a different
1748 color.

1749 **B. Labeling Requirements**

1750

1751 **Option 1: Labels on New Containers or New Lids**

1752 Commencing on or before January 1, 2026, Contractor shall place a label on each
1753 new Container body or lid that includes language or graphic images, or both, that
1754 indicate the primary materials accepted and the primary materials prohibited in that
1755 Container. Labels shall clearly indicate items that are Prohibited Container
1756 Contaminants for each Container. Prior to ordering labels for Containers, Contractor
1757 shall submit a copy of its proposed label, proposed location(s) for placement of labels
1758 on each type of Container, and its labeling plan to the County Contract Manager for
1759 approval.

1760 **Option 2: Imprinted or In-Mold Labels for New Containers or New Lids**

1761 On or before January 1, 2026, Contractor shall imprint new Container bodies or lids
1762 with text or graphic images that indicate the primary materials accepted and the
1763 primary materials prohibited in that Container. Labels shall clearly indicate items that
1764 are Prohibited Container Contaminants for each Container. Prior to ordering any
1765 Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed
1766 label, proposed location(s) for placement of labels on each type of Container, and its
1767 labeling plan to the County Contract Manager for approval.

1768 **Option 3: Labels for Existing Containers**

1769 On or before January 1, 2026, Contractor shall place a label on the body or lid of each
1770 Container that has been provided to a Customer that includes language or graphic
1771 images, or both, that indicate the primary materials accepted and the primary
1772 materials prohibited in that Container. Labels shall clearly indicate items that are
1773 Prohibited Container Contaminants for each Container. Prior to ordering labels for
1774 Containers, Contractor shall submit a copy of its proposed label, proposed location(s)
1775 for placement of labels on each type of Container, and its labeling plan to the County
1776 Contract Manager for approval.

1777 **Option 4: Imprinted or In-Mold Labels for Existing Containers**

1778 On or before January 1, 2026, Contractor shall imprint the bodies or lids of Containers
1779 that have been provided to Customers with text or graphic images that indicate the
1780 primary materials accepted and the primary materials prohibited in that Container.
1781 Labels shall clearly indicate items that are Prohibited Container Contaminants for each
1782 Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall
1783 submit a sample of its proposed label, proposed location(s) for placement of labels on
1784 each type of Container, and its labeling plan to the County Contract Manager for
1785 approval.

1786 **C. Container Maintenance, Cleaning, Painting**

1787 Contractor shall be responsible for repairing or replacing Containers when Contractor
1788 determines the Container is no longer suitable for service; or when the County or
1789 Customer requests replacement of Customer's Container that does not properly
1790 function, leaks, is damaged, or is otherwise not fit for service. Contractor shall be
1791 responsible for acquiring the replacement Containers. Contractor shall maintain a
1792 sufficient inventory of Containers to accommodate new Customer requests for service,
1793 requests for change in Service Levels (size, type, or number of Containers) from
1794 current Customers, and requests for replacement due to damage. All such Containers
1795 shall be provided within one (1) week of request.

1796
1797 Contractor shall repair or replace all damaged or broken Containers within a one (1)
1798 week period. If the repair or replacement cannot be completed within a week, the
1799 Customer shall be notified by Contractor and a larger Container shall be made
1800 available until the proper Container can be replaced.

1801
1802 Contractor shall steam clean and repaint all Containers as needed (other than Carts)
1803 so as to present a clean appearance.

1804
1805 Contractor shall remove graffiti from Containers within forty-eight (48) hours of
1806 identification by Contractor or notice by County or Customer if such graffiti includes
1807 any written or pictorial obscenities and otherwise within five (5) Business Days.

1808
1809 At the County's request, Contractor shall provide County with a list of Containers and
1810 the date each Container was painted and maintained.

1811 **D. Ownership of Containers at End of Term**

1812 Upon the date of this Agreement's expiration or earlier termination, the Carts shall
1813 remain the property of the Contractor. In such case, Contractor shall be responsible
1814 for outstanding depreciation and for removing all Containers, and Compactors in
1815 service from the Premises within sixty (60) Working Days of the expiration date or
1816 early termination date of this Agreement or within a different timeframe mutually
1817 agreed to by the Parties. Contractor shall arrange for reuse or Recycling of
1818 Containers, and Compactors removed from the County.

1819 **7.6 PERSONNEL**

1820 **A. General.** Contractor shall furnish such qualified personnel as may be necessary to
1821 provide the services required by this Agreement in a safe and efficient manner.
1822 Contractor shall designate at least one (1) qualified employee as County's primary
1823 point of contact with Contractor who is principally responsible for Collection operations
1824 and resolution of service requests and complaints.

1825 Contractor shall use its best efforts to assure that all employees present a neat
1826 appearance and conduct themselves in a courteous manner. Contractor shall not

1827 permit its employees to accept, demand, or solicit, directly or indirectly, any additional
1828 compensation, or gratuity from members of the public.

1829 B. **Driver Qualifications.** All drivers must have in effect a valid license, of the
1830 appropriate class, issued by the California Department of Motor Vehicles. Contractor
1831 shall use the Class II California Department of Motor Vehicles employer "Pull Notice
1832 Program" to monitor its drivers for safety.

1833 C. **Safety Training.** Contractor shall provide suitable operational and safety training for
1834 all of its employees who operate Collection vehicles or equipment. Contractor shall
1835 train its employees involved in Collection to identify, and not to collect, Excluded
1836 Waste. Upon the County Contract Manager's request, Contractor shall provide a copy
1837 of its safety policy and safety training program, the name of its safety officer, and the
1838 frequency of its trainings.

1839 D. **Provision of Field Supervision.** Contractor shall designate one qualified employee
1840 as supervisor of field operations. The field supervisor will devote at least fifty percent
1841 (50%) of his or her time in the field checking on Collection operations, including
1842 responding to complaints.

1843 E. **Identification.** All representatives of the Contractor shall display and/or provide
1844 proper identification or documentation exhibiting their association with the Contractor
1845 while operating in the field.

1846 7.7 HAZARDOUS WASTE INSPECTION AND HANDLING

1847 A. **Inspection Program and Training.** Contractor shall develop a load inspection
1848 program that includes the following components: (i) personnel and training; (ii) load
1849 checking activities; (iii) management of wastes; and, (iv) record keeping and
1850 emergency procedures.

1851 Contractor's load checking personnel, including its Collection vehicle drivers, shall be
1852 trained in: (i) the effects of Hazardous Substances on human health and the
1853 environment; (ii) identification of prohibited materials; and, (iii) emergency notification
1854 and response procedures.

1855 B. **Response to Excluded Waste Identified During Collection.** If Contractor
1856 determines that material placed in any Container for Collection is Excluded Waste or
1857 presents a hazard to Contractor's employees, the Contractor shall follow the
1858 procedures described in Section 6.2.1.C.2. Under no circumstances shall Contractor's
1859 employees knowingly Collect Excluded Waste or remove unsafe or poorly
1860 containerized Excluded Waste from a Collection Container. If Excluded Waste is found
1861 in a Collection Container or Collection area that could possibly result in imminent

1862 danger to people or property, the Contractor shall immediately notify the Fire
1863 Department.

1864 **C. Response to Excluded Waste Identified at Disposal or Processing Facility.**
1865 Materials Collected by Contractor will be delivered to the Approved Facilities for
1866 purposes of Processing or Disposal. In the event that load checkers and/or equipment
1867 operators at such facility identify Excluded Waste in the loads delivered by Contractor,
1868 such personnel shall remove these materials for storage in approved, on-site,
1869 Excluded Waste storage Container(s). Contractor shall arrange for removal of the
1870 Excluded Wastes at its cost by permitted haulers in accordance with Applicable Laws
1871 and regulatory requirements. The Contractor may at its sole expense attempt to
1872 identify and recover the cost of Disposal from the Generator. If the Generator can be
1873 successfully identified, the cost of this effort, as well as the cost of Disposal shall be
1874 chargeable to the Generator.

1875 **ARTICLE 8: RECORD KEEPING AND REPORTING**

1876 Contractor shall maintain records and reports in accordance with Exhibit D and shall allow
1877 County to audit and inspect records as described in Exhibit D.

1878 **ARTICLE 9: JURISDICTION FEES AND PAYMENTS**

1879 **9.1 FRANCHISE FEE**

1880 In consideration of grant of franchise, Contractor shall pay a Franchise Fee to County
1881 each month. The amount of the Franchise Fee shall be equal to zero percent (0%) of
1882 Gross receipts for all services performed under this Agreement. This fee is an allowable
1883 cost recoverable through the Rates but is a fee paid solely by Contractor. Contractor and
1884 County agree the Franchise Fee is a negotiated amount that is reasonably related to the
1885 value of the rights granted to Contractor under this Agreement.

1886 Notwithstanding the foregoing, the Franchise Fee and the Management Fee shall be
1887 based only on Gross Receipts actually collected by the Contractor and shall not reflect
1888 any delinquent accounts, bad debts or other uncollected amounts.

1889 **9.2 CONTRACT MANAGEMENT PAYMENT**

1890 The Contractor shall pay a Contract Management Payment to the County each quarter.
1891 The amount of the Contract Management Payment shall be equal to three percent (3%)
1892 of Gross Receipts for all services performed under this Agreement. County shall use the
1893 Contract Management Fee to offset expenses, including but not limited to, administration,
1894 Customer education, outreach and technical assistance, Regulatory compliance,
1895 monitoring, reporting, and Contractor compliance with the Agreement and applicable
1896 ordinance requirements. The County shall retain the sole right to set priorities for the use

1897 of this fee. This fee shall be considered an allowable cost recoverable through the rates
1898 and included in the Contractor's Compensation pursuant to Article 10.

1899 **9.3 APPROVED DISPOSAL FACILITY GATE FEE PREPAYMENT**

1900 Contractor shall post a noninterest earning cash advance deposit with County as an
1901 advance payment of gate fees at the Approved Disposal Facility to be paid by Contractor
1902 to County. Individual gate fee transactions will be deducted from the advance deposit.
1903 By the tenth of each month, County shall invoice Contractor for the amount of such
1904 deductions from the prior month. Contractor shall replenish the advance deposits by
1905 paying to County the amount of deductions as reported to Contractor by County. Such
1906 payment shall be made no later than the last Business Day of the month said invoice is
1907 received. If such payment is not paid as specified here, such payment shall be delinquent
1908 and a delinquency charge of five percent (5%) of the payment or payments due shall be
1909 imposed upon and added to such payment or payments for each month or part thereof
1910 during which such payment remains delinquent.

1911 The amount of said deposit is initially set at ____ (\$____) for Account ____ (North County
1912 Landfill), ____ (\$____) for Account ____ (Lovelace Transfer Station), ____ (\$____) for Account
1913 ____ (Foothill Landfill), and shall be reviewed semiannually by County and adjusted to an
1914 amount equal to the monthly average of the prior six month gate fees. The amount of
1915 said deposit shall also be reviewed and adjusted accordingly at such time as Rates are
1916 adjusted in accordance with Article 10.

1917 In lieu of paying the advance deposit towards gate fees, Contractor may propose and
1918 utilize a different method of paying gate fees, providing such method is approved in writing
1919 by the Director prior to implementation. Such approval will be granted on a temporary
1920 basis and may be revoked at the discretion of the Director. If such approval is revoked,
1921 Contractor shall immediately pay the advance deposit as established in this Section 9.3.

1922 **9.4 COURT DETERMINATIONS REGARDING COUNTY FEES**

1923 In the event any County fee is determined by a court to be excessive, invalid or
1924 unenforceable, then: (i) Contractor shall not be obligated to remit the future portion of the
1925 County fee deemed excessive, invalid, or unenforceable to the County; (ii) to the extent
1926 the Customers are entitled to a reimbursement of any excessive, invalid or unenforceable
1927 County fees, and County is required to reimburse Contractor in the amount of the County
1928 fees previously remitted to County that have been deemed excessive, invalid or
1929 unenforceable, thereafter, Contractor shall directly reimburse all Customers entitled to
1930 reimbursement from the funds returned by the County to the Contractor in the amount
1931 attributable to each Customer account. In no event shall Contractor retain any portion of
1932 the fees reimbursed by County; (iii) to the extent the Customers are entitled to a
1933 reimbursement of any excessive, invalid, or unenforceable County fees, and County is
1934 required by a court to directly reimburse Customers, Contractor shall assist County in
1935 identifying all Customers entitled to a reimbursement, quantifying the reimbursement
1936 amount attributable to each Customer account, and obtaining and providing to County
1937 any other information needed to satisfy the obligations imposed by a court; and (iv)

1938 County and Contractor will, within thirty (30) days following such court decision meet and
1939 confer to negotiate in good faith and using reasonable efforts to attempt to agree on
1940 modifications to the Agreement to reflect any court-ordered reduction in county fees.

1941 **9.5 ADJUSTMENT TO FEES**

1942 County may set other fees or adjust the fees established in this Article from time-to-time
1943 during the Term of this Agreement and such adjustments shall be included in the
1944 adjustment of Rates as described in Article 10 County will give the Contractor notice of
1945 any pending change to fees no less than ninety (90) days prior to the County's scheduled
1946 effective date for the change.

1947 Such fee adjustments shall be effective upon the inclusion of the adjustments in the
1948 Rates.

1949 The amounts of the Franchise Fee and the Management Fee for subsequent Rate
1950 Periods shall be adjusted annually by the same Annual Percentage Change in the
1951 Construction Cost Index, calculated in accordance with the adjustment method described
1952 in Article 10, or shall be the amount specified by the County.

1953 **ARTICLE 10: COMPENSATION AND RATE**
1954 **REGULATION**

1955 **10.1 GENERAL**

1956 The Contractor's compensation for performance of all its obligations under this
1957 Agreement shall be Gross Receipts. Contractor's compensation provided for in this Article
1958 shall be the full, entire and complete compensation due to Contractor pursuant to this
1959 Agreement for all labor, equipment, materials and supplies, Processing and Disposal
1960 fees, fees due to County, taxes, insurance, bonds, overhead, operations, profit, and all
1961 other things necessary to perform all the services required by this Agreement in the
1962 manner and at the times prescribed. Nothing herein shall obligate County to provide any
1963 compensation to Contractor beyond Gross Receipts, with the exception of the bad debt
1964 assistance described in Section 6.4.

1965 If Contractor's actual costs, including fees due to County, are more than Gross Receipts,
1966 Contractor shall not be compensated for the difference in actual costs and actual Gross
1967 Receipts. If Contractor's actual costs are less than the actual Gross Receipts, Contractor
1968 shall retain the difference provided that Contractor has paid County fees pursuant to
1969 Article 9.

1970 Under this Agreement, Contractor shall have the right and obligation to charge and collect
1971 from Customers, Rates that are approved by the County for provision of services to
1972 Customers. The Rates for Rate Period One are presented in Exhibit F.

1973 The Contractor or its Subcontractor(s) that operates the Approved Facilities shall retain
1974 revenues received for the sale of Source Separated Recyclable Materials including
1975 California Redemption Value revenues, and SSGCOW. Such revenues have been
1976 considered in the establishment of Rates for services provided under this Agreement.
1977 Neither Contractor nor its Affiliates or Subcontractor(s) that operates the Approved
1978 Facilities are entitled to grant funds available through the Department of Resources
1979 Recycling and Recovery (CalRecycle) through its "Curbside Supplemental Payments" for
1980 registered Curbside Recycling programs.

1981 **10.2 RATES AND ANNUAL ADJUSTMENTS**

1982 A. **General.** The County shall be responsible for approving Rates as described in this
1983 Article. A Rate has been established for each individual Service Level and the initial
1984 Rates for Rate Period One are presented in Exhibit F. Contractor may, in its sole
1985 discretion, charge Customers any amount up to and including the Rate approved by
1986 the County, but in no case exceeding the Rate. Subject to the provisions of Section
1987 10.2.B, Contractor shall charge all Customers that have the same Service Level at the
1988 same Rate. The comparability of Service Levels and related Rates may be considered
1989 separately for Source Separated Recyclable Materials, SSGCOW, and Gray
1990 Container Waste services.

1991 Notwithstanding the schedule for annual Rate adjustments described in Article 10.2.D
1992 and subject to the terms herein, if at any time during the Term of the Agreement, the
1993 Contractor determines the need for a Rate that does not appear on the County-
1994 approved Rate schedule in Exhibit F, Contractor shall immediately notify the County
1995 and request establishment of such Rate. The County may initiate a Rate review should
1996 changes to the Franchise Fee or the Management Fee occur in accordance with
1997 Article 9.5. County shall adjust Rates accordingly based on Contractor submittal of
1998 cost information with sufficient documentation of the effect of the change.

1999 **B. Discounted Rate Categories**

2000 1. Contractor shall allow a senior citizen's discount for Single-Family Discarded
2001 Materials Collection for each Single-Family Premises where no inhabitants are
2002 younger than sixty-five (65) years of age. Such discount shall be equal to twenty
2003 percent (20%) of the rate equivalent to the first level of container service. This rate
2004 shall apply to the level of the container service provided.

2005 2. Contractor shall allow a low-income discount for Single-Family Discarded Materials
2006 Collection for Single-Family Generators demonstrating that they receive
2007 assistance under PG&E's California Alternate Rates for Energy ("CARE")
2008 ratepayer assistance program. Contractor shall determine who is eligible for this
2009 Rate. Such discount shall be equal to thirty percent (30%) of the rate equivalent to

2010 the first level of container service. This rate shall apply to the level of the container
2011 service provided.

2012 C. **Rates for Rate Period One.** Rates for Rate Period One, which are presented in
2013 Exhibit F, were determined by Contractor and County and were approved by County
2014 resolution on or before the execution of the Agreement. The Rates for Rate Period
2015 One shall be effective from the Commencement Date of this Agreement through
2016 December 31, 2026.

2017 D. **Rates for Subsequent Rate Periods.** On the first anniversary date of the
2018 Commencement Date of this Agreement, and on each anniversary date thereafter,
2019 Rates for services as established pursuant to this Article 10, shall be automatically
2020 adjusted upward or downward (but never to less than the initial Rates set forth in
2021 Exhibit F hereto), by the percentage change in the Construction Cost Index for the
2022 preceding twelve-month period ending September 30, as reported in the Engineering
2023 News-Record (ENR). This Construction Cost Index adjustment shall be applied to the
2024 current Rate less the Approved Disposal Facility gate fee adjustment. County shall
2025 notice Contractor when the Approved Disposal Facility gate fees are to be adjusted.
2026 In such event, Collection Rates shall be adjusted by multiplying the amount of the per
2027 ton gate fee increase by 0.12 and rounded to the nearest one cent, to arrive at the
2028 amount of the Collection Rate increase allowed per month per 35-gallon Container
2029 service, and proportionately for larger sized Containers.

2030 Unless otherwise agreed to by Contractor and County, a written notice of any Rate
2031 adjustments shall be mailed by Contractor to all Customers not later than two weeks
2032 prior to the date such changes become effective. The notice of such Rate adjustments
2033 shall be approved in advance of the mailing by the County.

2034 E. **Rate Structure.** Upon County request, the Parties shall meet and confer to change
2035 the relationship of individual Rates in comparison with other Rates. Any such changes
2036 would occur in conjunction with the annual Rate adjustment process described in
2037 Section 10.2.D or in conjunction with a Rate adjustment resulting from an
2038 extraordinary Rate adjustment in accordance with Section 10.3.

2039 **10.3 EXTRAORDINARY RATE ADJUSTMENTS**

2040 It is understood that the Contractor accepts the risk for changes in cost of providing
2041 services and the Service Levels requested by Customers and therefore the extraordinary
2042 adjustments to Rates shall be limited to a change in law or a County-directed change in
2043 scope. If a Change in Law or County-directed change in scope (pursuant to Section 4.4)
2044 occurs, the Contractor may petition County for an adjustment to the Rates in excess of
2045 the annual adjustment described in Section 10.2.

2046 Contractor shall prepare an application for the extraordinary Rate adjustment calculating
2047 the net financial effect on its operations (both increases and decreases of costs and
2048 revenues) resulting from the Change in Law or County-Directed Change in Scope (but
2049 not resulting from unrelated changes in costs and revenues), clearly identifying all

2050 assumptions related to such calculations and providing the underlying documentation
2051 supporting the assumptions. The application shall provide all information requested by
2052 Director specific to the nature of the request being made. Director shall evaluate the
2053 application for reasonableness. As part of that review, the Director may request access
2054 to the financial statements and accounting records required to be maintained by the
2055 Contractor (pursuant to Article 8) in order to determine the reasonableness of the
2056 Contractor's application. Should the Contractor not grant such access, then the County
2057 may rely on other information available to it as the basis for making reasonable
2058 assumptions regarding what those accounting and financial records would have shown
2059 and therefore the reasonableness of the Contractor's application. Contractor shall pay all
2060 reasonable costs incurred by the County, including the costs of outside accountants,
2061 attorneys, and/or consultants, in order to make a determination of the reasonableness of
2062 the requested Rate adjustment.

2063 In the event of such an application for extraordinary Rate adjustment, it is understood that
2064 the County or Contractor, as the case may be, shall have the burden of demonstrating
2065 the reasonableness of the requested adjustment.

2066 The Contractor may appeal the decision of the Director to the Board of Supervisors, which
2067 shall then make the final determination as to whether an adjustment to the Rates will be
2068 made, and if a Rate adjustment is permitted, the amount of the Rate adjustment. With
2069 respect to an extraordinary Rate adjustment requested by the County, the Board of
2070 Supervisors shall then make the final determination as to whether an adjustment to the
2071 Rates will be made, and if a Rate adjustment is permitted, the amount of the Rate
2072 adjustment.

2073 **ARTICLE 11: INDEMNITY, INSURANCE, AND**
2074 **PERFORMANCE BOND**

2075 **11.1 INDEMNIFICATION OF COUNTY**

2076 A. **General.** Contractor shall indemnify, defend with counsel acceptable to County, and
2077 hold harmless (to the full extent permitted by law) County and its officers, officials,
2078 employees, volunteers, and agents from and against any and all claims, liability, loss,
2079 injuries, damage, expense, and costs (including without limitation costs and fees of
2080 litigation, including attorneys' and expert witness fees) (collectively, "Damages") of
2081 every nature arising out of or in connection with Contractor's, negligence or willful
2082 misconduct arising out of the performance of this Agreement or its failure to comply
2083 with any of its obligations contained in the Agreement, except to the extent such loss
2084 or damage was caused by the negligence or willful misconduct of County. The
2085 provisions of this Article 11 shall survive the termination or expiration of this
2086 Agreement. Notwithstanding the foregoing, the Contractor shall have no obligation to
2087 defend or indemnify the County for any claims, costs, or liabilities associated with the
2088 closure, post-closure, or remediation of any disposal sites that the County directs the

2089 Contractor to use, which is not both owned and operated by Contractor or its affiliates
2090 unless it arises out of Contractor's own negligence or willful misconduct.

2091 B. **Excluded Waste.** Contractor acknowledges that it is responsible for compliance
2092 during the entire Term of this Agreement with all Applicable Laws. Contractor shall not
2093 store, transport, use, or Dispose of any Excluded Waste except in strict compliance
2094 with all Applicable Laws. In the event that Contractor negligently or willfully mishandles
2095 Excluded Waste in the course of carrying out its activities under this Agreement,
2096 Contractor shall at its sole expense promptly take all investigatory and/or remedial
2097 action reasonably required for the remediation of such environmental contamination.
2098 Prior to undertaking any investigatory or remedial action, however, Contractor shall
2099 first obtain County's approval of any proposed investigatory or remedial action. Should
2100 Contractor fail at any time to promptly take such action, County may undertake such
2101 action at Contractor's sole cost and expense, and Contractor shall reimburse County
2102 for all such expenses within thirty (30) calendar days of being billed for those
2103 expenses. These obligations are in addition to any defense and indemnity obligations
2104 that Contractor may have under this Agreement.

2105 C. **Proposition 218.** Should there be a Change in Law or a new judicial interpretation of
2106 Applicable Law, including, but not limited to, Article XIII C and D of the California
2107 Constitution (Commonly Proposition 218), which impacts the Rates for the Collection
2108 services established in accordance with this Agreement, Contractor agrees to meet
2109 and confer with County to discuss the impact of such change on either Party's ability
2110 to perform under this Agreement.

2111 If, at any time, an adjustment to Rates determined to be appropriate by both County
2112 (which determination shall not be unreasonably withheld) and Contractor to
2113 compensate Contractor for increases in costs as described in this Agreement cannot
2114 be implemented for any reason, Contractor and County shall negotiate, in good faith,
2115 a reduction of services and/or County fees equal to the value of the Rate adjustment
2116 that cannot be implemented.

2117 Should a court of competent jurisdiction determine that the Contractor cannot charge
2118 and/or increase its Rates for charges related to governmental fees and charges,
2119 Contractor shall reduce the Rates it charges Customers a corresponding amount,
2120 providing said fees, Rates and/or charges disallowed by the court are not related to
2121 the cost of providing service hereunder and had been incorporated in the Rates
2122 charged by Contractor to its Customers.

2123 Nothing herein is intended to imply that California Constitution, Articles XIIC or XIID,
2124 apply to the Rates established for services provided under this Agreement; rather this
2125 Section is provided merely to allocate risk of an adverse judicial interpretation between
2126 the Parties.

2127 D. **CalRecycle Indemnification.** Contractor's duty to defend and indemnify herein
2128 includes payment of all fines and/or penalties imposed by CalRecycle, subject to the
2129 restrictions set forth in Public Resources Code Section 40059.1, if the requirements

2130 of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not
2131 met by the Contractor with respect to the Discarded Materials Collected under this
2132 Agreement, and such failure is: (i) due to the failure of Contractor to meet its
2133 obligations under this Agreement, or, (ii) due to Contractor delays in providing
2134 information that prevents Contractor or County from submitting reports required by AB
2135 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely
2136 manner.

2137 **11.2 INSURANCE REQUIREMENTS**

2138 Without limiting Contractor's indemnification obligations to County, Contractor shall
2139 provide at its sole expense and maintain for the Term of this Agreement, or as may be
2140 further required herein, insurance against claims for injuries to Persons (including in this
2141 instance County) or damages to property which may arise from or in connection with the
2142 performance of the work hereunder and the results of the work by the Contractor, their
2143 agents, representatives, employees, contractors (including, without limitation, any
2144 Subcontractors), or independent operators that perform facility services. For the purposes
2145 of this Section, the term "Subcontractors" is to be broadly construed to mean any person,
2146 firm, or entity hired by Contractor to carry out any of Contractor's duties under this
2147 Agreement.

2148 **11.2.1 Minimum Scope of Insurance**

2149 Coverage shall be at least as broad as:

2150 A. Commercial General Liability, Occurrence form, Insurance Services Office form
2151 CG0001.

2152 B. Automobile Liability covering all owned, non -owned, hired auto, Insurance Services
2153 Office form CA0001. Policy shall contain pollution coverage endorsements MCS-90
2154 or CA 99 48 10 13 .

2155 C. Workers' Compensation, as required by State of California and Employer's Liability
2156 Insurance.

2157 D. Pollution Legal Liability - Applies to operators of transfer stations, materials recovery
2158 facilities, composting facilities, other Processing facilities, and/or landfills.

2159 **11.2.2 Minimum Limits of Insurance**

2160 Contractor shall maintain limits no less than:

2161 A. Commercial General Liability including Premises, Operations, Products and
2162 Completed Operations, Contractual Liability, and Independent Contractors Liability:

2163 \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The
2164 General Aggregate limit shall be \$4,000,000.

2165 B. Automobile Liability: \$2,000,000 each accident for bodily injury and property damage.

2166 C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage
2167 shall include a blanket-form waiver of subrogation endorsement in favor of County of
2168 San Joaquin.

2169 D. Pollution Legal Liability: \$2,000,000 per claim and aggregate limit of not less than
2170 \$4,000,000. The policy shall include limited contractual liability coverage. This
2171 coverage shall be maintained for a minimum of three (3) years following termination
2172 or completion of Contractor's work pursuant to the Agreement.

2173 E. If the Collector maintains broader coverage and/or higher limits than the minimums
2174 shown above, the County requires and shall be entitled to the broader coverage and/or
2175 higher limits maintained by the Contractor. As a requirement of this Agreement, any
2176 available insurance proceeds in excess of the specified minimum limits and coverage
2177 stated above, shall also be available to the County of San Joaquin. Nothing in this
2178 Article 11 shall require the Contractor to maintain broader coverage than is required
2179 by this Article.

2180 **11.2.3 Self-Insured Retentions**

2181 Any self-insured retention must be declared to and approved by the County Risk
2182 Management if over \$50,000. At the option of the County, either: the insurer shall reduce
2183 or eliminate such self-insured retentions as respects the County, the members of the
2184 Board of Supervisors of the County and the officers, agents, employees, and volunteers;
2185 or the Contractor shall provide a financial guarantee satisfactory to the County
2186 guaranteeing payment of losses and related investigations, claim administration, and
2187 defense expenses.

2188 **11.2.4 Other Insurance Provisions**

2189 Policies are to contain, or be endorsed via blanket-form endorsement to contain the
2190 following provisions:

2191 A. **Additional Insured Endorsement.** The County, the members of the Board of
2192 Supervisors of the County and the officers, agents, employees, and volunteers of the
2193 County, individually and collectively are to be covered as additional insureds on the
2194 General Liability policy with respect to liability arising out of work or operations
2195 performed by or on behalf of the Contractor including materials, parts, or equipment
2196 furnished in connection with such work or operations and automobiles owned, leased,
2197 hired, or borrowed by or on behalf of the Contractor. General Liability coverage can

2198 be provided in the form of a blanket-form endorsement to the Contractor's insurance
2199 (at least as broad as blanket ISO forms or both CG 2010 0413, and CG 2037 0413).

2200 B. **Primary Insurance Endorsement.** For any claims related to this Agreement, the
2201 Contractor's insurance coverage shall be primary insurance at least as broad as
2202 blanket ISO form LD 20287 0606 as respects the County, the members of the Board
2203 of Supervisors of the County and the officers, agents, employees and volunteers of
2204 the County, individually and collectively. Any insurance or self-insurance maintained
2205 by the County, its Board members, officers, agents, employees, or volunteers shall be
2206 excess of the Contractor's insurance and shall not contribute with it.

2207 C. **Notice of Cancellation.** Notice of cancellation shall be in accordance with policy
2208 provisions.

2209 D. **Severability of Interest Clause.** Coverage applies separately to each insured, except
2210 with respect to the limits of liability, and that an act or omission by one of the named
2211 insureds shall not reduce or avoid coverage to the other named insureds.

2212 **11.2.5 General Provisions**

2213 A. **Qualifying Insurers.** All required policies of insurance shall be issued by companies
2214 which have been approved to do business in the State of California by the State
2215 Department of Insurance, and which hold a current policy holder's alphabetic and
2216 financial size category rating of not less than A-, VII according to the current Best's
2217 Key Rating guide, or a company of equal financial stability that is approved in writing
2218 by County Risk Management.

2219 B. **Evidence of Insurance.** Prior to commencement of this Agreement, but in no event
2220 later than the Effective Date of the Agreement, Contractor shall furnish the County
2221 with an ACORD 25 certificates of insurance and blanket-form amendatory
2222 endorsements effecting coverage required by this clause. Copies of renewal
2223 certificates of insurance and blanket-form amendatory endorsements shall be
2224 furnished to County within thirty (30) days of the expiration of the term of any required
2225 policy.

2226 C. **Failure to Obtain or Maintain Insurance; County's Remedies.** Contractor's failure
2227 to provide insurance specified or failure to furnish certificates of insurance and
2228 blanket-form amendatory endorsements and certified copies of policies, or failure to
2229 make premium payments required by such insurance, shall constitute a material
2230 breach of the Agreement, and County may, at its option, terminate the Agreement for
2231 cause in accordance with Article 12 for any such default by Contractor.

2232 D. **No Limitation of Obligations.** The foregoing insurance requirements as to the types
2233 and limits of insurance coverage to be maintained by Contractor, and any approval of
2234 said insurance by the County are not intended to and shall not in any manner limit or

2235 qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the
2236 Agreement, including, but not limited to, the provisions concerning indemnification.

2237 E. **Review of Coverage.** County retains the right at any time to review the coverage,
2238 form and amount of insurance required herein and may require Contractor to obtain
2239 insurance reasonably sufficient in coverage, form, and amount to provide adequate
2240 protection against the kind and extent of risk which exists at the time a change in
2241 insurance is required.

2242 F. **Self-Insurance.** Contractor may, with the prior written consent of County Risk
2243 Management, fulfill some or all of the insurance requirements contained in this
2244 Agreement under a plan of self-insurance. Contractor shall only be permitted to utilize
2245 such self-insurance if in the opinion of County Risk Management, Contractor's (i) net
2246 worth, and (ii) reserves for payment of claims of liability against Contractor, are
2247 sufficient to adequately compensate for the lack of other insurance coverage required
2248 by this Agreement. Contractor's utilization of self-insurance shall not in any way limit
2249 liabilities assumed by Contractor under the Agreement.

2250 G. **Claims Made Coverage.** If coverage is written on a "claims made" basis, the
2251 Certificate of Insurance shall clearly so state. In addition to the coverage requirements
2252 specified above, such policy shall provide that:

2253 1. The policy retroactive date coincides with or precedes Contractor's
2254 commencement of work under the Agreement (including subsequent policies
2255 purchased as renewals or replacements).

2256 2. Contractor will make every effort to maintain similar insurance during the required
2257 extended period of coverage following expiration of the Agreement.

2258 3. If insurance is terminated for any reason, Contractor shall maintain coverage for
2259 at least three (3) years to report claims arising in connection with the Agreement.

2260 4. The policy allows for reporting of circumstances or incidents that might give rise to
2261 future claims.

2262 H. **Subcontractor's Insurance.** For the purposes of this Section, the term
2263 "Subcontractor" is to be broadly construed to mean any person, firm, or entity hired by
2264 Contractor to carry out any of Contractor's duties under this Agreement. Contractor
2265 shall require and verify that all Subcontractors maintain insurance meeting all the
2266 requirements stated herein, and Contractor shall ensure that County is an additional
2267 insured on insurance required from Subcontractors unless subcontractors are covered
2268 under Contractors policies. However, any subcontractor shall provide Workers'
2269 Compensation and Employer's Liability insurance for subcontractors employees.
2270 Such Additional Insured endorsement, if applicable, shall be attached to the certificate
2271 of insurance in order to be valid and on a form at least as broad as ISO from CG 2010
2272 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later
2273 revisions used. If any Subcontractor's coverage does not comply with the foregoing

2274 provisions, Contractor shall defend and indemnify the County from any damage, loss,
2275 cost or expense, including attorney's fees and court costs, incurred by County as a
2276 result of the failure to maintain required coverage.

2277 I. **Waiver of Subrogation.** Contractor and County release each other, and their
2278 respective authorized representatives, from any and all claims, actual damages,
2279 punitive damages, injuries, costs, response, remediation and removal costs, losses,
2280 demands, debts, liens, liabilities, causes of action, suits, legal or administrative
2281 proceedings, interest, fines, charges, penalties, and expenses (including but not
2282 limited to attorney's and expert witness fees and court costs) of any kind whatsoever,
2283 but only to the extent that the proceeds received from any policy of insurance carried
2284 by County or Contractor, other than any self-insurance, covers any such claim.
2285 Included in any policy or policies of insurance provided by Contractor hereunder shall
2286 be a standard blanket-form waiver of rights of subrogation endorsement against
2287 County by the insurance company issuing said policy or policies.

2288 **11.3 PERFORMANCE BOND**

2289 Within seven (7) calendar days of the Effective Date, Contractor shall file with the County
2290 a bond or irrevocable letter of credit, payable to the County, securing the Contractor's
2291 performance of its obligations under this Agreement and such bond shall be renewed
2292 annually if necessary so that the performance bond is maintained at all times during the
2293 Term. The principal sum of the bond shall be [REDACTED] Dollars (\$) which is an amount set
2294 to equal twenty-five percent (25%) of Contractor's proposed Rate Period One Gross
2295 Receipts. The bond shall be executed as surety by a corporation authorized to issue
2296 surety bonds in the State of California that has a rating of A or better in the most recent
2297 edition of Best's Key Rating Guide, and that has a record of service and financial condition
2298 satisfactory to the County.

2299 **ARTICLE 12: DEFAULT AND REMEDIES**

2300 **12.1 EVENTS OF DEFAULT**

2301 All provisions of the Agreement are considered material. Each of the following shall
2302 constitute an event of default unless excused by the provisions of Section 12.5 as
2303 provided and for the period described therein.

2304 A. **Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or
2305 deceit upon the County.

2306 B. **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling
2307 to pay its debts, or upon listing of an order for relief in favor of Contractor in a
2308 bankruptcy proceeding.

2309 C. **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full
2310 force and affect the Workers' Compensation, liability, or indemnification coverage

- 2311 as required by this Agreement.
- 2312 D. **Violations of Regulation.** Contractor violates any orders or filings of any
2313 regulatory body having authority over Contractor relative to this Agreement,
2314 provided that Contractor may contest any such orders or filings by appropriate
2315 proceedings conducted in good faith, in which case no breach or default of this
2316 Agreement shall be deemed to have occurred. and (ii) such violation has a
2317 material impact on the ability of Contractor to perform under this Agreement.
- 2318 E. **Violations of Applicable Law.** Contractor violates Applicable Law relative to
2319 this Agreement, provided such violation has a material impact on the ability of
2320 Contractor to perform under this Agreement.
- 2321 F. **Failure to Perform Services.** Contractor ceases to provide Collection,
2322 Transportation, or Processing services as required under this Agreement for a
2323 period of two (2) consecutive business days or more, for any reason within the
2324 control of Contractor.
- 2325 G. **Failure to Pay or Report.** Contractor fails to make any payments to County
2326 required under this Agreement including payment of County fees or Liquidated
2327 Damages and/or refuses to provide County with required information, reports,
2328 and/or records in a timely manner as provided for in the Agreement.
- 2329 H. **Acts or Omissions.** Any other act or omission by Contractor which violates the
2330 terms, conditions, or requirements of this Agreement, AB 939, AB 341, AB 1826,
2331 or SB 1383 as they may be amended from time to time, or any law, statute,
2332 ordinance, order, directive, rule, or regulation issued there under and which is
2333 not corrected or remedied within the time set in the written notice of the violation
2334 or, if Contractor cannot reasonably correct or remedy the breach within the time
2335 set forth in such notice, if Contractor should fail to commence to correct or
2336 remedy such violation within the time set forth in such notice and diligently effect
2337 such correction or remedy thereafter.
- 2338 I. **False, Misleading, or Inaccurate Statements.** Any representation or
2339 disclosure made to the County by Contractor in connection with or as an
2340 inducement to entering into this Agreement, or any future amendment to this
2341 Agreement, which proves to be false or misleading in any material respect as of
2342 the time such representation or disclosure is made, whether or not any such
2343 representation or disclosure appears as part of this Agreement; and, any
2344 Contractor-provided report containing a misstatement, misrepresentation, data
2345 manipulation, or an omission of fact or content explicitly defined by the
2346 Agreement, excepting non-numerical typographical and grammatical errors.
- 2347 J. **Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some
2348 or all of Contractor's operating equipment, including without limits its equipment,
2349 maintenance or office facilities, Approved Facility(ies), or any part thereof.

- 2350 K. **Suspension or Termination of Service.** There is any termination or
 2351 suspension of the transaction of business by Contractor related to this
 2352 Agreement lasting more than two (2) business days, except that such suspension
 2353 or termination of service shall not constitute an event of default if Section 12.5
 2354 applies to the suspension or termination of service.
- 2355 L. **Criminal Activity.** Contractor, its officers, managers, or employees are found
 2356 guilty of criminal activity related directly or indirectly to performance of this
 2357 Agreement or any other agreement held with the County.
- 2358 M. **Assignment without Approval.** Contractor transfers or assigns this Agreement
 2359 without the expressed written approval of the County.
- 2360 N. **Failure to Provide Proposal or Implement Change in Service.** Contractor
 2361 fails to provide a proposal for new services or changes to services or fails to
 2362 implement a change in service as requested by the County as specified in
 2363 Section 4.4.
- 2364 O. **Failure to Perform Any Obligation.** Contractor fails to perform any obligation
 2365 established under this Agreement.

2366 County shall provide Contractor written notice of default within seven (7) calendar days
 2367 of the occurrence of default or within seven (7) calendar days of the County's first
 2368 knowledge of the Contractor's default, whichever occurs first.

2369 **12.2 DISPUTE RESOLUTION**

2370 In the event of dispute between the Director and the Contractor regarding the
 2371 interpretation of or the performance of services under this Agreement which results in a
 2372 material impact to the Contractor's revenue and/or cost of operations, the provisions of
 2373 this Section shall apply. For the purposes of this Section, "material impact" is an amount
 2374 equal to or greater than fifty thousand dollars (\$50,000) per year.

2375 A. **Meet and Confer.** In the event of disputes regarding the performance of any
 2376 obligation under this Agreement which results in a material impact to the
 2377 Contractor's revenue and/or cost of operations, the County and Contractor agree
 2378 that they promptly will meet and confer to attempt to resolve the matter between
 2379 themselves.

2380 B. **Mediation.** In the event that disputes which arise under this Agreement cannot
 2381 be resolved satisfactorily between the Parties in accordance with Section 12.2.A,
 2382 the County and Contractor agree that such disputes shall be submitted to
 2383 mandatory, non-binding mediation by a mutually agreed upon independent third
 2384 party.

2385 C. **Period of Time.** Insofar as allowed by Applicable Law, the period of time
 2386 otherwise applicable for filing claims against the County under Applicable Law
 2387 shall be tolled during the period of time for which meet and confer or mediation

2388 procedures are pending, in accordance with Sections 12.2.A and 12.2.B.

2389 D. **Litigation.** Litigation may be commenced only after all reasonable efforts to
2390 resolve the dispute(s) pursuant to Sections 12.2.A, 12.2.B, and 12.2.C have
2391 failed and any necessary claim(s) have been denied.

2392 In the event of a dispute between the Contractor and a Generator or Customer regarding
2393 any service or billing issue in which the Contractor and Generator or Customer are unable
2394 to reach agreement, final determination shall be made by Director of Public Works or their
2395 designee.

2396 **12.3 RIGHT TO TERMINATE UPON DEFAULT**

2397 Contractor shall be given ten (10) Business Days from written notification by County to
2398 cure any default which, in the Director's sole opinion, creates a potential public health and
2399 safety threat.

2400 Contractor shall be given ten (10) Business Days from written notification by County to
2401 cure any default arising under subsections C, E, F, I, J, and K in Section 12.1 provided,
2402 however, that the County shall not be obligated to provide Contractor with a notice and
2403 cure opportunity if the Contractor has committed the same or similar breach/default within
2404 a twenty-four (24) month period.

2405 Contractor shall be given thirty (30) calendar days from written notification by County to
2406 cure any other default (which is not required to be cured within ten (10) Business Days);or
2407 if by reason of the nature of such default, the same cannot be remedied within thirty (30)
2408 calendar days following receipt by Contractor of written demand from County to do so,
2409 Contractor shall commence the remedy of such default within such thirty (30) calendar
2410 days following such written notice and thereafter continue with diligence the curing
2411 thereof, provided, however, that any such extension shall be subject to the County's
2412 reasonable approval (with Contractor having the burden of proof to demonstrate (a) that
2413 the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding
2414 with diligence to cure such default, and such default will be cured within a reasonable
2415 period of time).

2416 **12.4 COUNTY'S REMEDIES CUMULATIVE: SPECIFIC** 2417 **PERFORMANCE**

2418 In the event of Contractor's default, County maintains following remedies:

2419 A. **Waiver of Default.** County may waive any event of default or may waive
2420 Contractor's requirement to cure a default event if County determines that such
2421 waiver would be in the best interest of the County. County's waiver of an event
2422 of default is not a waiver of future events of default that may have the same or
2423 similar conditions.

2424 B. **Suspension of Contractor's Obligation.** County may suspend Contractor's
2425 performance of its obligations if Contractor fails to cure default in the time frame

2426 specified in Section 12.3 until such time the Contractor can provide assurance of
2427 performance in accordance with Section 12.6.

2428 C. **Liquidated Damages.** County may assess Liquidated Damages for
2429 Contractor's failure to meet specific performance standards pursuant to Section
2430 12.7 and Exhibit C.

2431 D. **Termination.** In the event that Contractor should default and subject to the right
2432 of the Contractor to cure, in the performance of any provisions of this contract,
2433 and the default is not cured for any default as provided herein, then the County
2434 shall provide written notice of failure to cure default(s) and County may terminate
2435 this Agreement. In the event County decides to terminate this Agreement, the
2436 County shall serve twenty (20) calendar days written notice of its intention to
2437 terminate upon Contractor. If Contractor requests a hearing within ten (10)
2438 Business Days after Contractor receives notification of the County's decision to
2439 terminate this Agreement, the County shall hold a hearing of the Board of
2440 Supervisors to determine whether this Agreement should be terminated. In the
2441 event County exercises its right to terminate this Agreement, the County may, at
2442 its option, upon such termination, either directly undertake performance of the
2443 services or arrange with other Persons to perform the services with or without a
2444 written agreement. This right of termination is in addition to any other rights of
2445 County upon a failure of Contractor to perform its obligations under this
2446 Agreement.

2447 Contractor shall not be entitled to any further Gross Receipts or other revenues
2448 from Collection operations authorized hereunder that are performed by
2449 Contractor from and after the date of termination.

2450 E. **Other Available Remedies.** County's election of one (1) or more remedies
2451 described herein shall not limit the County from any and all other remedies at law
2452 and in equity including injunctive relief, etc.

2453 **12.5 EXCUSE FROM PERFORMANCE**

2454 The Parties shall be excused from performing their respective obligations hereunder and
2455 from any obligation to pay Liquidated Damages if they are prevented from so performing
2456 by reason of wildfires, floods, earthquakes, other acts of nature, war, terrorist activity, civil
2457 insurrection, riots, formally declared epidemics and other similar catastrophic events
2458 which are beyond the reasonable control of and not the fault of the Party claiming excuse
2459 from performance hereunder. In the case of labor unrest or job action directed at a third
2460 party over whom Contractor has no control, the inability of Contractor to provide services
2461 in accordance with this Agreement due to the unwillingness or failure of the third party to:
2462 (i) provide reasonable assurance of the safety of Contractor's employees while providing
2463 such services; or, (ii) make reasonable accommodations with respect to Container
2464 placement and point of Delivery, time of Collection, or other operating circumstances to
2465 minimize any confrontation with pickets or the number of Persons necessary to make
2466 Collections shall, to that limited extent, excuse performance. The foregoing excuse shall

2467 be conditioned on Contractor's cooperation in performing Collection services at different
2468 times and in different locations. Further, in the event of labor unrest, including but not
2469 limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job
2470 action conducted by the Contractor's employees or directed at the Contractor, or a
2471 subsidiary, the Contractor shall not be excused from performance. In such case,
2472 Contractor shall continue to provide a reasonably satisfactory level of performance during
2473 the pendency thereof, but the Contractor shall not be required to adhere strictly to the
2474 specific requirements of this Agreement regarding routes, Collection times or similar
2475 matters; provided, however, that in no event shall more than seven (7) calendar days
2476 elapse between pickups for Customers.

2477 The Party claiming excuse from performance shall, within two (2) calendar days after
2478 such Party has notice of such cause, give the other Party notice of the facts constituting
2479 such cause and asserting its claim to excuse under this Section.

2480 If either Party validly exercises its rights under this Section, the Parties hereby waive any
2481 claim against each other for any damages sustained thereby.

2482 The partial or complete interruption or discontinuance of Contractor's services caused by
2483 one (1) or more of the events described in this Article shall not constitute a default by
2484 Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor
2485 is excused from performing its solid waste collection obligations hereunder for any of the
2486 causes listed in this Section for a period of thirty (30) calendar days or more, County shall
2487 nevertheless have the right, in its sole discretion, to terminate this Agreement for
2488 convenience by giving ten (10) Business Days' notice to Contractor, in which case the
2489 provisions of Section 12.3 shall apply.

2490 **12.6 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

2491 The Parties acknowledge that it is of the utmost importance to County and the health and
2492 safety of all those members of the public residing or doing business within County who
2493 will be adversely affected by interrupted waste management service, that there be no
2494 material interruption in services provided under this Agreement.

2495 If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown,
2496 sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment
2497 of County to be unable to regularly pay its bills as they become due; or, (iii) is the subject
2498 of a civil or criminal judgment or order entered by a Federal, State, regional or local
2499 agency for violation of an Applicable Law, and County believes in good faith that
2500 Contractor's ability to perform under the Agreement has thereby been placed in
2501 substantial jeopardy, County may, at its sole option and in addition to all other remedies
2502 it may have, demand from Contractor reasonable assurances of timely and proper
2503 performance of this Agreement, in such form and substance as County believes in good
2504 faith is reasonably necessary in the circumstances to evidence continued ability to
2505 perform under the Agreement. If Contractor fails or refuses to provide satisfactory
2506 assurances of timely and proper performance in the form and by the date required by
2507 County, such failure or refusal shall be an event of default for purposes of Section 12.1.

2508 **12.7 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

2509 A. **General.** The Parties find that as of the time of the execution of this Agreement, it is
2510 impractical, if not impossible, to reasonably ascertain the extent of damages which
2511 shall be incurred by County as a result of a breach by Contractor of its obligations
2512 under this Agreement. The factors relating to the impracticability of ascertaining
2513 damages include, but are not limited to, the fact that: (i) substantial damage results to
2514 members of the public who are denied services or denied quality or reliable service;
2515 (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the
2516 benefits of the Agreement to individual members of the general public for whose
2517 benefit this Agreement exists, in subjective ways and in varying degrees of intensity
2518 which are incapable of measurement in precise monetary terms; (iii) that exclusive
2519 services might be available at substantially lower costs than alternative services and
2520 the monetary loss resulting from denial of services or denial of quality or reliable
2521 services is impossible to calculate in precise monetary terms; and, (iv) the termination
2522 of this Agreement for such breaches, and other remedies are, at best, a means of
2523 future correction and not remedies which make the public whole for past breaches.

2524 B. **Service Performance Standards; Liquidated Damages for Failure to Meet**
2525 **Standards.** The Parties further acknowledge that consistent, reliable Collection
2526 services are of utmost importance to County and that County has considered and
2527 relied on Contractor's representations as to its quality of service commitment in
2528 awarding the Agreement to it. The Parties recognize that some quantified standards
2529 of performance are necessary and appropriate to ensure consistent and reliable
2530 service and performance and to support County's compliance with various State
2531 statutes and corresponding regulations including, but not limited to, AB 939, AB 341,
2532 AB 1826, and SB 1383. The Parties further recognize that if Contractor fails to achieve
2533 the performance standards, or fails to submit required documents in a timely manner,
2534 County and its residents and businesses will suffer damages, and that it is, and will
2535 be, impractical and extremely difficult to ascertain and determine the exact amount of
2536 damages which County will suffer. Therefore, without prejudice to County's right to
2537 treat such non-performance as an event of default under this Section, the Parties
2538 agree that the Liquidated Damages amounts established in Exhibit C of this
2539 Agreement and the Liquidated Damage amounts therein represent a reasonable
2540 estimate of the amount of such damages considering all of the circumstances existing
2541 on the Effective Date of this Agreement, including the relationship of the sums to the
2542 range of harm to County that reasonably could be anticipated and the anticipation that
2543 proof of actual damages would be costly or impractical.

2544 Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts
2545 set forth in the Liquidated Damages, Exhibit C.

2546 Before assessing Liquidated Damages, County shall give Contractor notice of its
2547 intention to do so. The notice will include a brief description of the incident(s) and non-
2548 performance. County may review (and make copies at its own expense) all information
2549 in the possession of Contractor relating to incident(s) and/or non-performance. County
2550 may, within five (5) Business Days after issuing the notice, request a meeting with

2551 Contractor. County may present evidence of non-performance in writing and through
2552 testimony of its employees and others relevant to the incident(s) and non-
2553 performance. County Contract Manager will provide Contractor with a written
2554 explanation of their determination on each incident(s) and non-performance prior to
2555 authorizing the assessment of Liquidated Damages under this Section 12.7. Within
2556 ten (10) Business Days of receipt of such notice of intention to assess Liquidated
2557 Damages, Contractor may request that no Liquidated Damages may be imposed on
2558 Contractor until Contractor has been given a reasonable opportunity to respond to
2559 allegations and to meet and confer with the Director. Any subsequent appeals by
2560 Contractor shall be addressed in accordance with Section 12.2.

2561 C. **Amount.** County may assess Liquidated Damages for each calendar day or event, as
2562 appropriate, that Contractor is determined to be liable in accordance with this
2563 Agreement in the amounts specified in Exhibit C, subject to annual adjustment
2564 described below.

2565 D. **Timing of Payment.** Contractor shall pay any Liquidated Damages assessed by
2566 County within thirty (30) calendar days of the date the Liquidated Damages are
2567 assessed. If they are not paid within the thirty (30) calendar day period, County may
2568 proceed against the performance bond required by the Agreement, order the
2569 termination of the rights or “franchise” granted by this Agreement, or all of the above.

2570 **ARTICLE 13: OTHER AGREEMENTS OF**
2571 **THE PARTIES**

2572 **13.1 RELATIONSHIP OF PARTIES**

2573 The Parties intend that Contractor shall perform the services required by this Agreement
2574 as an independent contractor and not as an officer or employee of County nor as a partner
2575 of or joint venturer with County. No employee or agent of Contractor shall be or shall be
2576 deemed to be an employee or agent of the County. Except as expressly provided herein,
2577 Contractor shall have the exclusive control over the manner and means of conducting the
2578 Discarded Materials Collection services performed under this Agreement, and all Persons
2579 performing such services. Contractor shall be solely responsible for the acts and
2580 omissions of its officers, employees, Subcontractors, and independent operators
2581 performing facility services on its behalf, and agents and the same shall not obtain any
2582 rights to retirement benefits, workers’ compensation benefits, or any other benefits which
2583 accrue to County employees by virtue of employment with the County.

2584 Contractor agrees that this Agreement is not made in the interest of, or on behalf of, any
2585 undisclosed Person, partnership, collector, association, organization, or corporation.
2586 Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any
2587 Person, partnership, other collector, association, organization, or corporation to secure
2588 any advantage against the County.

2589 **13.2 COMPLIANCE WITH LAW**

2590 In providing the services required under this Agreement, Contractor shall at all times, at
2591 its sole cost, comply with all applicable laws of the United States, the State of California,
2592 County, and other State or government bodies which may have jurisdiction over any
2593 service provided in this Agreement and with all applicable regulations promulgated by any
2594 federal, State, regional, or local administration and regulatory agency, now in force and
2595 as they may be enacted, issued, or amended during the Term of this Agreement.

2596 **13.3 GOVERNING LAW**

2597 This Agreement shall be governed by, and construed and enforced in accordance with,
2598 the laws of the State of California and the United States of America.

2599 **13.4 JURISDICTION**

2600 Any lawsuits between the Parties arising out of this Agreement shall be brought and
2601 concluded in the courts of the State of California, which shall have exclusive jurisdiction
2602 over such lawsuits. With respect to venue, the Parties agree for purposes of both State
2603 and federal court action that this Agreement is made in and will be performed in the
2604 County of San Joaquin, State of California. Federal courts may have jurisdiction over
2605 certain lawsuits arising from this Agreement and these should be brought and concluded
2606 within the federal system.

2607 **13.5 ASSIGNMENT**

2608 Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under
2609 this Agreement to any other Person without the prior written consent of the other Party.
2610 Any such assignment made without the consent of the other Party shall be void and the
2611 attempted assignment shall constitute a material breach of this Agreement.

2612 For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale,
2613 exchange or other transfer of substantially all of Contractor's assets dedicated to service
2614 under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten (10)
2615 percent or more of the outstanding common stock of Contractor; (iii) any reorganization,
2616 consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust,
2617 pooling agreement, escrow arrangement, liquidation or other transaction to which
2618 Contractor or any of its shareholders is a party which results in a change of ownership or
2619 control of thirty (30) percent or more of the value or voting rights in the stock of Contractor;
2620 and, (iv) any combination of the foregoing (whether or not in related, contemporaneous
2621 or sequential transactions) which has the effect of any such transfer or change of
2622 ownership and/or control of Contractor. For purposes of this Section, the term "proposed
2623 assignee" shall refer to the proposed transferee(s) or other successor(s) in interest
2624 pursuant to the assignment. Assignment may exclude a change in ownership of
2625 Contractor's assets or stocks which occurs for interfamilial planning purposes only and
2626 does not involve a change in the management of the Agreement or services performed
2627 hereunder. Reorganizations, mergers, consolidations, sales of equity or assets or similar
2628 transactions between or among entities owned by the same ultimate parent, including but

2629 not limited to Contractor and regardless of which entity is the survivor, do not constitute
2630 an assignment; however, Contractor shall provide County with thirty (30) days written
2631 notification of its plans and provide an explanation of any potential impacts related to the
2632 provision of services under this Agreement.

2633 If Contractor requests County's consideration of and consent to an assignment, County
2634 may deny or approve such request in its sole discretion, the standard for County's consent
2635 to any assignment shall be whether the Contractor (or, if applicable, a new entity
2636 succeeding to the rights, duties and obligations of Contractor under this Agreement), after
2637 the assignment, has sufficient financial and operational capability to adequately and
2638 faithfully render the services called for in this Agreement for the remaining Term of the
2639 Agreement. In no event shall County's consent be unreasonably withheld, conditioned or
2640 delayed. Contractor shall undertake to pay County its reasonable expenses for attorneys'
2641 fees and investigation costs necessary to investigate the suitability of any proposed
2642 assignee, and to review and finalize any documentation required as a condition for
2643 approving any such assignment.

2644 **13.6 BINDING ON SUCCESSORS**

2645 The provisions of this Agreement shall inure to the benefit to and be binding on the
2646 successors and permitted assigns of the Parties.

2647 **13.7 PARTIES IN INTEREST**

2648 Nothing in this Agreement, whether expressed or implied, is intended to confer any rights
2649 on any Persons other than the Parties to it and their representatives, successors, and
2650 permitted assigns.

2651 **13.8 WAIVER**

2652 The waiver by either Party of any breach or violation of any provisions of this Agreement
2653 shall not be deemed to be a waiver of any breach or violation of any other provisions nor
2654 of any subsequent breach or violation of the same or any other provision.

2655 The subsequent acceptance by either Party of any monies which become due hereunder
2656 shall not be deemed to be a waiver of any preexisting or concurrent breach or violation
2657 by the other Party of any provision of this Agreement.

2658 **13.9 CONTRACTOR'S INVESTIGATION**

2659 Contractor has made an independent investigation (satisfactory to it) of the conditions
2660 and circumstances surrounding the Agreement and the work to be performed by it.

2661 **13.10 NOTICES**

2662 All notices, demands, requests, proposals, approvals, consents, and other
2663 communications which this Agreement requires, authorizes, or contemplates shall,
2664 except as otherwise specifically provided, be in writing and shall be effective when

2665 personally delivered to a representative of the Parties at the address below or deposited
2666 in the United States mail, first class postage prepaid, addressed as follows:

2667 If to County:

2668 County of San Joaquin

2669 County of San Joaquin - Department of Public Works

2670 Attention: Solid Waste Division

2671 Post Office Box 1810

2672 Stockton, CA 95201-3018

2673 If to Contractor:

2674 [company name]

2675 [contact person]

2676 [address]

2677 [city, state, zip]

2678 The address to which communications may be delivered may be changed from time to
2679 time by a notice given in accordance with this Section.

2680 **13.11 REPRESENTATIVE OF THE PARTIES**

2681 All actions to be taken by County related to this Agreement, shall be taken by the Director
2682 except as otherwise provided in this Agreement or below. Director may delegate, in
2683 writing, authority to other Department officials and may permit such officials, in turn, to
2684 delegate in writing some or all of such authority to subordinate officers. Contractor may
2685 rely upon actions taken by such delegates, if they are within the scope of the authority
2686 properly delegated to them.

2687 Contractor shall, by the Effective Date of this Agreement, designate in writing a
2688 responsible officer who shall serve as the representative of Contractor in all matters
2689 related to the Agreement and shall inform County in writing of such designation and of
2690 any limitations upon his/her authority to Contractor. County may rely upon action taken
2691 by such designated representative as action of Contractor unless they are outside the
2692 scope of authority delegated to him/her by Contractor as communicated to County.

2693 **13.12 DECLARED STATE OF EMERGENCY**

2694 In the event that an authorized official declares a "State of Emergency" within any
2695 geographical area of the County, as authorized in Chapter 7, Division 1, Title 2 of the
2696 California Government Code (California Emergency Services Act), the Robert T. Stafford

2697 Disaster Relief and Emergency Act (42 UCS 5121 et seq.), or other applicable State or
2698 Federal law, County will have the right to exercise all privileges and perform all services
2699 required under this Agreement, but will not be required to make prior notification to
2700 Contractor.

2701 **13.13 NOTICE**

2702 This Agreement does not affect the rights or obligations of the Parties under Section
2703 49520 of the Public Resources Code.

2704 **ARTICLE 14: MISCELLANEOUS AGREEMENTS**

2705 **14.1 PRIVACY**

2706 Contractor shall strictly observe and protect its Customers' privacy and trade secrets,
2707 including their rights to privacy under law. In addition, Contractor shall not:

2708 A. Reveal to anyone other than County any information identifying individual Customers
2709 or the composition or contents of a Customer's Discarded Materials without that
2710 Customer's permission, unless required by law; or,

2711 B. Market or distribute mailing lists with Customers' names and service and billing
2712 addresses.

2713 Contractor shall not assert that any privacy right accorded its Customers under law
2714 prohibit Contractor from participating in Discarded Materials characterization studies or
2715 material stream analyses, keeping records, making reports, or assisting County in
2716 meeting any requirements under law.

2717 **14.2 PUBLIC RECORDS ACT**

2718 The California Public Records Act ("CPRA") requires County to disclose "public records"
2719 in its actual or constructive possession unless a statutory exemption applies. This
2720 generally includes contracts and related documents. If County receives a CPRA request
2721 for records relating to the Agreement, County may, at its sole discretion, either determine
2722 its response to the request without notifying Contractor or notify Contractor of the request.
2723 If County determines its response to the request without notifying Contractor, Contractor
2724 shall hold County harmless for such determination. If County notifies Contractor of the
2725 request, Collector may request that County withhold or redact records responsive to the
2726 request by submitting to County a written request within five (5) business days after
2727 receipt of the County's notice. Contractor's request must identify specific records to be
2728 withheld or redacted and applicable exemptions. Upon timely receipt of Collector's
2729 request, County will review the request and at its sole discretion withhold and/or redact
2730 the records identified by Collector. Collector shall hold County harmless for County's
2731 decision whether to withhold and/or redact pursuant to Contractor's written request.
2732 Contractor further agrees that its defense and indemnification obligations set forth in

2733 Section 11.1 of this Agreement extend to any claim against the County and/or its Board,
2734 officers, employees, agents, assigns, volunteers, and any successors or assigns arising
2735 out of County's withholding and/or redacting of records pursuant to Contractor's request.
2736 Nothing in this Section shall preclude Contractor from bringing a "reverse CPRA action"
2737 to prevent disclosure of records. Nothing in this Section shall prevent the County or its
2738 agents or any other governmental entity from accessing any records for the purpose of
2739 audits or program reviews if that access is legally permissible under the applicable local,
2740 State, or federal laws or regulations. Similarly, County or its agent or designee may take
2741 possession of the record(s) where legally authorized to do so.

2742 **14.3 ENTIRE AGREEMENT**

2743 This Agreement, including the Exhibits, represents the full and entire agreement between
2744 the Parties with respect to the matters covered herein.

2745 **14.4 SECTION HEADINGS**

2746 The article headings and section headings in the Agreement are for convenience or
2747 reference only and are not intended to be used in the construction of this Agreement, nor
2748 to alter or affect any of its provisions.

2749 **14.5 REFERENCES TO LAWS**

2750 All references in this Agreement to laws shall be understood to include such laws as they
2751 may be subsequently amended or recodified, unless otherwise specifically provided.

2752 **14.6 INTERPRETATION**

2753 This Agreement shall be interpreted and construed reasonably and neither for nor against
2754 either Party, regardless of the degree to which either Party participated in its drafting.
2755 Unless the context requires a different reading, the term "including" when use in this
2756 Agreement shall be read as a term of inclusion rather than exclusion.

2757 **14.7 AMENDMENT**

2758 This Agreement may not be modified or amended in any respect except by written
2759 agreement duly approved and signed by the Parties.

2760 **14.8 SEVERABILITY**

2761 If any nonmaterial provision of this Agreement is for any reason deemed to be invalid and
2762 unenforceable, the invalidity or unenforceability of such provision shall not affect any of
2763 the remaining provisions of this Agreement which shall be enforced as if such invalid or
2764 unenforceable provision had not been contained herein.

2765 **14.9 COUNTERPARTS**

2766 This Agreement may be executed in counterparts each of which shall be considered an
2767 original.

2768 **14.10 EXHIBITS**

2769 Each of the Exhibits identified is attached hereto and incorporated herein and made part
2770 hereof by this reference.

2771 IN WITNESS WHEREOF, the parties have executed this Agreement as of
2772 [County Date], 2024.

COUNTY OF SAN JOAQUIN,
a Political Subdivision of the
State of California

By _____
MIGUEL A. VILLAPUDUA, Chairman,
Board of Supervisors County of San
Joaquin, State of California

"COUNTY"

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors of the
County of San Joaquin, State of
California

By _____
Deputy Clerk

APPROVED AS TO FORM:
COUNTY COUNSEL

By _____
MATTHEW P. DACEY
Deputy County Counsel

RECOMMENDED FOR APPROVAL

By _____
FRITZ BUCHMAN, C.E., T.E., CFM
Director of Public Works
San Joaquin County, California

2773

COMPANY NAME HERE

By _____
[signatory]
[position]

"COLLECTOR"

CONTRACT FOR THE COLLECTION, RECYCLING AND
DISPOSAL OF SOLID WASTE FOR THE REFUSE SERVICE
AREA C OF THE COUNTY OF SAN JOAQUIN

BETWEEN THE COUNTY OF SAN JOAQUIN

AND

[company]

EXHIBITS ONLY

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EXHIBITS

The scope of services to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform all requirements of the Agreement. The enumeration of, and specification of requirements for particular items of labor or equipment shall not relieve the Contractor of the duty to furnish all others, as may be required, whether enumerated or not. The Parties agree that as the waste and recycling industry evolves over the Term of this Agreement, items in the Exhibits may be modified through mutual written agreements between Contractor and the Director, without invoking the provisions of Section 4.4 of the Agreement. To the extent that any such modifications result in a change in Contractor's cost of providing services, the provisions of Section 4.4 shall apply.

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1 **EXHIBIT A:**
2 **SINGLE-FAMILY COLLECTION SERVICES**

3 The following Exhibit A describes the programs which, in aggregate, represent the
4 Collection services to be performed under this Agreement by the Contractor. This Exhibit
5 A presents the programs to be provided to each Customer by the Contractor. Within each
6 program description are specific requirements for the:

- 7 • Type and size of Containers or Service Level to be offered by Contractor under each
8 program;
- 9 • Frequency of service to be offered by Contractor to Customers;
- 10 • Location of service, including an indication of whether or not additional charges may
11 apply if a Customer selects a location that may be more costly to serve (e.g. back-
12 yard service);
- 13 • Materials that are acceptable or prohibited within the program;
- 14 • Provision of additional services to the Customer if the standard Service Levels are
15 inadequate, either on a regular or periodic basis, and an indication of whether or not
16 additional charges may apply; and/or,
- 17 • Other requirements and considerations of the program.

18 Contractor shall provide the services for each program described in accordance with the
19 specific program requirements detailed in this Exhibit A, and Contractor shall promote
20 such programs using the public education and outreach methods described in Section
21 6.3 of the Agreement.

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33 **EXHIBIT A.1 – SINGLE-FAMILY**
34 **THREE-CONTAINER SYSTEM**

35 **1. Source Separated Recyclable Materials Collection**

36 Contractor shall Collect Source Separated Recyclable Materials placed in Contractor-
37 provided Blue Carts (or otherwise placed in accordance with this Section) one (1) time
38 per week from Single-Family Customers, and shall Transport all Source Separated
39 Recyclable Materials to the Approved Source Separated Recyclable Materials
40 Processing Facility for Processing.

41 **Containers:** Carts

42 **Container Sizes:** 60-gallon and 90-gallon Blue Carts (or comparable sizes approved
43 by the County) as requested by Customer

44 Standard Container is a 60-gallon Cart, unless Customer requests
45 an alternative size.

46 Contractor shall provide Single-Family Customers with one (1) Blue
47 Container.

48 **Container Type:** Single compartment

49 **Service Frequency:** One (1) time per week on the same day as SSGCOW and
50 Gray Container Waste Collection services.

51 **Service Location:** Curbside

52 **Acceptable Materials:** Source Separated Recyclable Materials

53 **Prohibited Materials:** Materials designated for the Gray Container, materials
54 designated as acceptable SSGCOW, Excluded Waste

55 **Additional Service:**

56 Extra Containers:

57 **Option 1 (Some additional Container(s) provided at no additional**
58 **charge):** Single-Family Customers may request one (1) additional
59 Blue Container at no additional charge to Customer. Contractor shall
60 provide additional Blue Containers to Single-Family Customers upon
61 request and shall charge the appropriate Rate approved by the
62 County.

63 **Option 2 (All additional Containers provided at charge):** Single-
64 Family Customers may request additional Blue Container(s) and the
65 Contractor shall charge the appropriate Rate approved by the
66 County per Container.

67 Excess Cardboard and Source Separated Recyclable Materials
68 Collection (Optional): Contractor shall allow Single-Family
69 Customers to place up to bundles or unlimited flattened
70 cardboard (pieces no larger than two (2) feet x three (3) feet), and
71 additional volumes of Source Separated Recyclable Materials
72 contained in paper bags, plastic bags, or cardboard boxes adjacent
73 to the Blue Container on their regularly-scheduled Collection day at
74 no additional charge to the Customer or at County-approved Rate.

75 **Other Requirements:**

76 Batteries: Contractor shall accept household batteries in the Source
77 Separated Recyclable Materials program, provided that those
78 batteries have been separately packaged in a sealed, clear plastic
79 bag placed on top of the Blue Container.
80

81 Contamination: Contractor may refuse to Collect a Blue Container
82 that contains Prohibited Container Contaminants if Contractor
83 complies with the contamination noticing process described in
84 Section 6.2.1.C.5 of the Agreement. For Customers with repeated
85 incidents of contamination, Contractor may assess a contamination
86 Processing fee in accordance with Section 6.2.1.C.4 of this
87 Agreement.

88 **2. SSGCOW Collection**

89 Contractor shall Collect SSGCOW placed in Contractor-provided Green Carts (or
90 otherwise placed in accordance with this Section) one (1) time per week from Single-
91 Family Customers, and Transport all SSGCOW to the Approved Organic Waste
92 Processing Facility for Processing.

93 **Containers:** Carts

94 **Container Sizes:** 60-gallon and 90-gallon Green Carts (or comparable sizes approved
95 by the County) as requested by Customer

96 Standard Container is a 90-gallon Cart, unless Customer requests
97 an alternative size.

98 Contractor shall provide Single-Family Customers with one (1)
99 Green Container.

100 **Container Type:** Single compartment

101 **Service Frequency:** One (1) time per week on the same day as Source Separated
102 Recyclable Materials and Gray Container Waste Collection service.

103 **Service Location:** Curbside

104 **Acceptable Materials:** SSGCOW (including Yard Trimmings and Food Waste)

105 **Prohibited Materials:** Materials designated as acceptable Source Separated
106 Recyclable Materials, materials designated for the Gray Container,
107 Excluded Waste

108 **Additional Service:**

109 Extra Containers:

110 **Option 1 (Some additional Container(s) provided at no additional**
111 **charge):** Single-Family Customers may request one (1) additional
112 Green Container at no additional charge to Customer. Contractor
113 shall provide additional Green Containers to Single-Family
114 Customers upon request and shall charge the appropriate Rate
115 approved by the County.

116 **Option 2 (All additional Containers provided at charge):** Single-
117 Family Customers may request additional Green Container(s) and
118 the Contractor shall charge the appropriate Rate approved by the
119 County per Container.

120

121 **Other Requirements:**
122 Contamination: Contractor may refuse to Collect a Green Container
123 that contains Prohibited Container Contaminants if Contractor
124 complies with the contamination noticing process described in
125 Section 6.2.1.C.5 of the Agreement. For Customers with repeated
126 incidents of contamination, Contractor may assess a contamination
127 Processing fee in accordance with Section 6.2.1.C.4 of the
128 Agreement.

129 **3. Gray Container Waste Collection**

130 **Containers:** Carts

131 **Container Sizes:** 30, 60 and 90-gallon Gray Carts (or comparable sizes approved by
132 the County) as requested by Customer

133 Standard Container is a 30 or 60 or 90-gallon Cart, unless Customer
134 requests an alternative size.

135 Contractor shall provide Single-Family Customers with one (1) Gray
136 Container.

137 **Container Type:** Single compartment

138 **Service Frequency:** One (1) time per week on the same day as Source Separated
139 Recyclable Materials and SSGCOW collection service.

140 **Service Location:** Curbside

141 **Acceptable Materials:** Gray Container Waste

142 **Prohibited Materials:** Materials designated as acceptable Source Separated
143 Recyclable Materials, materials designated for acceptable
144 SSGCOW, Excluded Waste

145 **Additional Service:**

146 Extra Containers (Optional): Contractor shall provide additional Gray
147 Containers to Single-Family Customers upon request and shall
148 charge the appropriate Rate approved by the County.

149 **Other Requirements:** None

150 **EXHIBIT A.2 – SUPPLEMENTAL SINGLE-FAMILY**
151 **PROGRAMS**

152 **1. Annual Clean-up Day Service**

153 **Contractor shall offer a scheduled bulk collection day for Single-Family Customers,**
154 **one time per year at no cost to Customer.**

155 **Containers:** Not applicable

156 **Service Level:** Up to one (1) cubic yard

157 **Service Frequency:** One time, per year

158 **Service Location:** Curbside, in front of each individual property

159 **Acceptable Materials:** Bulky items: Furniture, appliances, tires without rims, carpets,
160 bundled yard trimmings not weighing more than fifty (50) pounds

161 **Prohibited Materials:** Auto parts, C&D, dirt, concrete, items containing
162 chlorofluorocarbon, loose unbagged items, any items herein defined
163 as hazardous materials or excluded waste, any items that cannot be
164 handled by two persons.

165 **2. Annual Community Clean-up Day Events**

166 **Contractor shall participate in Fifteen (15) annual community clean-up events in**
167 **Area C.**

168 **Containers:** Roll-off bins

169 **Service Level:** Contractor discretion

170 **Service Frequency:** Fifteen (15) events per year

171 **Service Location:** Area C

172 **Acceptable Materials:** Bulk items, furniture, appliances, e-waste, yard trimmings,
173 tires without rims. Small, loose items must be bagged. Long cuttings
174 must be bundled.

175 **Prohibited Materials:** Tree stumps, C & D, hazardous waste

176 **3. [Reserved]**

177 **4. Dump Day Vouchers**

178 Once annually, Contractor shall distribute one (1) voucher to each Single-Family
179 Customer which allows for one (1) no-charge load of up to two (2) cubic yards of Reusable
180 Items, Bulky Items, Source Separated Recyclable Materials, Yard Trimmings, and Gray
181 Container Waste for Processing and/or Disposal at the appropriate Approved Facility.
182 Contractor shall reimburse County by direct payment in the amount of twenty-three
183 percent (23%) of the established minimum fee per ton for respective facility for each
184 redeemed voucher. Contractor shall notify all customers of voucher availability through
185 customer billings. Contractor shall determine the method of distribution of vouchers.
186 Distribution shall require customer signatures and vouchers shall be available for pickup
187 at Contractor's facility.

188 **5. [Reserved]**

189 **6. On-call Clean Up Service**

190 When requested by County, Contractor shall provide Collection, Transportation and
191 Processing or Disposal service of up to five (5) events, twenty (20) cubic yards of on-call
192 clean-up service per year, at no additional cost to Customers or the County. At the
193 County's sole option, the County may direct the Contractor to provide such clean-up
194 capacity in the form of abandoned waste ("hot spot") clean-up, temporary Roll-Off Box
195 service for community events, large clean-up events at locations throughout the County,
196 or any other arrangement deemed appropriate by the County, provided that Contractor
197 shall not be required to Collect waste determined hazardous by Contractor.

198 **7. Christmas Tree Collection**

199 From December 26 through January 15, Contractor will Collect Christmas trees placed at
200 the curb by Single-Family Customers. Contractor shall provide this pick-up service at no
201 additional charge to Single-Family Customers on Customer's regular Collection Service
202 Day. Contractor shall Transport all Collected Christmas trees to the Approved Organic
203 Waste Processing Facility for Processing. If Christmas trees are placed at the curb for
204 Collection after January 15, Contractor shall charge Single-Family Customers the County-
205 Approved Rate for such service.

206 Contractor may require that Christmas trees be cut into sections no greater than six (6)
207 feet. Christmas trees that are flocked shall be Collected, but may be delivered to the
208 Approved Disposal Facility at the discretion of the Contractor. Christmas trees that
209 contain tinsel, lights, or other decorations, or are attached to a tree stand are not required
210 to be Collected; however, Contractor shall affix a non-Collection notice to the tree
211 informing the Customer of the reason(s) for non-Collection. Contractor shall charge
212 County-approved Rates to return and Collect a previously non-Collected Christmas tree
213 that has been corrected and set out again.

214 **8. Used Oil and Filter Collection**

215 Used Motor Oil and Filter Collection. Contractor shall Collect and properly Dispose of or
216 Recycle used motor oil and filters from Single-Family Customers.

217 **Containers:** Motor oil must be placed in a clear plastic jug with screw top
218 lid, filters must be sealed in a clear plastic bag

219 **Container Sizes:** Various (as provided by Customer)

220 **Service Frequency:** Up to one (1) time every other week (as requested by
221 Customer)

222 **Service Location:** Curbside (adjacent to Recyclable Materials Cart)

223 **Acceptable Materials:** Used motor oil and filters

224 **Prohibited Materials:** All other materials, Excluded Waste

225 **Additional Service:** Not applicable

226 **Other Requirements:** Not applicable

227

228 **EXHIBIT B – PROCESSING, TRANSFER, AND**
229 **DISPOSAL SERVICES AND FACILITY STANDARDS**

230 County has approved Contractor to Transport Discarded Materials to the Approved
231 Facilities for Processing or Disposal in accordance with this Exhibit. The Approved
232 Facilities shall comply with the standards specified in this Exhibit. Pursuant to Section 6.1
233 of the Agreement, if neither Party owns or operates one or more of the Approved
234 Facilities, Contractor shall enter into a subcontract agreement with the owner or Facility
235 operator of such Approved Facility(ies) and the requirements of Section 6.1 of the
236 Agreement and this Exhibit shall pertain to the Subcontractor(s).

237 Note that Contractor, by definition in Article 1 of the Agreement, includes Affiliates, DBAs,
238 and Subcontractors. As a result, requirements of Section 6.1 of the Agreement and this
239 Exhibit shall pertain to Affiliate(s) and Subcontractors providing Facility-related services.

240 **B.1 General Requirements**

241 A. **Overview.** Contractor agrees to Transport Discarded Materials it Collects in the
242 County to the appropriate Approved Facility(ies) for Transfer, Processing, or Disposal,
243 as applicable for each type of Discarded Material. As of the Commencement Date of
244 this Agreement, the Approved Facilities are listed in Table B-1 on the following page
245 and in the definitions in Article 1 of this Agreement. Contractor will perform all Transfer,
246 and Processing services at Approved Facilities in accordance with Applicable Law,
247 standard industry practice, and specifications and other requirements of this
248 Agreement.

249

250

Table B-1 Approved Facilities

251

Material Type	Approved Transfer and/or Processing Facility	Description of Processing Methodology (Processing Facility, composting Facility, in-vessel digestion, etc.)	Processing Facility Capacity Guarantor (County or Contractor)	Residue Disposal Facility (identify Residue Disposal location)
Source Separated Recyclable Materials	<p>Approved Source Separated Recyclable Materials Processing Facility:</p> <p>Please insert facility name, Solid Waste Information System (SWIS) number, owner/facility operator, and address</p>	<p>Please insert Processing Facility, Composting Facility, In-Vessel Digestion, etc.</p>	<p>County or Contractor</p>	<p>Please insert facility name, Solid Waste Information System (SWIS) number, owner/facility operator, and address</p> <p>North County Landfill SWIS# 39-AA-0022 17720 East Harney Lane Lodi, CA 95240</p> <p>Foothill Sanitary Landfill SWIS# 39-AA-0004 6484 North Waverly Linden, CA 95236</p> <p>Actual Tons</p>

Material Type	Approved Transfer and/or Processing Facility	Description of Processing Methodology (Processing Facility, composting Facility, in-vessel digestion, etc.)	Processing Facility Capacity Guarantor (County or Contractor)	Residue Disposal Facility (identify Residue Disposal location)
Yard Trimmings (If Processed separately from other SSGCOW)	<p>Approved Organic Waste Processing Facility or Yard Trimmings-specific Processing Facility:</p> <p>Please insert facility name, Solid Waste Information System (SWIS) number, owner/facility operator, and address</p>	<p>Please insert Processing Facility, Composting Facility, In-Vessel Digestion, etc.</p>	<p>County or Contractor</p>	<p>Please insert facility name, Solid Waste Information System (SWIS) number, owner/facility operator, and address</p> <p>North County Landfill SWIS# 39-AA-0022 17720 East Harney Lane Lodi, CA 95240</p> <p>Foothill Sanitary Landfill SWIS# 39-AA-0004 6484 North Waverly Linden, CA 95236</p> <p>Actual Tons</p>

Material Type	Approved Transfer and/or Processing Facility	Description of Processing Methodology (Processing Facility, composting Facility, in-vessel digestion, etc.)	Processing Facility Capacity Guarantor (County or Contractor)	Residue Disposal Facility (identify Residue Disposal location)
Food Waste (If Processed Separately from other SSGCOW)	<p>Approved Organic Waste Processing Facility or insert Food Waste-specific Processing Facility:</p> <p>Please insert facility name, Solid Waste Information System (SWIS) number, owner/facility operator, and address</p>	<p>Please insert Processing Facility, Composting Facility, In-Vessel Digestion, etc.</p>	<p>County or Contractor</p>	<p>Please insert facility name, Solid Waste Information System (SWIS) number, owner/facility operator, and address</p> <p>North County Landfill SWIS# 39-AA-0022 17720 East Harney Lane Lodi, CA 95240</p> <p>Foothill Sanitary Landfill SWIS# 39-AA-0004 6484 North Waverly Linden, CA 95236</p> <p>Actual Tons</p>

Material Type	Approved Transfer and/or Processing Facility	Description of Processing Methodology (Processing Facility, composting Facility, in-vessel digestion, etc.)	Processing Facility Capacity Guarantor (County or Contractor)	Residue Disposal Facility (identify Residue Disposal location)
SSGCOW	<p>Approved Organic Waste Processing Facility:</p> <p>Please insert facility name, Solid Waste Information System (SWIS) number, owner/facility operator, and address</p>	<p>Please insert Processing Facility, Composting Facility, In-Vessel Digestion, etc.</p>	<p>County or Contractor</p>	<p>Please insert facility name, Solid Waste Information System (SWIS) number, owner/facility operator, and address</p> <p>North County Landfill SWIS# 39-AA-0022 17720 East Harney Lane Lodi, CA 95240</p> <p>Foothill Sanitary Landfill SWIS# 39-AA-0004 6484 North Waverly Linden, CA 95236</p> <p>Actual Tons</p>

Material Type	Approved Transfer and/or Processing Facility	Description of Processing Methodology (Processing Facility, composting Facility, in-vessel digestion, etc.)	Processing Facility Capacity Guarantor (County or Contractor)	Residue Disposal Facility (identify Residue Disposal location)
Gray Container Waste	<p>Approved Transfer Facility:</p> <p>Lovelace Transfer Station SWIS# 39-AA-0008 2323 Lovelace Road Manteca, CA 95336</p> <p>Operator:</p> <p>County Of San Joaquin Public Works Dept PO Box 1810 Stockton 95205 1810 E. Hazelton Ave. Stockton, CA 95205 Phone:(209) 953-7316</p> <p>Please insert facility name, Solid Waste Information System (SWIS) number, owner/facility operator, and address</p>	Not Applicable	County (Approved Disposal Facility)	<p>North County Landfill SWIS# 39-AA-0022 17720 East Harney Lane Lodi, CA 95240</p> <p>Foothill Sanitary Landfill SWIS# 39-AA-0004 6484 North Waverly Linden, CA 95236</p>

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256 B. **Facility Capacity Guarantee.** The Facility Capacity Guarantor of each Approved
257 Facility shall guarantee sufficient capacity over the Term of this Agreement to Transfer
258 (if applicable), Transport, and Process or Dispose Discarded Materials Collected
259 under this Agreement, pursuant to Table B-1, above. The Facility Capacity Guarantor
260 of each Approved Processing Facility shall cause the Approved Processing
261 Facility(ies) to recover or Process the Discarded Materials as appropriate; market the
262 Source Separated Recyclable Materials, and SSGCOW recovered from such
263 operations; and Dispose of Residue. Contractor shall provide the County, upon
264 request, with documentation demonstrating the availability of such Transfer (if
265 applicable), Transport, and Processing capacity for each Approved Facility for which
266 they are the Facility Capacity Guarantor as described below. As of the Effective Date,
267 the County is the Facility Capacity Guarantor of the Approved Disposal Facility, and
268 shall cause the Approved Disposal Facility(ies) to Dispose of Gray Container Waste.

269 1. If Contractor or Affiliate is owner of Approved Facilities: County may request that
270 Contractor report aggregate Facility capacity committed to other entities through
271 Contractor's contracts. County, or its agent, will have the right to seek verification
272 of Contractor's reported aggregate capacity through inspection of pertinent
273 sections of Contractor's contracts with such entities to determine the duration of
274 Contractor's commitment to accept materials from such entities and the type and
275 volume of materials Contractor is obligated to accept through the contracts. In
276 addition, County, or its agent, will have the right to review Tonnage reports
277 documenting the past three (3) years of Tonnage accepted at the Approved
278 Facility(ies) by such entities. To the extent allowed by law, County, or its agent(s),
279 agree to maintain the confidentiality of the information reviewed related to the
280 individual contracts with other contracting entities and agree to review all related
281 material at the Contractor's office and will not retain any copies of reviewed
282 material. Contractor will fully cooperate with the County's request and provide
283 County and its agent(s) or access to Contractor's records.

284 2. If Contractor's Subcontractor is the owner and/or operator of Approved Facilities:
285 Upon County request, Contractor shall demonstrate that such capacity is
286 available and allocated to the County by provision of its agreement with the
287 Approved Facility(ies) owner(s)/operator(s) (Subcontractor(s)) documenting the
288 Subcontractor's guarantee to accept the Discarded Materials Contractor delivers
289 over the Term of this Agreement.

290 C. **Equipment and Supplies.** Contractor shall equip and operate the Approved Facilities
291 for which they are the Facility Capacity Guarantor in a manner to fulfill Contractor's
292 obligations under this Agreement, including achieving all applicable standards for
293 Landfill Disposal reduction, Recycling, recovery, Diversion, Residue amount and
294 content, and final product quality standards. Contractor is solely responsible for the
295 adequacy, safety, and suitability of the Approved Facilities for which they are the
296 Facility Capacity Guarantor. Contractor shall modify, enhance, and/or improve the
297 Approved Facilities for which they are the Facility Capacity Guarantor as needed to

298 fulfill service obligations under this Agreement, at no additional compensation from
299 the County or Rates charged to Customers.

300 Contractor shall provide all rolling stock, stationary equipment, material storage
301 Containers, spare parts, maintenance supplies, Transfer, Transport, and Processing
302 equipment, and other consumables as appropriate and necessary to operate the
303 Approved Facilities for which they are the Facility Capacity Guarantor, and provide all
304 services required by this Agreement. Contractor shall place the equipment in the
305 charge of competent equipment operators. Contractor shall repair and maintain all
306 equipment at its own cost and expense.

307 **D. Facility Permits.** Contractor or Facility operator shall keep all existing permits,
308 licenses and approvals necessary for use of the Approved Facility(ies) for which they
309 are the Facility Capacity Guarantor, in full regulatory compliance. Contractor, or
310 Facility operator, shall, upon request, provide copies of permits or other approvals
311 and/or notices of violation of permits to the County.

312 **E. Transfer Facility.** At Contractor's option, Contractor may rely on a Transfer Facility
313 and, in such case, shall Transport some or all Discarded Materials to an Approved
314 Transfer Facility. At the Transfer Facility, Discarded Materials shall be unloaded from
315 Collection vehicles and loaded into large-capacity vehicles and Transported to the
316 Approved Facility(ies) for Processing or Disposal, as applicable for each type of
317 Discarded Material, in a timely manner and in accordance with Applicable Law.
318 Contractor or Subcontractor shall perform the following pre-Processing activities at
319 the Approved Transfer Facility: Lovelace Transfer Station, SWIS# 39-AA-0008, 2323
320 Lovelace Road, Manteca, CA 95336.

321 If Contractor delivers some or all Discarded Materials to a Transfer Facility, it shall
322 receive assurances from the Facility operator that the Facility operator will Transport
323 or arrange for Transport of the Discarded Materials to appropriate Approved
324 Facility(ies) for Processing or Disposal, as applicable for each type of Discarded
325 Material. In such case, Contractor shall receive written documentation from the Facility
326 operator(s) of the Facilities used for Processing and Disposal of Discarded Materials,
327 as applicable for each type of Discarded Material. Contractor shall pay all costs
328 associated with Transport, Transfer, and Processing of all Source Separated
329 Recyclable Materials and SSGCOW Collected in accordance with this Agreement,
330 including marketing of recovered materials and Disposal of all Residue.

331 Contractor shall comply with separate handling requirements in this Exhibit B, Section
332 B.2.B.

333 **F. County Approved Change in Facility(ies).** Contractor may change its selection of
334 one or more of the Approved Facility(ies) for which Contractor is the Facility Capacity
335 Guarantor following County Contract Manager's written approval, which may be
336 conditioned on various factors including, but not limited to: the performance of the
337 current versus proposed Facility, the permitting status of and LEA inspection records
338 related to the proposed Facility, the distance of the Facility from the County, and any

339 other factor that may reasonably degrade the value received by the County. If
340 Contractor elects to use a Facility(ies) that is(are) not listed on the then-current list of
341 Approved Facility(ies) in this Exhibit, it shall submit a written request for approval to
342 the County fourteen (14) days prior to the desired date to use the Facility and shall
343 obtain the County Contract Manager’s written approval prior to use of the Facility.
344 Contractor’s compensation and Rates shall not be adjusted for a Contractor-initiated
345 change in Facilities. County may require a change in any Approved Facility, and such
346 change shall be addressed in accordance with Section 4.4 of the Agreement. In the
347 event that any changes described in this Section B-1.F result in inconsistencies with
348 Table B-1, the Director may approve an updated Table B-1, which shall replace the
349 prior Table B-1.

350 **G. Notification of Emergency Conditions.** Each Approved Facility shall notify the
351 County Contract Manager of any unforeseen operational restrictions that have been
352 imposed upon the Facility by a regulatory agency or any unforeseen equipment or
353 operational failure that will temporarily prevent the Facility from Processing the
354 Discarded Materials Collected under this Agreement.

355 **H. Approved Facility Unavailable/Use of Alternative Facility.** If Contractor is unable
356 to use an Approved Facility due to a sudden unforeseen closure of the Facility or other
357 emergency condition(s) described in this Exhibit B, Section B.1.G, Contractor may use
358 an Alternative Facility provided that the Contractor provides verbal and written notice
359 to the County Contract Manager and receives written approval from the County
360 Contract Manager at least twenty-four (24) hours prior to the use of an Alternative
361 Facility to the extent reasonably practical given the nature of the emergency or sudden
362 closure. The Contractor’s written notice shall include a description of the reasons the
363 Approved Facility is not feasible and the period of time Contractor proposes to use the
364 Alternative Facility. As appropriate for the type of Discarded Materials to be delivered
365 to the Alternative Facility, the Alternative Facility shall meet the applicable Facility
366 standards in this Agreement and shall be sent to an allowable Facility, operation, or
367 “Organic Waste Recovery Activity” as defined in 14 CCR Section 18982(a)(49) and
368 not subsequently used in a manner deemed to constitute Landfill Disposal pursuant
369 to 14 CCR Section 18983.1(a). If Contractor is interested in using a Facility or activity
370 not covered by the preceding sentence, and not specifically identified in 14 CCR
371 Section 18983.1(b), the Contractor shall be responsible for securing the approvals
372 from CalRecycle pursuant to 14 CCR Section 18983.2 that the Facility’s Process or
373 technology constitutes a reduction of Landfill Disposal pursuant to 14 CCR Section
374 18983.1(a) prior to the County’s final approval of such Facility or activity.

375 In the event an Approved Facility becomes unavailable due to the negligence, illegal
376 activity, neglect, or willful misconduct of Contractor, Contractor shall bear all additional
377 costs for use of an Alternative Facility including increased Processing costs, Disposal
378 Costs, Transportation costs, Transfer costs, and all other costs. The Parties agree that
379 an Approved Facility shall only be deemed to be “unavailable” if one or more of the
380 following has occurred: (i) an uncontrollable circumstance as described in Section
381 12.5 of this Agreement has occurred; (ii) a Facility has lost one or more permits to

382 operate; (iii) a Facility has exhibited a pattern of violation through the receipt of
383 repeated notices of violation from one or more regulatory agencies. The Parties agree
384 that a Facility shall only be deemed to be “unavailable” if the lack of availability of the
385 Facility is not due to Contractor’s negligence, illegal activity, neglect, or willful
386 misconduct.

387 If Contractor is not the owner of the new Approved Facility, Contractor shall enter into
388 a Subcontract agreement with the Facility operator of the Alternative Facility to require
389 compliance with the requirements of Section 6.1 of this Agreement and this Exhibit
390 unless County Contract Manager waives one or more requirements.

391 I. **Discarded Materials Monitoring/Waste Evaluation Requirements.** Contractor
392 shall conduct material sampling, sorting, and waste evaluations of various material
393 streams as further described in this Exhibit B, Section B.6 to meet or exceed SB 1383
394 Regulatory requirements.

395 J. **Compliance with Applicable Law.** Contractor (including its Affiliates and
396 Subcontractors) warrants throughout the Term that the Approved Facilities for which
397 Contractor is the Facility Capacity Guarantor are respectively authorized and
398 permitted to accept Discarded Materials in accordance with Applicable Law and are
399 in full compliance with Applicable Law.

400 K. **Records and Investigations.** Contractor shall maintain accurate records of the
401 quantities of Discarded Materials Transported to and Accepted at the Approved
402 Facility(ies) and shall cooperate with County and any regulatory authority in any audits
403 or investigations of such quantities.

404 L. **Inspection and Investigations.** An authorized County employee or agent shall be
405 allowed to enter each Facility during normal working hours in order to conduct
406 inspections and investigations in order to examine Facility operations; Processing
407 activities; contamination monitoring; material sampling and sorting activities, including
408 inspection of end-of-line materials after sorting; and records pertaining to the Facility
409 in order to assess compliance with this Agreement, to understand protocols and
410 results, and conduct investigations, if needed. Contractor shall permit County or its
411 agent to review or copy, or both, any paper, electronic, or other records required by
412 County.

413 **B.2 Processing Standards**

414 A. **Recovery Required.** Contractor agrees to Transport and deliver all Source Separated
415 Recyclable Materials and SSGCOW, Collected under this Agreement to an Approved
416 Facility for Processing as applicable for each material type. Contractor shall conduct
417 Processing activities for all Source Separated Recyclable Materials and SSGCOW to
418 recover Recyclable materials and Organic Waste to reduce Disposal. The Processing

419 shall be performed in a manner that minimizes Disposal to the greatest extent
420 practicable and complies with Applicable Law, including SB 1383 Regulations.

421 **B. Separate Handling Requirements.** Contractor shall keep Source Separated
422 Recyclable Materials and SSGCOW separate from each other and separate from
423 other material streams and shall Process the materials separately from each other.

424 **C. Residue Disposal.** Contractor shall direct all actual or calculated Residue tonnages
425 to the Approved Disposal Facility(ies). This requirement may be fulfilled through
426 delivery of actual Residue tonnage, calculated offset tons, or financial offsets paid to
427 the County based upon the actual Residue tons at the current gate rate at the
428 Approved Disposal Facility.

429 Upon request of the County, Contractor shall provide a certified statement from the
430 Facility operator documenting its Residue level. The Residue level shall be calculated
431 separately for each material type and for each Approved Facility used for Recycling
432 and Processing. The Residue level calculation method shall be reviewed and
433 approved by the County.

434 **D. Source Separated Recyclable Materials Processing Standards.** Contractor shall
435 arrange for Processing of all Source Separated Recyclable Materials at a Facility that
436 recovers materials designated for Collection in the Blue Container and in a manner
437 deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a),
438 which states that Landfill Disposal includes final deposition of Organic Waste at a
439 Landfill or use of Organic Waste as Alternative Daily Cover (ADC) or Alternative
440 Intermediate Cover (AIC).

441 **E. SSGCOW Processing Standards**

442 1. Contractor shall arrange for Processing of all SSGCOW at a Facility that recovers
443 Source Separated Organic Waste and in a manner deemed not to constitute
444 Landfill Disposal pursuant to 14 CCR Section 18983.1(a) which states that
445 Landfill Disposal includes final deposition of Organic Waste at a Landfill or use
446 of Organic Waste as Alternative Daily Cover (ADC) or Alternative Intermediate
447 Cover (AIC).

448 2. Contractor shall arrange for SSGCOW Processing at an Approved Organic
449 Waste Processing Facility that meets one or more of the following criteria, and
450 such Facility or operation is capable of and permitted to accept and recover the
451 types of Organic Wastes included in the SSGCOW:

452 a. A “Compostable Material Handling Operation or Facility” as defined in 14
453 CCR Section 17852(a)(12); small composting facilities that are otherwise
454 excluded from that definition; or Community Composting as defined in 14
455 CCR Section 18982(a)(8). The compostable materials handling operation
456 or Facility shall, pursuant to 14 CCR Section 17867(a)(16), demonstrate
457 that the percentage of Organic Waste in the materials sent to Disposal is:

- 458 i. On and after January 1, 2022, less than 20 percent (20%); and,
459 ii. On and after January 1, 2024, less than 10 percent (10%).
- 460 b. An “In-vessel Digestion Operation or Facility” as defined in 14 CCR Section
461 17896.5. The in-vessel digestion facility or operation shall, pursuant to 14
462 CCR Section 17896.44.1, demonstrate that the percentage of Organic
463 Waste in the materials sent to Disposal is:
- 464 i. On and after January 1, 2022, less than 20 percent (20%); and,
465 ii. On and after January 1, 2024, less than 10 percent (10%).
- 466 c. A “Biomass Conversion Operation” as defined in Section 40106 of the
467 California Public Resources Code.
- 468 d. Soil amendment for erosion control, revegetation, slope stabilization, or
469 landscaping at a Landfill, that is defined as a reduction in Landfill Disposal
470 pursuant to 14 CCR Section 18983.1(b)(5).
- 471 e. Land application of compostable materials consistent with 14 CCR Section
472 17852(a)(24.5) and subject to the conditions in 14 CCR Section
473 18983.1(b)(6).
- 474 f. Lawful use as animal feed, as set forth in California Food and Agricultural
475 Code Section 14901 et seq. and Title 3, Division 4, Chapter 2, Subchapter
476 2 commencing with 14 CCR Article 1, Section 2675.
- 477 g. Other operations or facilities with processes that reduce short-lived climate
478 pollutants that are approved by the State in accordance with 14 CCR
479 Section 18983.2.

480 If Contractor is interested in using an operation, Facility, or activity not expressly
481 identified above and not specifically identified in 14 CCR Section 18983.1(b) for
482 SSGCOW Processing, Contractor shall be responsible for securing the
483 necessary approvals from CalRecycle, pursuant to 14 CCR Section 18983.2, that
484 the Facility’s Process or technology constitutes a reduction in Landfill Disposal
485 pursuant to 14 CCR Section 18983.1(b)(8) prior to the County’s final approval of
486 such operation, Facility, or activity.

487 3. Preparation of Materials for Processing. The Contractor shall be responsible for
488 preparing materials for Processing at the Approved Organic Waste Processing
489 Facility, which shall include, but is not limited to, removal of visible physical
490 contaminants such as plastic, glass, metal, and chemicals prior to size reduction.

491 4. Limits on Incompatible Materials in Recovered Organic Waste

492 a. Limits. Except as described in this Exhibit B, Section B.2.F.4.c,

493 Contractor's Processing Facility or operation shall only send offsite that
494 Organic Waste recovered after Processing the SSGCOW that meets the
495 following requirements or as otherwise specified in 14 CCR Section
496 17409.5.8(a):

497 i. On and after January 1, 2022 with no more than 20 percent (20%) of
498 Incompatible Material by weight; and,

499 ii. On and after January 1, 2024 with no more than 10 percent (10%) of
500 Incompatible Material by weight.

501 b. Measurement. Contractor shall measure the actual levels of Incompatible
502 Materials in accordance with procedures described in 14 CCR Section
503 17409.5.8(b).

504 c. Exceptions. The limits in this Exhibit B, Section B.2.F.4.a shall not apply to
505 the recovered Organic Waste sent offsite from the Processing Facility or
506 operation, if the Contractor sends the recovered Organic Waste from the
507 Processing Facility or operation to one or more of the following types of
508 Facilities that will further Process the Organic Waste, or as otherwise
509 specified in 14 CCR Section 17409.5.8(c):

510 i. A Processing Facility or operation that complies with this Exhibit B,
511 Section B.2.F.5.a;

512 ii. A compostable materials handling facility or operation that, pursuant
513 to 14 CCR Section 17867(a)(16), demonstrates that the percentage
514 of Organic Waste in the materials sent to Disposal is:

515 (A) On and after January 1, 2022, less than 20 percent (20%);
516 and,

517 (B) On and after January 1, 2024, less than 10 percent (10%).

518 iii. An in-vessel digestion Facility or operation that, pursuant to 14 CCR
519 Section 17896.44.1, demonstrates that the percentage of Organic
520 Waste in the materials sent to Disposal is:

521 (A) On and after January 1, 2022, less than 20 percent (20%);
522 and,

523 (B) On and after January 1, 2024, less than 10 percent (10%).

524 iv. An activity that meets the definition of a recycling center as described
525 in 14 CCR Section 17402.5(d).

526 F. **Marketing.** Contractor shall be responsible for marketing materials recovered from
527 Discarded Materials Collected under this Agreement and Processed at Approved

528 Facilities for which Contractor is the Facility Capacity Guarantor. Contractor's
529 marketing methods for materials shall be performed in a manner that supports
530 achievement of Disposal reductions and in such a manner that complies with State
531 statutes, including, but not limited to, AB 901, AB 939, SB 1016, AB 341, AB 1594,
532 AB 1826, and SB 1383, and corresponding regulations. Contractor shall retain
533 revenues resulting from the sale and marketing of said materials.

534 Upon request, Contractor shall provide proof to the County that all Source Separated
535 Recyclable Materials and SSGCOW Collected by Contractor were Processed and
536 recovered materials were marketed for recovery, salvage, or Reuse or as organics
537 products in such a manner that materials are not deemed Landfill Disposal pursuant
538 to 14 CCR Section 18983.1(a) and in a manner that materials are deemed Diversion
539 pursuant to AB 939. All Residue from the Recycling and Processing activities that is
540 not marketed shall be reported to the County as Residue and accounted for as
541 Disposal Tonnage at the Approved Disposal Facility. No Source Separated
542 Recyclable Materials or SSGCOW shall be Transported to a domestic or foreign
543 location if Landfill Disposal, as defined in 14 CCR Section 18983.1(a) of such material
544 is its intended use. If Contractor becomes aware that a broker or buyer has illegally
545 handled, Disposed of, or used material generated in the County that is not consistent
546 with Applicable Law, Contractor shall immediately inform the County and terminate its
547 contract or working relationship with such party. In such case, Contractor shall find an
548 alternative market for the material(s) recovered from the Source Separated
549 Recyclable Materials and/or SSGCOW that is compliant with Applicable Law.

550 The performance of commodity markets for materials recovered from Source
551 Separated Recyclable Materials shall not be considered a reason for deeming a
552 Facility "unavailable" in this Exhibit B, Section B.1.H, nor shall it be considered an
553 acceptable basis for the need to use an Alternative Facility, nor shall it serve as the
554 basis for any adjustment in Contractor's compensation under this Agreement, other
555 than as specifically contemplated in Article 10 of this Agreement.

556 **I. Disposal of Source Separated Recyclable Materials and SSGCOW Prohibited.**
557 With the exception of Processing Residue, Source Separated Recyclable Materials
558 and SSGCOW Collected under this Agreement may not be Disposed of in lieu of
559 Recycling, Processing, or marketing the material, without the expressed written
560 approval of the Director or their designee.

561 If for reasons beyond its reasonable control, Contractor believes that it cannot avoid
562 Disposal of the Source Separated Recyclable Materials or SSGCOW Collected in the
563 County, then it shall prepare a written request for County approval to Dispose of such
564 material. Such request shall contain the basis for Contractor's belief (including, but not
565 limited to, supporting documentation), describe the Contractor's efforts to arrange for
566 the Processing of such material, the period required for such Disposal, and any
567 additional information supporting the Contractor's request.

568 In addition, the request shall describe the Contractor's proposed interim plans for
569 implementation while the County is evaluating its request. If the County objects to the

570 interim plans, the County shall provide written notice to the Contractor and request an
571 alternative arrangement. The County shall consider the Contractor's request and
572 inform Contractor in writing of its decision within fourteen (14) days. Depending on the
573 nature of the Contractor's request, County may extend the fourteen (14) day period,
574 at its own discretion, to provide more time for evaluation of the request and negotiation
575 of an acceptable arrangement with the Contractor.

576 **B.3 Gray Container Waste Disposal Standards**

577 A. **Disposal of Gray Container Waste Collected.** Contractor shall Transport all Gray
578 Container Waste Collected under this Agreement to the Approved Disposal Facility.

579 B. **Disposal at Approved Facility.** Contractor shall not Dispose of Gray Container
580 Waste or Residue by depositing it on any public or private land, in any river, stream,
581 or other waterway, or in any sanitary sewer or storm drainage system or in any other
582 manner which violates Applicable Laws.

583 C. **Disposal Services.** The Party named as Facility Capacity Guarantor for the Approved
584 Disposal Facility shall provide Disposal services at the Approved Disposal Facility.

585 **B.4 Weighing of Discarded Materials**

586 A. **Maintenance and Operation.** This Section B.4 of Exhibit B applies to motor vehicle
587 scales used at the Approved Facilities for which Contractor is the Facility Capacity
588 Guarantor. Approved Facilities shall be equipped with one or more State-certified
589 motor vehicle scales in accordance with Applicable Law. Upon request, Contractor
590 shall arrange for Facility operator to provide documentary evidence of such scale
591 certification within ten (10) days of County's request during the Term. Licensed weigh
592 master(s) shall operate those scales to weigh all inbound and outbound Collection
593 vehicles Transporting Discarded Materials and all Transfer vehicles Transporting
594 materials to another site. Contractor shall arrange for Facility operator to provide
595 County with access to weighing information at all times and copies thereof within three
596 (3) Business Days following the County's request. Exceptions to weighing
597 requirements are specified in this Exhibit B, Section B.4.G.

598 B. **Vehicle Tare Weights for Approved Facility(ies).** Within thirty (30) days prior to the
599 Commencement Date, Contractor shall coordinate with the Facility operator(s) to
600 ensure that all Collection vehicles used by Contractor to Transport Discarded
601 Materials to Approved Facilities are weighed to determine unloaded ("tare") weights.
602 Contractor shall work with Facility operator(s) to electronically record the tare weight,
603 identify vehicle as Contractor's, and provide a distinct vehicle identification number for
604 each vehicle. Contractor shall provide County with a report listing the vehicle tare
605 weight information upon request. Contractor shall promptly coordinate with Facility
606 operator to weigh additional or replacement Collection vehicles prior to Contractor
607 placing them into service. Contractor shall check tare weights at least annually, or
608 within fourteen (14) days of a County request, and shall re-tare vehicles immediately

609 after any major maintenance service that could impact the weight of the vehicle by
610 greater than five percent.

611 C. **Substitute Scales.** If any scale at an Approved Facility is inoperable, being tested, or
612 otherwise unavailable, Facility operator shall use reasonable business efforts to weigh
613 vehicles on the remaining operating scale(s). To the extent that all the scales are
614 inoperable, being tested, or otherwise unavailable, Facility operator shall substitute
615 portable scales until the permanent scales are replaced or repaired. Facility operator
616 shall arrange for any inoperable scale to be repaired as soon as possible.

617 D. **Estimates.** Pending substitution of portable scales or during power outages, Facility
618 operator shall estimate the Tonnage of the Discarded Materials Transported to and
619 accepted at the Approved Facilities by utilizing the arithmetic average of each vehicle's
620 recorded Tons of Discarded Materials delivered on its preceding three (3) deliveries.

621 During any period of time the scales are out of service, Facility operator shall continue
622 to record all information required by this Exhibit B, Section B.4, for each delivery of
623 Discarded Materials to the Approved Facilities and each load of material Transferred
624 to another Approved Facility(ies).

625 E. **Weighing Standards and Procedures.** At the Approved Facilities, Facility operator
626 shall weigh and record inbound weights of all vehicles delivering Discarded Materials
627 when the vehicles arrive at the Facility. In addition, Facility operator shall weigh and
628 record outbound weights of vehicles for which Facility operator does not maintain tare
629 weight information. Furthermore, Facility operator shall weigh and record outbound
630 weights of all Transfer vehicles Transporting Discarded Materials from a Transfer
631 Facility to another Approved Facility(ies) for Processing or Disposal.

632 F. **Records.** Facility operator shall maintain scale records and reports that provide
633 information including date of receipt, inbound time, inbound and outbound weights (or
634 tare weights) of vehicles, vehicle identification number, jurisdiction of origin of
635 materials delivered, type of material, company/hauler identification, and classification,
636 type, weight, and final destination of Discarded Material if the Discarded Materials are
637 Transferred to another Approved Facility(ies).

638 G. **Exceptions to Weighing Requirements.** If an Approved Facility does not have motor
639 vehicle scales to weigh Contractor's vehicles and Discarded Materials delivered to the
640 Facility, Contractor shall obtain a receipt for delivery of the Discarded Materials that
641 identifies the date and time of delivery, the type of material delivered, and the vehicle
642 number. Contractor or Facility operator shall estimate the Tonnage of material
643 delivered for each load based on the volumetric capacity of the vehicle and material
644 density factors (e.g., pounds per cubic yard) approved by or designated by the County
645 Contract Manager.

646 H. **Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded
647 on video cameras at the Approved Facilities, Contractor shall make those videos
648 available for County review during the Approved Facilities' operating hours, upon

649 request of the County, and shall provide the name of the driver of any particular load
650 if available.

651 **B.5 Rejection of Excluded Waste**

652 A. **Inspection.** Contractor will use standard industry practices to detect and reject
653 Excluded Waste in a uniform and non-discriminatory manner and will not knowingly
654 accept Excluded Waste at the Approved Facility(ies) for which Contractor is the
655 Facility Capacity Guarantor. Contractor will comply with the inspection procedure
656 contained in its permit requirements. Contractor will promptly modify that procedure
657 to reflect any changes in permits or Applicable Law.

658 B. **Excluded Waste Handling and Costs.** Contractor will arrange for or provide
659 handling, Transportation, and delivery to a Recycling, incineration, or a Disposal
660 facility permitted in accordance with Applicable Law of all Excluded Waste detected
661 at the Approved Facility(ies) for which Contractor is the Facility Capacity Guarantor.
662 Contractor is solely responsible for making those arrangements or provisions and all
663 costs thereof. Nothing in this Agreement will excuse the Contractor from the
664 responsibility of handling Excluded Wastes that Contractor inadvertently accepts in a
665 lawful manner and of arranging for the disposition of that Excluded Waste in
666 accordance with Applicable Law. However, where Contractor can identify the
667 generator of such Excluded Waste, it may invoice such person or entity for all costs
668 incurred by Contractor.

669 **B.6 Discarded Materials Evaluations at Approved Facilities**

670 A. **General.** Contractor shall conduct the following “evaluations” at Approved Facilities
671 for which Contractor is the Facility Capacity Guarantor if required by Applicable Law
672 referenced below:

673 1. Gray Container Waste Evaluations. If applicable pursuant to 14 CCR Section
674 17409.5.7, Contractor shall conduct waste evaluations of Gray Container Waste
675 at Approved Processing Facilities that receive Gray Container Waste in
676 accordance with 14 CCR 17409.5.7.

677 2. Organic Waste Recovery Efficiency Evaluations. If applicable pursuant to 14
678 CCR Sections 17409.5.1 to 17409.5.5 and 17409.5.8, Contractor shall conduct
679 waste evaluations at Approved Processing Facility(ies) in accordance with 14
680 CCR Sections 17409.5.1 to 17409.5.5 and 17409.5.8.

681 3. Evaluation of Organic Waste in Residuals. If applicable pursuant to 14 CCR
682 Sections 17409.5.3, 17409.5.5, 17867, and/or 17896.44.1, Contractor shall
683 conduct compliance evaluations of Organic Waste to determine the level of
684 Organic Waste in materials sent for Disposal in accordance with 14 CCR
685 Sections 17409.5.3 (transfer/processor for Mixed Waste), 17409.5.5
686 (transfer/processor for SSGCOW/SSBCOW), 17867 (Compost operations and
687 facilities), and 17896.44.1 (In-vessel digestion operations and facilities).

688 B. **Record Keeping and Reporting.** For the evaluations described above, Contractor
689 shall maintain all records and submit reports to CalRecycle as described in 14 CCR
690 Division 7, Chapter 3, Article 6.3; 14 CCR Division 7, Chapter 3.1, Article 8; and 14
691 CCR Division 7, Chapter 3.2, Article 4; and, 14 CCR Sections 18815.5 and 18815.7,
692 as applicable. Contractor shall report this information to the County on a monthly basis
693 in accordance with Exhibit D.

694 C. **Scheduling of Evaluations.** Contractor shall schedule evaluations during normal
695 working hours. Contractor shall provide County notice of its intent to conduct
696 evaluations at the Approved Facility(ies) at least five (5) Business Days in advance of
697 the evaluations.

698 D. **Observance of Study by County and/or CalRecycle.** Contractor acknowledges
699 that, upon request, a representative of the County, the LEA, and/or CalRecycle may
700 oversee its next scheduled quarterly sampling and evaluation of any of the evaluations
701 described in this Exhibit B, Section B.6.A, conducted at the Approved Facility(ies).

702

703

EXHIBIT C – LIQUIDATED DAMAGES

704 County may assess Liquidated Damages pursuant to Section 12.7 of this Agreement if
 705 Contractor fails to fulfill its obligations with regards to the events listed in this Exhibit in
 706 accordance with the terms and conditions of the Agreement.

	Event of Non-Performance	Liquidated Damage
1	Failure to Correct Missed Collection. Failure to Correct Missed Collection. Each event where Contractor fails to Collect a Container from a Customer who properly placed said Container for Collection which is not Collected by the end of the Business Day following the receipt of the Customer complaint about the Missed Collection.	\$100 / occurrence
2	Failure to Implement Three-Container System. For each occurrence of failing to provide Customers with the three-Container system required by and compliant with Exhibit A excluding Generators and Customers granted waivers pursuant to Section 6.5 of this Agreement.	\$50 / Generator or Customer / occurrence / Day until compliance achieved
3	Failure to Comply with Container Labeling and Colors. For each occurrence of Contractor's failure to comply with Container labeling and color requirements pursuant to Section 7.5 of this Agreement.	\$50 / Container / occurrence
4	Failure to Perform Public Education and Outreach. For each failure to perform any individual education and outreach activity as required and in the timeframe specified by this Agreement.	\$500 / activity / occurrence
5	Failure to Submit Reports or Allow Access to Records. For each failure to submit any individual report or provide access to records in compliance with and in the timeframe specified in this Agreement. Incomplete and/or inaccurate reports shall be considered a failure to submit until such time as all information in the report has been provided in a complete and accurate form. In the event County determines an errant or incomplete report more than ten (10) Business Days after	\$500 / report / occurrence

	Event of Non-Performance	Liquidated Damage
	submittal by Contractor, Contractor shall be given ten (10) Business Days to complete and correct and any pending Liquidated Damages shall be tolled during that period.	
6	Misleading/ Inaccurate Reporting. Each occurrence of Contractor providing misleading or otherwise inaccurate information or reporting to County under or in regard to this Agreement. Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance.	\$250 / occurrence
7	Failure to Correct Submittal of Inaccurate Data in a Timely Manner. Failure to correct submittal of inaccurate data within ten (10) days (or other such time period as may be agreed to in writing between County and Contractor) of notification by County.	\$100 / day
8	Use of Unauthorized Facilities. For each individual occurrence of delivering Discarded Materials to a Facility other than the appropriate Approved Facility for each Discarded Material type under this Agreement.	\$30 / ton / occurrence (in addition to any applicable lost Disposal tipping fees pursuant to Section 6.1)
9	Failure of Approved Facility(ies) to Meet Limits on Incompatible Materials (if Applicable). For each Ton of SSGCOW received at the Facility(ies) in a quarterly reporting period when Organic Waste recovered after Processing exceeds Incompatible Material thresholds defined in Exhibit B.	\$10 / ton in the quarterly reporting period when the failure occurred
10	Failure to Provide Adequate Capacity. Failure to provide adequate capacity to accept and Process Source Separated Recyclable Materials or SSGCOW.	\$1,000 / for each day facility rejects otherwise acceptable material
11	Disposal of Material Targeted for Diversion. Each individual occurrence of Disposal rather than Processing of Source Separated Recyclable Materials or SSGCOW set out for Collection by the Customer.	\$100 / ton (in addition to any applicable lost Disposal tipping fees pursuant to Section 6.1)
12	Mixing Material Types During Collection. Other than occurrences associated with the contamination monitoring procedures in	\$100 / Container

	Event of Non-Performance	Liquidated Damage
	Section 6.2.2, Each individual Container that is Collected by Contractor in a vehicle intended or designated for the purpose of Collecting a different material type (e.g. Source Separated Recyclable Materials Collected in Gray Container Waste vehicle).	
13	Failure to Perform Contamination Monitoring Requirements. For each failure to conduct Hauler Route contamination monitoring in accordance with Section 6.2 of this Agreement.	\$500/ Hauler Route / occurrence
14	Failure to Conduct Compliance Tasks. For each failure to conduct any compliance review, Discarded Materials evaluations pursuant to Section B.6 of Exhibit B, and/or other inspection required by this Agreement.	\$500 / occurrence
15	Failure to Issue Contamination Notices. For each failure of Contractor Collection personnel to issue contamination notices and contaminating Processing fee notices and maintain documentation of issuance as required by Section 6.2 of this Agreement.	\$500 / Hauler Route / day
16	Failure to Conduct Follow-Up Inspections. For each failure to conduct a follow-up inspection as required by Section 6.7 of this Agreement.	\$50 / occurrence
17	Failure to Clean-Up Spillage. Each failure by Contractor to clean up: (1) any items or materials spilled during the Collection of a Container; or, (2) any fluids spilled or leaked from a Container or Collection vehicle prior to leaving the Collection location. This does not include instances where a Container was overloaded.	\$100 / occurrence
18	Damage to Property. Each event of damage to either public or private property as a result of Collection activity, including without limitation curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables.	\$500 / occurrence (in addition to repair costs)
19	Damage to Public Streets. Each event of damage to public streets within the County caused by Contractor, excluding damage caused by normal wear and tear.	\$100 / occurrence

	Event of Non-Performance	Liquidated Damage
20	Failure to Maintain Equipment. Each event of failure to maintain equipment, vehicles, and/or Containers in a clean, safe, and sanitary manner.	\$100 / occurrence
21	Uncovered Loads. Failure to properly cover materials in Collection vehicles.	\$100 / occurrence
22	Materials Emanating from Vehicle. Each occurrence of Collected materials emanating from Contractor's vehicles following Collection.	\$100 / occurrence
23	Inaccurate Billing. Each Complaint received where the Contractor billed a Customer in error. Inaccurate billing may include, but is not limited to: (i) either over- or under-charging of the Customer relative to the approved Rates for services, (ii) charging the Customer a Rate that is not the same as other Customers with the same Service Level; (iii) charging a Customer for an increased Service Level prior to providing the service; (iv) not charging a Customer for reduced Service Level within seven (7) of the date Customer requested the change regardless of whether or not Contractor delivers the appropriate Containers or modifies the Service Level within that timeframe.	\$100 / occurrence
24	Failure to Commence Service. Any failure by Contractor to deliver a Container and begin providing Collection to a Customer, at the Service Level requested by said Customer, within fourteen (14) calendar days of receiving such request. This may include a new Customer receiving new service or an existing Customer requesting a change in or addition to existing Service Levels.	\$100 / occurrence
25	Failure to Exchange Container. Any failure by Contractor to exchange a Container within ten (10) Business Days of notification that a change in the size or number of Containers is required.	\$100 / Container / day
26	Failure to Replace Container. Any failure by Contractor to replace a damaged or defaced	\$100 / Container / day

	Event of Non-Performance	Liquidated Damage
	Container within the timeline required in Section 7.5.C	
27	Failure to Replace Container or Remove Graffiti. Any failure by Contractor to replace or repair a damaged Container within fourteen (14) calendar days of receiving such a request from a Customer, or any failure by Contractor shall remove graffiti from Containers within forty-eight (48) hours of identification by Contractor or notice by County or Customer if such graffiti includes any written or pictorial obscenities and otherwise within five (5) Business Days.	\$100 / occurrence
28	Failure to Resolve Complaint. Any failure by Contractor to address a complaint within seven (7) calendar days of receiving such complaint.	\$100 / occurrence
29	Failure to Answer Phones. Any failure (beyond 100 per 1,000 calls received under this Agreement) by Contractor to answer a telephone call from a Customer during normal business hours. A call is not considered to be answered if the Customer does not speak with a live operator. A call is considered to be answered if the Customer hangs-up or abandons the call following a hold time of less than three (3) minutes.	\$100 / occurrence
30	Failure to Maintain Office Hours. Failure to maintain office hours as required by this Agreement.	\$100 / occurrence
31	Unauthorized Hours of Operation. Each occurrence of Contractor Collecting from Customers during unauthorized hours.	\$100 / occurrence

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EXHIBIT D – RECORD KEEPING AND REPORTING

711 **D.1 General**

712 Contractor shall maintain such accounting, statistical, and other records related to its
713 performance under this Agreement as shall be necessary to develop the reports required
714 by this Agreement or County Code. Contractor agrees to conduct data collection,
715 information and record keeping, and reporting activities needed to comply with applicable
716 laws and regulations and to meet the reporting and Discarded Materials Collection,
717 Processing, and Disposal program management needs of the County. At the written
718 direction or approval of County, the records and reports to be maintained and provided
719 by Contractor in accordance with this Exhibit and other Articles of the Agreement may be
720 adjusted in number, format, and frequency, if required to comply with State or federal
721 regulatory or reporting requirements.

722 **D.2 Record Keeping**

723 A. **General.** Contractor shall maintain Customer contact data, Customer service,
724 accounting, statistical, operational, and other records related to its performance as
725 shall be necessary to provide reporting required by this Agreement and Applicable
726 Law and to demonstrate compliance with this Agreement and Applicable Law (such
727 as, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383
728 statutes and corresponding regulations).

729 Record keeping and reporting requirements specified in this Agreement shall not be
730 considered a comprehensive list of reporting requirements. In particular, this Exhibit
731 D is intended to highlight the general nature of records and reports and their minimum
732 content and is not meant to comprehensively define the scope and content of the
733 records and reports that Contractor is required to maintain and report by Applicable
734 Law or this Agreement. Upon written direction or approval of County, the records and
735 reports required by Contractor in accordance with this and other Articles of the
736 Agreement shall be adjusted in number, format, or frequency.

737 Contractor shall maintain adequate records, and corresponding documentation, of
738 information required by Sections D.3 and D.4 of this Exhibit, such that the Contractor
739 is able to produce accurate monthly and annual reports, and is able to provide records
740 to verify such reports. Contractor will make these records available and provide to the
741 County any record or documentation necessary for the County to fulfill obligations
742 under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876,
743 AB 901, and SB 1383 statutes and corresponding regulations; and, other current or
744 future federal, State, or local statutes and regulations, as amended. Upon request by
745 the County, Contractor shall provide access to Contractor's requested records in a
746 timely manner, not to exceed ten (10) Business Days from the time of County's request
747 to Contractor.

748 **B. Record Retention and Security.** Records shall be maintained in forms and by
749 methods that facilitate flexible use of data contained in them to structure reports, as
750 needed, pursuant to this Exhibit. Contractor's records shall be stored in one central
751 location, physical or electronic, that can be readily accessed by Contractor. County
752 reserves the right to require the Contractor to maintain the records required herein
753 through the use of a County-selected web-based software platform, at Contractor's
754 expense. Unless otherwise required in this Exhibit, Contractor shall retain all records
755 and data required to be maintained by this Agreement for the Term of this Agreement
756 plus five (5) years after its expiration or earlier termination.

757 Records and data shall be in chronological and organized form and readily and easily
758 interpreted. Contractor shall maintain adequate record security to preserve records
759 from events that can be reasonably anticipated such as a fire, theft, and an
760 earthquake. Electronically-maintained data and records shall be protected and
761 backed-up. To the extent that Contractor utilizes its computer systems to comply with
762 record keeping and reporting requirements under this Agreement, Contractor shall, on
763 a monthly basis, save all system-generated reports supporting those record keeping
764 and reporting requirements in a static format in order to provide an audit trail for all
765 data required.

766 **C. Maintenance of Financial and Operational Records.** The Contractor shall maintain
767 complete financial statements and accounting records for operations under this
768 Agreement. Contractor shall account for revenues received and expenses incurred as
769 a result of this Agreement separately from the accounting for other operations
770 performed by Contractor or its Affiliates. The Gross Receipts derived from the
771 Collection Services under this Agreement, whether such services are performed by
772 the Contractor, by an Affiliate, or by a Subcontractor, shall be recorded as revenues
773 in the accounts of the Contractor. Upon demand, the Contractor shall permit the
774 County Contract Manager to examine and audit the books of account of the Contractor
775 at any and all reasonable times for the purpose of verifying Contractor's performance
776 under this Agreement. Upon request, the Contractor shall allow the County Contract
777 Manager to examine the reports of Gross Receipts and the invoices pertaining to any
778 fee or charge approved by the County for Services provided under this Agreement.
779 Such request shall be made at reasonable times and with reasonable notice.

780 In the event that an extraordinary Rate adjustment pursuant to Section 10.3,
781 reasonably necessary records shall be subject to review in accordance with
782 appropriate professional standards, and inspection, for the primary purpose of
783 reviewing changes in costs to the Contractor attributable to the extraordinary Rate
784 adjustment request, at any reasonable time by an independent third party. The
785 selection of the independent third party as well as the scope of work for such review
786 shall be approved in advance by the County Contract Manager. The independent
787 reviewer shall provide any and all drafts of its review to the County and the Contractor.
788 The Party requesting the extraordinary Rate adjustment review shall bear the cost of
789 the review.

790 D. **CERCLA Defense Records.** County views its ability to defend itself against
791 Comprehensive Environmental Response, Compensation and Liability Act
792 (CERCLA), and related litigation as a matter of great importance. For this reason,
793 County regards its ability to prove where Collected Gray Container Waste is taken for
794 transfer or Disposal. Contractor shall maintain records which can establish where
795 Gray Container Waste Collected was Disposed. This provision shall survive the
796 expiration or earlier termination of this Agreement. Contractor shall maintain these
797 records for a minimum of ten (10) years beyond expiration or earlier termination of the
798 Agreement. Contractor shall provide these records to County (upon request or at the
799 end of the record retention period) in an organized and indexed manner rather than
800 destroying or Disposing of them.

801 E. **Compilation of Information for State Law Purposes.** Contractor shall maintain
802 accurate records for its operation, including, but not limited to, Discarded Materials
803 quantities Collected and quantities Transported to or Transferred to each Approved
804 Facility, listed separately by material type, Customer type, and Facility. Records shall
805 be maintained in such form by methods that facilitate the use of data for the production
806 of reports as needed. Contractor will make these records available and provide to the
807 County any record or documentation necessary for the County to fulfill obligations
808 under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876,
809 AB 901, AB 1595, and SB 1383 statutes and corresponding regulations; and, other
810 current or future local, federal or State statutes and regulations, as amended.

811 **D.3 Audits and Inspection by County**

812 At a mutually agreed upon time during normal business hours, but within five (5) work
813 days of a written request, Contractor shall make available to the County for examination
814 at reasonable locations within the County the Contractor's data and records with respect
815 to the matters covered by this Agreement and the County Code. Contractor shall permit
816 the County, or its designee, to audit, examine, and make excerpts or transcripts from such
817 data and records, and make audits of all data relating to all matters covered by this
818 Agreement and the County Code. Contractor shall maintain such data and records in an
819 accessible location and condition for a period of not less than three (3) years following
820 the County's receipt of final payment under this Agreement unless the County agrees in
821 writing to an earlier disposition. The County, or its designee, shall maintain the
822 confidentiality of the Contractor's Customer list and other proprietary information, to the
823 extent allowed by law.

824 **D.4 Reporting**

825 **D.4.1 General**

826 A. **General Purpose.** Reports are intended to compile recorded data into useful forms
827 of information that can be used by the County. All reports shall be adequate to meet
828 County's current and future reporting requirements to CalRecycle, including AB 939,
829 AB 341, AB 1826, and SB 1383 statutes and corresponding regulations, or any other

830 State or federal agency statutes and regulations throughout the Term of this
831 Agreement.

832 B. **Failure to Report.** Failure of Contractor to comply with the reporting requirements as
833 set forth in this Section may result in an assessment of Liquidated Damages in
834 accordance with the Liquidated Damages provision in Section 12.7 of this Agreement
835 and Exhibit C. Contractor's repeated failure to submit reports, and/or failure to submit
836 reports on time, may be deemed an event of default and may result in the termination
837 of the Agreement at the discretion of the Director, in accordance with Article 12 of this
838 Agreement.

839 C. **Report Format.** County shall provide to Contractor the format for each report
840 submittal not later than thirty (30) days prior to the first due date for each such report.
841 Unless otherwise notified by the County, Contractor shall use the County-provided
842 report format(s) for all future reporting periods.

843 D. **Submittal Process.** All reports shall be submitted to the County, Department of Public
844 Works, or as directed by the County Contract Manager. Reports shall be submitted
845 electronically via email or uploaded to a document sharing platform agreed upon by
846 the Parties. County reserves the right to require the Contractor to maintain records
847 and submit the reports required herein through use of a County-selected web-based
848 software platform, at the Contractor's expense.

849 Quarterly reports shall be submitted within forty-five (45) days after the end of the
850 reporting quarter; and annual reports shall be submitted within ninety (90) days after
851 the end of the reporting year.

852 **D.4.2 Quarterly Reports**

853 Quarterly reports shall be submitted by Contractor to County and shall include the
854 following information pertaining to the most recently-completed calendar quarter.
855 Information shall be reported by month, such that data is tracked and documented on a
856 monthly basis, but submitted to the County on a quarterly basis. In addition, each quarterly
857 report shall include a year-to-date summary page that includes the data submitted from
858 the quarterly report(s) submitted in the calendar year prior to the submittal of the current
859 quarterly report. Contractor shall report the information included in the following
860 subsections.

861 **A. Tonnage Report**

862 1. Contractor shall report the total quantities in Tons of Discarded Materials
863 Collected, Transferred, Processed, and Disposed by the Contractor, all of which
864 shall be based on actual certified scale weights for each load, if available, or
865 similarly accurate methodology pursuant to weighing protocols in Section B.4 of
866 Exhibit B. Tonnage shall be reported separately by:

867 a. Material type, which shall include, at a minimum, separate reporting of Source

868 Separated Recyclable Materials, SSGCOW, Gray Container Waste, and any
869 other type of Discarded Material separately Collected by Contractor
870 (including, but not limited to: Bulky Items, used oil, dirt, rock, metals,
871 cardboard, wood waste, Reusable Items, Salvageable Materials, etc.);

872 b. Approved Facility and Facility type.

873 2. Report Residue level and Tonnage for all Discarded Materials processed, listed
874 separately by material type Collected and Approved Facility(ies) used.

875 3. Documentation of all Discarded Materials exported out of State, as provided in 14
876 CCR Sections 18800 through 18813.

877

878 B. Diversion Report

879 Contractor shall report the Diversion level for each month and the cumulative year-to-
880 date Diversion Level, where Diversion level shall be calculated as follows:

881 **Monthly:**

882 Tons collected – Tons Diverted = Tons Disposed.

883 Tons Diverted ÷ Tons collected = Diversion percentage.

884

885 **Year-to-date:**

886 Total Tons collected – Tons Diverted = Tons Disposed.

887 Total Tons Diverted ÷ Total Tons collected = YTD Diversion percentage.

888 C. Collection and Subscription Report

889 1. Number of Containers at each Service Level by program, including:

890 a. A summary of the total gallons of Cart service, cubic yards of Bin service,
891 and pulls; and cubic yards or Tons of Roll-off Box and Compactor service
892 by Customer Type (as applicable).

893 b. Calculation of the average volume of service received per Single-Family
894 Dwelling Unit (separately identifying Dwelling Units in a multi-unit, Single-
895 Family Premises).

896 2. A summary of Customer subscription data, including the number of accounts; the
897 number of Customers subscribing to each Cart, Bin, and Roll-Off Service Level (as
898 applicable) listed separately for each type of Discarded Material; and the number
899 of Bulky Items Collections performed.

900 3. Documentation of the universal service enrollment process including a copy of the
901 Service Area-wide Generator enrollment level evaluation conducted pursuant to
902 Section 6.4.D of this Agreement.

903 4. Number of Bulky Item Collection events.

904

905 **D. Contamination Monitoring Report**

906 Hauler Route Reviews (Section 6.2)

907 The Contractor shall submit the following information regarding contamination
908 monitoring Hauler Route reviews conducted pursuant to Section 6.2 of this
909 Agreement:

- 910 1. The number of Hauler Route reviews conducted pursuant to Section 6.2 of this
911 Agreement;
- 912 2. Description of the Contractor's process for determining the level of
913 contamination;
- 914 3. Summary report of non-Collection notices, courtesy Collection notices, and/or
915 contamination processing fee assessment notices issued, which for each notice
916 shall include the date of issuance, Customer name, and service address.
- 917 4. A record of each inspection and contamination incident, which shall include, at a
918 minimum:
- 919 a. Name of the Customer
 - 920 b. Address of the Customer
 - 921 c. The date the contaminated Container was observed
 - 922 d. The staff who conducted the inspection
 - 923 e. The total number of violations found and a description of what action was
924 taken for each
 - 925 f. Upon specific request, copies of all notices issued to Generators with
926 Prohibited Container Contaminants
 - 927 g. Upon specific request, any photographic documentation or supporting
928 evidence.
- 929 5. Documentation of the total number of Containers Disposed of due to observation
930 of Prohibited Container Contaminants;
- 931 6. A list of all Customers assessed contamination Processing fees, pursuant to
932 Section 6.2 of this Agreement, including the Customer name, Customer address,
933 and reason for the assessment of the contamination Processing fee, and the total
934 number of instances contamination Processing fees were assessed in the month
935 and the total amount of fees collected in the month.
- 936 7. Any other information reasonably requested by the County or specified in
937 contamination monitoring provisions of this Agreement.

938 **E. SB 1383 Complaints Report**

939 Contractor shall maintain a record of all SB 1383 Regulatory non-compliance
940 complaints and responses pursuant to Section 6.7 of this Agreement and submit
941 the following information:

942 a. Total number of complaints received and total number of complaints
943 investigated

944 b. Copies of documentation recorded for each complaint received, which shall
945 at a minimum include the following information:

946 i. The complaint as received;

947 ii. The name and contact information of the complainant, if the
948 complaint is not submitted anonymously;

949 iii. A description of the alleged violation; including location(s) and all
950 other relevant facts known to the complainant;

951 iv. Any relevant photographic or documentary evidence submitted to
952 support the allegations in the complaint.

953 c. Copies of all complaint reports submitted to the County.

954 d. Copies of all investigation reports submitted to the County, which shall
955 include at a minimum:

956 i. The complaint as received;

957 ii. The date the Contractor investigated the complaint;

958 iii. Documentation of the findings of the investigation;

959 iv. Any photographic or other evidence collected during the
960 investigation; and,

961 v. Contractor's recommendation to the County on whether or not the
962 entity investigated is in violation of SB 1383 Regulations based
963 on the Contractor's investigation.

964 F. Education Program Report

965 The quarterly status of activities identified in the annual public education plan
966 described in Section 6.3 of this Agreement.

967 G. Discarded Materials Evaluation Reports

968 In accordance with Section B.6.B of Exhibit B, Contractor shall provide reports of
969 evaluations of Discarded Materials conducted at Approved Facilities.

970 D.4.3 Annual Reports

971 In addition to the quarterly reporting requirements in this Exhibit D, Section D.4.2, the
972 Contractor shall provide an Annual Report, covering the most recently-completed

973 calendar year, in accordance with the format and submittal requirements of this Exhibit.
974 The Annual Report shall include the information in the following subsections.

975 **A. Collection and Subscription Report**

- 976 1. A summary of all data provided in the Tonnage report section, including quarterly
977 and annual totals and averages.
- 978 2. The type(s) of Collection service(s) provided, a list of all Hauler Routes serviced,
979 and a record of the addresses served on each Hauler Route.
- 980 3. A summary of Customer subscription data, including the number of accounts; the
981 total number of Generators enrolled with Contractor for service, listed separately
982 by service level and Container type (Cart, Bin, and Roll-Off service, as applicable),
983 separately for each type of Discarded Material; and the number of Bulky Items
984 Collections performed.
- 985 4. A detailed list of Customer information, including Gray Container Waste, Source
986 Separated Recyclable Materials, and SSGCOW Service Levels, and Customer
987 service addresses reflecting Customer Service Levels as of December 1 (for the
988 year in which the report is submitted)

989 **B. Processing Facility Report**

- 990 1. Temporary Equipment or Operations Failure: If the Contractor is granted a
991 processing facility temporary equipment or operational failure waiver the
992 Contractor shall include the following documents and information:
- 993 a. The number of days the Processing Facility temporary equipment waiver
994 or operation failure waiver was in effect;
- 995 b. Copies of any notifications sent to the County, and copies of County
996 notices to;
- 997 c. Documentation setting forth the date of issuance of the waiver, the
998 timeframe for the waiver; and,
- 999 d. A record of the tons of Organic Waste, Source Separated Recyclable
1000 Materials, SSGCOW, and/or Gray Container Waste redirected to an
1001 Alternative Facility or Disposed at an Approved Disposal Facility as a result
1002 of the waiver, recorded by Collection vehicle or transfer vehicle
1003 number/load, date, and weight.

1004 **C. Public Education and Outreach Report**

- 1005 1. A copy of all education and outreach materials provided to Generators, or
1006 otherwise used for education and outreach efforts in accordance with Section 6.3
1007 of the Agreement, including, but not limited to: flyers, brochures, newsletters,
1008 invoice messaging/billing inserts, and website and social media postings.

- 1009 2. A record of the date and to whom the information was disseminated or direct
1010 contact made, in the form of a list that includes: the Generator's name or account
1011 name, the type of education or outreach received; the distribution date, and the
1012 method of distribution.
- 1013 3. The number of Organic Waste Generators that received information and the type
1014 of education and outreach used.
- 1015 4. For any mass distribution through mailings or bill inserts, the Contractor shall
1016 maintain a record of the date, a copy of the information distributed, and the type
1017 and number of accounts that received the information.
- 1018 5. A copy of electronic media, including the dates posted of: social media posts, e-
1019 mail communications, or other electronic messages.
- 1020 6. A summary of the status of the annual education plan of the reporting year,
1021 including activities conducted and the quantitative and/or qualitative results of
1022 those activities.
- 1023 7. The annual public education plan required by Section 6.3 of the Agreement for the
1024 upcoming then-current calendar year. For example, Contractor submittal of a 2024
1025 annual report in February 2025 shall include Contractor submittal of the annual
1026 public education plan for calendar year 2025.

1027 **D. Compliance Monitoring and Enforcement Report**

- 1028 1. A summary of the total number of SB 1383 Regulatory non-compliance complaints
1029 that were received and investigated, in accordance with Section 6.7 of the
1030 Agreement and Exhibit D, Section D.4.2.D.
- 1031 2. The total number of Hauler Route reviews conducted pursuant to Section 6.6 of
1032 the Agreement.
- 1033 3. A copy of written and/or electronic records and documentation for all audits,
1034 studies, compliance reviews, and all other inspections conducted pursuant to
1035 Section 6.6 of the Agreement.
- 1036 4. The total number of Notices of Violation issued, categorized by type of Generator.
- 1037 5. The number of violations that were resolved, categorized by type of Generator.
- 1038 6. Copies of all Notices of Violation and educational materials issued to non-
1039 compliant Generators.

1040 **E. Vehicle and Equipment Inventory**

- 1041 1. A list of all vehicles used in performing services under this Agreement including
1042 the license plate number, VIN, make, model, model year, purchase date, engine
1043 overhaul/rebuild date (if applicable), and mileage at December 31.

1044 **F. Customer Revenue and County Fee Payment Report**

1045 Provide a statement detailing Gross Receipts from all operations conducted or
1046 permitted pursuant to this Agreement and report of all County fees paid in accordance

1047 with Article 9 of this Agreement. Provide a list of Customers that are sixty (60) or more
1048 days past due and include the following information for each delinquent account:
1049 name; service address; contact information; number of days the account is delinquent.

1050 **D.4.4 Additional Reports**

1051 A. **Upon Incident Reporting.** County reserves the right to request additional reports or
1052 documents in the case of unforeseen events or additional requirements imposed upon
1053 the County. The Contractor shall provide the requested reports, documents, or
1054 information within ten (10) Business Days upon receipt of the request or such
1055 additional time as is reasonable under the circumstances.

1056 B. **AB 901 Reporting.** At County's option, County may require that Contractor provide
1057 the County copies of Contractor's AB 901 reports on a regular basis or within ten (10)
1058 Business Days of the request.

1059 C. **CALGreen Code Compliance.** Contractor shall maintain records of any information
1060 or documentation required to demonstrate compliance with the California Green
1061 Building Standards Code (CALGreen Code), as adopted by County Municipal Code
1062 Section 5-2954. County may request that this information be included in the monthly
1063 or annual report(s), as it pertains to the services provided under this Agreement.
1064 County shall notify the Contractor of this request within ten (10) Business Days prior
1065 to the submittal deadline of the monthly and/annual report where the information is to
1066 be included.

1067 D. **Facility Capacity Planning Information.** County may require Contractor to provide
1068 County with information of available Organic Waste Processing capacity for any
1069 Approved Processing Facilities, where available capacity may include identification of
1070 monthly Tons of additional Organic Waste such Approved Facilities have the ability to
1071 receive within permitted limits. Contractor shall respond to County within 60 days of
1072 County's request for information regarding available new or expanded capacity, and,
1073 at County's option, may be required to submit reports on a more regular basis (such
1074 as monthly, quarterly, or annually). If Contractor uses a Subcontractor to perform
1075 some or all of the Facility-related services required by this Agreement, Contractor shall
1076 secure any County-requested Facility capacity planning information from its
1077 Subcontractor(s). The annual Facility capacity planning report shall comply with the
1078 following:

1079 1. Include reports of current throughput and permitted capacity and available
1080 capacity for SSBCOW and SSGCOW Processing for any Facility in the County
1081 that processes SSBCOW and/or SSGCOW. Existing capacity may include
1082 identification of monthly Tons of additional Source Separated Recyclable
1083 Materials, SSGCOW, SSBCOW, and/or Mixed Waste capacity such Facility has
1084 the ability to receive within permitted limits.

1085 2. Include description of potential new or expanded Processing capacity at those
1086 Facilities, operations, and activities for Processing of SSBCOW and/or Organic

1087 Materials, including information about throughput and permitted capacity
1088 necessary for planning purposes.

1089 3. Be submitted using a form or format approved by the County Contract Manager.

1090 F. **Customized Reports.** County reserves the right to request Contractor to prepare
1091 and provide customized reports from records Contractor is required to maintain.

EXHIBIT E – REFUSE SERVICE AREA MAP

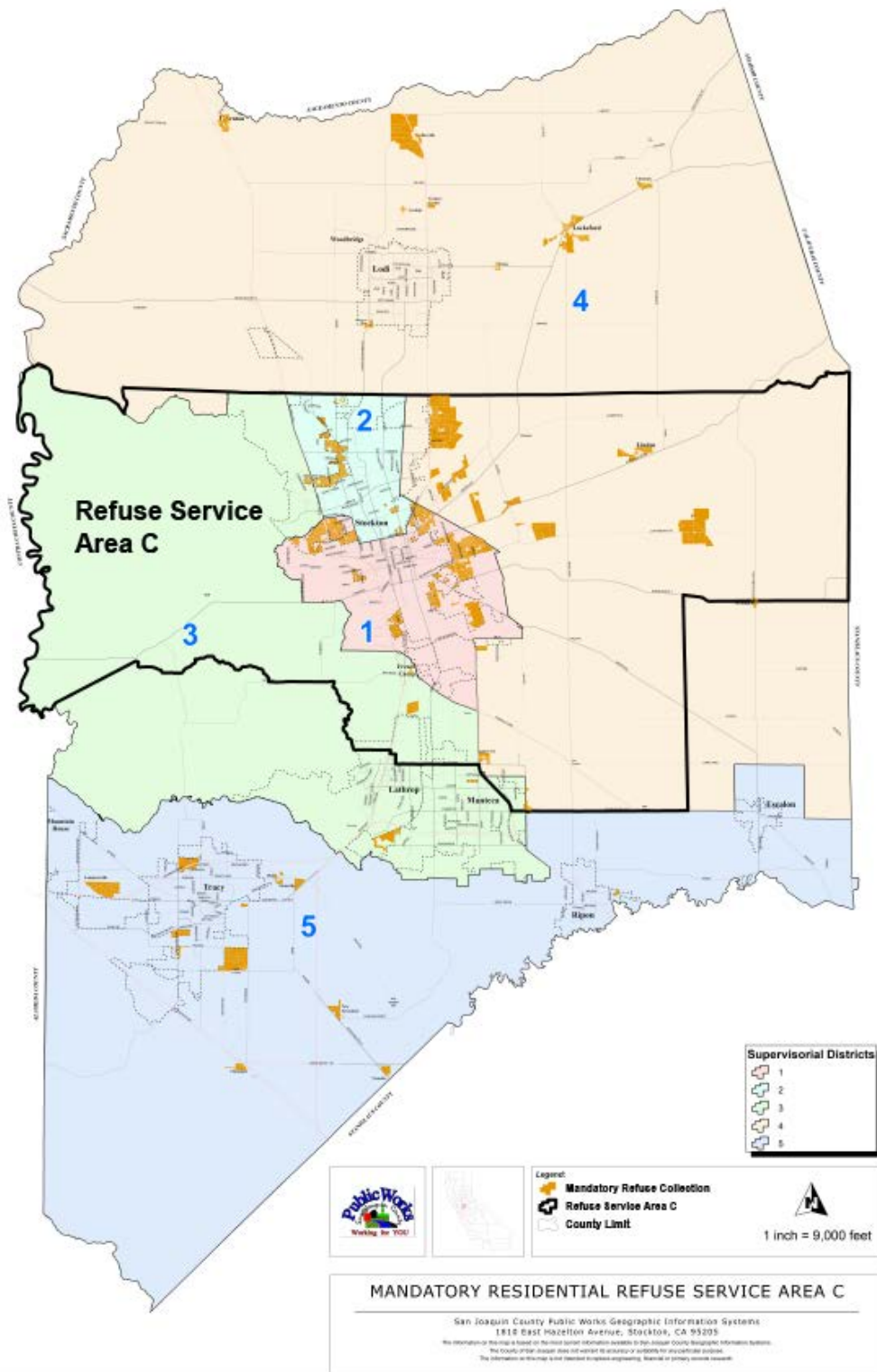


EXHIBIT F — RATES FOR RATE PERIOD ONE

1096

EXHIBIT G – ACCEPTABLE MATERIALS LISTS

1097 **REGULAR WASTE (Black/Grey Container)**

- 1098 • Regular non-hazardous household waste

1099 **SOURCE SEPARATED RECYCLABLE MATERIALS (Blue Container)**

- 1100 • [insert items]

1101 METAL

- 1102 • [insert items]

1103 PLASTIC

- 1104 • [insert items]

1105 GLASS

- 1106 • [insert items]

1107 **SOURCE SEPARATED ORGANIC WASTE (Green Container)**

1108 FOOD WASTE

- 1109 • [insert items]

1110 YARD WASTE

- 1111 • [insert items]

1112 FOOD-SOILED PAPER

- 1113 • [insert items]