

1 **AGREEMENT TO PROVIDE**
2 **COMMERCIAL REFUSE, RECYCLABLE MATERIALS,**
3 **AND ORGANIC WASTE COLLECTION SERVICES**

4
5 **Executed between the**
6 **County of Ventura and Peach Hill Soils, Inc.**

7
8
9
10

TABLE OF CONTENTS
Collection Services Agreement

12

13

14

15 Article 1. Definitions6

16 Article 2. Term of Agreement 16

17 Article 3. Conditions Governing Services 17

18 Article 4. Regulatory Fees and Payments 17

19 Article 5. General Requirements..... 18

20 Article 6. Maximum Service Rates23

21 Article 7. Collection Service Billing25

22 Article 8. Diversion Requirements26

23 Article 9. Commercial Service.....27

24 Article 10. Additional Services36

25 Article 11. Collection Routes.....36

26 Article 12. Minimum Performance and Diversion Standards36

27 Article 13. Collection Equipment.....41

28 Article 14. Contractor’s Office44

29 Article 15. Contractor Support Services.....45

30 Article 16. Emergency Service.....49

31 Article 17. Record Keeping and Reporting Requirements50

32 Article 18. Nondiscrimination56

33 Article 19. Service Inquiries and Complaints56

34 Article 20. Quality of Performance of Contractor57

35 Article 21. Performance Bond.....59

36 Article 22. Insurance59

| | | |
|----|---|----|
| 37 | Article 23. Hold Harmless and Indemnification | 62 |
| 38 | Article 24. Default of Agreement | 64 |
| 39 | Article 25. Modifications to the Agreement | 67 |
| 40 | Article 26. Interpretation | 68 |
| 41 | Article 27. Conflict of Interest | 68 |
| 42 | Article 28. Contractor's Personnel | 68 |
| 43 | Article 29. Exempt Waste | 70 |
| 44 | Article 30. Independent Contractor | 70 |
| 45 | Article 31. Laws to Govern | 71 |
| 46 | Article 32. Consent to Jurisdiction | 71 |
| 47 | Article 33. Assignment | 71 |
| 48 | Article 34. Compliance with Laws | 73 |
| 49 | Article 35. Permits and Licenses | 73 |
| 50 | Article 36. Ownership of Written Materials | 73 |
| 51 | Article 37. Waiver | 73 |
| 52 | Article 38. Prohibition Against Gifts | 74 |
| 53 | Article 39. Point of Contact | 74 |
| 54 | Article 40. Notices | 74 |
| 55 | Article 41. Transition to Next Contractor | 75 |
| 56 | Article 42. Contractor's Records | 75 |
| 57 | Article 43. Entire Agreement | 76 |
| 58 | Article 44. Severability | 76 |
| 59 | Article 45. Right to Require Performance | 76 |

60 Article 46. All Prior Agreements Superseded76

61 Article 47. Headings.....77

62 Article 48. Exhibits77

63 Article 49. No Third-Party Beneficiaries77

64 Article 50. Effective Date77

65 **Exhibit 1** County Approved Maximum Service Rates Effective January 1, 202479

66 **Exhibit 2** Service Area Map81

67 **Exhibit 3** Collection Container Specifications82

68 **Exhibit 4** Administrative Charges and Penalties84

69 **Exhibit 5** Acceptable Recyclable Materials86

70 **Exhibit 6** Rate Adjustment Calculation Worksheet87

71

AGREEMENT

72
73
74 This agreement ("Agreement") is entered into as of the Effective Date as defined in Article 1
75 below, by and between the County of Ventura, a county of the State of California (hereinafter "County")
76 and Peach Hill Soils, Inc. (hereinafter "Contractor"), sometimes singularly referred to as the "Party" and
77 collectively referred to as the "Parties" to this Agreement.

RECITALS

78
79
80
81 WHEREAS, the Legislature of the State of California, by enactment of the California Integrated
82 Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at
83 California Public Resources Code Section 40000 et seq.), has declared it is in the public interest to
84 authorize and require local agencies to provide for refuse collection within their jurisdiction; and

85 WHEREAS, the State of California has found and declared that the amount of refuse generated
86 in California, coupled with diminishing landfill space and potential adverse environmental impacts from
87 landfilling and the need to conserve natural resources, have created an urgent need for State and local
88 agencies to enact and implement an aggressive integrated waste management program. The State
89 has, through enactment of the Act, directed the responsible State agency, and all local agencies, to
90 promote disposal site diversion and to maximize the use of feasible refuse reduction, re-use, recycling,
91 and composting options to reduce the amount of refuse that must be disposed in disposal sites; and

92 WHEREAS, pursuant to its County Code and California Public Resources Code Section
93 40059(a) as may be amended from time to time, County has determined that the public health, safety,
94 and well-being require that an exclusive right be awarded to a qualified contractor to provide for the
95 collection of refuse, recyclable materials, and organic waste materials, except for collection of materials
96 excluded in County's County Code, and other services related to meeting the Act's fifty percent (50%)
97 diversion goal and other requirements of the Act. County further declares its intent to regulate and set
98 the Maximum Service Rates Contractor may charge Service Recipients for the collection,
99 transportation, processing, recycling, composting, and/or disposal of refuse, recyclable materials, and
100 organic waste materials; and

101 WHEREAS, the Board of Supervisors has determined that Contractor, by demonstrated
102 experience, reputation, and capacity, is qualified to provide for the collection of refuse, recyclable
103 materials, and organic waste materials within the corporate limits of County, the transportation of such
104 material to appropriate places for processing, recycling, composting and/or disposal; and Board of
105 Supervisors desires that Contractor be engaged to perform such services on the basis set forth in this
106 Agreement; and, Contractor has represented that it has the ability and capacity to provide for the
107 collection of refuse, recyclable materials, and organic waste materials within the boundary limits of the
108 County; the transportation of such material to appropriate places for processing, recycling, composting
109 and/or disposal; and the processing of materials; and

110 WHEREAS, the rights conveyed pursuant to this Agreement are valuable and confer specific
111 benefits not otherwise available to noncontracting parties, including the rights to transact business,
112 provide services utilizing the public right of way rendering the service more efficient, and operate an
113 exclusive public utility within the awarded service area(s); and

114 WHEREAS, the rights conveyed pursuant to this Agreement grant the Contractor the right to
115 enter and use County property including, but not limited to: 1) the special ability to drive heavy vehicles
116 on a weekly basis on all County roads involving numerous stops with the associated traffic impacts, 2)
117 on a weekly basis with the resultant parking and traffic impacts, 3) the ability to operate at the hours
118 specified herein with equipment that creates substantial noise impacts in residential and commercial
119 areas, and 4) for the privilege of being one of the authorized contractors in the awarded area; and

120 WHEREAS, the Parties agree that Solid Waste collection services shall be provided pursuant
121 to this Agreement as of 12:00 a.m. January 1, 2024 (“Commencement Date”).

122 NOW, THEREFORE, in consideration of the mutual covenants, agreements and consideration
123 contained in this Agreement, the receipt and adequacy being hereby acknowledged, the County and
124 Contractor agree as follows:

125 Article 1. Definitions

126 For the purposes of this Agreement, the definitions contained in this Article apply unless otherwise
127 specifically stated. When not inconsistent with the context, words used in the present tense include the
128 future, words in the plural include the singular, and words in the singular include the plural. Use of the
129 masculine gender includes all genders including the feminine gender, and vice versa. The meaning of terms
130 or words not defined in this Article will be as commonly understood in the Solid Waste collection services
131 industry when the common understanding is uncertain.

132 1.1 AB 341. “AB 341” means State of California Assembly Bill No. 341 approved on or about October 5,
133 2011. AB 341 requires businesses, defined to include commercial or public entities that generate more than
134 4 cubic yards of commercial Solid Waste per week or multifamily residential dwellings (MFD) of 5 units or
135 more, to arrange for recycling services and requires jurisdictions to implement a commercial Solid Waste
136 recycling program.

137 1.2 AB 827. “AB 827” means State of California Assembly Bill No. 827 approved on or about October
138 02, 2019. AB 827 requires businesses that are mandated to recycle under AB 341 (“MCR”) and/or mandated
139 to recycle organics under AB 1826 (“MOR”) or SB 1383 and that provide Service Recipients access to the
140 business, to provide Service Recipients with a recycling bin and/or organics collection bin for those waste
141 streams that is visible, easily accessible, and adjacent to each bin or container for refuse.

142 1.3 AB 939. “AB 939” or “Act” means “The California Integrated Waste Management Act of 1989”
143 codified in part in Public Resources Code §§ 40000 et seq, and such regulations adopted by the California
144 Department of Resources Recycling and Recovery (“CalRecycle”) for implementation of the Act, or its
145 successor agency, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016
146 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling
147 Resources Code § 40000 and following as it may be amended and as implemented by the regulations of
148 CalRecycle.

149 1.4 AB 1594. “AB 1594” means State of California Assembly Bill No. 1594 approved on or about
150 September 28, 2014. AB 1594 provides that, as of January 1, 2020, the use of green material as Alternative
151 Daily Cover (“ADC”) does not constitute diversion through recycling and is considered disposal.

152 1.5 AB 1826. “AB 1826” means State of California Assembly Bill No. 1826 approved on or about
153 September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an
154 organic waste recycling program to divert from the landfill organic waste from businesses. Each business
155 meeting specific organic waste or Solid Waste generation thresholds, phased in from April 1, 2016 to January
156 1, 2020, is required to arrange for organic waste recycling services.

157 1.6 Agreement. “Agreement” means the written agreement between the County and the Contractor
158 covering the work to be performed and all contract documents attached to the agreement and made a part
159 thereof.

160 1.7 Agreement Administrator. “Agreement Administrator” means the County Administrator, or his or her
161 designee, designated to administer and monitor the provisions of the Agreement.

162 1.8 Alternative Fuel Vehicle. “Alternate Fuel Vehicle” means a vehicle whose engine uses a fuel other
163 than gasoline or diesel fuel, such as compressed natural gas (CNG) or other fuel with comparably low
164 emissions of air pollutants.

165 1.9 Applicable Law. “Applicable Law” means all laws, regulations, rules, orders, judgments, decrees,
166 permits, approvals, or other requirement of any federal, state, the County, and local governmental agency
167 having jurisdiction over the collection, diversion, and disposition of Solid Waste, including Recyclable
168 Materials, Organic Waste, Construction and Demolition Debris, and environmental regulation. Applicable
169 Law includes, but is not limited to, the statutory changes made by AB 341, AB 827, AB 939, AB 1594, AB
170 1826, SB 1016, and SB 1383.

171 1.10 Bin. “Bin” means a metal or plastic waste container designed or intended to be mechanically serviced
172 by a front-end loader vehicle. It shall be designed to hold from one (1) to six (6) cubic yards of material with
173 the lid properly closed. The specifications for Contractor-provided Bins are set forth in Exhibit 3.

174 1.11 Biohazardous or Biomedical Waste. “Biohazardous or Biomedical Waste” means any waste which
175 may cause disease or reasonably be suspected of harboring pathogenic organisms; included are waste
176 resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may
177 consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens,
178 hypodermic needles, sharps, contaminated clothing, and surgical gloves.

179 1.12 Board. “Board” means the Ventura County Board of Supervisors.

180 1.13 Bulky Items. “Bulky Items” means Solid Waste consisting of discarded White Goods, furniture, tires,
181 carpets, mattresses, e-waste, and similar items which do not fit in a regular Collection Container and require
182 special handling due to their size but can be collected and transported without the assistance of special
183 loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include
184 debris and materials from construction and demolition activities, abandoned automobiles and other vehicles,
185 nor does it include items defined as Exempt Waste.

186 1.14 Business Day. “Business Day” means any day Monday through Friday, excluding any holidays as
187 defined in Section 5.3.

188 1.15 C&D. “C&D” means Construction and Demolition.

189 1.16 Calendar Year. “Calendar Year” means each twelve (12) month period from January 1 to December
190 31.

191 1.17 Cart. “Cart” means a heavy plastic receptacle with a rated capacity of at least twenty (20) and not
192 more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided by the
193 Contractor, approved by the County, and used by Service Recipients for collection, accumulation, and
194 removal of Solid Waste from Commercial Premises in connection with Commercial Collection Services. The
195 specifications for Contractor-provided Carts are set forth in Exhibit 3.

196 1.18 CERCLA. “CERCLA” means the Comprehensive Environmental Response, Compensation and
197 Liability Act of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations
198 promulgated thereunder.

199 1.19 Change in Law. “Change in Law” means the occurrence of any of the following events after the
200 Effective Date, when such event has a material and adverse effect on the Parties’ performance of their
201 respective obligations under this Agreement (except for any payment obligations): (i) the enactment,
202 adoption, promulgation, amendment, repeal, judicial interpretation, or formal administrative interpretation of
203 any Applicable Law; (ii) the issuance of any order or judgment of any federal, state, or local court or agency
204 in a proceeding to which a Party is a party, but not to the extent such order or judgment finds the Party
205 asserting there to have been a Change in Law to have been negligent or otherwise at fault; or (iii) the denial,
206 suspension, or termination of any government permit or other entitlement, but not to the extent such denial,
207 suspension, or termination is the result of any act or omission of the Party asserting there to have been a
208 Change in Law.

209 1.20 Collect and Collection and Collected. “Collect” and “Collection” and “Collected” mean the removal of
210 Solid Waste from a Service Unit and transportation to a Disposal Facility, Organic Waste Processing Facility,
211 Materials Recycling (or Recovery) Facility, or Transfer Station as appropriate.

212 1.21 Collection Container. “Collection Container” means a Bin, Cart, or Roll-Off Container that is
213 approved by the Agreement Administrator for use by Service Recipients for Commercial Collection Services
214 under this Agreement.

215 1.22 Collection Vehicle. “Collection Vehicle” means a licensed vehicle that has all required licenses to
216 provide Collection Service and that has been approved by the Agreement Administrator for use under this
217 Agreement.

218 1.23 Commencement Date. “Commencement Date” means the date specified in Section 2.1 of this
219 Agreement.

220 1.24 Commercial Collection Service. “Commercial Collection Service” or “Collection Service” means
221 Contractor’s obligations under this Agreement to Collect Solid Waste from Service Recipients within the
222 Service Area.

- 223 1.25 Commercial Edible Food Generator. “Commercial Edible Food Generator” consists of a Tier One or
224 a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74).
- 225 1.26 Commercial Organic Waste Collection Service. “Commercial Organic Waste Collection Service”
226 means the Collection of Organic Waste, by Contractor, from Service Units in the Service Area, the delivery
227 of those Organic Waste materials to an Organic Waste Processing Facility and the processing and marketing
228 of those Organic Waste materials, and the disposal of all commercial Organic Waste processing Residual.
- 229 1.27 Commercial Recycling Collection Service. “Commercial Recycling Collection Service” means the
230 Collection of Recyclable Materials, by Contractor, from Service Units in the Service Area, the delivery of
231 those Recyclable Materials to a Materials Recycling Facility and the processing and marketing of those
232 Recyclable Materials, and the disposal of all commercial Recyclable Materials processing Residual.
- 233 1.28 Commercial Refuse Collection Service. “Commercial Refuse Collection Service” means the
234 Collection of Commercial Refuse by Contractor, from Service Units in the Service Area and the delivery of
235 that commercial Solid Waste to a Disposal Facility.
- 236 1.29 Compost. “Compost” means the act or product produced from Composting.
- 237 1.30 Composting. “Composting” means the act of the controlled biological decomposition of Organic
238 Wastes that are Source Separated or are separated at a centralized facility. Composting may also include
239 the product of anaerobic digestion or other conversion technologies.
- 240 1.31 Construction and Demolition Debris, C&D Debris. “Construction and Demolition Debris” or “C&D
241 Debris” means discarded materials removed from Premises, resulting from construction, renovation,
242 remodeling, repair, deconstruction, or demolition operations on any pavement, house, or other structure or
243 from landscaping. Such materials include but are not limited to “inert wastes” as defined in Public Resources
244 Code Section 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt), gravel, plaster,
245 gypsum wallboard, aluminum, glass, plastic pipe, roofing material, carpeting, wood, masonry, trees,
246 remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building
247 materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition
248 operations on pavements, houses, and other structures.
- 249 1.32 Consumer Price Index (CPI). “Consumer Price Index or CPI” mean the index set published by the
250 United States Department of Labor, Bureau of Labor Statistics titled *Garbage and trash collection in U.S.*
251 *city average, all urban consumers, seasonally adjusted* and with series identification number
252 CUSR0000SEHG02.
- 253 1.33 Contaminant. “Contaminant” means any material or substance placed into or found in a Collection
254 Container other than the type of Source Separated material for which that Collection Container is intended
255 or reserved. For example, anything that is not Recyclable Materials is a Contaminant if placed into or found
256 in a Recyclable Materials Collection Container. Similarly, anything that is not Organic Waste is a
257 Contaminant if placed into or found in an Organic Waste Collection Container.

258 1.34 Contractor. "Contractor" means the above-identified party having entered into this Agreement and
259 any wholly owned subsidiaries that are performing work under the scope of this Agreement.

260 1.35 County. "County" means the County of Ventura, California, a political subdivision of the State of
261 California.

262 1.36 County Administrator. "County Administrator" means the Director, or the Director's designated
263 representative, or any employee of the County who succeeds to the duties and responsibilities of the County
264 Administrator.

265 1.37 County Code. County Code means the Ventura County Ordinance Code.

266 1.38 Director. "Director" means the Director of the County Public Works Agency, or the Director's
267 designee.

268 1.39 Dispose or Disposal. "Dispose" or "Disposal" means the final disposition of Solid Waste at a
269 permitted Landfill or other permitted Solid Waste disposal facility, as defined in California Public Resources
270 Code 40192(b).

271 1.40 Disposal Facility. "Disposal Facility" means any destination permitted for the Disposal of Refuse or
272 other materials.

273 1.41 Diversion, Diverted, or Divert. "Diversion", "Diverted", or "Divert" means the programs and activities
274 that reduce or eliminate the Disposal of Solid Waste in landfills and return these materials to the commerce
275 stream in the form of raw materials for new, reused, or reconstituted products, which meet the quality
276 standards necessary to be used in the marketplace. Diversion activities can include source reduction, reuse,
277 salvage, Recycling, and Composting.

278 1.42 Dwelling Unit. "Dwelling Unit" means one or more rooms with internal access between all rooms,
279 which provide complete independent living facilities for at least one family, including provisions for living,
280 sleeping, eating, cooking, bathing, and sanitary facilities.

281 1.43 Edible Food. "Edible Food" means food intended for human consumption, or as otherwise defined
282 in 14 CCR Section 18982(a)(18). For the purposes of this Article or as otherwise defined in 14 CCR Section
283 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in the County
284 Code or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not
285 meet the food safety requirements of the California Retail Food Code.

286 1.44 Effective Date. "Effective Date of Agreement" shall mean the date on which the Agreement is signed
287 by the last of the parties hereto.

288 1.45 Electronic Waste (E-Waste). "Electronic Waste" or "E-Waste" means any electronic devices or
289 cathode ray tubes, as described by Title 22, Section 66273.3 or 66273.6 of the California Code of
290 Regulations (CCR) and/or by Title 40 Code of Federal Regulations, Part 273, as may be amended or
291 superseded by applicable state and federal regulations.

292 1.46 Exempt Waste. “Exempt Waste” means Biohazardous or Biomedical Waste, Hazardous Waste,
293 Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-
294 acid batteries, dead animals, and those wastes under the control of the Nuclear Regulatory Commission.

295 1.47 Food Waste. “Food Waste” means food scraps including all edible or inedible food such as, but not
296 limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese,
297 coffee grounds, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source
298 Separated from other Food Scraps. Food Waste will be expanded to include food-soiled paper, which is
299 compostable paper material that has contacted food or liquid, such as, but not limited to, compostable paper
300 plates, paper coffee cups, napkins, and pizza boxes, once local infrastructure is capable of accepting it for
301 composting or upon state or local mandate, whichever occurs first.

302 1.48 Green Waste. “Green Waste” means grass clippings, leaves, landscape and pruning waste, wood
303 materials from trees and shrubs, and other forms of organic materials generated from landscapes or
304 gardens.

305 1.49 Gross Revenue. “Gross Revenue” means all monetary amounts actually collected or received by
306 Contractor from Service Recipients for the provision of Commercial Collection Services pursuant to this
307 Agreement.

308 1.50 Hazardous Waste. “Hazardous Waste” means a waste, or combination of wastes as defined in one
309 or more of the following: Code of Federal Regulations Title 41, California Code of Regulations, Title 14
310 §17225.32, Health and Safety Code §25117, or in any successor federal or state laws and regulations as
311 may be amended from time to time. In the event of any conflict between federal and state law hereunder,
312 the broadest definition of “Hazardous Waste” shall prevail.

313 1.51 Holiday. “Holiday” means New Year’s Day, Memorial Day, Independence Day, Juneteenth (June
314 19th), Labor Day, Thanksgiving Day, Christmas Day, and any other day recognized by resolution of the Board
315 of Supervisors or designated by Contractor as a day on which waste Collection Service will not be provided
316 until the following day, excluding Sunday.

317 1.52 Inert Waste. “Inert Waste” means Solid Waste containing no hazardous waste or soluble pollutants
318 at concentrations exceeding applicable water quality objectives. For purposes of this Article, Inert Waste
319 does not include any decomposable waste, or Solid Waste which, under the Act, is required to be disposed
320 of in a Class 1, 2, or 3 Solid Waste Facility unless such material is included incidentally or inadvertently with
321 Inert Waste and constitutes less than five percent (5%) by volume of the Inert Waste. Inert Waste shall
322 include, without limitation, concrete, asphalt, sand, gravel, rock, soil or brick that otherwise meets this
323 definition.

324 1.53 Materials Recovery Facility. “Materials Recovery Facility” or “MRF” means a facility permitted to
325 accept commingled Solid Waste, Organic Waste and Recyclable Materials for separation into marketable
326 Recyclable Materials.

327 1.54 Maximum Service Rate. "Maximum Service Rate" means the maximum amount that Contractor may
328 charge Service Recipients for Commercial Collection Services and Special Services, with the rates effective
329 January 1, 2024 listed in Exhibit 1, and as may be adjusted in accordance with the provisions of this
330 Agreement. For services not listed in this Exhibit 1, Contractor may charge and collect any negotiated rate.

331 1.55 Multi-Family Dwelling or MFD. "Multi-Family Dwelling" and "MFD" means Residential Premises with
332 five (5) or more Dwelling Units as defined in Ventura County Ordinance 4590, Section 4741-52. Consistent
333 with 14 CCR Section 18982(6), Residential Premises that consist of fewer than five (5) units are not "Multi-
334 Family" and instead are "Single-Family" for the purposes of implementing this Agreement. Multi-Family
335 Premises do not include hotels, motels, or other transient occupancy facilities.

336 1.56 Non-Collection Notice. "Non-Collection Notice" means a written notice approved by the Agreement
337 Administrator that notifies a Service Recipient of the reason Contractor did not Collect Solid Waste set out
338 for Collection. Non-Collection Notice should meet notification requirements in Applicable Law (see SB 1383)
339 and 14 CCR 18995.1 (a) (4) for instances of non-collection due to Prohibited Container Contaminants.

340 1.57 Organic Waste. "Organic Waste" has the same meaning as set forth in Ventura County Ordinance
341 4590, Section 4741-54, as may be amended from time to time. For purposes of this Agreement, "Organic
342 Waste" does not include any item that, at the time of collection, is not presently accepted at an Organic
343 Waste Processing Facility in Ventura County.

344 1.58 Organic Waste Collection Service. "Organic Waste Collection Service" means the Collection of
345 Organic Waste from Service Units and processing at an Organic Waste Processing Facility, and the disposal
346 of all Organic Waste Processing Residue.

347 1.59 Organic Waste Processing Facility. "Organic Waste Processing Facility" means any facility
348 designed, operated, and legally permitted for the purpose of receiving and processing Food Waste, Green
349 Waste, and Organic Waste.

350 1.60 Overage. "Overage" means Solid Waste set out for Collection either on top of or outside of a
351 Container or in any manner preventing the Container lid from completely closing or potentially causing Solid
352 Waste to spill during Collection by Contractor's vehicles.

353 1.61 Premises. "Premises" means any land or building in Ventura County where waste is generated or
354 accumulated.

355 1.62 Prohibited Container Contaminants. "Prohibited Container Contaminants" means any of the
356 following but does not include Organic Waste specifically allowed for Collection in a Container that is required
357 to be transported to a high diversion organic waste processing facility if the waste is specifically identified as
358 acceptable for Collection in that Container in a manner that complies with the requirements of 14 CCR
359 Section 18984.1, 18984.2, or 18984.3. (A) Non-Organic Waste placed in a Collection Container designated
360 for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (B) Organic Wastes that are,
361 carpet, hazardous wood waste, or non-compostable paper placed in the Collection Container that is part of
362 an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1 or 18984.2; (C) Organic

363 Wastes, placed in a Collection Container designated for Refuse, that pursuant to 14 CCR Section 18984.1
364 or 18984.2 were intended to be Collected separately in a Collection Container designated for Organic Waste
365 or Recyclable Materials; (D) Organic Wastes placed in the Collection Container designated for Recyclable
366 Materials shall be considered Prohibited Container Contaminants when those wastes were specifically
367 identified in this Agreement, or through local ordinance for Collection in the Container designated for Organic
368 Waste, or mutually agreed to and promulgated by the County and Contractor. Paper products, printing and
369 writing paper, wood and dry lumber may be considered acceptable and not considered Prohibited Container
370 Contaminants if they are placed in Collection Container designated for Recyclable Materials; and (E) Exempt
371 Waste placed in any Collection Container.

372 1.63 Project. "Project" means any proposal for grading, new construction or changed use, remodel,
373 alteration, demolition, deconstruction, or enlargement of any structure, requiring a permit from the County.

374 1.64 Quarter. "Quarter" means a three-month period during a calendar year. The first Quarter is January
375 through March. The second Quarter is April through June. The third Quarter is July through September. The
376 fourth Quarter is October through December.

377 1.65 Rate Year. "Rate Year" means the period January 1 to December 31, for each year during the Term
378 of this Agreement.

379 1.66 Recyclable Materials. "Recyclable Materials" means materials separated from Refuse prior to
380 disposal to be recycled consistent with the requirements of the Act. Recyclable Materials that can be placed
381 in the Recycling Container include, but are not limited to, glass and plastic bottles, aluminum, tin and steel
382 cans, metals, unsoiled paper products, printing and writing paper, and cardboard, and any other items as
383 determined by the Agreement Administrator. For purposes of this Agreement, Recyclable Materials do not
384 include any item that at the time of collection is not presently accepted at a Materials Recovery Facility
385 reasonably available to Contractor.

386 1.67 Recycling. "Recycling" means the process of collecting, sorting, cleansing, treating and/or marketing
387 Recyclable Materials that would otherwise become Refuse, and returning them to the economic mainstream
388 in the form of raw material for new, reused, or reconstituted products which meet the quality standards
389 necessary to be used in the marketplace. The collection, transportation or disposal of Solid Waste not
390 intended for, or capable of, reuse is not Recycling. "Recycling" does not include transformation as defined
391 in Public Resource Code Section 40201.

392 1.68 Refuse. "Refuse" means all putrescible and non-putrescible solid, semi-solid and associated liquid
393 waste generated or accumulated through the normal activities of a Premises. Refuse does not include
394 Recyclable Materials, Organic Waste, or Bulky Items, that is source-separated and set out for purposes of
395 collection and recycling.

396 1.69 Regulatory Fees. "Regulatory Fees" means any and all County fees applicable to Contractor arising
397 from, or related to, Contractor provision of Collection Service(s) pursuant to applicable County ordinances
398 and resolutions. The Regulatory Fees, which may be supplemented or otherwise modified in County's sole
399 discretion, currently include a Waste Management Fee, a Collector Fee, and a Countywide Integrated Waste

400 Management Plan Fee, pursuant to County Code Sections 4775, 4750-6, and 4792, respectively, as may
401 be amended. The Waste Management Fee and Collector Fee shall not be passed, in whole or in part, onto
402 the Service Recipient, unless otherwise stated.

403 1.70 Remote Area. "Remote Area" means the Service Units in the portion of the Service Area consisting
404 of the North Remote and Remote Residential/Community Hybrid areas set forth in Exhibit 2. All collection
405 within the Remote Residential/Community Hybrid area is considered Commercial Collection Service._

406 1.71 Residential Premises. "Residential Premises" means any building or structure, or portion thereof,
407 used for residential housing purposes.

408 1.72 Residual or Residuals. "Residual" or "Residuals" means Solid Waste that is not Diverted from landfill
409 Disposal after it has been delivered to an Organic Waste Processing Facility or a Materials Recovery Facility
410 for processing for Diversion from landfill Disposal. Residual does not include Recyclable Materials or Organic
411 Material that is processed for Diversion but lacks an available market.

412 1.73 Roll-Off Container. "Roll-Off Container" means a metal container with a capacity of ten (10) or more
413 cubic yards that is normally loaded onto a specialized Collection vehicle and transported to an appropriate
414 facility.

415 1.74 Route Review. "Route Review" _as defined in 14 CCR Section 18982(a)(65) means a visual
416 inspection of Containers along a Contractor Route for the purpose of identifying Prohibited Container
417 Contaminants, which may include mechanical inspection methods such as use of cameras.

418 1.75 SB 1383. "SB 1383" means State of California Senate Bill 1383 Short-lived Climate Pollutants:
419 Organic Waste Reductions, approved on or about September 19, 2016.

420 1.76 Service Area. "Service Area" means the unincorporated area within Ventura County as shown in
421 Exhibit 2.

422 1.77 Service Recipient. "Service Recipient" means the owner, occupant, or user of premises receiving
423 Commercial Collection Service pursuant to this Agreement.

424 1.78 Service Unit. "Service Unit" means a single subscriber to Contractor's Commercial Collection
425 Services.

426 1.79 Single-Family Dwelling or SFD. "Single Family Dwelling Unit or SFD" shall mean a residential
427 building or a mobile home with fewer than five (5) principal Dwelling Units.

428 1.80 Sludge. "Sludge" means the accumulated solids, residues, and precipitates generated because of
429 waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an
430 air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or
431 similar disposal appurtenances or any other such waste having similar characteristics or effects.

432 1.81 Solid Waste. "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid
433 wastes, including refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes,
434 abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or
435 chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and
436 semisolid wastes, and other discarded solid and semisolid wastes, as set forth in California Public Resources
437 Code Section 40191(a)(b), as amended from time to time. Solid Waste includes Recyclable Materials and
438 Organic Waste, unless expressly specified otherwise in this Agreement, but does not include (1) Hazardous
439 Waste; (2) radioactive waste regulated pursuant to the Health and Safety Code Section 114960 et seq.; (3)
440 medical waste regulated pursuant to the Health and Safety Code Section 117600 et seq. and (4) Exempt
441 Waste.

442 1.82 Source Separated. "Source Separated" means materials that have been kept separate in the Solid
443 Waste stream, at the point of generation, for the purpose of additional sorting or processing to return them
444 to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which
445 meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR
446 Section 17402.5(b)(4).

447 1.83 Special Services. "Special Services" means Solid Waste collection services made available in the
448 Service Area, which are in addition to regularly scheduled route pickups.

449 1.84 SRRE (Source Reduction and Recycling Element). "SRRE" means the formal planning document
450 that demonstrates how the County will comply with the Act's diversion goals.

451 1.85 Term. "Term" means the time period during which the Agreement is in effect.

452 1.86 Tier One Commercial Edible Food Generator. "Tier One Commercial Edible Food Generator" is
453 defined in section 4741-78 of the County Code and means a Commercial Edible Food Generator that is one
454 of the following: (a) supermarket with gross annual sales of \$2,000,000 or more; (b) grocery store with a total
455 facility size equal to or greater than 10,000 square feet; (c) food service provider; (d) wholesale food vendor;
456 or (e) food distributor. If any conflict arises between the foregoing definition and the term as defined in the
457 County Code, the County Code definition shall prevail.

458 1.87 Tier Two Commercial Edible Food Generator. "Tier Two Commercial Edible Food Generator" is
459 defined in section 4741-79 of the County Code and means a Commercial Edible Food Generator that is one
460 of the following: (a) restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000
461 square feet; (b) hotel with an on-site food facility and 200 or more rooms; (c) health facility as defined in
462 Section 1250 of the Health and Safety Code with an on-site food facility and 100 or more beds including but
463 not limited to hospitals, skilled nursing facilities, and hospice facilities; (d) large venue; (e) large event; (f) a
464 state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than
465 5,000 square feet; or (g) a local education agency including a school district, charter school, or County office
466 of education that is not subject to the control of County regulations related to Solid Waste with an on-site
467 food facility. If any conflict arises between the foregoing definition and the term as defined in the County
468 Code, the County Code definition shall prevail. Tipping Fees. "Tipping Fees" means the actual fees paid by

469 the Contractor at a permitted Solid Waste facility or other legal processing site or destination for the disposal
470 of Solid Waste collected from the Service Area pursuant to this Agreement.

471 1.88 Transfer Station. “Transfer Station” means a legally permitted place used for the conveyance of
472 Solid Waste Collected by Contractor into larger vehicles prior to transportation of the Solid Waste to a
473 Disposal Facility or Processing Facility.

474 1.89 Universal Waste or U-Waste. “Universal Waste” or “U-Waste” means Electronic devices, dry-cell
475 batteries, non-empty aerosol cans, fluorescent lamps, and fluorescent bulbs, mercury thermostats, and other
476 mercury containing equipment.

477 1.90 Waste. “Waste” means the useless, unused, unwanted, or discarded material and debris resulting
478 from normal commercial activity or materials which, by their presence, may injuriously affect the health,
479 safety, and comfort of persons or depreciate property values in the vicinity thereof.

480 1.91 Waste Reporting System. “Waste Reporting System” means the electronic data recording and
481 reporting system used by Contractor to provide data and reports, which this Agreement requires Contractor
482 to provide to the County. Said system must be approved by the Agreement Administrator.

483 1.92 White Goods. “White goods” means enamel-coated major appliances, such as washing machines,
484 clothes dryers, hot water heaters, stoves, and refrigerators.

485 1.93 Work Day. “Work Day” means any day, Monday through Saturday, that is not a Holiday as set forth
486 in Section 5.3 of this Agreement.

487 1.94 Wood Waste. “Wood Waste” means Solid Waste consisting of stumps, large branches, tree trunks,
488 and wood pieces or particles that are generated from the manufacturing or production of wood products,
489 harvesting, processing or storage of raw wood materials, or construction and demolition activities.

490 Article 2. Term of Agreement

491 2.1 Initial Term. The initial term of this Agreement will be for a ten (10) year period beginning January 1,
492 2024 and terminating on December 31, 2033. Contractor shall commence performance of its Collection
493 Service obligations under this Agreement on January 1, 2024 (“Commencement Date”).

494 2.2 Extension of Term. Contractor may request up to two, five (5) year term extensions to the Initial
495 Term, and at County’s sole option, County may grant Contractor’s request to extend the term. Under no
496 circumstances will County be obligated to extend the term. Contractor must request the first five (5) year
497 extension by August 1, 2033 to be eligible for the term extension, and by August 1, 2038 to be eligible for
498 the second term extension.

499 2.3 Performance Review Prior to Five (5) Year Extension. A billing audit and performance review shall
500 be conducted two years prior to the end of the Initial Term as described in Section 12.7. To be eligible for an
501 Extension of the Term of the Agreement under Section 2.2, Contractor must meet billing and performance
502 standards to the satisfaction of the County. In the event Contractor fails to meet the minimum service and

503 diversion requirements set forth in Article 8, the term of this Agreement will not be extended beyond
504 December 31, 2033, and may be terminated earlier as provided herein.

505 Article 3. Conditions Governing Services

506 3.1 Grant of Non-Exclusive Agreement. County hereby grants to Contractor, on the terms and conditions
507 set forth herein, the non-exclusive right and privilege to collect, remove and dispose, in a lawful manner,
508 Solid Waste, which includes but is not limited to Recyclable Materials, and Organic Waste accumulating in
509 the County's Service Area that are required to be accumulated and offered for collection to the Contractor in
510 accordance with the County's County Code, for the Term, and within the scope, set forth in this Agreement.
511 This grant is limited to Commercial Collection Services and does not include residential collection services.

512 3.2 Recyclable Materials Organic Waste, and Bulky Items Discarded by Service Recipients. This
513 Agreement shall not prohibit any person from selling Recyclable Materials or Organic Waste or giving
514 Recyclable Materials or Organic Waste away to persons or entities other than Contractor. However, in either
515 instance: (1) the Recyclable Materials or Organic Waste must be source separated from, and not mixed with
516 other, Solid Waste; and (2) the seller/donor may not pay the buyer/donor any consideration for collecting,
517 processing, or transporting such Recyclable Materials or Organic Waste. A discount or reduction in the price
518 for collection, disposal and/or recycling services for any form of un-segregated or segregated Solid Waste is
519 not a sale or donation of Recyclable Materials or Organic Waste and such Solid Waste does not qualify for
520 this exception. However, once the Recyclable Materials or Organic Waste have been placed in the Collection
521 Container and the Container set out for Collection, the Recyclable Materials or Organic waste become the
522 property of Contractor.

523 Article 4. Regulatory Fees and Payments

524 4.1 Contractor's Payments to County. The Parties agree that all fees and any payments owed by
525 Contractor to County under this Agreement are the product of extensive negotiations and constitute valid
526 consideration for the rights and privileges granted to Contractor under this Agreement.

527 4.2 Quarterly Fee Payments. Regulatory Fees shall be due and payable on the twentieth (20th) day of
528 the month following the end of each Quarter in which Commercial Collection Services were provided; first
529 such payment being due on April 20, 2024. Regulatory Fees shall be accompanied at the time of payment
530 by a written or electronic report, in a format acceptable to the County, setting forth the calculations Contractor
531 used to determine the amounts due and the basis for those calculations. Figures used in the report shall be
532 taken from Contractor's general books of account, and Contractor shall retain all supporting documentation
533 in accordance with the records retention requirements in Article 17.

534 4.3 Time and Method of Payment. Contractor shall pay all amounts owed under this Article without prior
535 notice or demand and without abatement, deduction, offset or credit in lawful money of the United States,
536 on or before the applicable due date, unless the due date lands on a weekend or Holiday, in which case the
537 due date shall be the next Business Day. If sent by U.S. mail, the remittance must be post-marked on or
538 before the due date. If hand-delivered, Contractor must request and receive a date-stamped receipt from
539 the County by 5:00 p.m. on the due date.

540 4.4 Late Payments. In the event Contractor fails to pay the County any amounts owed under this Article
541 on or before the applicable due date, then in addition to the amounts already owed, Contractor shall pay a
542 penalty as specified in Exhibit 4, except to the extent that such lateness is due to extenuating circumstances.
543 Contractor must submit any request for approval of a late payment in writing at least five (5) Business Days
544 prior to the date on which fees are due, and the request must be accompanied by a written explanation of
545 the extenuating circumstances and adequate supporting documentation. The County shall not unreasonably
546 withhold its approval and shall notify Contractor within three (3) business days of receiving the request
547 whether and to what extent the request has been approved. A United States Postal Service postmark date
548 shall be considered as the date of payment remittance by Contractor to County.

549 4.5 Taxes and Utility Charges. The Contractor shall pay all taxes lawfully levied or assessed upon, or in
550 respect of, the operating assets or the Commercial Collection Services, or upon any part thereof of upon any
551 revenues necessary for the operation of the operating assets and the provision of the Commercial Collection
552 Services, when the same shall become due.

553 4.6 Regulatory Fee Disputes. In the event of any disputes between the Contractor and the County with
554 respect to the fees described in this Article 4, the County shall provide the Contractor with written objection
555 within 180 days of the receipt of the written report described in Section 4.2, encompassing the dispute
556 amount. The County shall state its objections in writing with reference to the applicable portion(s) of the
557 report and its reasons then known for its dispute. The Parties agree to meet and confer regarding any such
558 dispute prior to initiating legal action.

559 Article 5. General Requirements

560 5.1 Service Standards. Contractor must perform all Commercial Collection Services under this
561 Agreement in a thorough and professional manner as described in Article 20, while meeting the minimum
562 performance and diversion standards listed in Article 12.

563 5.2 Labor and Equipment. Contractor must provide and maintain all labor, equipment, tools, facilities,
564 and personnel supervision required for the performance of Contractor's obligations under this Agreement.
565 Contractor must always have sufficient backup equipment and labor to fulfill Contractor's obligations under
566 this Agreement. No compensation for Contractor's services or for Contractor's supply of labor, equipment,
567 tools, facilities, or supervision will be provided or paid to Contractor by County or by any Service Recipient
568 except as expressly provided by this Agreement.

569 5.3 Holiday Service. The County observes New Year's Day, Memorial Day, Independence Day,
570 Juneteenth (June 19th), Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is
571 not required to provide Commercial Collection Services or maintain office hours on the designated holidays.
572 In any week in which one of these holidays falls on a Work Day, Commercial Collection Services for the
573 holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with
574 normally scheduled Friday Commercial Collection Services being performed on Saturday. Commercial
575 Collection Services will not take place on Sundays, unless previously authorized by the Agreement
576 Administrator.

577 5.4 Inspections. The County has the right to inspect Contractor's facilities or Collection Vehicles and
578 their contents used to provide services pursuant to this Agreement at any reasonable time while operating
579 inside or outside the County.

580 5.5 Recyclable Materials and Organic Waste Contamination. Contractor must offer the Service
581 Recipients the correct combination of Collection Container sizes and collection frequency as necessary, that
582 matches their unique service needs to reduce Prohibited Container Contaminants in of Recyclable Materials
583 and Organic Waste and provide service at the least cost to Service Recipient. To support County's diversion
584 goals and Contractor's Diversion Requirements as set forth in Article 8, Contractor is only required to collect
585 and process Recyclable Materials if they have been separated by the Service Recipient from Refuse and
586 Organic Waste and will only be required to collect Organic Waste if it has been Source Separated by the
587 Service Recipient from Refuse and Recyclable Materials. As part of Contractor's Public Education Services
588 under Article 15, Contractor has agreed to provide outreach and support to Service Recipients. Additionally,
589 Contractor's route collection personnel will report to Contractor's supervisors if they observe Prohibited
590 Container Contaminants, and/or insufficient collection capacity. For purposes of determining if Recyclable
591 Materials or Organic Waste are deemed to be contaminated, if, by visual or digital inspection, Recyclable
592 Materials are commingled with ten percent (10%) by weight or volume of Refuse or Organic Waste, or if, by
593 visual inspection, Organic Waste is commingled with three percent (3%) by volume of Refuse or Recyclable
594 Materials, then Recyclable Materials and/or Organic Waste will be deemed to be contaminated and
595 Contractor may take the following steps:

596 5.5.1 First and Second Occurrence. For the first and second occurrence within any one
597 Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic
598 Waste), Contractor must collect the contaminated container (as Solid Waste) and must affix a
599 Contamination Violation Notice to the contaminated container which contains instructions on the
600 proper procedures for sorting Recyclable Materials or Organic Waste, and must notify the Service
601 Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag). For the third and
602 subsequent incidents of excess contamination, Contractor must collect the contaminated container
603 (as Solid Waste) and the Service Recipient may be charged a contamination fee for the
604 contaminated container, and Contractor may increase the Collection Container size, or require an
605 additional Collection Container. Contractor's representative must also contact the Service Recipient
606 by phone, U.S. mail, e-mail, or in person (which may be a container tag) to ensure that they have
607 the appropriate level of service for proper collection of Recyclable Materials and/or Organic Waste.
608 Contractor must also document the contamination issue in the Waste Reporting System provide
609 digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's
610 on-going contamination problems. This Section is not applicable to the services provided in the
611 Remote Area as long as the Remote Area continues to be exempt from the requirements of 14 CCR
612 18984 through 18984.13 under a low population waiver pursuant to 14 CCR 18984.12(a).
613 Notwithstanding the existence of an applicable waiver, Contractor may voluntarily elect to comply
614 with this Section.

615 5.6 Overage and Correction Procedures. If a Service Recipient is found to routinely overflow their
616 Collection Container(s) (i.e., lid will not close, material not contained within Container, etc.), Contractor may

617 take the steps as listed below to correct Service Recipient's on-going overflow of material. All Service
618 Recipients will be notified of Collection "Overages." Contractor shall provide the Service Recipients the
619 correct combination of Collection Containers and collection frequency that matches each Service Recipient's
620 unique service needs to enable clean, efficient, and cost-effective collection of Refuse, Recyclable Materials,
621 and Organic Waste. County and Contractor agree that overflow of Solid Waste that is not properly in the
622 Service Recipient's Collection Containers negatively impacts public health and safety. Contractor has also
623 agreed to conduct recycling audits and provide outreach and support to Service Recipient accounts receiving
624 the correct level of Commercial Collection Services. However, if Service Recipients are found to routinely
625 overflow their Collection Containers, Contractor may take the steps as listed below to correct Service
626 Recipient's on-going overflow of Solid Waste.

627 5.6.1 Prior Arrangements for Collection. If the Service Recipient has made prior
628 arrangements with Contractor for Collection of Solid Waste Overages, Contractor must collect such
629 Overages as arranged, and may charge the Service Recipient the Solid Waste Overage fee (prior
630 arrangement) rate set forth in Exhibit 1.

631 5.6.2 No Prior Arrangements. If the Service Recipient has not made prior arrangements
632 with Contractor for Collection of Solid Waste Overage, (i) Contractor may collect such Solid Waste
633 Overage at no additional charge as a courtesy, (ii) Contractor may not Collect the Solid Waste
634 Overage and leave a Non-Collection Notice explaining the reason for non-collection of the Solid
635 Waste Overage, (iii) Contractor may Collect the Solid Waste Overage (up to two lifts) and charge
636 the Service Recipient the Solid Waste Overage fee (no prior arrangement) rate set forth in Exhibit 1
637 as provided below, or increase the capacity or frequency of Collection of the existing Collection
638 Container(s) to match documented service needs as provided below.

639 5.6.3 Service Recipients – Each Occurrence. Contractor must provide a written notice on
640 the Container, as well as provide a copy of the notice via e-mail, U.S. mail, or in person (which may
641 be by Non-Collection Notice) to the Service Recipient with the date, description, and photograph of
642 the Solid Waste Overage. Contractor may collect the Solid Waste Overage and may charge the
643 Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1, and increase the capacity, or
644 collection frequency of the Collection Container to match documented service needs. At least ten
645 (10) Business Days prior to increasing the Collection Container size, or frequency of Collection,
646 Contractor's representative must also contact the Service Recipient by phone, U.S. mail, e-mail or
647 in person (which may be by Non-Collection Notice) to ensure that Service Recipient has the
648 appropriate level of service. Contractor must document overage issue in the Waste Reporting
649 System and notify County within ten (10) Business Days of any changes in Service Recipient's
650 Collection Container size or collection frequency. The increased capacity or collection frequency will
651 remain in effect until Contractor determines that it is no longer needed to prevent overages. Such
652 determination will be in Contractor's sole but reasonable discretion and will be subject to the dispute
653 resolution procedure set forth below.

654 5.7 Tracking Occurrences of Solid Waste Overage. After twelve (12) months have passed from the last
655 applicable Solid Waste Overage occurrence, the next Solid Waste Overage occurrence will be deemed a
656 first Solid Waste Overage occurrence.

657 5.8 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid Waste Overage
658 charge or container size or collection frequency change within 30 days of the disputed action, Contractor
659 must temporarily halt Solid Waste Overage charge and/or increased Maximum Service Rate resulting from
660 increasing the Collection Container size or collection frequency, and Contractor may request a ruling by the
661 County Administrator to resolve the dispute. During the pendency of any request, Contractor may restore
662 Container size or number, or collection frequency, to the prior levels. A request by Contractor to the County
663 Administrator to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting
664 of Solid Waste Overage charge, or increased Maximum Service Rate, and must include written
665 documentation and digital/visual evidence of ongoing overall problems. The County Administrator may
666 request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute.
667 Following such a meeting, the County Administrator will rule on the dispute within ten (10) Business Days,
668 and the County Administrator's decision on resolving the dispute between and Service Recipient will be final.
669 If the County Administrator rules in favor of the Service Recipient, Contractor must credit the disputed charge
670 or increased Maximum Service Rate. If the County Administrator rules in favor of Contractor, Contractor may
671 charge Service Recipient the prior halted Solid Waste Overage charge and/or increased Maximum Service
672 Rate resulting from increasing the Solid Waste Collection Container size or collection frequency and may
673 follow the steps in Section 7.6 for collection of delinquent accounts.

674 5.9 Ownership of Materials. Except as provided otherwise under Applicable Law, title to Solid Waste will
675 pass to Contractor at such time as said materials are set out for Collection.

676 5.10 Spillage and Litter. Contractor may not litter Service Recipient premises in the process of providing
677 Commercial Collection Services or while its vehicles are on the road. Contractor must transport all materials
678 Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such
679 materials from Contractor's vehicles. Contractor must exercise all reasonable care and diligence in providing
680 Commercial Collection Services to prevent spilling or dropping of Solid Waste and must immediately, at the
681 time of occurrence, clean up such spilled or dropped Solid Waste.

682 5.10.1 Contractor is not responsible for cleaning up sanitary conditions caused by the
683 carelessness of the Service Recipient, the County, or third party; however, Contractor must clean
684 up any material or residue that is spilled or scattered by Contractor or its employees.

685 5.10.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting
686 from Contractor's operations or equipment repair must be covered immediately with an absorptive
687 material and removed from the street surface. Contractor must document spillage in the Waste
688 Reporting System and notify County's stormwater compliance coordinator, and County
689 Administrator within ninety (90) minutes of any spills resulting from Contractor's operations or
690 equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning
691 technique to the street surface to provide adequate cleaning as approved by the County's
692 stormwater compliance coordinator to be compliant with the County's stormwater permit.

693 5.10.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or
694 litter caused by Contractor within ninety (90) minutes (or two hundred and forty (240) minutes in
695 Remote Area) upon notice from the County. If County deems necessary, Contractor must engage

696 third-party environmental clean-up specialist to remove any equipment oil, hydraulic fluids, or any
697 other liquid or debris that remains on street after Contractor's own clean-up efforts. If clean-up is not
698 conducted to satisfaction of County, County has right to engage environmental clean-up specialist
699 to perform additional clean-up work at the expense of Contractor.

700 5.10.4 In the event where damage to County streets is caused by a hydraulic fluid spill (i.e.,
701 any physical damage more than a simple cosmetic stain caused by the spill), Contractor shall be
702 responsible for all repairs to return the street to the same condition as that prior to the spill.
703 Contractor shall be responsible for all clean-up activities related to the spill. Repairs and clean-up
704 shall be performed in a manner satisfactory to the County and at no cost to the County.

705 5.10.5 To facilitate immediate cleanup, Contractor's vehicles must always carry enough
706 petroleum absorbent materials along with a broom and shovel.

707 5.11 Green and Organic Waste Capacity. Contractor shall guarantee capacity for all County Green and
708 Organic Waste at facilities selected by Contractor for the term of the Agreement using a legally permitted
709 facility. Capacity shall be provided to meet the requirements under Applicable Law (see SB 1383). This
710 Section is not applicable to the services provided in the Remote Area as long as the Remote Area continues
711 to be exempt from the requirements of 14 CCR 18984 through 18984.13 under a low population waiver
712 pursuant to 14 CCR 18984.12(a). Notwithstanding the existence of an applicable waiver, Contractor may
713 voluntarily elect to comply with this Section.

714 5.12 Regulations and Record Keeping. Contractor must comply with emergency notification procedures
715 required by Applicable Laws and regulatory requirements. All records required by regulations must be
716 maintained at Contractor's facility. These records must include waste manifests, waste inventories, waste
717 characterization records, inspection records, incident reports, and training records.

718 5.13 Commingling of Materials. In order to reduce carbon footprints and operate with maximum
719 efficiency, if a Collection Service route spans multiple jurisdictions, Contractor may elect to commingle any
720 materials Collected pursuant to this Agreement ,as long as such commingling does not constitute or cause
721 a violation of any applicable flow control, with any other material Collected by Contractor inside or outside
722 the Service Area, provided that only materials Collected by Contractor of the same type are commingled
723 with each other except to the extent the Agreement Administrator allows the commingle of materials of
724 different types. Contractor shall allocate the tonnage shares between jurisdictions as follows: (i) calculate
725 the total local cart, bin, and roll-off capacity for each jurisdiction on the given Solid Waste route ("Local
726 Capacity"), (ii) divide the Local Capacity in each jurisdiction by the total capacity of all jurisdictions
727 participating in the given Solid Waste route ("Local Share"), and (iii) multiply the Local Share by the total load
728 collected and reported by a Disposal Facility, Materials Recovery Facility, or Organic Waste Processing
729 Facility, as applicable. By way of illustration, assume an Organic Waste route provides service to 50
730 accounts, with a total of 2,450 organic gallons across all accounts, and the weight ticket from a given Organic
731 Waste Processing Facility reports a total load of 4.52 tons. Further, assume City A has 25 accounts with a
732 Local Capacity of 1,200 organic gallons, City B has 15 accounts with a Local Capacity of 700 organic gallons,
733 and City C has 10 accounts with a Local Capacity of 550 organic gallons. Accordingly, the Local Share of
734 City A is 49% (1,200 / 2,450), the Local Share of City B is 29% (700 / 2,450), and the Local Share of City C

735 is 22% (550 / 2,450). With total tons of 4.52, City A will be allocated 2.21 tons (49% x 4.52), City B will be
 736 allocated 1.31 tons (29% x 4.52), and City C will be allocated 1.00 ton (22% x 4.52). These tonnages will
 737 be reported to each of the three cities in their individual tonnage reports.

738
 739

740 5.14 Guarantee of Capacity. Contractor guarantees access to facilities with adequate recycling and
 741 organics capacity.

742 Article 6. Maximum Service Rates

743 6.1 Maximum Service Rates. Contractor shall charge and collect from its Service Recipients for regular
 744 Collection Service and Special Services amounts not to exceed the Maximum Service Rates for said services
 745 set forth in Exhibit 1. Contractor shall not impose, offer, collect, or attempt to collect any rate, fee, charge, or
 746 cost exceeding the Maximum Service Rates set forth in Exhibit 1 for the corresponding service. For services
 747 not listed in Exhibit 1, Contractor may charge and collect any negotiated rate. Contractor shall itemize all
 748 rates and charges on its Service Recipients' bills to allow the Service Recipient to see individual charges as
 749 outlined in Exhibit 1. Contractor shall cooperate with County efforts to implement pricing incentives for
 750 Service Recipients encouraging the separation of Recyclable Materials from Refuse and discouraging
 751 Disposal.

752 6.1.1 Pricing Incentives for Commercial Waste Diversion.

753 Each Contractor providing Collection Service to Service Recipients shall offer multiple levels of
 754 service and pricing incentives to encourage the separation of commercial Recyclables and Organic
 755 Waste from Refuse and to discourage Disposal. The Director may exempt a Contractor from some,
 756 or all, of the requirements of this Section if the Director determines offering multiple levels of service
 757 is not economically feasible.

758 6.2 Maximum Service Rate Adjustments. The Maximum Service Rates in Exhibit 1 shall be adjusted on
 759 January 1, 2025, and annually thereafter in accordance with this Section 6.2, and will consist of the following
 760 elements: "Annual Inflation Adjustment" and "Regulatory Fee Adjustments," as specified in Sections 6.2.1
 761 and 6.2.2.

762 6.2.1 Annual Inflation Adjustment. The Maximum Service Rates in Exhibit 1 shall be
 763 adjusted on January 1, 2025, and annually thereafter. Provided Contractor is not in default of this
 764 Agreement as specified in Article 24, the below-described annual inflation adjustment will be
 765 automatically applied to the Maximum Service Rates listed in Exhibit 1. The annual inflation
 766 adjustment shall be calculated by the County using the U.S. Bureau of Labor Statistics, Consumer
 767 Price Index, A Garbage and Trash Collection in U.S. City Average, All Urban Consumers, Not
 768 Seasonally Adjusted. The annual inflation shall be based on one hundred percent (100%) of the
 769 annual percentage change (up or down) in the twelve (12) month average CPI ending September of
 770 the most recent year (regardless of whether a projection is deemed "preliminary"), and the twelve

771 (12) month average CPI ending September of the preceding year. An example rate adjustment
772 calculation worksheet is included as Exhibit 6.

773
774 6.2.2 Regulatory Fee Adjustments. Any change in County Regulatory Fees shall
775 become effective on January 1 of the year following the Board approval of the change and shall be
776 applied by County to County's Maximum Service Rate adjustments and all charges for Special
777 Services listed on Exhibit 1. The Director shall calculate these Maximum Service Rate adjustments
778 based on the methodology shown in Exhibit 6.

779 6.3 Annual Rate Cap on Maximum Service Rates. In any Rate Year that the calculation of the CPI
780 exceeds four percent (4%), the total CPI adjustment for that year will equal four percent (4%) and there will
781 be no rollover amount added to the CPI rate adjustment percentage in the following year, or any subsequent
782 year. If the CPI is negative, there will be no CPI adjustment for that year.

783 6.4 Unusual and Unanticipated Costs. The Contractor may petition the County for consideration of a
784 review of Maximum Service Rates if circumstances arise, other than a Change in Law, that could not have
785 been predicted or foreseen as of the Effective Date which result in significant, uncompensated cost increases
786 to the Contractor regarding the provision of Commercial Collection Services. Such unusual and unanticipated
787 costs may include, but are not limited to: (1) proposed changes in the Contractor's level of service under this
788 Agreement required by the County; (2) a significant increase in costs or expenses that arise out of causes
789 beyond the control, or without the fault or negligence of the Contractor, that are not caused by a Change in
790 Law; (3) changes in technology that significantly modify the intention and circumstances which have a direct
791 bearing on the costs of services provided by Contractor hereunder; and (4) the enactment of any new, or the
792 increase of any existing, governmental regulatory fees or costs that cannot be addressed by adjusting the
793 Maximum Service Rates pursuant to Section 6.3. To request such a change, Contractor shall petition the
794 County by providing the Director with a written explanation and all documentation supporting its request for
795 a Maximum Service Rate adjustment. The Director shall issue a written decision that either approves, denies,
796 or approves a modified Maximum Service Rate adjustment in response to Contractor's request. Contractor
797 may thereafter appeal Director's decision to the Board by providing Director a written appeal notice within
798 ten (10) calendar days after the decision, after which date the decision shall become final and non-
799 appealable. In the event of an appeal to the Board, the Board may either approve, deny, or approve a
800 modified Maximum Service Rate adjustment. The Board's resulting decision shall be final, non-appealable,
801 and shall not be subject to arbitration pursuant to Section 24.7.

802 6.5 County Review. The County may initiate a Maximum Service Rate review pursuant to the factors set
803 forth in Section 6.4. The County will provide written notice to the Contractor if such a rate review is being
804 initiated. The Contractor shall provide all written explanation and documentation deemed necessary by the
805 County to complete its rate review within sixty (60) days of the date that the County provided its written notice
806 to the Contractor. The Director shall issue a written decision regarding the potential Maximum Service Rate
807 adjustment. Contractor may appeal Director's decision to the Board by providing Director a written appeal
808 notice within ten (10) calendar days after the Director's decision, after which date the decision shall become
809 final and non-appealable. In the event of an appeal to the Board, the Board may either approve, deny, or
810 approve a modified Maximum Service Rate adjustment. The Board's resulting decision shall be final, non-

811 appealable, and shall not be subject to arbitration pursuant to Section 24.7. The existing Maximum Service
812 Rates shall remain effective unless and until the County issues a final, non-appealable decision regarding
813 an adjustment in accordance with this Section. Any Maximum Service Rate adjustment approved pursuant
814 to this Section may only be implemented by Contractor effective on January 1 of the calendar year following
815 the date of the final, non-appealable County decision approving the adjustment.

816 6.6 Notice to Service Recipients. Prior to the implementation of any Maximum Service Rate adjustment
817 the Contractor shall provide a minimum of fifteen (15) days written notice to all affected Service Recipients.
818 At a minimum, this notice, approved by County as to form and content, must include the following: (1) a list
819 of all new rates and applicable levels of service; (2) the date upon which the new rates will be effective; (3)
820 information about alternative levels of service available, including, but not limited to, varying container sizes
821 for Refuse; and (4) a customer service telephone number.

822 6.7 Rounding. Adjustments to the overall Maximum Service Rates shall be made only in units of one
823 cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in adjusting. CPI indices shall
824 be rounded at two (2) decimal places for the adjustment calculations.

825 6.8 Five Year Meet and Confer. Upon request by the County and/or Contractor, both parties agree to
826 meet and confer on, or about, five (5) years from the Commencement Date regarding material changes in
827 the cost of providing services that are substantially more than the rate adjustments resulting from the
828 application of this Article. If it is determined a material change in the cost of providing a service has occurred,
829 the County and Contractor agree to negotiate in good faith regarding an appropriate adjustment to the rate.
830 The process for demonstrating material changes in the cost of providing services shall follow the same
831 process as outlined in Sections 6.4 and 6.5.

832 Article 7. Collection Service Billing

833 7.1 Responsibility for Collection Service Billing and Collection. Contractor shall be solely responsible for
834 the billing and collecting payments for the services it provides within the Service Area.

835 7.2 Invoices. Contractor shall prepare and send out invoices, by either U.S. mail or electronic mail, to
836 each Service Recipient in advance of all services provided by Contractor under this Agreement. If sent by
837 mail, invoices for each billing period shall be placed in a separate envelope accompanied by a self-addressed
838 return envelope. All invoices shall include Contractor's e-mail address include directions for payment by
839 payment by check, credit card, or Automated Clearing House (ACH) debit, and shall include or be
840 accompanied by a complete billing statement showing all charges and all services provided. County shall
841 have the right to direct Contractor to revise the format of all invoices and billing statements upon reasonable
842 notice to Contractor.

843 7.3 Frequency. Contractor shall not initiate billing to any Service Unit sooner than the first day of the
844 service period of Collections Services covered by the invoice. Contractor shall invoice Service Recipients
845 once every month for Service Units. No invoice shall be due and payable sooner than the last day of the
846 respective month for which Commercial Collection Services are provided.

847 7.4 Partial Month Service. If, during a month, a Service Unit is added to, or deleted from, Contractor's
848 Service Recipients, Contractor shall prorate billing to the impacted Service Recipient on a weekly basis,
849 meaning one-fourth of the applicable rate found in Exhibit 1 multiplied by the number of weeks of service
850 provided by Contractor.

851 7.5 Overpayments. Contractor shall refund or issue a service credit for overpayments by Service
852 Recipients no later than 30 days after Contractor discovers or is notified of the overpayment. Contractor
853 shall refund every overpayment that: (1) exceeds two hundred dollars (\$200.00) or the amount of Service
854 Recipient's typical invoice, whichever is less; or (2) is due to the Service Recipient closing the account prior
855 to the end of the billing period. Contractor may issue a service credit of no more than two (2) years against
856 future invoices for all other overpayments.

857 7.6 Delinquent Service Accounts. Upon request, Contractor shall report all Service Recipients whose
858 accounts are delinquent by more than ninety (90 days) to the Agreement Administrator monthly.

859 Article 8. Diversion Requirements

860 8.1 Warranties and Representations. Contractor warrants that it is aware of and familiar with County's
861 waste stream in the Service Area, and that it has the ability as to the Service Units served, and shall use
862 commercially reasonable efforts as to the Service Units served to provide and employ sufficient programs
863 and services to ensure County will meet or exceed County's Diversion goals requirements (including, without
864 limitation, amounts of Solid Waste to be Diverted, time frames for Diversion, and any other requirements) as
865 set forth in this Article, Applicable Law, and that Contractor will do so without imposing any costs or fees
866 other than those set forth in Exhibit 1, as may be adjusted as provided in Sections 6.3 or Article 25.

867 8.2 Minimum Diversion Requirements. Contractor, as pertaining to the Service Area, shall comply with
868 all waste diversion requirements set forth in County Code Section 4770-1, as may be amended. Contractor
869 shall also comply in the Service Area with all diversion requirements under Applicable Law (including, but
870 not limited to those set forth in AB 341, AB 1826, and SB 1383). This Section is not applicable to the services
871 provided in the Remote Area as long as the Remote Area continues to be exempt from the requirements of
872 14 CCR 18984 through 18984.13 under a low population waiver pursuant to 14 CCR 18984.12(a).
873 Notwithstanding the existence of an applicable waiver, Contractor may voluntarily elect to comply with this
874 Section.

875 8.3 Cooperation. County and Contractor shall, with respect to the Service Area, each reasonably
876 cooperate in good faith with all efforts of the other Party to meet County's Diversion requirements under
877 Applicable Law and the Contractor's obligations under this Article. County's obligations in this regard shall
878 include, without limitation, making such petitions and applications as may be reasonably requested by
879 Contractor for time extensions in meeting Diversion goals, or other exceptions from the terms of Applicable
880 Laws, and to agree to authorize such changes to Contractor's Recycling, Organic Waste, or Solid Waste
881 programs as may be reasonably requested by Contractor to achieve the minimum requirements of this
882 Article.

883 8.4 Contractor's Diversion Programs. Contractor shall implement the Diversion programs required under
884 this Agreement to ensure the County and Contractor comply with all Diversion requirements under Applicable
885 Law and the County meets or exceeds all minimum Diversion requirements under Applicable Law, as to
886 Contractor's Service Recipients in the Service Area. Contractor shall furthermore, at its sole cost and
887 expense, as it pertains to the Contractor's Service Recipients in the Service Area (1) assist the County in
888 responding to inquiries from, or prepare for and attend any hearing before, CalRecycle or any other
889 regulatory agency relating to the County's compliance with Applicable Law; prepare for and participate in
890 CalRecycle's review of the County's SRRE; apply for any extension available under Applicable Law; develop
891 and implement a public awareness and education program consistent with the County's SRRE and
892 Household Hazardous Waste Element and any related requirements of Applicable Law; (2) provide the
893 County with Recycling, source reduction, and other technical assistance as may be needed to comply with
894 Applicable Law; (3) advise the County of additional programs or measures Contractor can, if authorized by
895 the County, implement to increase compliance with the Diversion requirements of Applicable Law; and (4)
896 promptly pay any and all fees, penalties, or other costs imposed on the County by CalRecycle relating to its
897 Diversion requirements, and indemnify and hold harmless the County from and against any fines, penalties,
898 or other liabilities, levied against the County for violation of such Diversion requirements to the fullest extent
899 allowed by law. This Section is not applicable to the services provided in the Remote Area as long as the
900 Remote Area continues to be exempt from the requirements of 14 CCR 18984 through 18984.13 under a
901 low population waiver pursuant to 14 CCR 18984.12(a). Notwithstanding the existence of an applicable
902 waiver, Contractor may voluntarily elect to comply with this Section.

903 8.5 New Diversion Programs. If Contractor fails to meet any Diversion requirement or the County fails
904 to meet any CalRecycle Diversion requirement notwithstanding Contractor's implementation of all Diversion
905 and public education programs as required by this Agreement as to Contractor's Service Recipients in the
906 Service Area, the County may direct Contractor to modify its Diversion and public education programs or
907 implement new programs. Such modifications may constitute a County-Directed Change under Section
908 25.1. Contractor shall not implement new Diversion programs not described in this Agreement without the
909 County's prior consent.

910 8.6 Nothing contained herein shall prohibit Contractor from meeting its diversion requirements by any
911 alternative methods or procedures, provided it complies with Applicable Law (including, but not limited to,
912 those requirements set forth in AB 939, AB 341, AB 1826, AB 1594, SB 1016, SB 1383), as may be amended
913 from time to time. Contractor's ability to meet its diversion requirements by alternative methods, per this
914 Section, is subject to Agreement Administrator review and approval.

915 Article 9. Commercial Service

916 9.1 Commercial Conditions of Service. Except as set forth below, Contractor must provide Commercial
917 Collection Services to any Service Units Contractor serves in the Service Area. This service is governed by
918 the following terms and conditions:

919 9.1.1 Provision of Service. Contractor must provide Commercial Refuse Collection
920 Service, Commercial Recycling Service and Commercial Organic Waste Collection Service to all

921 Service Units in the Service Area whose Refuse, Recyclable Materials, and Organics Waste are
922 properly containerized in Collection Containers as appropriate where the Collection Containers are
923 accessible as set forth in Section 9.1.3 Contractor may offer Refuse, Recyclable Materials, and
924 Organic Waste Carts in 32, 64, and 96-gallon sizes. Contractor may offer Refuse and Recyclable
925 Materials Bins in 1, 2, 3, 4, and 6-cubic yard sizes (stab only, no wheels or maneuvering required
926 for 6 cubic yard sized Bins) and 1, 1.5, 2, 3 and 4-cubic yard sizes for Organic Waste Bins. Contractor
927 must offer Roll-off Containers in 10, 20, 30, and 40-cubic yard sizes. The size of the container and
928 the frequency (above the minimum) of collection will be determined between the Service Recipient
929 and Contractor. However, the size and frequency must be sufficient to provide that no Refuse,
930 Recyclable Materials, or Organic Waste need be placed outside the Collection Container. This
931 Section is not applicable to the services provided in the Remote Area as long as the Remote Area
932 continues to be exempt from the requirements of 14 CCR 18984 through 18984.13 under a low
933 population waiver pursuant to 14 CCR 18984.12(a). Notwithstanding the existence of an applicable
934 waiver, Contractor may voluntarily elect to comply with this Section.

935 9.1.2 Hours of Collection. Commercial Collection Service must be provided, commencing
936 no earlier than 5:00 a.m., and terminating no later than 6:00 p.m., Monday through Saturday, except
937 for Holidays. There will be no Commercial Collection Service on Sundays. The hours, day, or both
938 of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal
939 or written consent of the Agreement Administrator.

940 9.1.3 Accessibility. Contractor must Collect all Collection Containers that are readily
941 accessible to Contractor's crew and vehicles and not blocked. However, Contractor must provide
942 accessibility services as necessary upon request during the provision of Commercial Collection
943 Services for the Service Rate set forth in Exhibit 1 ("Drive-in Charge" or "Hard to Service Area").
944 Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the
945 Collection Containers from their storage location for Collection and returning the Collection
946 Containers back to their storage location. Stinger/scout truck services provide for the retrieval of
947 Collection Containers from locations with accessibility constraints that make Containers difficult or
948 impossible to access using regular refuse collection trucks.

949 9.1.4 Manner of Collection. Contractor must provide Commercial Collection Service with
950 as little disturbance as possible and must leave any Collection Container at the same point it
951 originally located without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.

952 9.1.4.1 Purchase and Distribution of Collection Containers for new Service Units.
953 Contractor must also distribute newly painted Collection Containers as specified in Exhibit 3 to
954 new Service Units that are added to Contractor's Service Area during the term of this
955 Agreement. The size and mix of the Collection Containers will be in accordance with the service
956 agreement obtained by Contractor as set forth in this Agreement and the distribution must be
957 completed within five (5) Work Days of receipt of the request for service.

958 9.1.5 Replacement of Collection Containers. Contractor's employees must take care to
959 prevent damage to Collection Containers by unnecessary rough treatment. However, any Collection

960 Container damaged by the Contractor must be replaced by Contractor, at Contractor's expense,
961 within five (5) Work Days at no cost or inconvenience to the Service Recipient.

962 9.1.5.1 Each Commercial Service Unit is entitled to the replacement of one (1) lost,
963 destroyed, or stolen Refuse, Recyclable Materials, and Organic Waste Collection Container
964 during the initial term of this Agreement at no cost to the Service Unit. Accordingly, Contractor
965 will be compensated for the cost of those replacements in excess of one (1) Refuse, Recyclable
966 Materials, and Organic Waste Collection Container per Commercial Service Unit during the
967 initial term of the Agreement, in accordance with Bin exchange charge, as appropriate, set forth
968 in Exhibit 1. Contractor must deliver a replacement Collection Container to such Service Unit
969 within five (5) Work Days.

970 9.1.6 Repair of Collection Containers. Contractor is responsible for repair of Collection
971 Containers, including but not limited to, hinged lids, wheels and axles. Within five (5) Work Days of
972 notification by County or a Service Recipient of the need for such repairs, Contractor must repair the
973 Collection Container or if necessary, remove the Collection Container for repairs and deliver a
974 replacement Collection Container to the Service Recipient. Collection Container repair also includes
975 the removal of graffiti from the Collection Container.

976 9.1.7 Collection Container Exchange. Upon notification to Contractor by County or a
977 Service Recipient that a change in their Collection Containers is required, Contractor must deliver
978 such Collection Containers to such Service Recipient within five (5) Work Days. Each Commercial
979 Service Unit is eligible to receive one (1) free Collection Container exchange per Calendar Year
980 during the term of this Agreement. Contractor is allowed to charge the Service Unit for the cost of
981 those exchanges in excess of one (1) Collection Container exchange per Calendar Year, in
982 accordance with the appropriate Bin exchange service rate set forth in Exhibit 1 as may be adjusted
983 by County under this Agreement. Additional Collection Containers or different size Collection
984 Containers are subject to the applicable Service Rate set forth in Exhibit 1.

985 9.1.8 Newly painted Bins and Roll-off Containers. At the start of this Agreement,
986 Contractor must supply newly painted Bins and Roll-off Containers in good condition which comply
987 with Collection Container specifications in Exhibit 3. If any changes to these specifications are
988 adopted after the Effective Date that results in Contractor being required to replace Collection
989 Containers before they have been fully depreciated, Contractor will be eligible for additional
990 compensation in accordance with Section 25.2.

991 9.1.9 Ownership of Collection Containers. Ownership of Collection Containers distributed
992 by Contractor is vested in Contractor.

993 9.1.10 Cleaning of Collection Containers. Once each Calendar Year, if requested by the
994 Commercial Service Recipient, Contractor must clean all Collection Containers at the Commercial
995 Service Recipient's premises or must replace the dirty Collection Containers with clean Collection
996 Containers. Any Collection Container cleanings must be done in such a manner that results in no
997 water entering the County's storm drain system. This service must be provided at no charge to the

998 Service Recipient, so long as the service is not requested more than once per Calendar Year. In
999 addition, regardless of whether or not this cleaning is requested by the Service Recipient, Contractor
1000 will ensure that all Collection Containers are cleaned on an as-needed basis so as to maintain a
1001 clean appearance and proper function. Additional cleanings beyond once each Calendar Year will
1002 be subject to the Service Rate set forth in Exhibit 1. This Section is not applicable to the services
1003 provided in the Remote Area as long as the Remote Area continues to be exempt from the
1004 requirements of 14 CCR 18984 through 18984.13 under a low population waiver pursuant to 14
1005 CCR 18984.12(a). Notwithstanding the existence of an applicable waiver, Contractor may voluntarily
1006 elect to comply with this Section.

1007 9.1.11 Removal of Graffiti from Containers. Contractor must remove any graffiti within
1008 fourteen (14) days of being notified of, or seeing, graffiti on a Collection Container.

1009 9.2 Commercial Refuse Service.

1010 9.2.1 Conditions of Service. Contractor must provide Commercial Refuse Collection
1011 Service to any Service Units Contractor serves in the Service Area whose Refuse is properly
1012 containerized in Refuse Collection Containers, where the Refuse Collection Containers are
1013 accessible.

1014 9.2.2 Size and Frequency of Service. This service must be provided as deemed
1015 necessary and determined between Contractor and the Commercial Service Unit, but such service
1016 must be received no less than one (1) time per week with no exception for holiday(s) as set forth
1017 herein, except that Commercial Collection service scheduled to fall on a holiday may be rescheduled
1018 as determined between the Service Recipient and Contractor as long as the minimum frequency
1019 requirement is met. However, service in the Remote Area may be received no less than once every
1020 fourteen (14) days with no exception for holiday(s) as set forth herein, except that Collection service
1021 scheduled to fall on a holiday may be rescheduled as determined between the Service Unit and
1022 Contractor as long as the minimum frequency requirement is met. The size of the container and the
1023 frequency (above the minimum) of Collection will be determined between the Commercial Service
1024 Recipient and Contractor. However, size and frequency must be sufficient to provide that no Refuse
1025 need be placed outside the Collection Container. Contractor must provide Collection Containers as
1026 part of the Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients
1027 may own and provide their own Compactor provided that the Service Recipient is completely
1028 responsible for its proper maintenance, and such Compactor is of a type that is compatible with
1029 Contractor's equipment. All other Collection Containers used by Service Recipients must be owned
1030 and supplied by Contractor.

1031 9.2.3 Non-Collection. Contractor is not required to Collect any Commercial Refuse that is
1032 not placed in a Refuse Collection Container unless such Commercial Refuse is outside the Refuse
1033 Collection Container because of overflow. In the event of non-collection or overflow, Contractor must
1034 follow the steps as set forth in Section 5.6.

1035 9.2.4 Disposal Facility. Except as set forth below, all Refuse collected as a result of
1036 performing Commercial Collection Services must be transported to, and disposed of, at legally
1037 permitted Disposal Facilities. In the event a Disposal Facility is closed on a Work Day, Contractor
1038 must transport and dispose of Refuse at another legally permitted Disposal Facility. Failure to comply
1039 with this provision will result in the levy of a penalty as specified in Exhibit 4 and may result in
1040 Contractor being in default under this Agreement. County has the right to designate Disposal Facility
1041 and agrees to adjust Maximum Service Rates to reflect County's exercise of flow control rights.

1042 9.3 Commercial Recycling Service. This service is governed by the following terms and conditions:

1043 9.3.1 Conditions of Service. Contractor must provide Commercial Recycling Service to
1044 any Service Units Contractor serves in the Service Area whose Recyclable Materials are properly
1045 containerized in Recycling Collection Containers except as set forth below, where the Recycling
1046 Collection Containers are accessible. The Maximum Service Rates for Contractor's Commercial
1047 Recycling Services are set forth in Exhibit 1.

1048 9.3.2 Base Commercial Recycling Service. All Service Recipients subscribing to
1049 Commercial Refuse Collection Service that generate 2 (two) or more cubic yards of combined Solid
1050 Waste must subscribe to and receive weekly collection of Recyclable Materials at the appropriate
1051 rate set forth in Exhibit 1. The actual configuration of Recycling Collection Container sizes to be
1052 provided will be based on the total equivalent volume and configured in a manner determined by the
1053 Service Recipient in consultation with Contractor.

1054 9.3.3 Size and Frequency of Service. This service will be provided as deemed necessary
1055 and determined between Contractor and the Service Recipient, but such service must be received
1056 no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that
1057 Collection service scheduled to fall on a holiday may be rescheduled as determined between the
1058 Service Recipient and Contractor as long as the minimum frequency requirement is met. However,
1059 service in the Remote Area may be received no less than once every fourteen (14) days with no
1060 exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a
1061 holiday may be rescheduled as determined between the Service Unit and Contractor as long as the
1062 minimum frequency requirement is met. Service may be provided by Collection Container at the
1063 option of the Service Recipient. The size of the Collection Container and the frequency of Collection
1064 will be determined between the Service Recipient and Contractor. However, size and frequency
1065 must be sufficient to provide that no Recyclable Materials need be placed outside the Collection
1066 Container. Contractor will charge for Commercial Recycling Services and must provide Recycling
1067 Collection Containers at rates set forth in Exhibit 1. Service Recipients may own and provide their
1068 own Compactor provided that the Service Recipient is completely responsible for its proper
1069 maintenance, and such Compactor is of a type that is compatible with Contractor's equipment. All
1070 other Collection Containers used by Service Recipients must be owned and supplied by Contractor.
1071 This Section is not applicable to the services provided in the Remote Area as long as the Remote
1072 Area continues to be exempt from the requirements of 14 CCR 18984 through 18984.13 under a
1073 low population waiver pursuant to 14 CCR 18984.12(a). Notwithstanding the existence of an
1074 applicable waiver, Contractor may voluntarily elect to comply with this Section.

1075 9.3.4 Overages. Corrugated cardboard that will not fit inside the Recycling Collection
1076 Containers may be placed beside the Recycling Collection Containers if flattened.

1077 9.3.5 Recycling - Improper Procedure. Contractor is not required to Collect Recyclable
1078 Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial
1079 Refuse and Organic Waste. Furthermore, Contractor is not required to collect Recyclable Materials
1080 that are contaminated through commingling with Refuse or Organic Waste. To address
1081 contamination, Contractor must follow the steps as set forth in Section 5.5.

1082 9.3.6 Materials Recovery Facility. All Recyclable Materials collected as a result of
1083 performing Recycling Services must be delivered to the Materials Recovery Facility. Failure to
1084 comply with this provision will result in the levy of a penalty as specified in Exhibit 4 and may result
1085 in Contractor being in default under this Agreement. All expenses related to materials processing
1086 and marketing will be the sole responsibility of Contractor. County has the right to designate
1087 Materials Recovery Facility and agrees to adjust Maximum Service Rates to reflect County's
1088 exercise of flow control rights.

1089 9.3.7 Recycling - Changes to Services. Should changes in law arise that necessitate any
1090 additions or deletions to the services described herein including the type of items included as
1091 Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an
1092 Agreement amendment covering such modifications to the services to be performed and the
1093 compensation to be paid in accordance with Section 25.2 before undertaking any changes or
1094 revisions to such services.

1095 9.3.8 Compliance with AB 341. Contractor will develop and maintain its Commercial
1096 Recycling Service in a manner designed to assist County and the Service Recipients to achieve and
1097 maintain compliance with AB 341. Contractor will notify Service Recipients of the requirements to
1098 comply with the laws starting January 1, 2024, and each January 1st thereafter. Contractor must
1099 provide the necessary volume of Collection Service to Service Units in order to be in full compliance
1100 with the law. In conjunction with the County's ordinance supporting full compliance with AB 341 by
1101 Service Units (i.e., "generators"), Contractor will conduct in-person outreach to all non-participating
1102 commercial covered generators a minimum of once per calendar year. Failure to conduct such
1103 outreach will result in a penalty as specified in Exhibit 4. This Section is not applicable to the services
1104 provided in the Remote Area as long as the Remote Area continues to be exempt from the
1105 requirements of 14 CCR 18984 through 18984.13 under a low population waiver pursuant to 14
1106 CCR 18984.12(a). Notwithstanding the existence of an applicable waiver, Contractor may voluntarily
1107 elect to comply with this Section.

1108 9.3.9 Additional Recycling Collection Containers. Contractor must provide additional
1109 Recycling Collection Containers to Service Recipients within five (5) days of request and may charge
1110 for such additional capacity set forth in Exhibit 1 provided that additional Collection Containers are
1111 used by Service Recipients for the purposes of setting out additional Recyclable Materials for regular
1112 weekly Commercial Recycling Service.

1113 9.4 Commercial Organic Waste Collection Service. This service is governed by the following terms and
1114 conditions:

1115 9.4.1 Conditions of Service. Contractor must provide Commercial Organic Waste
1116 Collection Service to any non-exempt Service Units Contractor serves in the Service Area whose
1117 Organic Waste is properly containerized in Organic Collection Containers, except as set forth below
1118 in Section 9.4.6, where the Organic Waste Collection Containers are accessible. Contractor will
1119 conduct a site visit with each non-exempt Service Recipient to determine the specific materials to
1120 be included in the Service Recipient's Organic Waste Collection (i.e., Food Waste, Green Waste,
1121 combined Food and Green Waste). Contractor will charge for collection of Organic Waste at the
1122 appropriate rate specified in Exhibit 1. Contractor will provide a sufficient number of Collection
1123 Containers and at a collection frequency to allow for any such Service Unit to utilize the collection of
1124 Organic Waste. Commercial Organic Waste Collection will occur Monday through Saturday upon
1125 request and as necessary. County shall provide Contractor a list of the names and addresses of
1126 Service Units that are approved by County for exemption from Organic Waste Collection. This
1127 Section is not applicable to the services provided in the Remote Area as long as the Remote Area
1128 continues to be exempt from the requirements of 14 CCR 18984 through 18984.13 under a low
1129 population waiver pursuant to 14 CCR 18984.12(a). Notwithstanding the existence of an applicable
1130 waiver, Contractor may voluntarily elect to comply with this Section.

1131 9.4.2 Organic Waste Processing Services. Contractor must ensure that all Organic Waste
1132 Collected pursuant to this Agreement is diverted from the landfill in accordance with AB 939, AB
1133 1826, AB 1594, SB 1016, and SB 1383, and any subsequent or other Applicable Law, as may be
1134 amended from time to time. Contractor must ensure that the Organic Waste Collected pursuant to
1135 this Agreement is not disposed of in a landfill, except for residue resulting from processing. If the
1136 organics processing facility accepts bagged Organic Waste, then Contractor is obligated to accept
1137 bagged Organic Waste. If Contractor initially intends to collect Food Waste in bags, Contractor must,
1138 always, be prepared to accept Food Waste loose (without bagging) at the direction of the County.
1139 This Section is not applicable to the services provided in the Remote Area as long as the Remote
1140 Area continues to be exempt from the requirements of 14 CCR 18984 through 18984.13 under a
1141 low population waiver pursuant to 14 CCR 18984.12(a). Notwithstanding the existence of an
1142 applicable waiver, Contractor may voluntarily elect to comply with this Section.

1143 9.4.3 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1144 Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Organic Waste
1145 Transfer Station, that has been agreed upon by the County. Failure to comply with this provision will
1146 result in the levy of a penalty as specified in Exhibit 4 and may result in Contractor being in default
1147 under this Agreement. All expenses related to Organic Waste processing and marketing will be the
1148 sole responsibility of Contractor. County has the right to designate Organic Waste Processing
1149 Facility and agrees to adjust Maximum Service Rates to reflect County's exercise of flow control
1150 rights.

1151 9.4.4 Organic Waste Collection Frequency. Contractor must comply with CalRecycle
1152 collection frequency requirements as they may apply during the term of this Agreement. If any such

1153 changes to collection frequency are adopted after Effective Date that result in Contractor being
1154 allowed to reduce the frequency of Refuse or Organic Waste Collection, or otherwise cause
1155 Contractor to reduce its collection costs as a result in a change in Refuse or Organic Waste collection
1156 frequency, Contractor must provide County with its estimate of reduced its costs and shall make
1157 adjustments to the Maximum Service Rates. This Section is not applicable to the services provided
1158 in the Remote Area as long as the Remote Area continues to be exempt from the requirements of
1159 14 CCR 18984 through 18984.13 under a low population waiver pursuant to 14 CCR 18984.12(a).
1160 Notwithstanding the existence of an applicable waiver, Contractor may voluntarily elect to comply
1161 with this Section.

1162 9.4.5 Base Commercial Organic Waste Service. All Service Recipients subscribing to
1163 Commercial Refuse Collection Service that generate 2 (two) or more cubic yards of combined Solid
1164 Waste must subscribe to and receive weekly collection of Organic Waste. The actual configuration
1165 of Organic Waste Collection Container sizes to be provided will be based on the total equivalent
1166 volume and configured in a manner determined by the Service Recipient in consultation with
1167 Contractor. Contractor will charge for Commercial Organic Waste Collection as set forth in Exhibit 1
1168 for Commercial Organic Waste Service. This Section is not applicable to the services provided in
1169 the Remote Area as long as the Remote Area continues to be exempt from the requirements of 14
1170 CCR 18984 through 18984.13 under a low population waiver pursuant to 14 CCR 18984.12(a).
1171 Notwithstanding the existence of an applicable waiver, Contractor may voluntarily elect to comply
1172 with this Section.

1173 9.4.6 Size and Frequency of Service. This service will be provided as deemed necessary
1174 and determined between Contractor and the Service Recipient, but such service must be received
1175 no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that
1176 Collection service scheduled to fall on a holiday may be rescheduled as determined between the
1177 Service Recipient and Contractor as long as the minimum frequency requirement is met. However,
1178 service in the Remote Area may be received no less than once every fourteen (14) days with no
1179 exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a
1180 holiday may be rescheduled as determined between the Service Unit and Contractor as long as the
1181 minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the
1182 Service Recipient. The size of the container and the frequency (above the minimum) of Collection
1183 will be determined between the Customer Service Recipient and Contractor. However, size and
1184 frequency must be sufficient to provide that no Organic Waste needs be placed outside the
1185 Collection Container. Service Recipients may own and provide their own Compactor provided that
1186 the Service Recipient is completely responsible for its proper maintenance, and such Compactor is
1187 of a type that is compatible with Contractor's equipment. All other Collection Containers used by
1188 Service Recipients must be owned and supplied by Contractor. This Section is not applicable to the
1189 services provided in the Remote Area as long as the Remote Area continues to be exempt from the
1190 requirements of 14 CCR 18984 through 18984.13 under a low population waiver pursuant to 14
1191 CCR 18984.12(a). Notwithstanding the existence of an applicable waiver, Contractor may voluntarily
1192 elect to comply with this Section.

1193 9.4.7 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
1194 Waste if the Service Recipient does not separate the Organic Waste from Refuse and Recyclable
1195 Materials. Furthermore, Contractor is not required to collect Organic Waste that is contaminated
1196 through commingling with Refuse or Recyclable Materials. To address contamination, Contractor
1197 must follow the steps set forth in Section 5.5.

1198 9.4.8 Organic Waste Processing Facility. Subject to Section 9.4.3, all Organic Waste
1199 Collected as a result of performing Commercial Organic Waste Collection Services must be
1200 delivered to the Organic Waste Processing Facility. Failure to comply with this provision will result
1201 in the levy of an administrative charge as specified in this Agreement and may result in Contractor
1202 being in default under this Agreement.

1203 9.4.9 Organic Waste - Changes to Services. Should changes in law arise that necessitate
1204 any additions or deletions to the services described in this Section 9. 4 including the type of items
1205 included as Organic Waste, the parties will negotiate any necessary cost changes and will enter into
1206 an Agreement amendment covering such modifications to the services to be performed and the
1207 compensation to be paid in accordance with Section 25.2 before undertaking any changes or
1208 revisions to such services.

1209 9.4.10 Compliance with AB 1826 and SB 1383. Contractor will develop and maintain its
1210 Commercial Organic Waste Collection Service in a manner designed to assist County and Service
1211 Recipients to achieve and maintain compliance with AB 1826 and SB 1383. Contractor will notify
1212 non-exempt covered businesses of the requirements to comply with the law annually starting
1213 January 1, 2023. Contractor will offer to provide the volume of collection service that covered
1214 businesses require to be in compliance with the law. In conjunction with the County's ordinance
1215 supporting full compliance with AB 1826 , SB 1383 and AB 827 by Service Units (i.e., "generators"),
1216 Contractor will conduct in-person outreach to all non-participating non-exempt commercial covered
1217 generators as specified in Section 15.2. Failure to conduct such outreach will result in a penalty as
1218 specified in Exhibit 4. This Section is not applicable to the services provided in the Remote Area as
1219 long as the Remote Area continues to be exempt from the requirements of 14 CCR 18984 through
1220 18984.13 under a low population waiver pursuant to 14 CCR 18984.12(a). Notwithstanding the
1221 existence of an applicable waiver, Contractor may voluntarily elect to comply with this Section.

1222 9.4.11 Additional Organic Waste Collection Containers. Contractor must provide additional
1223 Organic Waste Collection Containers to Service Recipients at the rates listed in Exhibit 1 provided
1224 that additional Collection Containers are used by Service Recipients for the purposes of setting out
1225 additional Organic Waste materials for regular weekly Organic Waste Collection Service. This
1226 Section is not applicable to the services provided in the Remote Area as long as the Remote Area
1227 continues to be exempt from the requirements of 14 CCR 18984 through 18984.13 under a low
1228 population waiver pursuant to 14 CCR 18984.12(a). Notwithstanding the existence of an applicable
1229 waiver, Contractor may voluntarily elect to comply with this Section.

1230

Article 10. Additional Services

1231 10.1 C&D debris and other temporary Collection Service. This service is governed by the following terms
1232 and conditions:

1233 10.1.1 Conditions of Service. Upon request of a customer, Contractor must provide C&D
1234 debris and other temporary Collection Service on a temporary on-call basis.

1235 10.1.2 Charges for Bin or Roll-off Containers must be in accordance with Exhibit 1 of this
1236 Agreement.

1237 10.1.3 Frequency of Service. C&D debris and other temporary Collection Service must
1238 be provided within seven (7) Work Days of receipt of the request.

1239 10.1.4 Contractor must provide customers with C&D debris and other temporary
1240 Collection Service with as little disturbance as possible and without obstructing alleys, roadways,
1241 driveways, sidewalks, or mailboxes. Contractor may only place Roll-off Containers in strict
1242 adherence with any County right-of-way requirements.

1243

Article 11. Collection Routes

1244 11.1 Service Routes. Upon request from County, Contractor must provide County with route sheets and
1245 digital mapping data (if applicable) precisely defining Collection routes, together with the days and the
1246 anticipated times at which Collection will regularly commence.

1247 11.2 Collection Route Audits. County reserves the right to conduct audits of Contractor's Collection
1248 routes. Contractor must cooperate with County in connection therewith, including permitting County
1249 employees or agents, designated by the Agreement Administrator, to ride in the Collection Vehicles to
1250 conduct the audits. Contractor has no responsibility or liability for the salary, wages, benefits, or worker
1251 compensation claims of any person designated by the Agreement Administrator to conduct such audits.

1252 11.3 Route Sheet Update. Contractor must provide County with updated route sheets upon request and
1253 automatically whenever a route is changed by more than 20% to show the addition and/or subtraction of
1254 Service Units.

1255

1256

Article 12. Minimum Performance and Diversion Standards

1257 12.1 Agreement Extension. To receive a Term extension set forth in Section 2.2 of this Agreement,
1258 Contractor must meet or exceed the following annual minimum performance and diversion standards in
1259 each Calendar Year beginning January 2025.

1260 12.2 Performance Standards. Assessment of penalties and charges, as set forth in Exhibit 4 of this
1261 Agreement, totaling less than \$50,001 in any one (1) Calendar Year.

1262 12.3 Minimum Diversion Standards. Contractor must meet the requirements set forth in Article 8.

1263 12.4 No Current Default. Contractor is not currently in default of the Agreement.

1264 12.5 Route Reviews.

1265 12.5.1 General Requirement. At least once annually, beginning in 2024, Contractor shall
1266 conduct a Route Review for each Contractor route. The number of Containers to review per
1267 Contractor route shall be calculated on the basis of the number of Refuse accounts provided
1268 service by a specific Contractor route for one week. For example, "Route A" collects Refuse from
1269 250 accounts, 4 days per week for a total of 1,000 accounts per week; include a minimum of 25
1270 accounts for Route Review of "Route A". For each Route Review of a Contractor route, Contractor
1271 shall inspect at least the following minimum number of Containers but may inspect more if
1272 Contractor deems necessary; and shall inspect all Containers placed for collection (including
1273 Recycling Containers, Organics Containers, and Refuse Containers). Each inspection shall involve
1274 lifting the Container lid and observing the contents but shall not require Contractor to disturb the
1275 contents or open any bags. Contractor may select the Containers to be inspected at random, or (if
1276 mutually agreed with County) by any other method not prohibited under 14 CCR Section 18984.5.
1277 For the avoidance of doubt, Contractor shall not be required to annually inspect every Container
1278 on a Contractor route. Contractor shall include the results of each Route Review in its next regularly
1279 scheduled report to County, as required by Article 17.

1280

| Route Size (# Refuse accounts/ week) | Minimum Number of Containers |
|--------------------------------------|------------------------------|
| Less than 1,500 | 25 |
| 1,500-3,999 | 30 |
| 4,000-6,999 | 35 |
| 7,000 or more | 40 |

1281

1282 12.5.2 Notice of Contamination. If Contractor observes Prohibited Container
1283 Contaminants in a Container during a Route Review comprising ten percent or more of observable
1284 container volume, Contractor shall notify the customer of the violation in writing. The written notice
1285 shall include information regarding the requirement to properly separate materials into the
1286 appropriate Containers. The notice may be left on the customer's Container, gate, or door at the
1287 time the violation is discovered, and/or be mailed, e-mailed, electronically messaged or delivered
1288 personally to the customer within 30 days. Contractor may dispose of the contents of any Container
1289 found to contain Prohibited Container Contaminants and may charge a contamination fee listed in
1290 Exhibit 1. The notice shall be provided in English and Spanish and must be approved by the County
1291 prior to use.

1292 12.6 Compliance Reviews.

1293 12.6.1 General Requirement. At least once annually, beginning in 2024, Contractor shall
1294 review the records of its Service Recipients in County that are subscribed for at least two (2) cubic
1295 yards per week of combined Solid Waste, Organic Waste and Recyclable Materials service, to

1296 determine whether such Service Recipients are subscribed for Organic Waste collection service or
1297 have an applicable waiver. Contractor shall include the results of each compliance review in its
1298 next regularly scheduled report to County, as required by Article 17.

1299 12.6.2 Site Visit Requirement. Based on Contractor's review of the list of customers
1300 requiring site visit compiled in accordance with Section 12.6.1 above, Contractor shall conduct an
1301 annual site visit to each Service Unit in County that is determined to not be enrolled in 3-container
1302 organic waste collection service and not be eligible for a waiver based on the County determination,
1303 to encourage those businesses to sign up for SB 1383 compliant Organics Waste service and
1304 provide educational material about the law's requirements.

1305 12.6.3 Monitoring, Assistance with Enforcement.

1306 12.6.3.1 Annually complete a compliance review of all Refuse accounts for Service
1307 Recipients in accordance with 12.6.1 above.

1308 12.6.3.2 Coordinate with the County on their established waiver process.

1309 a) Waivers must be updated to meet 14 CCR Section 18984.11 and County
1310 Ordinance Code and all waiver requests verified via inspection. Contractor to
1311 provide County with recommendation to either approve or deny the waiver
1312 request. Waiver form and format subject to County approval.

1313 b) Contractor to provide list and contact information for businesses not signed up for
1314 Organic Waste Collection Service that lack a waiver on an annual basis.

1315 12.6.3.3 14 CCR Section 18984.5 (b) Route Reviews: Conduct a route review for
1316 prohibited container contaminants on randomly selected collection route annually. Containers
1317 may be randomly selected along a Contractor route. This Section should not be construed to
1318 require that every container on a Contractor route must be sampled annually.

1319 a) The foregoing may be conducted using camera technology.

1320 b) Contractor is required to provide written notice upon discovering contaminants
1321 (left at door, gate and/or through mail, email, or electronic message)

1322 c) Contractor to report instances of contamination discovered via route reviews or
1323 other regular activities to County for enforcement action.

1324 d) Contractor to report businesses that meet edible food recovery qualifications and
1325 are not donating edible food if discovered during regular site visits to County for
1326 enforcement.

1327 12.7 Billing Audit and Performance Reviews.

1328 12.7.1 Contractor Shall Review its Billings to all Service Recipients. The purpose of the
1329 review is to determine the amount which the Contractor is billing each Service Recipient is correct
1330 regarding the level of service (i.e., frequency of collection, size of container, location of container)
1331 at the rates approved by Board of Supervisors resolution or as authorized by the Director as set
1332 forth in Section 6.1. The Contractor shall review Service Recipient accounts not less than annually
1333 and provide a written certification to the County that all such billing is correct. The documentation
1334 of the review, as well as verification that any errors have been corrected, should be provided to the
1335 County annually.

1336 12.7.2 Selection and Cost. County may conduct billing audit and performance reviews
1337 (together, "reviews") of Contractor's performance during the term of this Agreement, as provided
1338 herein. The reviews will be performed by the County or a qualified firm under contract to County.
1339 County will have the final responsibility for the selection of the firm. County may conduct reviews
1340 at any time during the term of the Agreement. County and Contractor agree to each pay fifty percent
1341 (50%) of the cost of the audits and performance reviews.

1342 12.7.2.1 Full Reviews During Initial Term. County may conduct two (2) full reviews
1343 with costs apportioned as stated in Section 12.7.2 during the Initial Term of this Agreement.
1344 The purpose of these full reviews will be as described in Section 12.7.3.

1345 12.7.2.2 Full Review During Extension Period. In the event Contractor is granted
1346 an extension to the Term, as described in Section 2.2, County may conduct one (1) additional
1347 full review during each of the five (5) year extension periods. The purpose of this full review is
1348 described in Section 12.7.3. For each of these full reviews, costs will be apportioned as stated
1349 in Section 12.7.2.

1350 12.7.3 Purpose. The reviews will be designed to verify Service Recipient billing rates have
1351 been properly calculated and correspond to the level of service received by the Service Recipient,
1352 verify Contractor is correctly billing for all services provided, Regulatory Fees and other fees
1353 required under this Agreement have been properly calculated and paid to County, verify
1354 Contractor's compliance with the reporting requirements and performance standards of this
1355 Agreement, verify the diversion percentages reported by Contractor, and verify any other provisions
1356 of the Agreement. County (or its designated consultant) may utilize a variety of methods in the
1357 execution of this review, including, but not limited to, analysis of relevant documents, on-site and
1358 field observations, and interviews. County (or its designated consultant) will review and document
1359 the items in the Agreement that require Contractor to meet specific performance standards, submit
1360 information or reports, perform additional services, or document operating procedures, that can be
1361 objectively evaluated. This information will be documented and formatted in a "compliance
1362 checklist" with supporting documentation and findings tracked for each of the identified items. The
1363 review will specifically include a determination of Contractor's compliance with the diversion
1364 requirements of Article 8, and the public outreach and education requirements of [Article 15](#). County
1365 (or its designated consultant) may review the customer service functions and structure utilized by
1366 Contractor. This may include Contractor's protocol for addressing Service Recipient complaints
1367 and service interruption procedures. Complaint logs may be reviewed, along with procedures and

1368 systems for tracking and addressing complaints. On-site and field observations by County (or its
1369 designated consultant) may include, but are not necessarily limited to:

1370 12.7.3.1 Interviews and discussions with Contractor's administration and
1371 management personnel.

1372 12.7.3.2 Review and observation of Contractor's customer service functions and
1373 structure.

1374 12.7.3.3 Review of public education and outreach materials.

1375 12.7.3.4 Interviews and discussions with Contractor's financial and accounting
1376 personnel.

1377 12.7.3.5 Interviews with route dispatchers, field supervisors and managers.

1378 12.7.3.6 Interviews with route drivers.

1379 12.7.3.7 Interviews with vehicle maintenance staff and observation of maintenance
1380 practices.

1381 12.7.3.8 Review of on-route Commercial Collection Services, including observation
1382 of driver performance and collection productivity and visual inspection of commercial routes
1383 before and after collection to evaluate Collection Container placement and cleanliness of
1384 streets.

1385 12.7.4 Contractor's Cooperation. Contractor shall cooperate fully with the review and
1386 provide all requested data, including operational data, financial data and other data reasonably
1387 requested by County within fifteen (15) Work Days of the request.

1388 12.7.5 Additional Billing Audit and Performance Review. If the Billing Audit and
1389 Performance Review determines Contractor is not in compliance with all terms and conditions of
1390 this Agreement and such non-compliance is material, Contractor is subject to administrative fees
1391 and penalties as described in Exhibit 4 as well as reimbursement to the County for the full cost of
1392 the audit plus any underpayments discovered during the Audit. Additionally, County may conduct
1393 an Additional Billing Audit and Performance Review beyond the two (2) specified in Section 12.7.2,
1394 to ensure that Contractor has cured any such area of non-compliance. Contractor will be
1395 responsible for the cost of any such Additional Billing Audit and Performance Review for a
1396 maximum cost of One-hundred Twenty Thousand Dollars (\$120,000) (starting on July 1, 2024 and
1397 each January 1 thereafter, with the maximum cost for the review adjusted annually by the change
1398 in the CPI). For the purposes of a determination of non-compliance under this Agreement, Audit
1399 findings which result in underpayments of \$100,000 or more shall be deemed material.

1400 12.7.6 County Requested Program Review. County reserves the right to require
1401 Contractor to periodically conduct reviews of the Refuse, Recycling, and Organic Waste Collection

1402 Service programs, provided that such reviews are reasonable and can be accomplished at no
1403 additional cost to Contractor and without interfering with Contractor's operations. Such reviews
1404 could assess one or more of the following performance indicators: average volume of Recyclable
1405 Materials per set out per Service Recipient, average volume of Organic Waste per set out per
1406 Service Recipient, participation level, contamination levels, etc. Prior to the program evaluation
1407 review, County and Contractor will meet and discuss the purpose of the review and agree on the
1408 method, scope, and data to be provided by Contractor.

1409 12.8 Cooperation with Other Program Reviews. Contractor shall cooperate with County and/or its
1410 agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to
1411 investigate Service Recipient participation levels and setout volumes and/or evaluate and monitor program
1412 results related to Refuse, Recyclable Materials and Organic Waste collected in County by Contractor,
1413 provided such cooperation can be accomplished at no additional cost to Contractor and without interfering
1414 with Contractor's operations.

1415 Article 13. Collection Equipment

1416 13.1 General Provisions. All equipment used by Contractor in the performance of services under this
1417 Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality
1418 standards. Collection vehicles must be designed and operated so as to prevent collected materials from
1419 escaping from the vehicles. Hoppers must be closed on top and on all sides with screening material to
1420 prevent collected materials from leaking, blowing, or falling from the vehicles. All trucks and containers must
1421 be watertight and must be operated so liquids do not spill during Collection or in transit.

1422 13.2 Bulky Items. Vehicles used for Collection of Bulky Items may not use compactor mechanisms or
1423 mechanical handling equipment that may damage reusable goods or release Freon or other gases from
1424 pressurized appliances.

1425 13.3 Collection Vehicles. Contractor may not use any Collection Vehicle exceeding ten (10) years of age
1426 beyond the manufacturing date during the Term and shall phase out high carbon vehicles first. Contractor
1427 shall register all new Collection Vehicles under this Agreement to its address within the County and shall
1428 report all purchases of Collection Vehicles under this Agreement as attributable to the County for sales tax
1429 purposes. Collection Vehicles must utilize low carbon ("alternative") fuel, which must be renewable natural
1430 gas, LNG, CNG, or electric unless otherwise authorized by the County. If during the Term, new technologies
1431 are available, such as hybrid or electric powered collection vehicles, the County or the Contractor may
1432 request/negotiate implementation of such new collection vehicles, with a corresponding change to the
1433 Maximum Service Rates to reflect additional cost or savings. During the Term, to the extent required by
1434 law, Contractor shall provide its Collection Vehicles to be in full compliance with all Applicable Laws,
1435 including State and Federal clean air requirements that are adopted or proposed to be adopted, including,
1436 but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed
1437 to be contained in California Code of Regulations, title 13, sections 2020 et seq., the Federal EPA's Highway
1438 Diesel Fuel Sulfur regulations and all other applicable air pollution control laws.

1439 13.4 Collection Vehicle Technology. Contractor must use Collection Vehicles fitted with GPS tracking
1440 devices that can also record start and stop times, vehicle locations, and maximum speed. Contractor shall
1441 furnish to the County, at no additional cost or expense, any software and equipment necessary for County
1442 to track the location of Collection Vehicles in real time and to generate reports as needed. Collection
1443 Vehicles must also be fitted with cameras or sensors programmed to automatically take photos, record or
1444 detect contamination and/or “third eye” safety monitoring with collision or near-collision detection, failure to
1445 observe traffic signs, hard braking, hard acceleration, animal impacts, failure to use seatbelts, failure to
1446 scan roadways or intersections, unsafe lane changes, unsafe passing, improper cellular telephone use,
1447 food or drink distractions, speeding, and driver drowsiness or sleeping. Where applicable, photos taken by
1448 vehicles will be date and location stamped, to document violations, including contamination, overfilling, and
1449 lids not closed. GPS, camera, and monitoring data specified hereunder must be accessible by County, with
1450 12-month retention of information and accessible to the County upon request.

1451 13.5 Collection Vehicle Size Limitations / Overweigh Vehicle Charge. Contractor may not use any
1452 Collection Vehicle in violation of weight limitations in Applicable Law. The Contractor may exceed the
1453 Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the
1454 prior written consent of the Agreement Administrator. The limited time may not exceed one hundred and
1455 twenty (120) days. Contractor must report all instances of overweight vehicles to County as part of its
1456 quarterly Regulatory Fees submittal described in Section 4.2, and as part of its Annual Reports to the
1457 County described in Section 17.3. Contractor may be assessed administrative charges as specified in
1458 Exhibit 4 because of exceeding an overweight vehicle rate of five percent (5%) in any Calendar Year during
1459 the term of the Agreement. The overweight vehicle rate will be calculated as the total number of overweight
1460 Collection Vehicle instances during the Calendar Year, divided by the total number of Collection Vehicle
1461 loads transported during the Calendar Year. Prior to collecting administrative charges for overweight
1462 vehicles, the County shall afford Contractor a reasonable opportunity to provide the Agreement
1463 Administrator documentation of the extraordinary circumstance that caused the overweight vehicles.
1464 Extraordinary circumstances in this case may include, but not limited to, heavy rains or high winds creating
1465 increased Green Waste generation, rain to accumulate in open Collection Containers, or normal Collection
1466 routes to be delayed or shortened due to extreme weather conditions. The Agreement Administrator shall
1467 have authority to consider Contractor’s documentation and uphold and collect the assessed charge, to
1468 reduce the charge, or waive and dismiss the charge. The Agreement Administrator shall also have the
1469 authority to waive charges in advance of an anticipated, or in response to an actual, emergency event.

1470 13.6 Registration; Inspection. All vehicles used by Contractor in providing Commercial Collection
1471 Services under this Agreement, except those vehicles used solely on Contractor’s Premises, are to be
1472 registered with the California Department of Motor Vehicles. In addition, each such vehicle must be
1473 inspected by the California Highway Patrol in accordance with Applicable Law., Within two (2) Work Days
1474 of a request from the Agreement Administrator, Contractor must provide County a copy of its vehicle
1475 maintenance log and any safety compliance report, including, but not limited to, any report issued under
1476 California Vehicle Code sections 34500 et seq.

1477 13.7 Safety Markings. All Collection equipment used by Contractor must have appropriate safety
1478 markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and

1479 warning flags. All such safety markings must be in accordance with the requirements of the California
1480 Vehicle Code, as may be amended from time to time.

1481 13.8 Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without repetition
1482 and must have Contractor's name, Contractor's customer service telephone number, and the number of
1483 the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of
1484 each vehicle. All Collection Vehicles shall display the words "Servicing the County of Ventura" in letters no
1485 less than two inches (2") high. No advertising is permitted other than the name of Contractor, its logo and
1486 registered service marks, except promotional advertisement of the Recyclable Materials and Organic Waste
1487 programs, which is encouraged. County to approve any promotional material of the Recyclable Materials
1488 and Organic Waste Programs affixed to or painted on Contractor's Collection Vehicles and may require
1489 such promotion to be utilized from time to time to encourage correct recycling, reduce contamination, and
1490 provide relevant education. Contractor must repaint all vehicles (including vehicles striping) during the term
1491 of this Agreement on a frequency as necessary to maintain a positive public image as reasonably
1492 determined by the Agreement Administrator, but not less often than once every five (5) years.

1493 13.9 County Message Display. At the Contractor's sole expense, up to three (3) Collection Vehicles
1494 operating full-time within the Service Area, shall display County messaging or advertising, either related or
1495 unrelated to Solid Waste, of the County's choice. The County shall be able to change the messaging on
1496 each Collection Vehicle up to two (2) times per year per a quarterly basis. This section does not apply to
1497 the Remote Area.

1498 13.10 Vehicle Certification. For each Collection Vehicle used in the performance of services under this
1499 Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to Part 5 of
1500 Division 26 of the California Health and Safety Code (Section 43000 et seq.) and regulations promulgated
1501 thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle
1502 Code (Section 34500 et seq.) and the regulations promulgated thereunder, as applicable to the vehicle.
1503 Contractor must maintain copies of such certificates and reports and must make such certificates and
1504 reports available for inspection upon request by the Agreement Administrator. At least annually, Contractor
1505 must submit to the Agreement Administrator verification that each of the Contractor's Collection Vehicles
1506 has passed the California Heavy Duty Vehicle Inspection. Thereafter, Contractor must cause each vehicle
1507 in Contractor's Collection fleet to be tested annually in the California Heavy Duty Inspection Program and
1508 must, upon request, submit written verification to County within ten (10) Work Days of the completion of
1509 such test. Contractor may not use any vehicle that does not pass such inspection.

1510 13.11 Equipment Maintenance. Contractor must always maintain Collection equipment in a clean
1511 condition and in good repair. All parts and systems of the Collection equipment must operate properly and
1512 be maintained in a condition satisfactory to County. Contractor must wash all Collection Vehicles at least
1513 once a week.

1514 13.12 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles. The log
1515 must always be accessible to County by physical inspection upon request of Agreement Administrator, and
1516 must show, at a minimum, each vehicle Contractor assigned identification number, date purchased or initial

1517 lease, dates of performance of routine maintenance, dates of performance of any additional maintenance,
1518 and description of additional maintenance performed.

1519 13.13 Equipment Inventory. On or before January 1, 2024, Contractor shall provide to County an
1520 inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation
1521 and performance of services under this Agreement. The inventory must indicate each Collection Vehicle by
1522 Contractor assigned identification number, DMV license number, the age of the chassis and body, type of
1523 fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the
1524 decibel rating and the maintenance and rebuild status. Contractor must submit to the Agreement
1525 Administrator, either by fax or e-mail, an updated inventory annually to the County or more often at the
1526 request of the Agreement Administrator. Each inventory must also include the tare weight of each vehicle
1527 as determined by weighing at a certified scale used by Contractor. Each vehicle inventory must be
1528 accompanied by a certification signed by Contractor that all Collection Vehicles meet the requirements of
1529 this Agreement.

1530 13.14 Reserve Equipment. Contractor shall always have reserve Collection equipment able to be put into
1531 service and operation within one (1) hour of any breakdown. Such reserve equipment must correspond in
1532 size and capacity to the equipment used by the Contractor to perform the contractual duties.

1533 Article 14. Contractor's Office

1534 14.1 Contractor's Office. Contractor's office must be equipped with enough telephones such that all
1535 Collection Service-related calls received during normal business hours are answered by an employee within
1536 five (5) rings. The office must have responsible persons in charge during Collection hours and must be
1537 open during such normal business hours, 7:00 a.m. to 5:00 p.m. on Monday through Friday and Saturday
1538 (8 a.m. to 12 p.m.) during Collection Service hours. Contractor must provide either a local or toll-free
1539 telephone number that connects to the call center described in Section 14.2, and a telephone answering
1540 service or mechanical device to receive Service Recipient inquiries during those times when the office is
1541 closed. Calls received after normal business hours must be addressed the next Work Day morning.

1542 14.2 Customer Service Call Center. Contractor must maintain a Customer Service call center. Such
1543 office must be equipped with enough telephones that all customer service-related calls received during
1544 normal business hours, 7:00 a.m. to 6:00 p.m. on Monday through Friday and Saturday during Collection
1545 Service hours (8 a.m. to 12 p.m.), are answered by an employee within five (5) rings.

1546 14.3 Emergency Contact and Response. Contractor must provide the Agreement Administrator with an
1547 emergency phone number where the Contractor can be reached outside of the required office hours.
1548 Contractor shall equip at least one truck with a two-way radio or telephone that is always available for
1549 emergency response or to respond to Service Recipient complaints. Contractor shall report any accident,
1550 as defined by State of California Vehicle Code Section 16000, to County within one (1) business day of
1551 occurrence.

1552 14.4 Multilingual/TDD Service. Contractor must always maintain the capability of responding to
1553 telephone calls in English and such other languages as County may direct. Contractor must always maintain

1554 the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD)
1555 Services. Website shall be in at least English and Spanish, though inclusion of Mandarin and Vietnamese
1556 is preferred.

1557 14.5 Service Recipient Calls. During office hours, Contractor must maintain a telephone answering
1558 system capable of accepting at least five (5) incoming calls at one time. Contractor must record all calls
1559 including any inquiries, service requests and complaints into a customer service log. All incoming calls will
1560 be answered at the local office or call center within five (5) rings. Any call “on-hold” exceeding 1.5 minutes
1561 must have the option to remain “on-hold” or request a “call-back” from a customer service representative.
1562 Contractor’s customer service representatives must return Service Recipient calls. For all messages left
1563 before 3:00 p.m., all “call backs” must be attempted a minimum of one time prior to 5:00 p.m. on the day of
1564 the call. For messages left after 3:00 p.m., all “call backs” must be attempted a minimum of one (1) time
1565 prior to noon the next Work Day. Contractor must make minimum of three (3) attempts within one (1) Work
1566 Day of the receipt of the call. If Contractor is unable to reach the Service Recipient on the next Work Day,
1567 Contractor must send a postcard, email or text, as indicated by the Service Recipient to the Service
1568 Recipient on the second Work Day after the call was received, indicating that the Contractor has attempted
1569 to return the call.

1570 Article 15. Contractor Support Services

1571 15.1 Sustainability/Compliance Representative. Contractor will hire staff, including at least one
1572 Sustainability/Compliance Representatives available to the County as of the Commencement Date, to
1573 conduct site visits and provide outreach and education, as needed, in support of meeting Diversion
1574 requirements and State mandates under Applicable Law in the Service Area, as may be amended. The
1575 Sustainability/Compliance Representatives shall be available as needed to meet with the County and
1576 conduct site visits to implement Recycling and Organics programs in the Service Area at least four days a
1577 week throughout the year. County may request monthly meetings with Contractor to discuss problems or
1578 issues such as Collection or Recycling programs, Billing or Service Recipient service issues, and day to
1579 day operations. County and Contractor agree to meet and confer to reevaluate the ongoing need for one
1580 Sustainability/Compliance Representatives on or around August 1, 2025. This section does not apply to the
1581 Remote Area.

1582 15.2 Sustainability and Compliance Plan. Contractor, at its own expense, must prepare, submit, and
1583 implement an annual (Calendar Year) Sustainability and Compliance Plan (“Plan”), which will guide
1584 Contractor’s staffs’ work efforts. This Plan will include measures to meet diversion targets, increase
1585 diversion, and increase participation of Service Recipients in recycling and organics diversion programs,
1586 and should target certain Recyclable Materials or “problem” areas, including recycling and organics sorting
1587 and contamination, within Contractor’s Service Area where improvements can be maximized. Planned
1588 outreach and education services, and outreach materials should be included as part of the Plan and
1589 updated annually. Targets of outreach should be based on local trends and recycling patterns from data
1590 obtained by both the County and Contractor. Contractor will maintain current and state-of-the-art public
1591 outreach and education services throughout the term of this Agreement by providing outreach materials to
1592 Service Recipients electronically (via email and social media). Contractor must submit first year draft Plan

1593 to the County prior to the Commencement Date and by July 1st each year thereafter for the term of the
1594 Agreement. County shall review and provide revisions to draft Plan within thirty (30) days of receipt.
1595 Contractor must revise and submit final Plan to County by December 1, 2023 for first year and then by
1596 September 1 each year thereafter for the Term. This section does not apply to the Remote Area.

1597 15.3 County-Specific Website. Contractor shall maintain an interactive County-specific website that fully
1598 explains the Contractor's current services and rates, the diversion options available, and allows Service
1599 Recipients to submit service changes, inquiries, complaints, or queries. The website must describe and
1600 promote the use of the available Recyclable Materials and Organics services. Contractor's local website
1601 must provide information specific to the County's programs. The website must include all information
1602 required under Applicable Law. Contractor will ensure information provided on the website is maintained
1603 and up to date. Content will include proper container set out, educational materials, newsletters, and
1604 program descriptions. This section does not apply to the Remote Area.

1605 15.4 Recycling Resources. Contractor shall maintain an accurate list of recyclable materials on its
1606 website and promote proper recycling to all Service Recipients. Contractor shall consult, collaborate, and
1607 coordinate its recycling outreach and educational materials and activities with the County and incorporate
1608 the County's input on the Contractor's recycling resources and programs.

1609 15.5 Waste Audits. Contractor shall complete Recycling and Solid Waste audits for ten (10) Service
1610 Recipients per month and provide recommendations to Service Recipients on how to improve overall
1611 resource efficiency. This section does not apply to the Remote Area.

1612 15.6 Compliance Reporting. Contractor shall report contaminations and overage issues via the Waste
1613 Reporting System.

1614 15.7 Right-sizing Containers. Contractor must right-size Collection Containers to maximize diversion
1615 from Service Recipients.

1616 15.8 Education and Outreach Materials. Contractor must implement public education and outreach in
1617 conformance with Applicable Law and in coordination with the County. Contractor will work with County to
1618 identify which special events will be attended. Contractor, together with County, shall work with local media
1619 to ensure information on new programs, events, recycling, organics etc. is communicated to the community.
1620 Contractor shall use a variety of options such as local paper, news, websites, social media, and civic groups
1621 to distribute information and education about County Solid Waste and recycling programs, and events.
1622 Contractor shall distribute educational material to Service Recipients a minimum of once a quarter by mail
1623 or electronically. Contractor shall provide Service Recipients four (4) quarterly direct mailed newsletters
1624 with program implementation compliant with Applicable Law. Materials will be provided in at least English
1625 and Spanish, though inclusion of Mandarin and Vietnamese is preferred. These materials should include
1626 all of the following:

1627 15.8.1 Information on the customer's requirements to properly separate materials in
1628 appropriate containers.

1629 15.8.2 8.1.2. Information on methods for: the prevention of Organic Waste generation,
1630 recycling Organic Waste on-site, and any other local requirements regarding Organic Waste.

1631 15.8.3 8.1.3. Information regarding the methane reduction benefits of reducing the landfill
1632 disposal of Organic Waste, and the methods of Organic Waste recovery contemplated by the
1633 Agreement.

1634 15.8.4 8.1.4. Information regarding how to recover Organic Waste.

1635 15.8.5 8.1.5. Information related to the public health and safety and environmental
1636 impacts associated with the landfill disposal of Organic Waste.

1637 15.8.6 8.1.6. Information regarding County-issued De Minimis and Space Constraint
1638 Waivers.

1639
1640 Contractor shall provide educational materials to customers discovered to be out of compliance with the 14
1641 CCR Section 18985.1 requirements and report a list of such customers as well as actions taken to the
1642 County on a periodic basis as required by County.

1643 15.9 Service Recipient Personnel Training. Contractor shall advise and educate appropriate personnel
1644 (management, employees, janitors, etc.) at Service Units on methods and recommendations to increase
1645 recycling and decrease landfilling including best practices for recycling, waste reduction and availability,
1646 and use of in-house recycling containers.

1647 15.10 Available Services Notice and Information. At least annually, Contractor must publish and distribute
1648 (by mail or electronically) a notice to all Service Units regarding the full range of services offered. The notice
1649 must contain at a minimum (i) definitions of the materials to be Collected, (ii) procedures for setting out
1650 materials, (iii) the days when Commercial Refuse Collection Services, Recycling Services, and Organic
1651 Waste Collection Services will be provided, (iv) Contractor's local customer service phone number, (v)
1652 instructions on the proper filling of Containers, (vi) instructions as to what materials may or may not be
1653 placed in Recyclable Materials or Organic Waste Containers, (vii) how to select Container sizes to maximize
1654 diversion, (viii) participation in Recycling and Organic Waste programs, (ix) the fees for overage and
1655 Contamination in the event of non-compliance, (x) the availability of on-Premises Collection Services, and
1656 (xiv) all information required under Applicable Law. The notice must be provided in English and Spanish,
1657 and other languages as directed by the County, and must be distributed by Contractor no later than
1658 December 15 of each previous year, prior to going into effect January 1 of each new year.

1659 15.11 Approach to Meeting County's Diversion Requirements. Contractor must document approach to
1660 meeting County's diversion requirements by specific diversion program type (Commercial Recyclable
1661 Material, Organic Waste, Bulky Items, etc.) and must relate to both specific and public education programs.
1662 This must include an implementation schedule showing the specific programs and tasks, milestones, and
1663 time frames for meeting the diversion requirements. This Section is not applicable to the services provided
1664 in the Remote Area as long as the Remote Area continues to be exempt from the requirements of 14 CCR
1665 18984 through 18984.13 under a low population waiver pursuant to 14 CCR 18984.12(a). Notwithstanding
1666 the existence of an applicable waiver, Contractor may voluntarily elect to comply with this Section.

1667 15.12 Tonnage Table. Contractor must provide as part of the Plan, a tonnage table segregated by
1668 Commercial and Additional Services that estimates tonnages for Recyclable Material and Organic Waste
1669 delivered and processed, and the estimated residual tonnages for each calendar year of the Agreement.

1670 15.13 Environmental Stewardship. Contractor must describe all environmental management policies and
1671 activities related to the Solid Waste collection service, including the use of Alternative Fuel Vehicles,
1672 reduction of air emissions and wear and tear on the County's streets, use of recycled products throughout
1673 operations, internal waste reduction and reuse protocol, water and resource conservation activities within
1674 facilities (design, construction and operation), compliance with laws governing e-waste, hazardous waste,
1675 and u-waste, and use of non-toxic products when possible.

1676 15.14 News Media Relations. Contractor will work with local media to ensure information is communicated
1677 to community (new programs, events, recycling information, etc.). Contractor to use options, such as; local
1678 newspaper, radio/television news outlets, websites and social media. Contractor will notify the Agreement
1679 Administrator by e-mail or phone of all requests for news media interviews related to the services covered
1680 under this Agreement within one (1) Work Day of Contractor's receipt of the request. When practicable,
1681 before responding to any inquiries involving controversial issues or any issues likely to affect participation
1682 or Service Recipient's perception of services, Contractor will discuss Contractor's proposed response with
1683 the County Agreement Administrator.

1684 15.15 News Media Requests. Contractor will notify the Agreement Administrator by e-mail or phone of all
1685 requests for news media interviews related to the services covered under this Agreement within one (1)
1686 Work Day of Contractor's receipt of the request. When practicable, before responding to any inquiries
1687 involving controversial issues or any issues likely to affect participation or Service Recipient's perception of
1688 services, Contractor will discuss Contractor's proposed response with the Agreement Administrator.

1689 15.15.1 Copies of draft news releases or proposed trade journal articles that use the name
1690 of County or relate to the services provided hereunder must be submitted to the Agreement
1691 Administrator for prior review and approval at least five (5) working days in advance of release, except
1692 where Contractor is required by any law or regulation to submit materials to any regulatory agency in
1693 a shorter period of time, in which case Contractor must submit such materials to County
1694 simultaneously with Contractor's submittal to such regulatory agency.

1695 15.15.2 Copies of articles resulting from media interviews or news releases that use the
1696 name of County or relate to the services provided hereunder must be provided to the County within
1697 five (5) days after publication.

1698 15.16 Annual Recycling Awards. Contractor will recognize outstanding participation in Recycling and/or
1699 Organic Waste programs by identifying "recycling all-stars" for recognition at a Board of Supervisors
1700 meeting during each November, beginning November 2024. This Section is not applicable to the services
1701 provided in the Remote Area as long as the Remote Area continues to be exempt from the requirements
1702 of 14 CCR 18984 through 18984.13 under a low population waiver pursuant to 14 CCR 18984.12(a).
1703 Notwithstanding the existence of an applicable waiver, Contractor may voluntarily elect to comply with this
1704 Section.

1705 15.17 Acceptable & Unacceptable Materials Labeling. Contractor must affix to each Recycling and
1706 Organics Collection Container a sticker that clearly lists Acceptable materials to be placed in these
1707 containers as well as unacceptable material. Stickers must be replaced annually and include any updates
1708 in the list of Acceptable materials, Exhibit 5.

1709 15.18 Programs and Services. Contractor must provide additional educational and outreach services and
1710 programs as requested by County at a price to be mutually agreed upon between the Contractor and the
1711 Agreement Administrator. In the event Contractor and the Agreement Administrator cannot reach a mutually
1712 agreed upon price for the requested service or program, County has the right to procure the service of other
1713 vendors or contractors to provide the requested service.

1714 15.19 Operations Plans. Contractor must provide the County with written documents constituting a
1715 Customer Service Plan, Outreach and Education Plan and Collection Service Operations Plan (taken
1716 altogether "Operations Plans") that present the specific collection, processing, customer service and
1717 outreach and education programs that will be implemented in the County. Contractor must submit its first-
1718 year draft Operations Plans to the County November 1, and by July 1st each year thereafter for the term of
1719 the Agreement, inclusive of any extensions. County shall review and provide comments to draft Operations
1720 Plans within fifteen (15) days of receipt. Contractor must revise and submit final Operations Plan to County
1721 for approval by December 1, 2023 for first year and then by September 1 each year thereafter for the Term,
1722 inclusive of all extensions. Failure to present and secure approval of the aforementioned plans to the County
1723 by the applicable deadlines as well as non-adherence to the plans constitute a material breach of this
1724 Agreement. For any disputes that arise regarding an Operation Plan which prevents County approval, the
1725 Parties agree to work collaboratively, in good faith, to resolve the dispute. If those efforts do not resolve the
1726 dispute, the Parties agree to submit the dispute to arbitration as set forth in Section 24.7 of this Agreement.

1727 Article 16. Emergency Service

1728 16.1 Revised Services During an Emergency. In the event of a major storm, earthquake, fire, natural
1729 disaster, or other such event, the Agreement Administrator may grant the Contractor a variance from regular
1730 routes and schedules, which will not be withheld unreasonably. As soon as practicable after such event,
1731 Contractor must advise the Agreement Administrator when it is anticipated that normal routes and
1732 schedules can be resumed. The Agreement Administrator will try through the local news media to inform
1733 the public when regular services may be resumed. The clean-up from some events may require that
1734 Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime
1735 hours to clean debris resulting from the event. Contractor will receive additional compensation, above the
1736 normal compensation contained in this Agreement, to cover the costs of rental equipment, additional
1737 personnel, overtime hours and other documented expenses based on the Maximum Service Rates set forth
1738 in Exhibit 1 provided Contractor has first secured written authorization and approval from County through
1739 the Agreement Administrator. County will be given equal priority and access to resources as with other
1740 jurisdictions served by Contractor.

1741 16.2 Disaster Recovery Support. In the event of a tornado, major storm, earthquake, fire, natural
1742 disaster, or other such event, Contractor agrees to provide disaster recovery support upon request by

1743 Agreement Administrator. This may include additional hauling of debris, special handling such as wrapping
1744 waste in plastic (i.e., "burrito wrapping"), temporary storage of debris where feasible, additional disposal,
1745 use of different transfer and disposal facilities, and documentation of debris type, weight, and diversion.
1746 Contractor should follow protocol laid out in the County's Draft Disaster Debris Plan and any subsequent
1747 County or County Disaster Debris Plans, as applied to Solid Waste hauling and handling.

1748 Article 17. Record Keeping and Reporting Requirements

1749 17.1 Record Keeping. Notwithstanding Article 42 herein:

1750 17.1.1 Accounting Records. Contractor must maintain full, complete and separate
1751 financial, statistical and accounting records, pertaining to cash, billing, and provisions of all
1752 Commercial Collection Services, prepared on an accrual basis in accordance with generally
1753 accepted accounting principles. Such records will be subject to audit, copy, and inspection. Gross
1754 receipts derived from provision of the Commercial Collection Services, whether such services are
1755 performed by Contractor or by a subcontractor or subcontractors, will be recorded as revenues in
1756 the accounts of Contractor. The Contractor shall keep and preserve, during the Term of this
1757 Agreement, and for a period of not less than four (4) years following expiration or other termination
1758 hereof, full, complete and accurate records, including all cash, billing and disposal records, as
1759 indicated in the Agreement.

1760 17.1.2 County Inspection. At any reasonable time requested, the County shall have the
1761 right to inspect, and Contractor shall make available, all equipment, trucks, vehicles, and containers
1762 used by Contractor in the Service Area. At its request, and upon not less than twenty-four (24)
1763 hours advanced written notice, the County shall also have the right to inspect and audit Contractor's
1764 books and records to verify information contained therein, or which should have been reported
1765 therein, the reports required this Article 17 or to verify the payment of appropriate County fees
1766 pursuant to Article 4. The costs of such audits and inspections shall be borne by the Contractor
1767 when inaccuracies in Contractor's books and records result in a material difference in what should
1768 have been reported pursuant to Article 4. For purposes of this Section, a material difference shall
1769 mean a difference of five percent (5%) or more.

1770 17.1.3 Financial and Accounting Records. County reserves the right to request audited,
1771 reviewed, or compiled financial statements prepared by an independent Certified Public
1772 Accountant, or as may be provided by Contractor or its parent company. In the event that Contractor
1773 does not maintain separate financial or accounting records prepared specifically for services
1774 provided under this Agreement, Contractor may use industry standard allocation methods to
1775 provide financial information as applicable to the service provided under this Agreement.

1776 17.1.4 Agreement Materials Records. Contractor must maintain records of the quantities
1777 of (i) Commercial Solid Waste Collected and disposed under the terms of this Agreement, (ii)
1778 Recyclable Materials, by type, Collected, purchased, processed, sold, donated or given for no
1779 compensation, and residue disposed under the terms of this Agreement, and (iii) Organic Waste

1780 by type, Collected, purchased, processed, sold, donated or given for no compensation, and residue
1781 disposed under the terms of this Agreement.

1782 17.1.5 Other Records. Contractor must maintain all other records reasonably related to
1783 provision of Commercial Collection Services, whether or not specified in this Agreement.

1784 17.1.6 Report Format. All reports to be submitted in a format approved by the County,
1785 including electronic data submission in the Waste Reporting System and in a format specified by
1786 the County.

1787 17.2 Quarterly Reporting.

1788 17.2.1 General. Quarterly reports currently include those required by Ventura County
1789 Ordinance Code Sections 4780-4 and 4792-6, as may be amended. Quarterly reports must be
1790 submitted no later than 5 p.m. PT on the last day of the month following the end of Quarter in which
1791 the receipts are collected and must be provided electronically using software acceptable to the
1792 County. If the last day of the month falls on a day that County is closed or a Holiday, then the report
1793 will be due on the next business day. Failure to submit complete quarterly reporting by the due date
1794 will result in penalties as specified in Exhibit 4.

1795 17.2.2 Payments. The payment report must include an accounting of Contractor's Gross
1796 Revenues received during the preceding Quarter, and the Regulatory Fees payable to County.

1797 17.2.3 Tonnage and Service Data. In a County-approved format, Contractor must report
1798 the number of unique Commercial accounts serviced, the number of unique County accounts
1799 serviced, tonnage of Refuse, Recyclable Materials and Organic Waste collected and processed for
1800 diversion broken down by Container type, Residual amounts from Recycling and Organic Waste
1801 Diversion operations that are landfilled.

1802 17.2.4 Overweight Vehicle Reporting. The quarterly report must include a summary total
1803 of all instances of overweight Collection Vehicles. This summary must include the number of
1804 overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle
1805 loads transported during the reported quarter.

1806 17.2.5 Non-Collection. The quarterly report must include a summary of each Service Unit
1807 receiving a Non-Collection Notice in the previous quarter along with a description for the Non-
1808 Collection Notice.

1809 17.2.6 On-hold. The quarterly report must include each Service Unit that was not billed in
1810 the previous quarter due to vacation hold, vacancy etc.

1811 17.2.7 Collection Overage Charges. The quarterly report must include each Service Unit
1812 incurring a charge for a Solid Waste Overage in the previous quarter.

1813 17.2.8 Contamination Reporting. To the extent required by Applicable Law, the quarterly
1814 report must include a summary of all instances of qualifying contamination under the procedures
1815 in Section 5.5. This summary must include the total number of accounts where contamination
1816 occurred, the total number of Contamination Violation Notices issued by Contractor to Service
1817 Recipients, a list of accounts where such notices occurred, and the total number of instances where
1818 Collection Container size or Collection frequency was increased specifically due to contamination.
1819 Within twenty (20) Work Days of request by County, Contractor will provide copies of the
1820 Contamination Violation Notices and the digital documentation of contamination.

1821 17.2.9 Service Recipient Complaint Log. The quarterly report must include the Service
1822 Recipient call log collected from the previous quarter.

1823 17.3 Annual Reporting.

1824 17.3.1 General. An annual report must be submitted no later than 5 p.m. PT on January
1825 31, 2024 and each January 31st thereafter for the previous Calendar Year. If January 31st falls on
1826 a day that County is closed, then the report will be due on the next business day. Annual reports
1827 must be submitted electronically in software acceptable to the County. Failure to submit complete
1828 annual reporting by the due date will result in penalties as specified in Exhibit 4. Annual reports to
1829 County must include the following.

1830 17.3.2 Summary Narrative. A summary narrative of problems encountered with Collection
1831 and processing activities and actions taken. Indicate type and number of Non-Collection Notices
1832 left at Service Recipient locations. Indicate instances of property damage or injury, significant
1833 changes in operation, market factors, publicity conducted, needs for publicity. Include description
1834 of processed material loads rejected for sale, reason for rejection and disposition of load after
1835 rejection.

1836 17.3.3 Diversion Rate. Contractor must provide documentation acceptable to County, in
1837 its reasonable judgment, stating and supporting the Calendar Year's Diversion Rate, as calculated
1838 in accordance with the provisions of Article 8. Any tonnages diverted and disposed from large
1839 venues and events during the reporting period will be counted towards the calculated diversion
1840 rate.

1841 17.3.4 GHG Reduction Efforts. Contractor shall provide a list of items allowing
1842 quantification of Contractor's efforts towards the reduction of greenhouse gases (GHGs) with
1843 accompanying measured impacts.

1844 17.3.5 Financial Statements. Contractor must submit annual financial statements for the
1845 local operation. Statements need not be reviewed or audited statements.

1846 17.3.6 Annual Sustainability and Compliance Report. Contractor must complete and
1847 submit data sections within their Sustainability and Compliance Plan to document education and
1848 outreach conducted, public event participation, school visits, compliance notices mailed, site visits,

1849 waste audits completed, information distributed, and media used, and community events hosted.
1850 This must include public education activities undertaken during the year, including distribution of
1851 bill inserts, collection notification tags, community information and events, tours and other activities
1852 related to the provision of Commercial Collection Services, and must discuss the impact of these
1853 activities on recycling program participation and include amounts collected from Service Units. The
1854 report should include a complete list of all non-exempt accounts, which includes each non-exempt
1855 account's status as a "covered generator" under Applicable Law, the date and status of Contractor's
1856 outreach efforts at each non-exempt account, and the current level of Recycling and Organics
1857 program participation at each non-exempt account. The Annual Sustainability and Compliance
1858 Report shall also include the following information pertaining to annual route reviews and
1859 compliance reviews described in Sections 12.5 and 12.6. This section does not apply to the Remote
1860 Area.

1861 17.3.6.1 The date the review was conducted.

1862 17.3.6.2 The name and title of each person conducting the review.

1863 17.3.6.3 A list of the account names and addresses covered by the review.

1864 17.3.6.4 For Route Reviews, a description of each Contractor route reviewed,
1865 including Contractor's route number and a description of the Contractor route area.

1866 17.3.6.5 For Route Reviews, the results of such review (i.e., the addresses where
1867 any Prohibited Container Contaminants were found), and any photographs taken.

1868 17.3.6.6 For Compliance Reviews, the results of such review (i.e., Contractor's
1869 findings as to whether the customers reviewed are subscribed for Organic Waste collection
1870 service, have an applicable waiver, or neither), and any relevant evidence supporting such
1871 findings (e.g. account records).

1872 17.3.6.7 Copies of any educational materials issued pursuant to such reviews.
1873 Additionally, Contractor shall include documentation relating to observed Prohibited Container
1874 Contaminants, whether observed during route reviews or otherwise:

1875 17.3.6.8 Copies of the form of each notice issued to customers for Prohibited
1876 Container Contaminants, as well as, for each such form, a list of the customers to which such
1877 notice was issued, the date of issuance, the customer's name and service address, and the
1878 reason for issuance (if the form is used for multiple reasons). This information will also be
1879 provided monthly to any other government entity approved by the County.

1880 17.3.6.9 The number of times notices were issued to customers for Prohibited
1881 Container Contaminants.

1882 17.3.6.10 The number of Containers where the contents were disposed due to
1883 observation of Prohibited Container Contaminants.

1884 17.3.6.11 A description of Contractor's process for determining the level of Container
1885 contamination under the Agreement.

1886 17.3.6.12 Reports to County on customers discovered to be out of compliance with
1887 Section 18984.5(b), including a list of the customers, the type of violation, actions taken to
1888 educate those customers, and contact information for those customers. Such reports shall be
1889 provided periodically as required by County.

1890 17.3.7 Summary of Programs. An analysis of any Recycling and Organic Waste
1891 Collection, processing and marketing issues or conditions (such as participation, setouts,
1892 contamination, etc.) and possible solutions. This section does not apply to the Remote Area.

1893 17.3.8 Solid Waste Data. The number of Service Units by type and the number of
1894 Collection Containers distributed by size and Service Unit type.

1895 17.3.9 Waste Characterization Data. A breakdown of Solid Waste (Refuse, Recycling,
1896 and Organics) by material type as per CalRecycle material classifications.

1897 17.3.10 Recycling Data. Gross tons Collected daily on average by material type by route
1898 for Commercial and County Recycling service, with map of routes. The average participation rates
1899 by quarter relative to the total number of Service Units by Service Unit type. Indicate, by material
1900 type (and grade where appropriate), annual totals of Recyclable Materials processed including
1901 facility name and location, average cost or price received per ton and total recycling cost or revenue
1902 received for the year. Indicate any quantities, by material type, donated or otherwise disbursed
1903 without compensation. Indicate number of Recycling Collection Containers distributed by size and
1904 Service Unit type. Also provide annual totals and location for residue disposed.

1905 17.3.11 Organic Waste Data. Include average daily gross tons Collected by route,
1906 separated by Green Waste and Food Waste, with map of routes. Include the total number of Service
1907 Recipients that receive each type of Organic Waste Collection Service provided by the Contractor.
1908 Indicate average daily number of set outs by route. Indicate average participation rates relative to
1909 the total number of Service Units in terms of weekly set out counts. Indicate number of Organic
1910 Waste Collection Containers distributed by size and Service Unit type. Indicate, by material type,
1911 annual totals of Organic Materials processed including facility name and location, average cost or
1912 price received per ton and total organics cost or revenue received for the year. Provide totals and
1913 location for Residue Disposed. Include the number of route reviews conducted for prohibited
1914 contaminants and the number of Non-Collection Notices issued to Service Recipients in
1915 accordance with Applicable Law. This Section is not applicable to the services provided in the
1916 Remote Area as long as the Remote Area continues to be exempt from the requirements of 14
1917 CCR 18984 through 18984.13 under a low population waiver pursuant to 14 CCR 18984.12(a).
1918 Notwithstanding the existence of an applicable waiver, Contractor may voluntarily elect to comply
1919 with this Section.

1920 17.3.12 Customer Service Log. A copy of the customer service log, including a summary
1921 of the type and number of complaints and their resolution. Copies of a written record of all calls
1922 related to missed pickups and responses to such calls.

1923 17.3.13 Customer Service Information Sheet. A copy of Contractor’s most recent Customer
1924 Service Information Sheet (i.e., customer call center “cheat sheet”) for the County or the equivalent
1925 information used by customer service representatives.

1926 17.3.14 Overweight Vehicle Data. A summary of all instances of overweight Collection
1927 Vehicles. This summary must also include the number of overweight vehicle instances as a
1928 percentage of the total number of Collection Vehicle loads transported during the Calendar Year.

1929 17.3.15 Collection Container and Vehicle Inventory. An updated complete inventory of
1930 Collection Containers by type and size, and an updated complete inventory of Collection Vehicles
1931 including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,
1932 license plate number, fuel type and vehicle make and model.

1933 17.3.15.1 Compliance Data Required under Applicable Law. Contractor must report
1934 the total number of Service Units serviced and the number of containers, container sizes and
1935 frequency of collection for Refuse, Recyclable Materials and Organic Waste for each non-
1936 exempt Commercial Service Unit. Contractor must also provide the following information
1937 separately: the total number of non-exempt Service Units that fall under the thresholds set
1938 under Applicable Law (see AB 341 and AB 1826), and the total number of those non-exempt
1939 Service Units that are not subscribed to Commercial Recycling Collection Service or
1940 Commercial Organics Collection Service

1941 17.3.15.2 Outreach Summary. A summary of the type of follow-up outreach that was
1942 provided to those non-exempt Service Units that are not subscribed to Commercial Recycling
1943 Collection Service or Commercial Organics Collection Service.

1944 17.3.16 Training Records. Contractor shall provide proof of training records for Service
1945 Recipient personnel, emergency procedures, Customer Service Courtesy, and how to recognize
1946 Illicit Discharges and stormwater pollution sources.

1947 17.4 CalRecycle Reports. Contractor will provide reasonable assistance to County in preparing annual
1948 reports to CalRecycle (the “Electronic Annual Report” or EAR), including, but not limited to, supplying
1949 required data for preparation of the reports, and completing all required data input in the Waste Reporting
1950 System.

1951 17.4.1 In the event that CalRecycle requires County to report an Implementation
1952 Schedule to comply with any Applicable Law, Contractor will provide assistance to County in
1953 preparing a report, including Contractor’s policies and procedures related to compliance with
1954 Applicable Law and how Recyclable Materials or Organic Waste are collected, a description of the
1955 geographic area, routes, list of addresses served and a method for tracking contamination, copies

1956 of route audits, copies of notice of contamination, copies of notices, violations, education and
1957 enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters,
1958 website, and social media.

1959 17.5 Waste Characterization Audit. Contractor must conduct statistically valid waste audits of Service
1960 Recipients' waste once annually, including Recycling, Refuse, and Organic Waste, and provide
1961 characterization data to the County as part of its Annual Report (Section 17.3). Material types and guidance
1962 should follow CalRecycle requirements and/or recommendations.

1963 17.6 Additional Reporting. Contractor must furnish County with any additional reports as may reasonably
1964 be required, such reports to be prepared within a reasonable time following the reporting period.

1965 Article 18. Nondiscrimination

1966 18.1 Nondiscrimination. In the performance of all work and services under this Agreement, Contractor
1967 may not discriminate against any person based on such person's race, sex, gender, gender identity, color,
1968 national origin, religion, marital status, or sexual orientation. Contractor must comply with all applicable
1969 local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting
1970 discrimination in employment.

1971 Article 19. Service Inquiries and Complaints

1972 19.1 Contractor's Customer Service. All service inquiries and complaints will be directed to Contractor.
1973 A representative of Contractor must be available to receive the complaints during normal business hours.
1974 Customer Service training shall include courtesy, shall prohibit the use of loud or profane language, and
1975 shall instruct Collection crews to perform the work quietly. Contractor shall use its best efforts to assure that
1976 all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall
1977 respond to customer complaints within twenty-four (24) hours of receipt, Holidays and weekends excluded.
1978 Cases must be addressed and resolved within three (3) Work Days. In the case of a dispute between
1979 Contractor and a Service Recipient, the matter will be reviewed, and a decision made by the Agreement
1980 Administrator.

1981 19.2 Contractor will utilize an electronic customer service log to maintain a record of all inquiries and
1982 complaints in a form approved by County. At a minimum, the log shall include a description of the complaint,
1983 the date the complaint was received, the staff person who received the complaint, the name, telephone
1984 number and address of the complainant, the actions the Contractor took to resolve the complaint (including
1985 date of action(s)), and the date of resolution (if different than the date of the actions taken). Contractor shall
1986 compile a customer complaint log summary in a format approved by Director and shall submit to Director
1987 with the Quarterly Reports referenced in Section 17.2. The Contractor shall retain a record of each
1988 complaint for a minimum of three (3) years from the time the first complaint was received.

1989 19.3 For those complaints related to missed Collections, where Containers are properly and timely set
1990 out, that are received by 12:00 noon on a Work Day, Contractor will return to the Service Unit address and
1991 Collect the missed materials before leaving the Service Area for the day. For those complaints related to

1992 missed Collections received after 12:00 noon on a Work Day, Contractor will have until the end of the
1993 following Work Day to resolve the complaint. For those complaints related to repair or replacement of
1994 Collection Containers, the appropriate Sections of this Agreement will apply.

1995 19.4 Contractor agrees that it is in the best interest of County that all Refuse, Recyclable Materials, and
1996 Organic Waste be collected on the scheduled Collection day. Accordingly, missed Collections will normally
1997 be Collected as set forth above regardless of the reason that the Collection was missed. However, in the
1998 event a Service Recipient requests missed Collection service more than two (2) times in any consecutive
1999 two (2) month period the Agreement Administrator will work with Contractor to determine an appropriate
2000 resolution to that situation. In the event Contractor believes any complaint to be without merit, Contractor
2001 will notify the Agreement Administrator, by e-mail. The Agreement Administrator will investigate all disputed
2002 complaints and render a decision.

2003 19.5 Contractor's service and emergency telephone numbers must be accessible by a local (County)
2004 phone number or toll-free number. The service telephone number(s) must be listed in the area's telephone
2005 directories under Contractor's name in the White Pages and available through an online search and listed
2006 on the Contractor's website.

2007 Article 20. Quality of Performance of Contractor

2008 20.1 Intent. Contractor acknowledges and agrees that one of County's primary goals in entering into this
2009 Agreement is to ensure Commercial Collection Services are of the highest caliber, Service Recipient
2010 satisfaction remains at the highest level, maximum diversion levels are achieved, and materials Collected
2011 are put to the highest and best use to the extent possible.

2012 20.2 Administrative Charges and Penalties. Quality performance by the Contractor is of primary
2013 importance. Accordingly, Contractor agrees to pay County administrative charges and penalties as detailed
2014 in Exhibit 4 should Contractor fail to meet its responsibilities under this Agreement. Should Contractor be
2015 in breach of the requirements set forth in this Agreement, it is mutually understood and agreed the public
2016 will necessarily suffer damages and such damages, from the nature of the default in performance will be
2017 extremely difficult and impractical to fix. County finds, and the Contractor agrees, that, as of the time of the
2018 execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of
2019 damages which will be incurred by County as a result of a breach by Contractor of its obligations under this
2020 Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited
2021 to, the fact that: (i) substantial damage results to members of the public who are denied services or denied
2022 quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration and deprivation of
2023 the benefits of this Agreement to individual members of the general public for whose benefit this Agreement
2024 exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise
2025 monetary terms; (iii) services might be available at substantially lower costs than alternative services, and
2026 the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to
2027 calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other
2028 remedies are, at best, a means of future correction and not remedies making the public whole for past
2029 breaches.

2030 20.3 Procedure for Review of Administrative Charges. The Agreement Administrator may assess
2031 administrative charges and penalties as specified in Exhibit 4 pursuant to this Agreement quarterly. At the
2032 end of each quarter during the term of this Agreement, the Agreement Administrator will issue a written
2033 notice to Contractor (“Notice of Assessment”) of the administrative charges assessed and the basis for
2034 each assessment.

2035 20.3.1 The assessment will become final unless, within ten (10) calendar days of the date
2036 of the notice of assessment, Contractor provides a written request for a meeting with the County
2037 Administrator to present evidence that the assessment should not be made.

2038 20.3.2 The Agreement Administrator will schedule a meeting between Contractor and the
2039 County Administrator as soon as reasonably possible after timely receipt of Contractor’s request.

2040 20.3.3 The County Administrator will review Contractor’s evidence and render a decision
2041 sustaining or reversing the administrative charges as soon as reasonably possible after the
2042 meeting. Written notice of the decision will be provided to Contractor.

2043 20.3.4 In the event Contractor does not submit a written request for a meeting within ten
2044 (10) calendar days of the date of the Notice of Assessment, the Agreement Administrator’s
2045 determination will be final.

2046 20.3.5 County’s assessment or collection of administrative charges will not prevent
2047 County from exercising any other right or remedy, including the right to terminate this Agreement,
2048 for Contractor’s failure to perform the work and services in the manner set forth in this Agreement.

2049 20.4 Uncontrollable Circumstances.

2050 20.4.1 If either party is prevented from or delayed in performing its duties under this
2051 Agreement by circumstances beyond its control, whether or not foreseeable, including, without
2052 limitation, acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather,
2053 freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or
2054 threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public
2055 riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint
2056 or other causes, whether of the kind enumerated or otherwise, not reasonably within the control of
2057 the affected party, then the affected party will be excused from performance hereunder during the
2058 period of such disability.

2059 20.4.2 The party claiming excuse from performance must promptly notify the other party
2060 when it learns of the existence of such cause, including the facts constituting such cause, and when
2061 such cause has terminated.

2062 20.4.3 The interruption or discontinuance of services by a party caused by circumstances
2063 outside of its control will not constitute a default under this Agreement.

Article 21. Performance Bond

2064

2065 21.1 Within ten (10) Business Days from the date the Board of Supervisors approves this Agreement,
2066 Contractor must furnish to County, and keep current, a performance bond, for the faithful performance of
2067 this Agreement and all obligations arising hereunder. From January 1, 2024, and so long as this Agreement
2068 or any extension thereof remains in force, Contractor must maintain a performance bond in the amount of
2069 one hundred thousand dollars (\$100,000).

2070 21.2 The performance bond must be executed by a surety company licensed to do business in the State
2071 of California; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list
2072 of surety companies approved by the Treasurer of the United States, in a County-approved format.

2073 21.3 In the event County draws on the bond, all of County's costs of collection and enforcement of the
2074 Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

2075 21.4 The Performance Bond must automatically renew annually for the entire term of the Agreement.

Article 22. Insurance

2076

2077 22.1 Insurance Policies. Contractor must secure and maintain throughout the term of this Agreement
2078 insurance against claims for injuries to persons or damages to property which may arise from or in
2079 connection with Contractor's performance of work or services under this Contract. Contractor's performance
2080 of work or services includes performance by Contractor's employees, agents, representatives, and
2081 subcontractors.

2082 22.2 Minimum Scope of Insurance. Insurance coverage must be at least this broad:

2083 22.2.1 Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive
2084 General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form
2085 Comprehensive General Liability; or Insurance Services Office Commercial General Liability
2086 coverage ("occurrence" form CG 0001), including X, C, U where applicable.

2087 22.2.2 Insurance Services Office Form No. CA 0001 (Ed. 12/93) covering Automobile
2088 Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage must
2089 also include code 8, "hired autos" and code 9 "non-owned autos".

2090 22.2.3 Workers' Compensation insurance as required by the California Labor Code and
2091 Employers Liability Insurance.

2092 22.2.4 Environmental Pollution Liability Insurance.

2093 22.3 Minimum Limits of Insurance. Contractor must maintain insurance limits no less than:

2094 22.3.1 Comprehensive General Liability: \$3,000,000 combined single limit per occurrence
2095 for bodily injury, personal injury, and property damage. If Commercial General Liability insurance

2096 with a general aggregate limit is used, either the general aggregate limit will apply separately to
2097 this Agreement, or the general aggregate limit must be \$5,000,000.

2098 22.3.2 Automobile Liability: \$10,000,000 combined single limit per accident for bodily
2099 injury and property damage.

2100 22.3.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as
2101 required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

2102 22.3.4 Environmental Pollution Liability: \$3,000,000 per occurrence and \$5,000,000
2103 aggregate, with five (5) years tail coverage. Coverage shall include bodily injury or property damage
2104 arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or
2105 escape of pollutants resulting from Contractor's operations.

2106 22.3.5 If Contractor maintains higher limits than the minimum shown above, the County
2107 requires and shall be entitled to coverage for the higher limits maintained by the Service Provider.
2108 Any available insurance proceeds exceeding the specified minimum limits of insurance and
2109 coverage shall be available to the County.

2110 22.4 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared
2111 to County's risk manager. Should County form a reasonable belief Contractor may be unable to pay any
2112 deductibles or self-insured retentions, Contractor must procure a bond guaranteeing payment of losses and
2113 related investigations, claim administration and defense expenses in an amount specified by County's risk
2114 manager.

2115 22.5 Endorsements. The policies are to contain, or be endorsed to contain, the following provisions:

2116 22.5.1 General Liability, Automobile and Environmental Liability Coverage.

2117 22.5.1.1 County, its officers, employees, agents, and contractors are to be covered
2118 as additional insureds as respects: Liability arising out of activities performed by, or on behalf
2119 of, Contractor; products and completed operations of Contractor; Premises owned, leased or
2120 used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The
2121 coverage must contain no special limitations on the scope of protection afforded to County, its
2122 officers, employees, agents and contractors.

2123 22.5.1.2 Contractor's insurance coverage must be primary insurance as respects
2124 County, its officers, employees, agents, and contractors. Any insurance, or self-insurance
2125 maintained by County, its officers, employees, agents, or contractors will be in excess of
2126 Contractor's insurance and will not contribute with it.

2127 22.5.1.3 Any failure to comply with reporting provisions of the policies will not affect
2128 coverage provided to County, its officers, employees, agents, or contractors.

2164 22.11 Failure to maintain insurance. Should Contractor fail to obtain or maintain insurance as required by
2165 this Agreement, Contractor shall have seven (7) days to cure the defect, during which time County shall
2166 have the option, but not the obligation, to, at Contractor's sole expense: (i) hire replacement waste
2167 Collection Services to perform Contractor's tasks until insurance coverage is resumed; or (ii) obtain
2168 replacement insurance coverage during said cure period. Should Contractor fail to correct this defect,
2169 County shall have the option to terminate this Agreement immediately.

2170 Article 23. Hold Harmless and Indemnification

2171 23.1 Hold Harmless for Contactor's Damages. Contractor holds County, its elected officials, officers,
2172 agents, employees, and volunteers harmless from all of Contractor's claims, demands, lawsuits, judgments,
2173 damages, losses, injuries or liability to Contractor, to Contractor's employees, to Contractor's contractors
2174 or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or liability occur
2175 during the work or services required under this Agreement, or performance of any activity or work required
2176 under this Agreement.

2177 23.2 Defense and Indemnity of Third-Party Claims/Liability. Contractor shall indemnify, defend with legal
2178 counsel approved by County, and hold harmless County, its officers, officials, employees, and volunteers
2179 ("County Indemnitees") from and against all liability including, but not limited to, loss, damage, expense,
2180 cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees
2181 of litigation) of every nature arising out of, or in connection with, Contractor's performance of work
2182 hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss
2183 or damage which is caused by the active negligence or willful misconduct of County. Should conflict of
2184 interest principles preclude a single legal counsel from representing both County and Contractor, or should
2185 County otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse County its
2186 costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs
2187 and fees of litigation. The Contractor shall promptly pay County any final judgment rendered against County
2188 (and its officers, officials, employees, and volunteers) with respect to claims covered by this Section. It is
2189 expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive
2190 as is permitted by the law of the State of California and will survive termination of this Agreement.
2191 Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage,
2192 demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was
2193 caused in part or contributed to by a County Indemnitee. However, without affecting the rights of County
2194 under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless
2195 County for liability attributable to the active negligence of County, provided such active negligence is
2196 determined by agreement between the parties or by findings of a court of competent jurisdiction. In
2197 instances where County is shown to have been actively negligent and where County's active negligence
2198 accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire
2199 portion or percentage of liability not attributable to the active negligence of County.

2200 23.3 Nonwaiver. County does not waive, nor shall be deemed to have waived, any indemnity, defense
2201 or hold harmless rights under this Section because of the acceptance by County, or the deposit with County,
2202 of any insurance certificates or policies described in Article 22.

2203 23.4 Diversion Indemnification. Subject to the requirements of Public Resources Code section 40059.1,
2204 which will control in the event of any conflict with the provisions of this Section, Contractor agrees to defend
2205 and indemnify County Indemnitees with counsel selected by Contractor and approved by County, to pay all
2206 attorneys' fees, and to indemnify and hold County Indemnitees harmless from and against all fines or
2207 penalties imposed by the CalRecycle if the diversion goals specified in California Public Resources Code
2208 section 41780, as it may be amended, are not met by County with respect to the Materials Collected by
2209 Contractor and if the lack in meeting such goals are attributable to the failure of Contractor to implement
2210 and operate the recycling or diversion programs or undertake the related activities required by this
2211 Agreement. In the event CalRecycle provides an administrative process to challenge the imposition of a
2212 compliance order, a fine, or fines, Contractor will be responsible for engaging any consultants or attorneys
2213 necessary to represent County in any challenge. Contractor will be responsible for the retention of and
2214 payment to any consultants engaged to perform waste generation studies (diversion and disposal). All
2215 consultants and attorneys engaged hereunder are subject to the agreement of County and Contractor.

2216 23.5 Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with counsel
2217 reasonably approved by County), protect and hold harmless the County Indemnitees from and against any
2218 and all claims of any kind whatsoever paid, suffered or incurred by or against the County Indemnitees
2219 resulting from any action or response action undertaken pursuant to CERCLA, the Carpenter-Presley-
2220 Tanner Hazardous Substance Account Act of 1981, Health & Safety Code Sections 25300 et seq., or other
2221 similar federal, state or local law or regulation with respect to Solid Waste or Hazardous Waste Collected
2222 and Disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant
2223 to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect, hold
2224 harmless and indemnify the County Indemnitees from all forms of liability under CERCLA, the Carpenter-
2225 Presley-Tanner Hazardous Substance Account Act of 1981 with respect to Solid Waste or Hazardous
2226 Waste Collected and Disposed of by Contractor.

2227 23.6 Proposition 218 Release. County intends to comply with all applicable laws concerning the
2228 Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made
2229 a good faith determination that the Maximum Service Rates for the Solid Waste collection services provided
2230 under this Agreement are not subject to California Constitution Articles XIIC and XIID because, among
2231 other reasons, such services are provided by a private corporation and not by County pursuant to Article 5,
2232 Contractor independently establishes the rates for services within the limits established in this Agreement,
2233 the receipt of services is voluntary and not required of any property within County, and any owner or Service
2234 Recipient of property within County has the opportunity to avoid the services available under this Agreement
2235 either through self-hauling or use of property in such a manner that Solid Waste is not generated.
2236 Accordingly, Contractor agrees to hold harmless and release the County Indemnitees from and against any
2237 and all claims Contractor may have against the County Indemnitees resulting in any form from the Maximum
2238 Service Rates provided for under this Agreement or in connection with the application of California
2239 Constitution Article XIIC and Article XIID to the imposition, payment or collection of the rates under this
2240 Agreement. This Section will survive the expiration or termination of this Agreement for ~~C~~laims arising
2241 prior to the expiration or termination of this Agreement.

2242 23.7 Consideration. It is specifically understood and agreed that the consideration inuring to Contractor
2243 for the execution of this Agreement consists of the promises, payments, covenants, rights, and
2244 responsibilities contained in this Agreement.

2245 23.8 Obligation. This Agreement obligates Contractor to comply with the foregoing indemnification and
2246 release provisions; however, the collateral obligation of providing insurance must also be satisfied as set
2247 forth in this Agreement. The provision of insurance, and the coverage limits therein, shall not in any way be
2248 a limitation on Contractor's indemnification and defense obligations.

2249 23.9 Subcontractors. Contractor must require all subcontractors performing work in the County to enter
2250 into a contract containing the provisions set forth in Article 23 in which contract the subcontractor fully
2251 indemnifies County in accordance with this Agreement.

2252 23.10 Exception. Notwithstanding other provisions of this Agreement, Contractor's obligation to
2253 indemnify, hold harmless and defend County, its officers and employees will not extend to any loss, liability,
2254 penalty, damage, action, or suit arising or resulting solely from acts or omissions constituting active
2255 negligence, willful misconduct, breach of this Agreement, or violation of law on the part of County, its
2256 officers, or employees.

2257 23.11 Damage by Contractor. If Contractor's employees or subcontractors cause any injury, damage, or
2258 loss to County property, including, but not limited to, County streets or curbs, excluding normal wear and
2259 tear, Contractor must reimburse County for County's cost of repairing or replacing such injury, damage, or
2260 loss. Such reimbursement is not in derogation of any right of County to be indemnified by Contractor for
2261 any such injury, damage, or loss. With the prior written approval of County, Contractor may repair the
2262 damage at Contractor's sole cost and expense. Any injury, damage or loss to private property caused by
2263 the negligent or willful acts or omissions of Contractor to private property must be repaired or replaced by
2264 Contractor at Contractor's sole expense. Disputes between Contractor and its Service Recipients or private
2265 property owners relating to damage to private property are civil matters and complaints of damage will be
2266 referred to Contractor as a matter within its sole responsibility and as a matter within the scope of Article
2267 23.

2268 Article 24. Default of Agreement

2269 24.1 Termination. County may terminate this Agreement, except as otherwise provided below in this
2270 Section, by giving Contractor thirty (30) calendar days advance written notice, to be served as provided in
2271 this Agreement, upon the happening of any one of the following events:

2272 24.1.1 Contractor takes the benefit of any present or future insolvency statute, or makes
2273 a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court)
2274 or a petition or answer seeking an arrangement for its reorganization or the readjustment of its
2275 indebtedness under the Federal bankruptcy laws or under any other law or statute of the United
2276 States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all
2277 or substantially all of its property; or

2278 24.1.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made
2279 approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking
2280 its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or
2281 under any law or statute of the United States or of any State thereof, provided that if any such
2282 judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any
2283 notice of default will be and become null, void and of no effect; unless such stayed judgment or
2284 order is reinstated in which case, such default will be deemed immediate; or

2285 24.1.3 By, or pursuant to, or under the authority of any legislative act, resolution or rule
2286 or any order or decree of any court or governmental board, agency or officer having jurisdiction, a
2287 receiver, trustee, or liquidator takes possession or control of all, or substantially all, Contractor
2288 property, and such possession or control continues in effect for a period of sixty (60) calendar days;
2289 or

2290 24.1.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the
2291 administrative charges or other monies due County and such default is not cured within thirty (30)
2292 calendar days of receipt of written notice by County to do so; or

2293 24.1.5 Contractor has defaulted by allowing any final judgment for the payment of money
2294 owed to County to stand against it unsatisfied and such default is not cured within thirty (30)
2295 calendar days of receipt of written notice by County to do so; or

2296 24.1.6 In the event that monies due County under Section 24.1.3 above or an unsatisfied
2297 final judgment under Section 24.1.4 above is the subject of a judicial proceeding, Contractor will
2298 not be in default if the sum of money is bonded. All bonds must be in the form acceptable to the
2299 County Attorney; or

2300 24.1.7 Contractor has defaulted, by failing or refusing to perform or observe any of the
2301 terms, conditions or covenants in this Agreement, including, but not limited to, the maintenance of
2302 a performance bond in accordance with Article 21, or any of the rules and regulations promulgated
2303 by County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the
2304 Agreement Administrator relative thereto and such default is not cured within thirty (30) calendar
2305 days of receipt of written notice by County to do so, or if by reason of the nature of such default,
2306 the same cannot be remedied within thirty (30) calendar days following receipt by Contractor of
2307 written demand from County to do so, Contractor fails to commence the remedy of such default
2308 within such thirty (30) calendar days following such written notice or having so commenced fails
2309 thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof
2310 to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it
2311 is proceeding with diligence to cure such default, and such default will be cured within a reasonable
2312 period of time). However, notwithstanding anything contained herein to the contrary, for the failure
2313 of Contractor to provide Commercial Collection Services for a period of three (3) consecutive Work
2314 Days, County may secure Contractor's records on the fourth (4th) Work Day in order to provide
2315 interim Commercial Collection Services until such time as the matter is resolved and Contractor is
2316 again able to perform pursuant to this Agreement; provided, however, if Contractor is unable for

2317 any reason or cause to resume performance at the end of thirty (30) calendar days all liability of
2318 County under this Agreement to Contractor will cease and this Agreement may be terminated by
2319 County.

2320 24.2 Violations. Notwithstanding the foregoing and as supplemental and additional means of termination
2321 of this Agreement under this Article, in the event that Contractor's record of performance shows that
2322 Contractor has defaulted in the performance of any of the covenants and conditions required herein to be
2323 kept and performed by Contractor three (3) or more times in any twenty-four (24) month period, and
2324 regardless of whether the Contractor has corrected each individual condition of default, Contractor will be
2325 deemed a "habitual violator", will be deemed to have waived the right to any further notice or grace period
2326 to correct, and all such defaults will be considered cumulative and collectively will constitute a condition of
2327 irredeemable default. County will thereupon issue Contractor a final warning citing the circumstances
2328 therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the
2329 last of such cumulative defaults, will be grounds for immediate termination of the Agreement. In the event
2330 of any such subsequent default, County may terminate this Agreement upon giving of written final notice to
2331 Contractor, such cancellation to be effective upon the date specified in County's written notice to Contractor,
2332 and all contractual fees due hereunder plus any and all charges and interest will be payable to such date,
2333 and Contractor will have no further rights hereunder. Immediately upon the specified date in such final
2334 notice Contractor must cease any further performance under this Agreement.

2335 24.3 Termination Date. In the event of any the events specified above, and except as otherwise provided
2336 in such subsections, termination will be effective upon the date specified in County's written notice to
2337 Contractor and upon such date this Agreement will be deemed immediately terminated and upon such
2338 termination, except for payment of services rendered up to and including the date of termination, all liability
2339 of County under this Agreement to Contractor will cease, and County will have the right to call the
2340 performance bond and will be free to negotiate with other contractors for the operation of interim and long-
2341 term Commercial Collection Services. Contractor must reimburse County for all direct and indirect costs of
2342 providing any interim Commercial Collection Services resulting from Contractor's default in this Agreement.

2343 24.4 Termination Cumulative. County's right to terminate this Agreement is cumulative to any other
2344 rights and remedies provided by law or by this Agreement.

2345 24.5 Alternative Service. Should Contractor, for any reason, except the occurrence or existence of any
2346 of the events or conditions set forth in Section 20.4 (Uncontrollable Circumstances), Refuse or be unable,
2347 for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which
2348 it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in County
2349 to such an extent, in such a manner, or for such a time that the County Administrator, in the reasonable
2350 exercise of the County Administrator's discretion, should find that such accumulation endangers or
2351 menaces the public health, safety or welfare, then County will have the right to Agreement with another
2352 Solid Waste enterprise to Collect any or all Solid Waste which Contractor is obligated to Collect pursuant
2353 to this Contract. County must provide twenty-four (24) hours prior written notice to Contractor during the
2354 period of such event, before contracting with another Solid Waste enterprise to Collect any or all Solid
2355 Waste that Contractor would otherwise collect pursuant to this Agreement for the duration of period during
2356 which Contractor is unable to provide such services. In such event, Contractor must undertake

2357 commercially reasonable efforts to identify sources from which such substitute Solid Waste services are
2358 immediately available and must reimburse County for all expenses for such substitute services during
2359 period in which Contractor is unable to provide Commercial Collection Services required by this Agreement.

2360 24.6 Survival of Certain Contractor Obligations. Notwithstanding the termination of this Agreement by
2361 Contractor or County, Contractor's obligation to indemnify, defend and hold County and County
2362 Indemnitees harmless as provided in this Agreement shall survive termination for five (5) years from the
2363 date of termination. Notwithstanding the termination of this Agreement by Contractor or County, such act
2364 shall not automatically invalidate or cancel any insurance policy, letter of credit, performance bond or similar
2365 instruments provided by Contractor under this Agreement and such policies, letters of credit, performance
2366 bonds and other instruments shall remain in full force and effect for one full year after termination.

2367 24.7 Arbitration. Except as otherwise provided in this Agreement, any controversy, dispute, or claim
2368 arising out of, or related in any way to this Agreement, including without limitation, any claims for damages
2369 or compensation or any claims under or pursuant to a performance bond or letter of credit, shall be subject
2370 to binding arbitration before a neutral arbitrator in accordance with Title 9 or Part 3 of the California Code
2371 of Civil Procedure (commencing with Section 1280). Judgment upon any award or determination rendered
2372 by said arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall determine
2373 whether one or both parties shall pay the arbitrator's fees and costs associated with any discovery.

2374 Article 25. Modifications to the Agreement

2375 25.1 County-Directed Change. County has the power to make changes in this Agreement to impose
2376 new rules and regulations on Contractor under this Agreement relative to the scope and methods of
2377 providing Commercial Collection Services as may from time-to-time be necessary and desirable for the
2378 public welfare. County reserves the right to redirect materials to alternate facilities. County will give the
2379 Contractor notice of any proposed change and an opportunity to be heard concerning those matters and
2380 agrees to adjust Maximum Service Rates to reflect additional costs borne by Contractor. The scope and
2381 method of providing Commercial Collection Services, as referenced herein, will be liberally construed to
2382 include procedures, operations, and obligations, financial or otherwise, of Contractor. When such
2383 modifications are made to this Agreement, County and Contractor will negotiate in good faith, a reasonable
2384 and appropriate compensation adjustment for any increase or decrease in the services or other obligations
2385 required of Contractor due to any modification in the Agreement under this Article. County and Contractor
2386 will not unreasonably withhold agreement to such compensation adjustment. Should agreement between
2387 County and Contractor on compensation adjustment not be reached within six (6) months of the change
2388 request, or other period as agreed upon by both parties, County and Contractor agree to submit the
2389 compensation adjustment to binding arbitration as described in Section 24.7.

2390 25.2 Change in Law. County and Contractor understand and agree that the California Legislature has
2391 the authority to make comprehensive Changes in Law, including but not limited to Solid Waste Collection
2392 legislation, and that these and other changes in Applicable Law in the future which mandate certain actions
2393 or programs for counties, municipalities or Contractor may require changes or modifications in some of the
2394 terms, conditions, or obligations under this Agreement. Contractor agrees that the terms and provisions of

2395 County Code, as it now exists or as it may be amended in the future (in a manner not inconsistent with this
2396 Agreement), will apply to all provisions of this Agreement and the Service Recipients of Contractor located
2397 within the Service Area. In the event any future change in Federal law or regulations, State or local law or
2398 regulation, or the County Code materially alters the obligations of Contractor, then the affected Maximum
2399 Service Rates, as established in Exhibit 1 of this Agreement, will be adjusted in accordance with this
2400 Section. Nothing contained in this Agreement will require any party to perform any act or function contrary
2401 to law. County and Contractor agree to enter into good faith negotiations regarding modifications to this
2402 Agreement which may be required to implement changes in the interest of the public welfare or due to
2403 Change in Law. When such modifications are made to this Agreement, County and Contractor will negotiate
2404 in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the
2405 services or other obligations required of Contractor due to any Change in Law or modification in the
2406 Agreement under this Article. County and Contractor will not unreasonably withhold agreement to such
2407 compensation adjustment. Should agreement between County and Contractor on compensation
2408 adjustment not be reached within six (6) months of the change request, or other period as agreed upon by
2409 both parties, County and Contractor agree to submit the compensation adjustment to binding arbitration as
2410 described in Section 24.7.

2411 Article 26. Interpretation

2412 26.1 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be,
2413 represented by counsel in the preparation of and contributed equally to the terms and conditions of this
2414 Agreement and, accordingly, the rule that a contract will be interpreted strictly against the party preparing
2415 the same will not apply due to the joint contributions of both parties. For the purpose of this Agreement,
2416 wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the
2417 singular number shall include the plural, and the plural number shall include the singular, wherever the
2418 context so requires.

2419 Article 27. Conflict of Interest

2420 27.1 Financial Interest. Contractor is unaware of any County employee or official that has a financial
2421 interest in Contractor's business. During the Term and/or as a result of being awarded this Agreement,
2422 Contractor shall not offer, encourage or accept any financial interest in Contractor's business by any County
2423 employee or official, nor shall Contractor provide any payment, gift or item of value to any County official,
2424 employee or agent , either directly or through intermediaries, who is involved in the negotiation, execution
2425 or administration of this Agreement except (a) as part of commercial transactions identical to those involving
2426 other members of the public generally or (b) lawful campaign contributions.

2427 Article 28. Contractor's Personnel

2428 28.1 Personnel Requirements. Contractor shall assign only qualified personnel to perform all services
2429 required under this Agreement and shall be responsible for ensuring its employees comply with this
2430 Agreement and all Applicable Laws related to their employment and position. Contractor's employees,
2431 officers, agents, and subcontractors shall not identify themselves or in any way represent themselves as

2432 being employees or officials of County. County may request the transfer of any employee of Contractor who
2433 materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the
2434 performance of their duties under this Agreement.

2435 28.2 Agreement Manager. Contractor shall designate a qualified employee to serve as its Agreement
2436 Manager and must provide the name of that person in writing to County within thirty (30) days prior to the
2437 Commencement Date of this Agreement and annually by January 1st of each subsequent Calendar Year
2438 of this Agreement and any other time the person in that position changes. The Agreement Manager must
2439 be available to the County through the use of telecommunications equipment at all times that Contractor is
2440 providing Commercial Collection Services in the Service Area. The Agreement Manager must provide
2441 County with an emergency phone number where the Agreement Manager can be reached outside of normal
2442 business hours.

2443 28.3 Service Supervisor. Contractor shall assign a qualified employee to serve as is Service Supervisor
2444 to be in charge of the Collection Service within the Service Area and must provide the name of that person
2445 in writing to the Agreement Administrator on or before the Commencement Date, and thereafter annually
2446 before January 1st of each subsequent Calendar Year of the Term, and any other time Contractor changes
2447 the employee serving in that position changes. The Service Supervisor must be physically located in the
2448 Service Area and available to the Agreement Administrator via telecommunication equipment whenever
2449 Contractor is providing Commercial Collection Services. If the Service Supervisor is unavailable due to
2450 illness or vacation, Contractor must designate a substitute acceptable to the County who shall be available
2451 and have the authority to act in the same capacity as the Service Supervisor.

2452 28.4 Key Operations Staff. Contractor shall identify a Key Operations Staff consisting at a minimum of:
2453 one (1) Operations Manager; one (1) Route Supervisor; one (1) Lead Mechanical Supervisor; and one (1)
2454 Service Recipient Service Supervisor dedicated to the County and available to the County as needed. Each
2455 Key Operations Staff will provide the following to County Staff: email address, phone number, cell phone
2456 number and office address.

2457 28.5 Sustainability/Compliance Staff. In accordance with Article 15, Contractor shall provide one full-
2458 time Sustainability/Compliance Staff. This section does not apply to the Remote Area.

2459 28.6 Field Personnel. Contractor's field operations personnel are required to wear a clean uniform shirt
2460 bearing Contractor's name. Contractor's employees, who normally come into direct contact with the public,
2461 including drivers, must bear some means of individual photographic identification such as a name tag or
2462 identification card. Each driver of a Collection vehicle must always carry a valid California driver's license
2463 and all other required licenses for the type of vehicle being operated.

2464 28.7 Labor Certifications. Contractor certifies: (i) it is aware of the provisions of Section 3700 of the
2465 California Labor Code requiring every employer to be insured against liability for Workers' Compensation
2466 or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the performance of the
2467 Services, Contractor shall not, in any manner, employ any person or contract with any person so that any
2468 part of this Agreement is so performed by such person would be subject to the workers' compensation laws
2469 of the State of California unless and until Contractor gives County a certificate of consent to self-insure or

2470 a certificate of Workers' Compensation Insurance Coverage; and (iii) in the event Contractor hires any
2471 subcontractor who has employees to perform the any part thereof, then Contractor shall either require the
2472 subcontractor to obtain Workers' Compensation Insurance Coverage, or must obtain Workers'
2473 Compensation Insurance Coverage for the subcontractor's employees. Before commencing performance
2474 under this Agreement, Contractor shall provide to the County evidence of any Workers' Compensation
2475 Insurance Coverage required by or for this Agreement, and all such coverage shall be endorsed with a
2476 waiver of subrogation in favor of County for all work performed by Contractor, its employees, its agents,
2477 and its subcontractors.

2478 **28.8 Employment & Labor Practices.** Contractor shall indemnify and hold harmless County and its
2479 elected officials, officers, employees, servants, designated volunteers, and agents serving as independent
2480 contractors in the role of County officials, from any and all liability, damages, claims, costs, and expenses
2481 of any nature to the extent arising from Contractor's personnel and labor practices. All duties of Contractor
2482 under this paragraph shall survive termination of this Agreement.

2483 **28.9 Subcontractors.** Contractor shall not subcontract any portion of this Agreement without the prior
2484 written approval of the County Administrator. Contractor is fully responsible to County for the performance
2485 of any and all subcontractors, if any, and shall insure any and all subcontractors perform services in
2486 accordance with all terms and conditions of this Agreement. Contractor shall require any subcontractors
2487 to maintain all applicable federal, state, and local licenses required for the work they are assigned to
2488 perform. Contractor shall require any subcontractors performing work in the County to enter into a written
2489 contract that requires such subcontractors to agree they are independent contractors and have no other
2490 agency relationship with County.

2491 **28.10 Conduct of Personnel.** Contractor shall require its employees and agents (including
2492 Subcontractors) to be courteous, to work as quietly as possible, to leave containers where originally found,
2493 to wear appropriate clothing and other personal protective equipment (PPE) as necessary, to use only
2494 regular pedestrian walkways or driveways while on private property, and to avoid trespassing, loitering, or
2495 meddling with property or events that do not concern them. Contractor shall clean up any spilled material
2496 created during collection of any container.

2497 **Article 29. Exempt Waste**

2498 **29.1** Contractor is not required to Collect or dispose any Exempt Waste but may offer such services. All
2499 such Collection and disposal of Exempt Waste is not regulated under this Agreement, but, if provided by
2500 Contractor, must be in strict compliance with all Applicable Laws.

2501 **Article 30. Independent Contractor**

2502 **30.1** In the performance of services pursuant to this Agreement, Contractor is an independent contractor
2503 and not an officer, agent, servant, or employee of County. Contractor will have exclusive control of the
2504 details of the services and work performed and over all persons performing such services and work.
2505 Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors,
2506 and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, or

2507 subcontractors will obtain any right to retirement benefits, Workers Compensation benefits, or any other
2508 benefits which accrued to County employees and Contractor expressly waives any claim to such benefits.

2509 30.2 Subcontractors. Contractor will require all subcontractors performing work in the County to enter
2510 into a contract containing the provisions set forth in the preceding subsection in which contract the
2511 subcontractor agrees that Contractor and subcontractor are independent contractors and have no other
2512 agency relationship with County.

2513 Article 31. Laws to Govern

2514 31.1 The law of the State of California governs the rights, obligations, duties and liabilities of County and
2515 Contractor under this Agreement and govern the interpretation of this Agreement.

2516 Article 32. Consent to Jurisdiction

2517 32.1 Notwithstanding the binding arbitration clause, the parties agree that any litigation between County
2518 and Contractor concerning or arising out of this Agreement must be filed and maintained exclusively in the
2519 Superior Court of Ventura County, State of California, or in the United States District Court for the Central
2520 District of California. Each party consents to service of process in any manner authorized by California law.
2521 This provision should not be interpreted as a waiver or exception to the arbitration clause set forth herein.

2522 Article 33. Assignment

2523 33.1 No Contractor interest in this Agreement may be assigned, sold, or transferred (collectively referred
2524 to hereinafter as Transfer), either in whole or in part, without the prior written consent of the County in
2525 accordance with this Section. Contractor shall promptly notify Director in writing in advance of any proposed
2526 Transfer, which must be approved by the Board prior to taking effect. In the event the Board approves of
2527 any Transfer, said approval shall not relieve Contractor of any of its obligations or duties under this
2528 Agreement unless this Agreement is duly amended in writing. For purposes of this Section, "Transfer" shall
2529 also include, but not be limited to:

2530 33.1.1 A sale, exchange, or other transfer a third party of at least 25 percent of
2531 Contractor's assets dedicated to service under this Agreement;

2532 33.1.2 A sale, exchange, or other transfer to a third party, including other shareholders,
2533 of outstanding common stock of Contractor, which may result in a change of control of Contractor.

2534 33.1.3 Any dissolution, reorganization, consolidation, merger, recapitalization, stock
2535 issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other
2536 transaction to which Contractor or any of its shareholders is a party, which results in a change of
2537 ownership or control of Contractor.

2538 33.1.4 Any assignment by operation of law including insolvency or bankruptcy,
2539 assignment for the benefit of creditors, writ of attachment for an execution being levied against this

2540 Agreement, appointment of a receiver taking possession of Contractor's property, or transfer
2541 occurring in a probate proceeding.

2542 33.1.5 Any combination of the foregoing, whether or not in related or contemporaneous
2543 transactions, which has the effect of any such transfer or change of ownership or change of control
2544 of Contractor.

2545 33.2 Contractor must comply with the following requirements prior to the County's consideration and
2546 approval of a Transfer request:

2547 33.2.1 Contractor must not be in material breach of this Agreement.

2548 33.2.2 Contractor must pay the County its reasonable expenses for attorney's fees and
2549 staff costs to investigate the suitability of any entity to which Contractor proposes to Transfer its
2550 interests (hereinafter, collectively Transferee), and to review and finalize any documentation
2551 required as a condition for approving any such Transfer.

2552 33.2.3 Contractor shall furnish the County with audited financial statements of the
2553 proposed Transferee's operations for the immediately preceding three (3) operating years.

2554 33.2.4 Contractor shall furnish the County with satisfactory proof that:

2555 33.2.4.1 The proposed Transferee has at least ten (10) years of Solid Waste
2556 management experience on a scale equal to, or exceeding, the scale of operations conducted
2557 by Contractor under this Agreement;

2558 33.2.4.2 The proposed Transferee has conducted its operations in an
2559 environmentally safe and conscientious manner;

2560 33.2.4.3 The proposed Transferee has not had a license or permit authorizing
2561 Transferee's Solid Waste collection operations forfeited or revoked by any local, state or federal
2562 entity within the past five (5) years;

2563 33.2.4.4 The proposed Transferee or any of its officers, directors or employees
2564 have not pled or been found guilty (or pled no contest), or had an adverse civil judgment
2565 entered against them, regarding the following types of criminal offenses or civil claims related
2566 to, or arising from, a Solid Waste collection operation within the past five (5) years: bribery,
2567 forgery, price fixing, proposal rigging, fraud, obstruction of justice, extortion, racketeering or
2568 illegal disposal of Solid Waste, Hazardous Waste or Recyclables; and

2569 33.2.4.5 The proposed Transferee can otherwise perform its duties and obligations
2570 under this Agreement in a timely, safe, and effective manner.

2571 33.3 The use of a subcontractor to perform services under this Contract will not constitute delegation of
2572 Contractor's duties if Contractor has received prior written authorization from the Agreement Administrator

2573 to subcontract such services and the Agreement Administrator has approved a subcontractor who will
2574 perform such services. Contractor will be responsible for directing the work of Contractor's subcontractors
2575 and any compensation due or payable to Contractor's subcontractor will be the sole responsibility of
2576 Contractor. The Agreement Administrator will have the right to require the removal of any approved
2577 subcontractor for reasonable cause.

2578 **Article 34. Compliance with Laws**

2579 34.1 In the performance of this Agreement, Contractor must comply with all Applicable Laws, including,
2580 without limitation, the County Code.

2581 34.2 County will make reasonable efforts to provide written notice to Contractor of any planned
2582 amendment of the Ventura County Code that may substantially affect the performance of Contractor's
2583 services pursuant to this Agreement. Such notice will be provided thirty (30) calendar days prior to the
2584 Board of Supervisors' approval of such an amendment when feasible. Failure to provide the advanced
2585 notice referenced herein does not excuse or delay Contractor's required compliance with the Ventura
2586 County Code.

2587 **Article 35. Permits and Licenses**

2588 35.1 Contractor shall obtain, at its own expense, all permits, and licenses required by law or ordinance
2589 and maintain same in full force and effect throughout the term of this Agreement. Contractor must provide
2590 proof of such permits, licenses or approvals and must demonstrate compliance with the terms and
2591 conditions of such permits, licenses, and approvals upon the request of the Agreement Administrator.

2592 35.2 The Contractor must have a valid County Business Tax Certificate throughout the Term.

2593 **Article 36. Ownership of Written Materials**

2594 36.1 Contractor hereby grants County a non-exclusive license as to all reports, documents, brochures,
2595 public education materials, and other similar written, printed, electronic or photographic materials
2596 developed by Contractor at the request of County or as required under this Agreement, and intended for
2597 public use, without limitation or restrictions on the use of such materials by County. Contractor may not use
2598 such materials that specifically reference County for other purposes without the prior written consent of the
2599 Agreement Administrator. This Article 36 does not apply to ideas or concepts described in such materials
2600 and does not apply to the format of such materials.

2601 **Article 37. Waiver**

2602 37.1 Waiver by County or Contractor of any breach for violation of any term covenant or condition of this
2603 Agreement will not be deemed to be a waiver of any other term, covenant or condition or any subsequent
2604 breach or violation of the same or of any other term, covenant, or condition. The subsequent acceptance
2605 by County of any fee, tax, or any other monies which may become due from Contractor to County will not

2606 be deemed to be a waiver by County of any breach for violation of any term, covenant, or condition of this
2607 Agreement.

2608 Article 38. Prohibition Against Gifts

2609 38.1 Contractor represents that Contractor is familiar with County's prohibition against the acceptance
2610 of any gift by a County officer or designated employee. Contractor may not offer any County officer or
2611 designated employee any gifts prohibited by the County.

2612 Article 39. Point of Contact

2613 39.1 The day-to-day dealings between Contractor and County will be between Contractor and the
2614 Agreement Administrator.

2615 Article 40. Notices

2616 40.1 Except as provided in this Agreement, whenever either party desires to give notice to the other, it
2617 must be given by written notice addressed to the party for whom it is intended, at the place last specified
2618 and to the place for giving of notice in compliance with the provisions of this Section. For the present, the
2619 parties designate the following as the respective persons and places for giving of notice:

2620 As to the County:

2621 County of Ventura

2622 Public Works Agency Water & Sanitation, IWMD

2623 800 S. Victoria Ave.

2624 Ventura, CA 93009-1650

2625 As to the Contractor:

2626 Peach Hill Soils, Inc.

2627 P.O. Box 158

2628 Moorpark, CA 93021

2629 40.2 Notices will be effective when received at the address specified above. Receipt will be presumed
2630 three days after the notice is deposited in the United States post, with correct postage and address.
2631 Changes to the respective address to which such notice is to be directed may be made by written notice.

2632 40.3 Notice by County to Contractor of a Collection or other Service Recipient problem or complaint may
2633 be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor
2634 through the Customer Service System by the end of the Workday.

2635 Article 41. Transition to Next Contractor

2636 41.1 In the event Contractor is not awarded an extension or new contract to continue to provide
2637 Commercial Collection Services following the expiration or early termination of this Agreement, Contractor
2638 will cooperate fully with County and any subsequent contractors to assure a smooth transition of services
2639 described in this Agreement. Such cooperation will include, but not be limited to, transfer of computer data,
2640 files and tapes; providing routing information, route maps, vehicle fleet information, and list of Service
2641 Recipients; providing a complete inventory of all Collection Containers; providing adequate labor and
2642 equipment to complete performance of all Commercial Collection Services required under this Agreement;
2643 taking reasonable actions necessary to transfer ownership of Containers, as appropriate, to County;
2644 including transporting such containers to a location designated by the Agreement Administrator;
2645 coordinating Collection of Materials set out in new containers if new containers are provided for a
2646 subsequent Agreements and providing other reports and data required by this Agreement.

2647 Article 42. Contractor's Records

2648 42.1 Contractor shall keep and preserve, during the Term of this Agreement, full, complete, and accurate
2649 financial and accounting records, pertaining to cash, billing, and disposal transactions for the Service Area,
2650 prepared on an accrual basis in accordance with generally accepted accounting principles. These records
2651 and reports are necessary for the County to properly administer and monitor the Agreement and to assist
2652 the County in meeting the requirements of the Act. The Contractor shall keep and preserve, during the
2653 Term, and for a period of not less than four (4) years following expiration or other termination hereof or for
2654 any longer period required by law, full, complete, and accurate records as indicated in the Agreement.

2655 42.2 Any records or documents required to be maintained pursuant to this Agreement must be made
2656 available for inspection or audit, at any time during regular business hours, upon written request by the
2657 Agreement Administrator, the County Counsel, County Auditor, County Administrator, or a designated
2658 representative of any of these officers. Copies of such documents will be provided to County electronically,
2659 available to County for inspection at the local Contractor office, or an alternate site if mutually agreed upon.

2660 42.3 Contractor acknowledges that County is legally obligated to comply with the California Public
2661 Records Act ("CPRA"). County acknowledges that Contractor may consider certain records, reports, or
2662 information contained therein, ("Records") which Contractor is required to provide to County under this
2663 Agreement, to be of a proprietary or confidential nature. In such instances, Contractor will inform County in
2664 writing of which records are considered propriety or confidential and shall identify the statutory exceptions
2665 to disclosure provided under the CPRA that legally permit non-disclosure of the Records. Should County
2666 receive a request for records under the CPRA or Federal Freedom of Information Act ("FOIA") or a
2667 subpoena or other court order requesting disclosure of the Records, County will notify Contractor of the
2668 request, subpoena, or order and of County's obligation and intent to provide a response within ten (10)

2669 calendar days. Contractor shall within five (5) calendar days either: (i) consent in writing to the disclosure
2670 of the Records; or (ii) seek and obtain, at Contractor's sole cost and expense, the order of a court of
2671 competent jurisdiction staying or enjoining the disclosure of the Records. If Contractor fails to timely
2672 respond, then County may proceed to disclosure the Records in which event Contractor agrees waives and
2673 releases County of any liability for the disclosure of the Records. In the event Contractor seeks a court
2674 order to stay or enjoining the disclosure of the Records, Contractor agrees to indemnify and hold harmless
2675 the County, its Council, elected and appointed board or commission members, officers, employees,
2676 volunteers and agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty,
2677 forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description,
2678 whether judicial, quasi-judicial or administrative in nature, arising or resulting from or in any way connected
2679 with the subject CPRA or FOIA request for the Records. This Indemnity shall survive the expiration or
2680 termination of this Agreement.

2681 42.4 Where County has reason to believe that such records or documents may be lost or discarded in
2682 the event of the dissolution, disbandment or termination of Contractor's business, County may, by written
2683 request or demand of any of the above-named officers, require custody of the records be given to County
2684 and the records and documents be maintained by Agreement Administrator. Access to such records and
2685 documents will be granted to any party authorized by Contractor, Contractor's representatives, or
2686 Contractor's successor-in-interest.

2687 **Article 43. Entire Agreement**

2688 43.1 This Agreement and the attached Exhibits constitute the entire Agreement and understanding
2689 between the parties, and the Agreement will not be considered modified, altered, changed, or amended in
2690 any respect unless in writing and signed by the parties.

2691 **Article 44. Severability**

2692 44.1 If any provision of this Agreement, or the application of it to any person or situation, is to any extent
2693 held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to
2694 persons or situations other than those as to which it is held invalid or unenforceable, will not be affected,
2695 will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

2696 **Article 45. Right to Require Performance**

2697 45.1 The failure of County at any time to require performance by Contractor of any provision of this
2698 Agreement will in no way affect the right of County thereafter to enforce same. Nor will waiver by County of
2699 any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of
2700 such provision or as a waiver of any provision itself.

2701 **Article 46. All Prior Agreements Superseded**

2702 46.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations,
2703 agreements, and understandings applicable to the matters contained in this Agreement and the parties

2704 agree there are no commitments, agreements or understandings concerning the subject matter of this
2705 Agreement not contained in this document. Accordingly, it is agreed that no deviation from the terms of this
2706 Agreement will be predicated upon any prior representations or agreements, whether oral or written.

2707 **Article 47. Headings**

2708 47.1 Headings in this document are for convenience of reference only and are not to be considered in
2709 any interpretation of this Agreement.

2710 **Article 48. Exhibits**

2711 48.1 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such
2712 Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any conflicts
2713 between this Agreement and the Exhibits, then this Agreement shall take priority.

2714 **Article 49. No Third-Party Beneficiaries**

2715
2716 This Agreement shall not be interpreted as providing any third-parties rights.

2717 **Article 50. Effective Date**

2718 This Agreement will become effective when it is fully executed by County and Contractor and Contractor
2719 will begin Commercial Collection Services under this Agreement as of January 1, 2024.

2720

2721 IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the respective date(s)
2722 below each signature.

2723 COUNTY OF _____

PEACH HILL SOILS, INC.

2724

2725 By: _____

By: _____

2726

Robert Medrano

2727

President

2728 Title: _____

2729

2730

2731 ATTEST: _____

By: _____

2732

2733

2734 County Clerk

2735 APPROVED AS TO FORM

2736 County Counsel

2737

2738 By: _____

2739

2740

2741

Exhibit 1

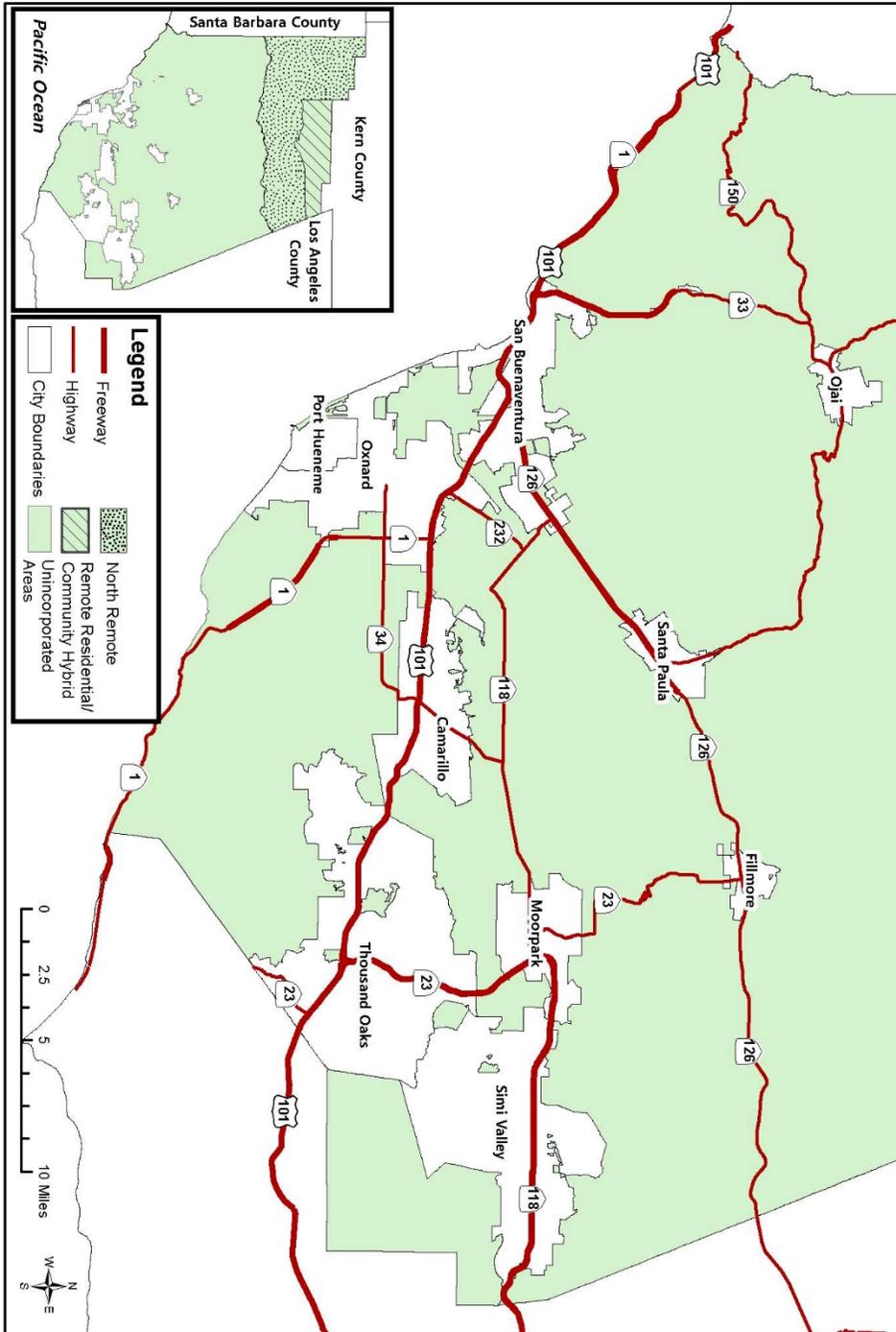
County Approved Maximum Service Rates Effective January 1, 2024

| Service Size and Type All Rates Applicable to Regular and Temporary Collection Service | Frequency | | | | | |
|--|---|----------|----------|----------|----------|----------|
| | 1x/wk | 2x/wk | 3x/wk | 4x/wk | 5x/wk | 6x/wk |
| For services not listed in this Exhibit 1, Contractor may charge and collect any negotiated rate. | | | | | | |
| 64-96 Gal. Refuse Cart | \$61.80 | | | | | |
| 64-96 Gal. Recyclable Materials Cart | \$61.80 | | | | | |
| 64-96 Gal. Green Waste / Food Waste / or Mixed Cart | \$61.80 | | | | | |
| 1.5 Yard Bin Refuse Bin | \$133.32 | | | | | |
| 1.5 Yard Bin Recyclable Materials Bin | \$94.49 | | | | | |
| 3 Yard Bin Refuse Bin | \$187.69 | \$297.69 | \$407.75 | \$517.74 | \$627.77 | \$737.79 |
| 3 Yard Bin Recyclable Materials Bin | \$130.71 | \$209.69 | \$286.06 | \$362.43 | \$440.09 | \$516.46 |
| 4 Yard Bin Refuse Bin | \$205.67 | \$333.70 | \$461.72 | \$589.75 | \$717.78 | \$845.80 |
| 4 Yard Bin Recyclable Materials Bin | \$144.00 | \$233.58 | \$323.22 | \$412.82 | \$502.44 | \$592.05 |
| 40 Yard Roll-off Refuse Bin | \$235.57 + tipping fees (County Regulatory Fees may be added to Roll-off tipping fees only) | | | | | |
| 40 Yard Roll-off Recyclable Materials Bin | \$235.57 + tipping fees (County Regulatory Fees may be added to Roll-off tipping fees only) | | | | | |
| Special Service Charges | | | | | | |
| Return Trip (missed pick-up due to customer) | \$39.29 | | | | | |
| Return Check fee | \$30.85 | | | | | |
| Delinquent Fee/Non-Payment (accrues after account delinquent 30 days) | 1.5% (Not compounding) | | | | | |

| | |
|---|--|
| Resume Service Charge (due to non-payment of acct) | \$32.73 |
| Locking Bin Installation | \$39.29 |
| Replacement Lock | \$9.17 |
| Tires (depends on size and type - minimum fee) | \$6.53 |
| Appliance containing Freon | \$45.82 |
| Cathode Ray Tubes (per item disposal fee up to) | \$45.82 |
| Bin Redelivery/Bin Relocation – per container | \$32.73 |
| Drive-in Charge-necessary to use scout truck – per container | \$65.47 |
| Hard to Service Area/Bin located substantial distance off road – per container | \$65.47 |
| Excessive Weight/Bin Improperly Loaded (per ton, in addition to tip fee) – per container per incident | \$32.73 |
| Special Handling (e.g., garage or mall "push out" (% of total rate) – per container | 10% |
| Bin or Cart Exchange (in excess of 1 per year) – per container | \$65.47 |
| Bin Replacement (due to customer damage or in excess of 1 per year) – per container | \$130.94 |
| Cart Cleaning (in excess of 1 per year) – per container | \$65.47 |
| Bin Cleaning (in excess of 1 per year) – per container | \$130.94 |
| Overage Fee (Prior Arrangement) – per container | \$20.00 |
| Overage Fee (No Prior Arrangement) – per container | \$40.00 |
| Prohibited Container Contaminants Fee – per incident | 20% of monthly service rate for the contaminated container |

Exhibit 2 Service Area Map

Service Area Map for Non-Exclusive Commercial Solid Waste Collection Agreement



Prepared by County of Ventura - IT Services Department - GIS Division
 Copyright 2023 County of Ventura. Design, maps, labels and text of this map are copyrighted.
 It is unlawful to copy or reproduce, either in digital or paper form, any part thereof for personal use or resale.

State Plane Coordinate System California Zone V - NAD 83
 This map was compiled from records and computations
 Published on: October 5, 2023

WARNING: The information contained herein was created by the Ventura County Geographic Information Systems (GIS) section in the design and development of the County and is not intended to be used for any other purpose. The County does not warrant the accuracy, reliability, or completeness of the information. The information is provided "as is" without any warranty, express or implied, and the user assumes all responsibility for its use.

2746
2747

Exhibit 3

Collection Container Specifications

E4.01 Cart Specifications.

E4.01.1 All new or replacement Carts must be manufactured with a minimum twenty percent (20%) post-consumer recycled material content and come with a ten (10) year warranty against defects.

E4.01.2 Carts must be constructed with material that resists deterioration from ultraviolet radiation and be incapable of penetration by household pets or small wildlife when lids are fully closed.

E4.01.3 Contractor must provide Carts having an approximate volume of 32, 64 and 96 gallons. Actual cart volume may vary by +/- 10% depending on manufacturer.

E4.01.4 Carts must include wheels and handles that accommodate ease of movement by able-bodied persons, have heavy duty wheels, attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds.

E4.01.5 Carts must include lids that continuously overlap the Cart body so as to prevent the intrusion of rainwater and minimize odors. The lids would be of a design and weight so as to prevent the Cart body from tilting backward when flipping the lid open.

E4.01.6 Carts must be capable of being lifted into the Collection Vehicle without damage or distortion under normal usage.

E4.01.7 Carts be hot-stamped, embossed, or labeled/decaled with the company name, a unique identification number (i.e., serial number for carts), weight limit, and images of the type of materials to be Collected. All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the term to maintain a near new appearance. Decals/labels showing types of materials collected in each Cart must be replaced annually.

E4.01.8 Cart and/or lids must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = recycle, black/charcoal = refuse, green/brown = yard waste/mixed organics, green w/yellow lid or yellow = food waste or other color standards as determined by CalRecycle prior to the start of this Agreement) under Applicable Law.

E4.02 Bin Specifications.

E4.02.1 Bins must be constructed of heavy metal or heavy plastic and must be watertight, well painted, in good condition and without rust or dents.

E4.02.2 Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the container, must be maintained in good repair.

E4.02.3 Contractor may provide Bins having an approximate volume of 1, 2, 3, and 4-cubic yards.

E4.02.4 Bins must have the name and phone number of Contractor on the exterior so as to be visible when the Bin is placed for use.

E4.02.5 Each Bin must be labeled with a listing of materials that may and may not be placed in a particular Bin type, and each Bin must include a conspicuous warning: "Not to be used for the disposal of hazardous, electronic, or Universal Waste." Bins must be labelled in English and Spanish.

E4.02.6 Bid lids must be constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odors. Locking bins will be provided upon request at the rate set forth in Exhibit 1.

E4.02.7 Bins must be capable of being lifted into the Collection Vehicle without damage under normal usage.

E4.02.8 Bins must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = recycle, black/charcoal = refuse, green/brown = yard waste/mixed organics, green w/yellow lid or yellow = food waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

E4.03 Roll-off Container Specifications.

Roll-off specifications shall be the same as Bin specifications E4.02.1 through E4.02.6, and E4.02.8. Roll-offs shall be provided in sizes 10, 20, 30, 40 cubic yards. Compactors shall be available in sizes 10, 20,35, 40 cubic yards.

E4.05 Containers End of Life

Collection Containers must be recycled at the end of their useful life.

E4.06 Containers Purchase

Contractor shall report all new Carts and Bins purchased pursuant to this Agreement to its address within the County and shall report all purchases of Carts and Bins under this Agreement as attributable to the County for sales tax purposes.

Exhibit 4

Administrative Charges and Penalties

| Item | | Amount if Not Cured in 30 Days | If Cured in 30 Days |
|------|--|--|------------------------|
| a. | Failure to respond to each complaint within three (3) Work Days of receipt of complaint. | \$100 per day per Service Recipient. | |
| b. | Failure to maintain call center hours as required by this Agreement. | \$100 per day. | -0- |
| c. | Failure to submit to County all reports by the deadlines required under the provisions of this Agreement. | \$100 per day. | -0- |
| d. | Failure to include all parts of quarterly and annual reports specified in Sections 17.2 and 17.3 in the submitted report | \$100 per day. | -0- |
| e. | Failure to submit to County all payments by the deadlines required under the provisions of this Agreement. | 1% of the total amount due if fees are 1 – 10 days late; and 10% of the total amount due if fees are more than 10 days late. | |
| f. | Failure for Collection Container to be compliant with specifications of Exhibit 3. | \$50.00/each Collection Container not compliant. | -0- |
| g. | Failure for Collection Container to be compliant with labeling requirements under Applicable Law (see SB 1383). | \$50.00/each Collection Container not compliant. | -0- |
| h. | Failure to display Contractor's name and customer service phone number on Collection Vehicles. | \$100 per incident per day. | -0- |
| i. | Failure to Collect a missed collection Container by close of the next Work Day upon notice to Contractor, that exceeds twenty (20) in any Calendar Year. | \$1,000 per Calendar year, plus \$10 per incident per day. | -0- |
| j. | Failure to repair or replace damaged Containers within the time required by this Agreement, that exceeds twenty (20) in any Calendar year. | \$1,000 per Calendar year, plus \$10 per incident per day. | |
| k. | Failure to maintain collection hours as required by this Agreement. | \$100 per day. | -0- |
| l. | Failure to have Contractor personnel in Contractor-provided uniforms. | \$25 per day per employee. | -0- |

| Item | | Amount if Not Cured in 30 Days | If Cured in 30 Days |
|------|---|--|--|
| m. | Failure of Contractor to follow Recyclable Materials and Organic Waste Contamination and Overage procedures as set forth under Section 5.5 and 5.6.2. | \$100/day for failure to implement correction plan. | Submit for approval to County and implement plan of correction to County within 30 days. |
| n. | Vehicle fluid leak incidents from Contractor Collection Vehicles in excess of three (3) during a calendar year. | | \$5000 per incident in excess of three (3) |
| o. | Failure of Contractor to provide proof of performance bond as required by this Agreement | Agreement Default | \$500 per day |
| p. | Failure of Contractor to provide proof of insurance as required by this Agreement | Agreement Default | \$500 per day |
| q. | Failure to provide County with documentation verifying Diversion, as outlined in Section 8.2, was achieved. | \$10,000/Quarter | Submit for approval to County and implement plan of correction within 30 days. |
| r. | Failure to Collect holiday trees on Collection Days. | \$25 per day. | -0- |
| s. | Failure to commence service to a new Service Recipient within seven (7) days after order. | \$150 per day | -0- |
| t. | Failure to initially respond to a Service Recipient complaint within one (1) business day. | \$50.00 per failure to resolve customer compliant or request | -0- |

2751
2752

2753

2754

2755

2756

Exhibit 5 Acceptable Recyclable Materials

Recyclable Materials include but are not limited to:

| | |
|-----------------------------|--------------------------|
| Aluminum cans | Magazines/Catalogs |
| Aerosol cans | Newspaper |
| Aseptic containers | Paper |
| Brochures | Paper tubes |
| Cardboard | Phone books |
| Cereal boxes | Pizza boxes |
| Clothes hangers | Plastic containers #1-#7 |
| Computer paper | Plastic film |
| Coupons | Plastic milk jugs |
| Envelopes | Plastic bags |
| Frozen food boxes and trays | Polystyrene (Styrofoam) |
| Glass bottles/jars | Tin cans |
| Glass cosmetic bottles | Tissue boxes |
| June mail | Wrapping paper |
| Laundry bottles | |

2757

2758

2759
2760
2761
2762
2763
2764
2765
2766
2767
2768
2769
2770
2771
2772
2773
2774
2775
2776
2777
2778
2779
2780
2781
2782
2783
2784
2785
2786
2787
2788
2789
2790
2791
2792
2793
2794
2795
2796
2797
2798
2799
2800
2801
2802
2803
2804
2805
2806
2807
2808
2809
2810
2811
2812

Exhibit 6 Rate Adjustment Calculation Worksheet

This exhibit describes the methodology for calculating the rate adjustments described in Section 6.2 for Annual Inflation Adjustment and Regulatory Fee Adjustments.

I. CALCULATING THE ANNUAL INFLATION ADJUSTMENT

Pursuant to Section 6.2.1 (Annual Inflation Adjustment), the following calculation shall be used to determine the appropriate adjustment to the CUSTOMER RATE based on an annual inflation adjustment. The annual inflation adjustment shall be applied to the BASE RATE.

A. Calculating the BASE RATE

- Step 1. Identify the existing CUSTOMER RATE.
- Step 2. Identify the current percentage of COUNTY REGULATORY FEES applied to the CUSTOMER RATE.
- Step 3. Multiply the amount in Step 1 by the fee percentage identified in Step 2.
- Step 4. Deduct this amount from the existing CUSTOMER RATE.
- Step 5. Identify the current Integrated Waste Management Program (CIWMP) Fee applied to the CUSTOMER RATE and deduct this amount from the amount left in Step 4. This is the BASE RATE.

To calculate the CIWMP Fee that is applied to the CUSTOMER RATE, multiply the current CIWMP Fee rate, (i.e., 50 cents/ton of refuse disposed) by the most current estimate of annual refuse tons generated in the SERVICE AREA. This tonnage estimate shall be calculated based on the CONTRACTOR'S submittal of the most recent four quarters of refuse data provided to the COUNTY pursuant to Article 17, (Record Keeping and Reporting Requirements). Add the approved refuse tons for all four quarter and divide this amount by the number of COMMERCIAL CUSTOMERS in the SERVICE AREA. Divide this number by 12. This amount shall equal the current CIWMP Fee per month that is applied to the CUSTOMER RATE.

Example BASE RATE Calculation:

- Example Step 1. CUSTOMER RATE = \$35.00
- Example Step 2. COUNTY REGULATORY FEES = 11.25%
- Example Step 3. $\$35.00 * .1125 = \3.94
- Example Step 4. $\$35.00 - \$3.94 = \$31.06$
- Example Step 5. Current CIWMP Fee = $\$0.05/\text{ton} * 1,000 \text{ annual refuse tons} = \50
 $\$50/500 \text{ COMMERCIAL CUSTOMER}/12 \text{ months} = \0.008
 $\$31.06 - .008 = \$31.05 = \text{new BASE RATE}$

B. Calculating the Annual Percentage Change in the CPI

- Step 6. Calculate the twelve (12) month average CPI ending September of the most recent year (regardless if a projection is deemed "preliminary").

- 2813 Step 7. Calculate the twelve (12) month average CPI ending September of the preceding year.
 2814
 2815 Step 8. Subtract the previous period from the current period.
 2816
 2817 Step 9. Divide this difference by the "previous period" CPI. This equals the total Annual
 2818 Percentage Change in CPI. This is the allowable Annual Percentage Change in CPI that
 2819 will be applied to the BASE RATE.
 2820

2821 **Example Calculation of Annual Percentage Change in the CPI**

- 2822
 2823 Example Step 6. Current 12 month CPI average = 147
 2824
 2825 Example Step 7. Previous 12 month CPI average = 143.5
 2826
 2827 Example Step 8. $147 - 143.5 = 3.5$
 2828
 2829 Example Step 9. $3.5/143.5 = 2.44\%$ (total Annual Percentage Change in CPI, applied to BASE
 2830 RATE)
 2831

2832 **C. Applying the Annual Percentage Change in CPI to the Base Rate**

- 2833
 2834 Step 10. Multiply the BASE RATE calculated in Step 5 by the Annual Percentage Change in CPI
 2835 calculated in Step 9. Add to BASE RATE.
 2836
 2837 Step 11. Add the REGULATORY FEES identified in Step 2 by dividing the BASE RATE (inclusive
 2838 of CPI) by the inverse (.8875).
 2839
 2840 Step 12. Add the CIWMP Fee calculated in Step 5 to this amount. This is the new CUSTOMER
 2841 RATE.
 2842

2843 **Example Calculation Applying Inflation Adjustment to BASE RATE:**

- 2844
 2845 Example Step 10. $\$31.05 * 2.44\% = \0.76 ; $\$31.05 + \$0.76 = \$31.81$
 2846
 2847 Example Step 11. $\$31.81/0.8875 = \35.84
 2848
 2849 Example Step 12. $\$35.84 + \$0.008 = \$35.85$ (New CUSTOMER RATE)
 2850
 2851

2852 **D. Calculating the Rate Multiplier for Other Commercial Rates**

2853 **II. CALCULATING THE REGULATORY FEE ADJUSTMENT**

2854 Pursuant to Section 6.2.2 (Regulatory Fee Adjustment), the following calculation shall be used to
 2855 determine the appropriate adjustment to the CUSTOMER RATE based on a change in COUNTY
 2856 REGULATORY FEES. There are three COUNTY REGULATORY FEES that may be adjusted: the
 2857 Collector Fee, the Waste Management Fee, and the California Integrated Waste Management Program
 2858 Fee (CIWMP).
 2859
 2860

- 2861
 2862 Step 1. Identify the existing CUSTOMER RATE.
 2863
 2864 Step 2. Identify the current percentage of the COUNTY REGULATORY FEE being adjusted.
 2865
 2866 Step 3. Multiply the amount in Step 1 by the fee percentage identified in Step 2.
 2867
 2868 Step 4. Deduct this amount from the existing CUSTOMER RATE.

- 2869
2870 Step 5. Identify the new percentage of COUNTY REGULATORY FEES.
2871
2872 Step 6. Divide the base rate from Step 4 by the inverse of the new percentage of COUNTY
2873 REGULATORY FEES. This is the new CUSTOMER RATE.
2874
2875 Step 7. Divide the new CUSTOMER RATE by the CUSTOMER RATE identified in Step 1. This
2876 is the rate multiplier to be applied to Single Family Dwelling additional containers, mini-
2877 cart and bin services and Multi-Family Dwelling services.
2878

2879 **Example Calculation for a Change in the Collector Fee and/or Waste Management Fee**
2880

- 2881 Example Step 1. CUSTOMER RATE = \$35.00
2882
2883 Example Step 2. COUNTY REGULATORY FEE = 11.25%
2884
2885 Example Step 3. $\$35.00 * .1125 = \3.94
2886
2887 Example Step 4. $\$35.00 - \$3.94 = \$31.06$
2888
2889 Example Step 5 New COUNTY REGULATORY FEE = 12%
2890
2891 Example Step 6. $\$31.06 / .88 = 35.30$ (New CUSTOMER RATE)
2892
2893 Example Step 7. $\$35.30/\$35.00 = 1.01$ (New Rate Multiplier)
2894

2895 **Example Calculation for a Change in the CIWMP Fee**
2896

- 2897 Example Step 1. CUSTOMER RATE = \$35.00
2898
2899 Example Step 2. Existing COUNTY REGULATORY FEE = \$0.05/per ton disposed
2900
2901 Example Step 3. $\$0.05/\text{ton} * 1,000 \text{ annual refuse tons} = \50
2902 $\$50/500 \text{ COMMERCIAL CUSTOMERS}/12 \text{ months} = \0.008
2903 (For more detail on this calculation, see "BASE RATE" calculation, Example Step
2904 5)
2905
2906 Example Step 4. $\$35.00 - .008 = \34.99
2907
2908 Example Step 5. New COUNTY REGULATORY FEE = \$0.10/per ton disposed
2909
2910 Example Step 6. $\$0.10/\text{ton} * 1,000 \text{ annual refuse tons} = \100
2911 $\$100/500 \text{ COMMERCIAL CUSTOMERS}/12 \text{ months} = \0.016
2912
2913 $\$34.99 + .016 = \35.01
2914
2915 Example Step 7. $\$35.01/\$35.00 = 1.000$