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

IT IS AGREED by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter called "COUNTY," and SUNSET DISPOSAL SERVICE INC., a California corporation, hereinafter called "COLLECTOR," as follows:

1. COUNTY hereby grants to COLLECTOR the exclusive right to collect, recycle and dispose of residential refuse from any premises or habitations units used primarily for human dwelling, other than mobile home parks, hotels, and motels and other than apartment complexes of ten or more dwelling units, within the limits of the unincorporated area, as it exists on January 1, 2020, of Refuse Service Area C of San Joaquin County, pursuant to and subject to Division 2 of Title 5 of the Ordinance Code of San Joaquin County, as amended, Sections 40000 et seq. of the California Public Resources Code, Section 25827 of the California Government Code, the San Joaquin County-wide Integrated Solid Waste Management Plan, and the remaining terms and conditions of Contract. It is understood and agreed to by COLLECTOR that COUNTY makes no charge to COLLECTOR for the grant of this right and, therefore, the right to operate under Contract does not include the right of COLLECTOR to charge for or assess any value to such right in the event of any transfer of such right, whether by sale or otherwise, to another person or entity during the term of this Contract or at the termination thereof. COUNTY does not

1 guarantee to COLLECTOR any rate of return on COLLECTOR'S investment.

2 2. Refuse Service Area C of San Joaquin County is defined as all that
3 unincorporated territory within the limits of such Area as shown on the attached map
4 marked Exhibit "A," incorporated herein as though set forth in full. COUNTY
5 reserves the right to consolidate Refuse Service Area C, or any part thereof, with
6 any other Refuse Service Area, or part thereof.

7 3. The words, terms and phrases in this Contract shall be given their
8 ordinary and customary meaning unless otherwise specifically defined herein.

9 Words, terms and phrases as used and defined in Division 2 of Title 5 of the
10 Ordinance Code of San Joaquin County shall apply to this Contract.

11 4. The exclusive right of the COLLECTOR to collect, recycle and
12 dispose of residential refuse under this Contract is granted upon the condition that
13 all refuse, whether residential or otherwise, which is handled by COLLECTOR shall
14 be collected, hauled, recycled and disposed of by COLLECTOR in strict compliance
15 with the terms and conditions of this Contract, the applicable provisions of the rules
16 and regulations of the Public Health Services of San Joaquin County, the
17 Environmental Health Department of San Joaquin County, the California Air
18 Resources Board, and the applicable provisions of all COUNTY regulations and
19 ordinances and State Law, and any amendments thereto, which may now exist or
20 may be adopted or may be amended during the term of this Contract. As a further
21 condition to the grant of this exclusive right to COLLECTOR, COLLECTOR shall at
22 all times maintain a current, valid COUNTY business license. All terms and
23 conditions of this Contract are material and substantial to this Contract and any
24 failure to meet these conditions shall constitute a breach of contract.

1 5. A. COLLECTOR shall provide residential refuse collection
2 services as set forth in Paragraph 1 of this Contract, within COLLECTOR'S Refuse
3 Service Area upon request, to any resident, property owner, lessee, or person in
4 control of any residence, or property generating such refuse in such Area, at least
5 as frequently as is required by Division 2 of Title 5 of the Ordinance Code of
6 San Joaquin County.

7 B. COLLECTOR shall in all mandatory collection areas
8 provide 15 gallon recycling tubs for bi-weekly curbside source separated collection
9 of recyclable materials. COLLECTOR shall transport such materials to facility of
10 COLLECTOR'S choice for processing and shall maintain ownership of such
11 materials. For purposes of this Agreement, "curbside source separated" means that
12 recyclables (as listed in Attachment 1) shall be placed by the customer in the 15
13 gallon recycling tub separately from residential refuse. Recyclables may be
14 commingled with each other within the recycling tub.

15 COLLECTOR shall in all mandatory collection areas provide bi-weekly
16 curbside source separated collection of used oil and oil filters. "Curbside source
17 separated" means that oil is sealed in a clear plastic jug with screw top lid and oil
18 filters are sealed in clear plastic bags and securely placed on the ground outside and
19 next to the recycling tub.

20 COLLECTOR shall in all mandatory and non-mandatory collection
21 areas provide 30 gallon carts for fully automated refuse collection service.

22 C. COUNTY reserves the right to require COLLECTOR to
23 provide an organics collection program and/or an automated recycling cart program
24 in the future. The costs and method of payment to COLLECTOR for providing such

1 additional services shall be mutually determined by COLLECTOR and COUNTY at
2 the time such additional services are required and shall be authorized by an
3 amendment to Contract.

4 D. COLLECTOR shall also provide additional services
5 mandated by Federal, State or local governments as required by COUNTY. The
6 costs and method of payment to COLLECTOR for providing such additional
7 services shall be mutually determined by COLLECTOR and COUNTY at the time
8 such additional services are required and shall be authorized by an amendment to
9 Contract.

10 6. A. COLLECTOR shall charge customers for refuse collection
11 service not more than the rates approved by the San Joaquin County Board of
12 Supervisors for services performed pursuant to this Contract within Refuse Service
13 Area C, which rates are initially set forth in Attachment 1 hereto, except as
14 hereinafter provided. Any services to be performed under this Contract by
15 COLLECTOR for which no rate has been so approved shall be agreed upon by
16 negotiation between customer and COLLECTOR. If customer and COLLECTOR
17 are unable to reach agreement, final determination shall be made by the County
18 Director of Public Works. COLLECTOR shall allow a senior citizen's discount for
19 residential refuse collection for each property where no more than two adults reside,
20 one of which is shown by driver's license or other identification acceptable to
21 COLLECTOR to be 65 years of age and older. Such discount shall be equal to
22 twenty percent (20%) of the rate applicable to first 30 - 35 gallon container service
23 and shall apply only to the charge for first 30 - 35 gallon container service even if
24 more than first 30 - 35 gallon container service is provided to such a customer.

1 B. On the first anniversary date of this Contract, and on each
2 anniversary date thereafter, rates for services as established pursuant to this
3 Paragraph 6, shall be automatically adjusted upward or downward (but never to less
4 than the initial rates set forth in Attachment 1 hereto), by the percentage change in
5 the Construction Cost Index for the preceding 12 month period ending September 30,
6 as reported in the Engineering News-Record (ENR). This Construction Cost Index
7 adjustment shall be applied to the Current Rate Less the County Facility Gate Fee
8 Adjustment.

9 C. COUNTY may add a surcharge to the monthly residential
10 refuse collection rates to fund implementation of the San Joaquin County-wide
11 Integrated Solid Waste Management Plan. Such surcharge shall be collected by
12 COLLECTOR and passed on to COUNTY.

13 7. COLLECTOR need not furnish services at any property upon which
14 refuse is not retained for COLLECTOR in the manner provided for in Division 2 of
15 Title 5 of the Ordinance Code of San Joaquin County and in accordance with the
16 rules and regulations adopted by the Public Health Services of San Joaquin County,
17 or, in areas of non-mandatory refuse collection, to any customer who, after 30 days
18 from written demand therefore, has any amount due COLLECTOR for services
19 rendered prior to such demand. If service has been furnished to any property and is
20 discontinued pursuant to this Paragraph, COLLECTOR shall notify, in writing, Public
21 Health Services of San Joaquin County on the day of the discontinuance or refusal
22 of service pursuant to this Paragraph. In areas of non-mandatory collection,
23 COLLECTOR may, in COLLECTOR'S discretion, require payment of one billing
24 cycle's service in advance to providing service to new customers or to any customer

1 whose service has been discontinued due to nonpayment pursuant to this
2 Paragraph. If COLLECTOR so required advance payment, COLLECTOR shall
3 refund to the person requesting service, or, if such person cannot be found, to the
4 property owner, any portion of such advance payment which is not earned due to
5 non-provision of service, within 30 days after the expiration of the period for which
6 service was paid in advance.

7 In areas of mandatory refuse collection, COLLECTOR shall continue to
8 provide service in the event of nonpayment, and shall notify the Director of Public
9 Works of all payments which are 60 days or more past due. Once each calendar
10 year during the term of this Contract, COUNTY shall reimburse COLLECTOR, 11
either by direct payment or by application of a credit against fees due COUNTY 12
from COLLECTOR pursuant to this Contract for the full amount of such delinquent 13
payments.

14 In the event such delinquent customer pays COLLECTOR after
15 notification to COUNTY, but before reimbursement by COUNTY, COLLECTOR
16 shall notify COUNTY of such payment, and COUNTY shall deduct from any
17 reimbursement due the amount of such payment.

18 8. COLLECTOR shall deposit all residential solid waste collected from
19 the unincorporated areas of COUNTY, and all waste collected from the Cities with
20 which COUNTY has a contractual obligation to provide disposal sites, at a disposal
21 site, materials recovery facility or transfer station as designated by COUNTY Public
22 Works Director, and COLLECTOR shall pay to COUNTY the gate fee established
23 by COUNTY for disposal of refuse at such designated site. COLLECTOR may not
24 utilize an alternate disposal site, materials recovery facility or transfer station,

1 without first obtaining written authorization from the Director of Public Works, which
2 permission shall not be unreasonably withheld. In granting such authorization, the
3 Director of Public Works will establish conditions for use of the alternate facility. In
4 no case shall COLLECTOR transport waste collected under this Agreement to a
5 facility outside of San Joaquin County, without prior approval of the Board of
6 Supervisors. Such approval shall not be unreasonably withheld. Such approval
7 may require agreement between San Joaquin County and the County to which
8 waste is transported. COUNTY shall determine COLLECTOR compliance to the
9 waste deposit requirement for COUNTY-designated solid waste facilities set forth in
10 this Paragraph. Failure to use COUNTY designated sites will result in the
11 COLLECTOR paying to COUNTY the full disposal fee which the COLLECTOR
12 would have paid at the designated COUNTY site, plus a five percent (5%) per
13 month penalty. Failure to use sites designated by COUNTY will also be grounds for
14 termination of Contract.

15 For waste collected in COLLECTOR'S Refuse Service Area the primary
16 designated site is the Lovelace Transfer Station. At COUNTY'S determination,
17 waste which is not acceptable at the primary designated site, must be disposed of
18 by the COLLECTOR at the Foothill Sanitary Landfill, providing the waste is a type
19 which is legally acceptable at the Foothill Landfill.

20 The dates and times of the deposit of such refuse shall be designated in
21 writing by COUNTY Director of Public Works. COLLECTOR shall have no
22 responsibility for such refuse after COLLECTOR has deposited such refuse in
23 accordance with the terms of Contract. At no time shall COLLECTOR acquire any
24 right of ownership in such refuse, except upon written consent from COUNTY

1 whereby COLLECTOR retains the right to recycle such refuse as COLLECTOR
2 desires, prior to deposit of such refuse, and COLLECTOR shall own such recycled
3 materials.

4 9. COLLECTOR shall provide all of the COLLECTOR'S residential
5 customer in its Refuse Service Area with an annual clean up day service on which
6 day COLLECTOR, without charge to the recipient of such service, shall collect all
7 bulky nonputrescible household waste material. All such loose material shall be
8 containerized. Such containers shall not exceed 50 pounds when loaded, nor shall
9 they exceed three feet in any dimension. Such materials shall not exceed one cubic
10 yard per household in the aggregate. Such service shall be available to apartment
11 residents serviced by COLLECTOR but not to commercial operators of apartment
12 houses and shall not apply to agricultural, commercial, or industrial wastes.
13 COLLECTOR shall not pay a gate fee at COUNTY disposal sites for waste
14 quantities, as determined by the COUNTY Public Works Director, which are
15 collected without charge in connection with the annual clean up day as provided by
16 this Section 9.

17 COLLECTOR shall participate in the operation of seven annual
18 community cleanup events in the Area C. All materials from said events shall be
19 segregated into recyclable and non-recyclable materials. COLLECTOR shall
20 transport all materials to the Lovelace Road Transfer Station for processing.
21 COUNTY shall maintain ownership of such materials. COLLECTOR shall provide
22 waste roll-off bins at a discounted rate. COUNTY shall be responsible for all
23 disposal costs associated with such service. Segregated recyclables shall be
24 serviced at no cost to COUNTY.

1 COLLECTOR shall make available one no-charge voucher for each
2 mandatory and non-mandatory area customer per year. Such voucher shall allow
3 one no-charge load of two cubic yards of material for disposal at any COUNTY
4 facility, and shall include bulky items such as mattresses; furniture; refrigerators
5 and other large appliances; and electronics. COLLECTOR shall reimburse
6 COUNTY by direct payment in the amount of SIX DOLLARS (\$6.00) for each
7 redeemed voucher. COLLECTOR shall notify all customers of voucher availability
8 through customer billings. COLLECTOR shall determine the method of
9 distribution of vouchers. Distribution shall require customer signatures and
10 vouchers shall be available for pickup at COLLECTOR's facility.

11 COLLECTOR shall distribute promotional materials to all residential
12 customers regarding no-charge recycling opportunities in Service Area C.
13 COUNTY shall approve all such promotional materials prior to distribution.

14 When requested by COUNTY, COLLECTOR shall provide fifteen (15)
15 hot spot clean ups in Area C, at no cost to residents or to COUNTY. Pickup of hot
16 spot events shall be limited to 20 cubic yards of debris per event and shall not
17 include any waste determined hazardous by COLLECTOR.

18 10. COLLECTOR agrees to pay to COUNTY the disposal site gate fee
19 established by COUNTY Board of Supervisors for COUNTY disposal facilities.
20 Such fee shall be determined by the weight of waste disposed of by COLLECTOR,
21 as measured by scales at COUNTY'S facilities.

22 11. Within 30 days after every calendar quarter, COLLECTOR shall
23 furnish to COUNTY a statement of the COLLECTOR'S prior quarter activities. Such
24 statement shall be in the format provided by COUNTY and shall include total

1 residential, commercial, and industrial waste quantities measured in tons, received
2 by COLLECTOR in its operations in the unincorporated San Joaquin County, and its
3 total residential, commercial and industrial waste quantities measured in tons,
4 received from its operations in the incorporated areas of San Joaquin County,
5 unless otherwise approved in writing by COUNTY Director of Public Works. Such
6 quarterly statement shall also include total quantities and types of material recycled,
7 composted, or otherwise recovered by COLLECTOR. On a quarterly basis,
8 COLLECTOR shall report to COUNTY the number of customers for the various
9 types of residential, commercial and industrial services provided by the
10 COLLECTOR, if and when requested by COUNTY. Failure of COLLECTOR to
11 provide COUNTY with the information required in this Section within 45 days after
12 the end of the quarter shall cause COLLECTOR to pay to COUNTY a penalty of
13 FIFTY DOLLARS (\$50.00) per day for each day of such failure. Such payment shall
14 not be the exclusive remedy for such breach but shall be accumulative of any other
15 remedies available to COUNTY.

16 12. At all times, the books and records of COLLECTOR maintained in
17 connection with COLLECTOR'S operations under this Contract shall be open to
18 inspection by the Auditor, County Administrator, Director of Public Works, and
19 Counsel of County. Any such inspection shall be done only during customary
20 business hours on Mondays through Fridays.

21 13. The books and records of COLLECTOR relating to COLLECTOR'S
22 operations under this Contract shall be maintained as would those of an
23 independent entity including, but not limited to, customer lists and billing rates,

1 records of assets, liabilities, revenues, expenses, net worth, and gross receipts, and
2 shall be maintained in existence for at least the term of this Contract plus four years.

3 14. When requested by COUNTY, COLLECTOR shall provide
4 COUNTY with two copies of a Reviewed Financial Statement of COLLECTOR'S
5 operations under this Contract for the preceding calendar year prepared by a
6 certified public accountant or a licensed public accountant. The Reviewed Financial
7 Statement shall contain a balance sheet, statement of income, retained earnings,
8 and of cash flows for the year then ended in accordance with standards established
9 by the American Institute of Certified Public Accountants.

10 15. COLLECTOR shall furnish all necessary equipment for its operation
11 under Contract and shall maintain such equipment in a condition consistent with
12 applicable provisions of the Ordinance Code of San Joaquin County and the rules
13 and regulations of the Public Health Service of San Joaquin County and consistent
14 with the necessities of the required services under Contract.

15 COLLECTOR shall annually provide to COUNTY, a list of equipment
16 which is used in COLLECTOR'S residential operations under this Contract, and all
17 equipment used to haul waste to COUNTY disposal sites. Such list shall give the
18 vehicle type, make, model number, volume in cubic yards, and COLLECTOR and
19 COUNTY identification numbers, if and when requested by COUNTY Director of
20 Public Works. COLLECTOR shall report to COUNTY any deletions or additions to
21 this list at the time such changes occur.

22 16. COLLECTOR shall furnish all labor necessary for its operations
23 under this Contract.

1 17. All trucks or other equipment used by COLLECTOR for its
2 operations under this Contract shall be of the compactor or equivalent type and
3 shall be so constructed and maintained at all times so as to prevent leakage,
4 spillage or overflow of refuse.

5 18. For the benefit and protection of COUNTY and as additional
6 consideration to COUNTY, COLLECTOR agrees to hold harmless and defend
7 COUNTY, its Board of Supervisors, officers, agents and employees from and
8 against any and all claims, actions, liabilities, loss, damage or injury, including any
9 of the foregoing by way of indemnification or contribution, arising directly or
10 indirectly out of COLLECTOR'S activity, performance, operations, acts or omissions
11 relating to COLLECTOR'S duties, responsibilities and rights under the terms and
12 conditions of Contract and/or under Division 2 of Title 5 of the Ordinance Code of
13 San Joaquin County, including, but not limited to, commercial collection activities,
14 whether or not such claims, actions, liabilities, loss, damage, or injury result directly
15 or indirectly from the sole, contributory, comparative, active, passive primary or
16 secondary negligence of COLLECTOR. Additionally, COLLECTOR agrees to
17 indemnify COUNTY for any and all losses, including but not limited to attorney's
18 fees and legal costs, which COUNTY may suffer by reason of such activity,
19 performance, operations, acts or omissions under Contract and/or under Division 2
20 of Title 5 of the Ordinance Code of San Joaquin County, including, but not limited
21 to, commercial collection activities. COLLECTOR shall maintain policies of liability
22 insurance for bodily injury in an amount not less than FIVE MILLION DOLLARS
23 (\$5,000,000) for injury or death to any one person and not less than FIVE MILLION
24 DOLLARS (\$5,000,000) for injury or death to more than one person arising out of

1 any one occurrence and policies of liability insurance for property damage in an
2 amount not less than FIVE MILLION DOLLARS (\$5,000,000) against any liability
3 arising directly or indirectly out of such activity, performance, operations, acts or
4 omissions under Contract and/or under Division 2 of Title 5 of the Ordinance Code
5 of San Joaquin County, including, but not limited to, commercial collection activities.
6 The hereinbefore mentioned policies of insurance shall include COUNTY as an
7 additional insured and the coverage of such policies shall be expressly made
8 primary with respect to any other coverage. Copies of such policies, or certificates
9 evidencing such policies, shall be first approved by the Counsel of County and filed
10 with the County Public Works Department. Failure of COLLECTOR to provide and
11 maintain on file with COUNTY such copies or certificates shall cause COLLECTOR
12 to pay to COUNTY a penalty of FIFTY DOLLARS (\$50.00) per day for each day of
13 such failure. Said policies shall contain a contractual endorsement recognizing the
14 Contractual obligation of COLLECTOR to COUNTY contained in this Paragraph. All
15 policies shall contain a provision requiring 30 days written notice to be given to
16 COUNTY prior to cancellation, modification, or reduction of limits. Failure of
17 COLLECTOR to maintain required insurance policies shall immediately terminate
18 Contract; COUNTY, at its option, may reinstate Contract on subsequent provision of
19 the required insurance policies.

20 19. COLLECTOR shall post a noninterest earning cash advance
21 deposit with COUNTY as an advance payment of gate fees to be paid by
22 COLLECTOR to COUNTY. Individual gate fee transactions will be deducted from
23 the advance deposit. By the tenth of each month, COUNTY shall invoice
24 COLLECTOR for the amount of such deductions from the prior month.

1 COLLECTOR shall replenish the advance deposit by paying to COUNTY, the
2 amount of deductions as reported to COLLECTOR by COUNTY. Such payment
3 shall be made no later than the last business day of the month said invoice is
4 received. If such payment is not paid as specified here, such payment or payments
5 due shall be imposed upon and added to such payment or payments for each
6 month or part thereof during which such payment remains delinquent. If
7 COLLECTOR is delinquent in its payment to COUNTY for more than thirty days,
8 Contract may be immediately terminated at COUNTY'S sole discretion.

9 The amount of said deposit is initially set at ONE HUNDRED TWENTY
10 THOUSAND SIX HUNDRED AND SEVENTY FIVE DOLLARS (\$120,675) for
11 Account 702 (Lovelace Transfer Station), FOUR HUNDRED SEVENTY EIGHT
12 DOLLARS (\$478) Account 6032 (Foothill Landfill), SIX THOUSAND AND TWO
13 DOLLARS (\$6,002) for Account 6038 (North County Landfill) and shall be reviewed
14 semiannually by COUNTY and adjusted to an amount equal to the monthly average
15 of the prior six months gate fees. The amount of said deposit shall also be
16 reviewed and adjusted accordingly at such time as residential rates are adjusted in
17 accordance with Contract.

18 In lieu of paying the advance deposit towards gate fees, COLLECTOR
19 may propose and utilize a different method of paying gate fees, providing such
20 method is approved in writing by the County Public Works Director, prior to
21 implementation. Such approval will be granted on a temporary basis and may be
22 revoked at the discretion of the Public Works Director. If such approval is revoked,
23 COLLECTOR shall immediately pay the advance deposit as established in this
24 Paragraph 19.

1 Additionally, to assure compliance with provisions of Contract,
2 COLLECTOR for the duration of Contract, or extensions thereto, shall also provide
3 COUNTY with a performance bond issued by an admitted surety insurer, or shall
4 post with COUNTY a cash bond or an irrevocable letter of credit acceptable to
5 COUNTY, equal to TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for Refuse
6 Area C. COLLECTOR shall receive any interest earned on any cash bond posted
7 with COUNTY. Such deposit may be used by County for the following purposes:
8 To provide residential refuse collection services in the event COLLECTOR fails to
9 provide services for which COLLECTOR has been paid through advance billings to
10 COLLECTOR'S customers, to pay costs incurred by COUNTY to correct problems
11 resulting from COLLECTOR'S failure to fully carry out and meet its duties and
12 obligations of Contract and County solid waste ordinances, to pay delinquent fees
13 owed to COUNTY by COLLECTOR, and to pay costs incurred by COUNTY due to
14 negligent actions by COLLECTOR.

15 20. This Contract shall be in effect from January 1, 2020 to
16 December 31, 2025, provided that, if COLLECTOR requests an extension of the
17 term of this Contract, and both COLLECTOR and COUNTY agree that there has
18 been satisfactory performance under this Contract, the term of this Contract may be
19 extended at COUNTY'S option, until December 31, 2031, on the same terms and
20 conditions, except as the parties hereto may mutually agree to modify such terms
21 and conditions, except that the failure of COLLECTOR to fully perform each and
22 every obligation of COLLECTOR under the terms of CONTRACT shall constitute an
23 immediate termination of Contract without notice from COUNTY to COLLECTOR.
24 COLLECTOR'S failure to perform the terms and conditions of Contract includes, but

1 is not limited to, the failure to pay any money now or hereafter due COUNTY under
2 Contract whether or not COLLECTOR disputes that such amount is owed; provided
3 that COUNTY shall give COLLECTOR ten days written notice of COLLECTOR'S
4 failure to provide those notices or documents required by Paragraphs 7, 11, and 22.

5 With mutual consent in writing, this Contract may be reopened from time
6 to time as necessary to revise its terms and conditions, including reimbursements
7 for extraordinary costs.

8 When disposal site gate fees are adjusted by COUNTY, residential
9 refuse collection rates shall be adjusted by multiplying the amount of the per ton
10 gate fee increase by 0.12 and rounded to the nearest one cent, to arrive at the
11 amount of the residential rate increase allowed per month per 30 - 35 gallon
12 container service, and proportionately for larger sized containers.

13 21. For the purposes of reestablishing any rates to be charged by
14 COLLECTOR pursuant to Contract, all expenses, costs, fees, or obligations
15 incurred by COLLECTOR as a result of negotiations with COUNTY for
16 reestablishing such rates, or as a result of COLLECTOR'S failure to fully carry out
17 and meet COLLECTOR'S duties and obligations, shall be reported to COUNTY and
18 shall not be considered in reestablishing such rates.

19 22. Unless otherwise agreed to by COLLECTOR and COUNTY, a
20 written notice of any rate adjustments shall be mailed by COLLECTOR to all
21 customers not later than two weeks prior to the date such changes become
22 effective. The notice of such rate adjustments shall be approved in advance of the
23 mailing by COUNTY Director of Public Works.

1 23. Any remedy provided to COUNTY by Contract or amendment
2 thereto, whether such remedy is a charge, penalty, or other payment, or is a
3 termination of Contract, shall not be deemed to be an exclusive remedy of COUNTY
4 but shall be cumulative of all remedies available to COUNTY pursuant to Contract,
5 its amendments, and pursuant to law.

6 24. All terms and conditions of this Contract are considered material
7 and any default shall be deemed to constitute a breach of this Contract unless it is
8 expressly provided in this Contract that failure to comply with or to perform a term or
9 condition shall not constitute a breach. In the event COLLECTOR defaults in the
10 performance of any of the Contract terms applicable to COLLECTOR, COUNTY
11 Director of Public Works shall give COLLECTOR notice of default, in writing, either
12 by mail or by personal service, setting forth the default, and if COLLECTOR fails,
13 neglects or refuses for a period of more than seven days thereafter to meeting such
14 terms, this Contract may be immediately terminated at the option of COUNTY.
15 Failure of the COUNTY to act upon default or acceptance by COUNTY of
16 COLLECTOR'S contractual payment after such default shall in no way constitute a
17 waiver by COUNTY of such default, nor shall such failure or such acceptance by
18 COUNTY permit the continuation of such default.

19 25. In the event of termination of this Contract for breach by
20 COLLECTOR as specified in Paragraph 24, COUNTY shall have the right forthwith
21 to take possession of all trucks, facilities, other equipment, and customer records of
22 COLLECTOR for the purpose of continuing the services which COLLECTOR has
23 agreed to provide and to preserve and protect the public health and safety.
24 COLLECTOR shall cooperate with and assist COUNTY in such takeover and

1 immediately shall deliver possession of all such trucks, facilities and equipment to
2 COUNTY. COUNTY shall have the right to retain possession of said trucks,
3 facilities and equipment until (a) other suitable trucks, facilities and equipment can
4 be purchased or otherwise acquired by COUNTY for said purpose or (b) for a period
5 of 180 calendar days, whichever first occurs, and shall pay to COLLECTOR the
6 reasonable rental value of such trucks, facilities and equipment during the time the
7 same are used by COUNTY. COUNTY shall also have access to COLLECTOR'S
8 records for the purpose of billing service accounts during the period COUNTY is
9 providing refuse collection service, and COUNTY shall retain the gross revenues
10 collected for such services.

11 26. The rights and obligations of COLLECTOR created hereunder shall
12 be assignable only upon the express written request of COLLECTOR and with the
13 express written approval of COUNTY. Any sale, exchange, hypothecation, pledge,
14 issuance, reissuance, purchase or repurchase of any stock, partnership interest, or
15 other security or ownership interest comprising more than ten percent (10%) of the
16 ownership interest of COLLECTOR shall constitute an assignment. COLLECTOR
17 agrees that no such assignment shall be made without prior notification and
18 approval of COUNTY. In addition COLLECTOR shall not make any change in the
19 management or control structure of COLLECTOR'S business without written notice
20 to COUNTY. If COLLECTOR wishes to make an assignment, COLLECTOR shall
21 file an application in writing with the Board of Supervisors of COUNTY requesting
22 permission to assign and naming the party to whom the assignment is proposed to
23 be made. Within 60 days of the filing of any application to assign, COUNTY shall
24 consider the application and act upon it. COUNTY shall have the option of either

1 approving the assignment of Contract or terminating Contract and calling for bids for
2 a new contract. If COUNTY approves such assignment, it may require a surety
3 bond or other guaranty of future performance by the assignee.

4 27. If COLLECTOR shall become insolvent at any time during the term
5 of this Contract, or if proceedings in bankruptcy shall be instituted by or against
6 COLLECTOR, or if COLLECTOR shall be adjudged bankrupt or insolvent by any
7 Court, or if a receiver or trustee in bankruptcy or a receiver of any property of
8 COLLECTOR shall be appointed in any suit or proceeding brought by or against
9 COLLECTOR, or if COLLECTOR shall make an assignment for the benefit of
10 creditors, then, and in each and every such case, this Contract immediately shall be
11 subject to termination as provided in Paragraphs 25 and 26.

12 In the event that COLLECTOR performs residential refuse collection
13 services under authority of this Contract as a sole proprietorship, the death or
14 physical or mental incapacity of COLLECTOR occurring at any time during the term
15 of this Contract shall not be grounds for the automatic termination of this Contract
16 by COUNTY, subject to the COUNTY'S discretionary right to terminate in
17 accordance with Sections 24 and 25.

18 28. Except as hereinafter provided, no subcontract may be entered into
19 by COLLECTOR for the performance of duties imposed upon COLLECTOR by this
20 Contract without the prior approval of the Board of Supervisors of the COUNTY. If
21 COLLECTOR desires to subcontract for the performance of all or a portion of the
22 duties imposed upon COLLECTOR by this Contract, COLLECTOR shall file an
23 application in writing with the Board of Supervisors of COUNTY requesting
24 permission to subcontract and naming the party with whom COLLECTOR wishes

1 to subcontract and setting forth the portion of the Contractual duties which
2 COLLECTOR wishes to subcontract. Within 60 days of the filing of an application to
3 subcontract, COUNTY shall consider the application and act upon it. COUNTY may
4 approve such proposal to subcontract or may reject the proposal. Should COUNTY
5 approve such proposal, it may require a surety bond or other guarantee of future
6 performance by subcontractor. In the event that a subcontract is approved by
7 COUNTY, COLLECTOR shall continue to be primarily responsible for the
8 performance of each and every term and condition of the Contract.

9 29. In the event the residential refuse collection service of
10 COLLECTOR is interrupted by a labor dispute or other cause and all or part of the
11 scheduled collection services are discontinued for more than 72 hours, COUNTY
12 shall have the right forthwith to take temporary possession of all trucks, facilities and
13 equipment of COLLECTOR for the purpose of continuing the services which
14 COLLECTOR has agreed to provide and to preserve and protect the public health
15 and safety. COLLECTOR shall cooperate with and assist COUNTY in such
16 takeover and shall deliver possession of all such trucks, facilities and equipment to
17 COUNTY. COUNTY shall have the right to retain possession of said trucks,
18 facilities and equipment and to render the required service until COLLECTOR can
19 demonstrate to the satisfaction of the Board of Supervisors that the required
20 services can be resumed by COLLECTOR, provided, however, that should
21 COLLECTOR fail within 90 days of such takeover to demonstrate to the satisfaction
22 of the Board of Supervisors of COUNTY that such required services can be
23 resumed by COLLECTOR, the COUNTY shall then and thereafter have a

1 continuing option to terminate this Contract, as of the date of such takeover as
2 provided in Sections 24 and 25.

3 30. During any period in which COUNTY has temporarily assumed the
4 operations of COLLECTOR under this contract, COUNTY shall be entitled to the
5 gross revenue attributable to operations during such period and shall pay to
6 COLLECTOR therefrom only those costs and expenses applicable or allocable to
7 any Contractual services actually rendered by COLLECTOR during said period,
8 including the reasonable retail value of the trucks, facilities and equipment. The
9 excess, if any, of revenue over applicable or allocable costs and expenses during
10 such period shall be deposited in the treasury of COUNTY to the credit of the
11 COUNTY'S Solid Waste Enterprise Fund. The loss, if any, during such period shall
12 be a charge against COLLECTOR, and shall be paid to COUNTY by COLLECTOR
13 upon demand and, if unpaid within seven days thereafter, shall bear a late charge at
14 the rate of five percent (5%) per month or any portion thereof. Only in the case
15 where such temporary assumption has occurred because COLLECTOR'S
16 employees are on strike, if a profit is realized during such period, such profit shall be
17 split on an equal basis between COUNTY and COLLECTOR. Final adjustment and
18 allocation of gross revenue, costs, and expenses to the period during which
19 COUNTY temporarily assumed the obligations of COLLECTOR shall be determined
20 by an audit by a certified public accountant or a licensed public accountant and
21 prepared in report form with an unqualified opinion annexed thereto.

22 31. COLLECTOR shall not use a firm name containing the words
23 "County" or "San Joaquin", or other words allowing an inference of COUNTY
24 ownership.

1 32. COLLECTOR shall establish and maintain an office where collection
2 service requests and complaints may be made. Such office shall be equipped with a
3 directory-listed telephone and shall have a responsible person in charge therein
4 during reasonable times during Monday through Friday, which times shall be made
5 known to COUNTY and to COLLECTOR'S customers. Such responsible person shall
6 have the authority to represent COLLECTOR to COUNTY concerning performance of
7 the terms of this Contract. If customer and COLLECTOR are unable to reach
8 agreement on any service or billing dispute, final determination shall be made by
9 Director of Public Works or his designee.

10 33. In a format approved by COUNTY, COLLECTOR shall supply
11 COUNTY with a current schedule of operations relative to the collection and
12 disposal of residential refuse under this Contract, if and when requested by
13 COUNTY Director of Public Works.

14 34. COLLECTOR shall supply occupants of premises utilizing
15 COLLECTOR'S services with written notices containing information regarding
16 amounts of refuse which will be collected, complaint procedures, rates for services,
17 and days of refuse collection. Prior to distribution, such notices shall be submitted
18 to COUNTY Department of Public Works for review and approval. Such notices
19 shall be distributed at least once in every 12 months, and in addition, two weeks in
20 advance of any collection date or rate changes. Any rate increase notice required
21 to be served on all customers by Paragraph 22 of this Contract may satisfy the
22 annual notice requirement of this Paragraph.

23 35. Upon the demand of COUNTY, COLLECTOR shall provide to any
24 refuse collector, who, by award of bids let by COUNTY or otherwise by contract with

1 COUNTY, succeeds to the refuse collection rights of COLLECTOR, all such
2 COLLECTOR'S route, service and billing data and information. The succeeding
3 refuse COLLECTOR shall pay to COLLECTOR the reasonable cost of duplication of
4 such records, data and information upon its receipt by the succeeding refuse
5 collector. Such data and information shall not be required of COLLECTOR for the
6 purpose of including such data and information with any bid on a contract to be
7 awarded by COUNTY but shall only be required of COLLECTOR by COUNTY after
8 the succeeding refuse collector has been awarded the collection Contract by
9 COUNTY. Summary data, as may be required by COUNTY from time to time, shall
10 be provided to COUNTY upon its request at no charge to COUNTY for analysis by
11 COUNTY or as information to be utilized by COUNTY in calling for bids.

12 36. COLLECTOR shall comply with the California Fair Employment and
13 Housing Act (Government Code Sections 12900 et seq.) and any amendments
14 thereto. This Contract may, at the COUNTY'S option, be terminated or suspended
15 in whole or in part in the event that the successful bidder fails to comply with the
16 nondiscrimination clause contained in the Contract.

17 /////

18 /////

19 /////

20 /////

21 /////

22 /////


23 /////

24 /////

IN WITNESS WHEREOF, the Parties have executed this Agreement as of May 21, 2019.

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

SUNSET DISPOSAL SERVICE, INC.,
a California Corporation


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

By 
KEVIN BASSO
General Manager
"COLLECTOR"

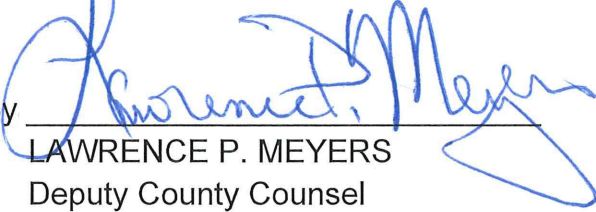
"COUNTY"

ATTEST: ~~MIMI DUZENSKI~~
Clerk of the Board of Supervisors
Of the County of San Joaquin,
State of California




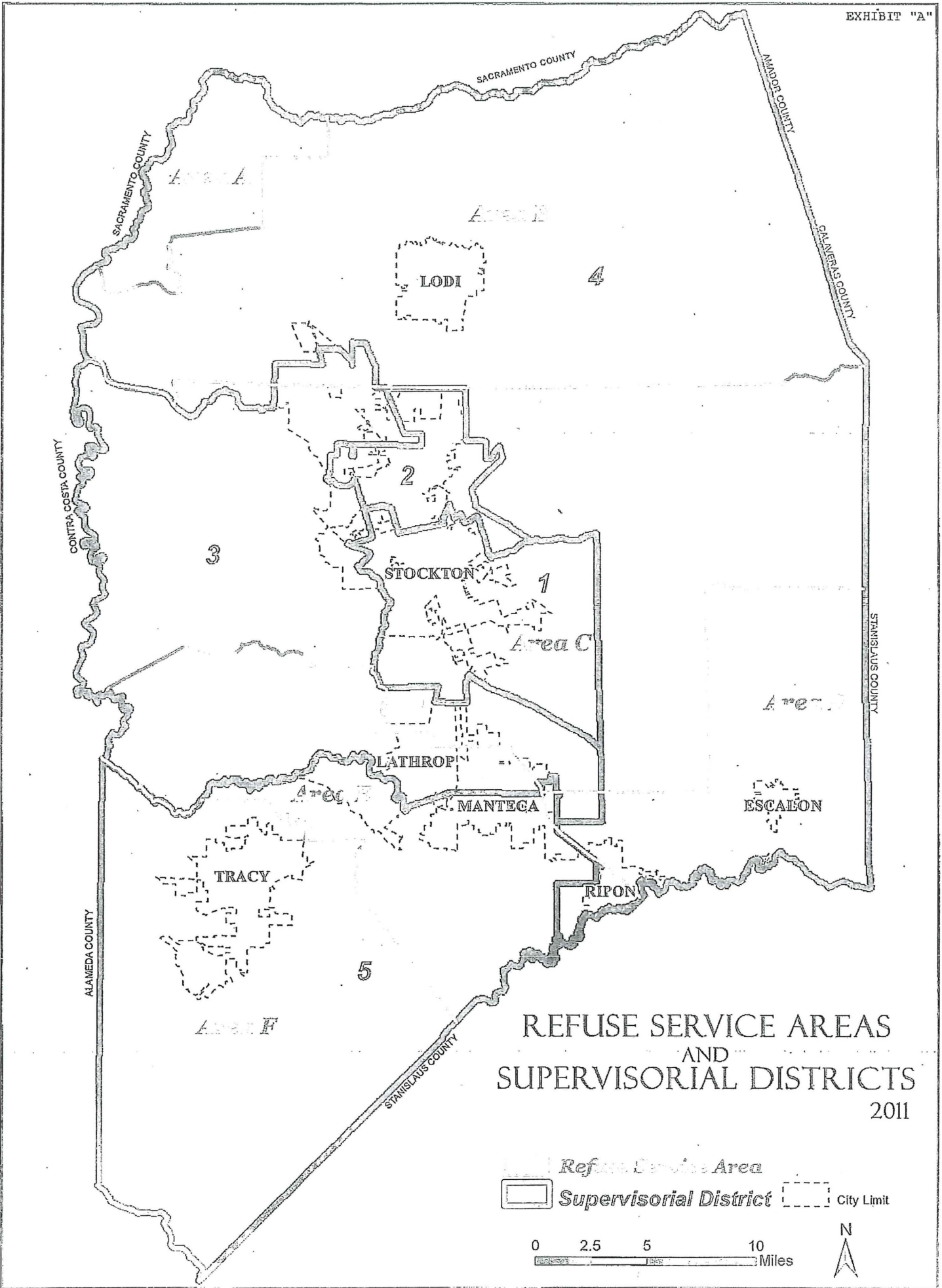
By 
Deputy Clerk

APPROVED AS TO FORM:
COUNTY COUNSEL

By 
LAWRENCE P. MEYERS
Deputy County Counsel

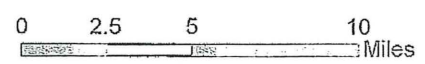
RECOMMENDED FOR APPROVAL

By 
KRIS BALAJI, PMP, P.E.
Director of Public Works
San Joaquin County, California



REFUSE SERVICE AREAS AND SUPERVISORIAL DISTRICTS 2011

Refuse Service Area
 Supervisorial District
 City Limit



**Area C - SUNSET DISPOSAL SERVICE INC.
Residential Collection Rate Effective January 1, 2019**

		Attachment I
Service Category		
Curbside Collection - Mandatory Areas:	Current Rate*	
Basic Service		
30 Gal. First Container		\$26.20
30 Gal. Additional Container		\$18.33
90 Gal.		\$47.52
** Senior Citizens		
30 Gal. First Container		\$20.96
30 Gal. Additional Container		\$18.33
90 Gal.		\$41.92
*** Low Volume - Mandatory Areas Only		\$18.34
*** Low Income - Mandatory Areas Only		
30 Gal. First Container		\$18.34
30 Gal. Additional Container		\$18.33
90 Gal.		\$39.19
Curbside Collection – Non-Mandatory Areas:		
Basic Service		
30 Gal. First Container		\$24.70
30 Gal. Additional Container		\$16.95
90 Gal.		\$46.13
** Senior Citizens		
30 Gal. First Container		\$19.76
30 Gal. Additional Container		\$16.95
90 Gal.		\$40.93
<p>15 Gallon Tub Recyclables (may vary*): All clean paper, cartons and cardboard; Empty glass bottles and jars; Metal cans and small scrap metal; Plastic containers and bottles labeled #1 through #7; Other materials by mutual consent of COLLECTOR and COUNTY. *Note: “Recyclable” items may vary according to commodity markets, legislation and/or other factors beyond the control of the collector.</p>		
* When disposal site gate fees are adjusted by COUNTY, residential refuse collection rates shall be adjusted by multiplying the amount of the annual per ton gate fee increase by 0.12 and rounded to the nearest one cent, to arrive at the amount of the residential rate increase allowed per month per 35 gallon basic container service, and proportionately for larger sized containers.		
** A Senior discount of 20% may be applied to the first service level.		
*** A Low Income or Low Volume discount of 30% may be applied to the first service level.		