

SELMA SOLID WASTE SERVICES CONTRACT

CONTRACT FOR THE PROVISION OF SOLID WASTE HANDLING SERVICES

**Executed Between the
City of Selma and
Mid-Valley Disposal**

Effective this 10th day of October, 2024

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AGREEMENT

This Agreement ("Agreement") is entered into to be effective as of the 10th day of October 2024, by and between the City of Selma ("City ") and Mid-Valley Disposal, LLC ("Contractor") (collectively, the "Parties") to provide an exclusive franchise for Solid Waste Handling Services within the City.

RECITALS:

A. WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the handling of all Solid Waste within their City s.

B. WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing Disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and composting options in order to reduce the amount of material that must be Disposed; and,

C. WHEREAS, SB 1383 establishes regulatory requirements for Cities, Generators, Haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and,

D. WHEREAS, SB 1383 Regulations require City to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, City has chosen to delegate some of its responsibilities to the Contractor, acting as the City 's designee, through this Agreement; and

E. WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that an Exclusive Franchise Agreement for Discarded Materials Management for Multi-Family and Commercial Customers (Agreement) be awarded to a qualified company for the Collection and subsequent Transfer, Transportation, Recycling, Processing, and/or Disposal of Discarded Materials; and,

F. WHEREAS, the City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, processing and disposal of Solid Waste, including AB 939, SB 1383, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Contractor desire to leave no doubts as to their respective roles, and to memorialize that by

entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Contractor, not City, who is "arranging for" the collection, transport for disposal, composting, and recycling of municipal Solid Waste in the City which may contain hazardous substances. City and Contractor understand and agree that it is Contractor, and not City, who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor, and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. By entering into this Agreement City and Contractor further desire to confirm that Contractor has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional collection, transportation and/or disposal of hazardous materials that may occur in connection with Contractor's performance under this Agreement.

G. WHEREAS, Contractor desires to engage in the business of Collecting Discarded Materials in the City; and,

H. WHEREAS, City desires, among other things, to ensure adequate landfills remain available to meet the public's need for the safe handling and disposal of Solid Waste, and further desires to ensure its citizens do not incur undue costs in safely disposing of Solid Waste they generate and has thus entered into the County Agreement. Contractor has agreed, as part of this Agreement, to provide such services and take such actions as are necessary or desirable to ensure City complies with its obligations pursuant to the County Agreement.

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

C O V E N A N T S:

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, City and Contractor hereby agree as follows:

SECTION 11. RECITALS

The Parties acknowledge the above recitals are true and correct and incorporate them herein as if they were fully restated.

SECTION 2. DEFINITIONS

Whenever any term used in this Agreement has been defined by the California Public Resources Code, the definition of such term set forth therein shall apply unless the term is otherwise defined in this Agreement.

2.1 AB 341

“AB 341” shall mean Assembly Bill 341 from the 2011-2012 Regular Session of the California Legislature (Chapter 476, Statutes 2011).

2.2 AB 876

“AB 876” means the Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 41821.4 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.

2.3 AB 901

“AB 901” means Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 of, amended, renumbered and added Section 41821.6 of, and added Sections 41821.7 and 41821.8 to, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

2.4 AB 939

“AB 939” shall mean the California Integrated Waste Management Act of 1989, currently codified as California Public Resources Code Section 40000 et seq., as it may be amended from time to time.

2.5 AB 1594

“AB 1594” shall mean Assembly Bill 1594 from the 2013-2014 Regular Session of the California Legislature (Chapter 719, Statutes 2014).

2.6 AB 1826

“AB 1826” shall mean Assembly Bill 1826 from the 2013-2014 Regular Session of the California Legislature (Chapter 727, Statutes 2014).

2.7 Affiliate

“Affiliate” means a business in which Contractor owns a direct or indirect ownership interest, a business (including corporations, limited and general partnerships and sole proprietorships) which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply.

2.8 Alternative Daily Cover (ADC)

“Alternative Daily Cover” or “ADC” has the same meaning as in 27 CCR Section 20690.

2.9 Alternative Facility

“Alternative Facility” means any Facility approved by City for Contractor use that is not specifically identified in 14 CCR Section 18983(b) or not otherwise described herein.

2.10 Alternative Intermediate Cover (AIC)

“Alternative Intermediate Cover” or “AIC” has the same meaning as in 27 CCR Section 20700.

2.11 Animal Waste

“Animal Waste” shall mean animal carcasses, dead animals, and/or parts or portions of dead animals. Animal Waste shall not include manure.

2.12 Applicable Laws

“Applicable Laws” shall mean all federal, state, county, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having City over an aspect of this Agreement that are in force on the Effective Date, and as may be enacted, issued or amended thereafter, including without limitation City’s Municipal Code, AB 341, AB 939, AB 1594, AB 1826 and SB 1383.

2.13 Approved C&D Processing Facility

“Approved C&D Processing Facility” means the C&D processing facility that was Contractor selected and City approved.

2.14 Approved Disposal Facility

“Approved Disposal Facility” means the landfill(s) that was Contractor-selected and City approved.

2.15 Approved Facilities

“Approved Facility(ies)” means any one of or any combination of the: Approved C&D Processing Facility; Approved Disposal Facility; Approved High Diversion Organic Waste Processing Facility; Approved Organic Waste Processing Facility; Approved Source Separated Recyclable Materials Processing Facility; and, Approved Transfer Facility, each of which are defined in this Article.

2.16 Approved High Diversion Organic Waste Processing Facility

“Approved High Diversion Organic Waste Processing Facility” means a facility that qualifies for this State designation that was Contractor selected and City approved.

2.17 Approved Organic Waste Processing Facility

“Approved Organic Waste Processing Facility” means an organic waste processing facility that was Contractor selected and City approved.

2.18 Approved Source Separated Recyclable Materials Processing Facility

“Approved Source Separated Recyclable Materials Processing Facility” means a source separated recyclable materials processing facility that was Contractor selected and City approved.

2.19 Approved Transfer Facility

“Approved Transfer Facility” means a transfer facility that was Contractor selected and City approved.

2.20 Back-Haul

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

2.21 Billings

“Billings” or “Billing” or “Bill” means the statements of charges provided to Customers or Responsible Customers for services rendered by Contractor pursuant to the terms of this Agreement.

2.22 Bins

“Bins” shall mean a Container, including dumpsters, compactors, and any similar such devices with a capacity of under ten (10) cubic yards.

2.23 Blue Container

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

2.25 Bulky Items

“Bulky Items” means Solid Waste that cannot and/or would not typically be accommodated within a Cart or Bin including without limitation: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators with and without Freon, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as “white goods”); residential wastes (including wood waste, tree branches,

scrap wood, in the aggregate not exceeding one cubic yard per Collection); and clothing. For purposes of this Agreement, and notwithstanding any provision hereof to the contrary, Bulky Items shall specifically include items commonly known in the waste industry as "brown goods," "e-waste" and "universal waste" (including, without limitation all types of electronic waste, stereos, televisions, computers and monitors, cellular phones, VCRs, microwaves and other similar type of equipment and products). Bulky Items do not include car bodies, Construction and Demolition Debris, Hazardous Waste, or (with the exception of appliances/white goods described above) items that cannot reasonably and safely be loaded and unloaded into a vehicle by two people using equipment of the type which, pursuant to industry standards, would normally be carried in a vehicle used in Collecting Bulky Items. In the event a question arises as to whether a specific item, or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

2.26 C&D

"C&D" means Construction and Demolition Debris.

2.27 C&D Collection Site

"C&D Collection Site" means properties where construction and demolition work is performed as evidenced by City issuance of a land clearing, building, or demolition permit, or from a non-permitted municipal project or as otherwise stated in Chapter 8-1-15 of the Selma Municipal Code, as the same may be amended from time to time.

2.28 California Code of Regulations (CCR)

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

2.29 CalRecycle

"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Cities and other regulated entities.

2.30 Cart

"Cart" means a plastic Container with a hinged lid and wheels serviced by an automated or semi-automated process, as opposed to a manual process of lifting and dumping.

2.31 City

"City" shall mean the City of Selma, a municipal corporation, located in Fresno County, California.

2.32 City Council

“City Council” shall mean the City Council of City.

2.33 City Limits

“City Limits” shall mean the territorial boundaries of the City together with all amendments and changes thereto, which boundaries are depicted on maps, incorporated herein by reference, that are kept on file in the office of the City Clerk of the City of Selma, and which are from time to time amended to reflect changes.

2.34 City Manager

“City Manager” shall mean the City Manager of the City of Selma or his or her designee.

2.35 Collect/Collection/Collecting

“Collect,” “Collection,” or “Collecting” shall mean to take physical possession of, transport, and remove Solid Waste from a Premises.

2.36 Collection Vehicle

“Collection Vehicle” shall have the meaning ascribed in Section ___ of this Agreement.

2.37 Commercial Business (Commercial)

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility, multi-family properties of five (5) or more units, or as otherwise defined in 14 CCR Section 18982(a)(6).

2.38 Commercial Edible Food Generators

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

2.40 Compostable Plastics

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

2.41 Compost

"Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which states, as of the Effective Date of this Agreement, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized Facility.

2.42 Construction and Demolition Debris (C&D)

"Construction and Demolition Debris" means the nonhazardous waste building material, inerts, soil, packaging, Yard Trimmings, rubble, and other used or Discarded Materials resulting from construction or demolition.

2.43 Container(s)

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

2.44 Contractor

"Contractor" means the Party (other than the City) that executed this Exclusive Franchise Agreement and its Affiliates, DBAs, and Subcontractors that perform services on Contractor's behalf.

2.46 Contractor's Proposal

"Contractor's Proposal" shall mean proposal submitted in response to the City's Request for Proposal for Solid Waste Handling Services dated May 8, 2023 and subsequent submittals from Contractor prior to award.

2.47 County Agreement

"County Agreement" shall mean any waste disposal agreement which may be entered into by the City of Selma during the term of this Agreement.

2.48 Customer

"Customer" or "Customers" shall mean any Person arranging for and/or receiving Discarded Material Management services from Contractor within the Franchise Area.

2.49 Discarded Materials

"Discarded Materials" are a form of Solid Waste, and shall be regulated as such. For purposes of this Agreement, material is deemed to have been discarded, without regard to whether

it is destined for Recycling or Disposal, and whether or not it has been separated from other Solid Wastes, in all cases where a fee or other compensation, in any form or amount, is directly or indirectly solicited from, or, levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for handling services. As used herein, handling services include, without limitation, the Collection, removal, Transportation, delivery, and Processing and/or Disposal of the material. Discarded Materials do not include Edible Food that is recovered for human consumption and is not discarded. For the purposes of this Agreement, Discarded Materials include Source Separated Recyclable Materials, SSBCOW, SSGCOW, Food Waste, Gray Container Waste or Mixed Waste, and C&D once the materials have been placed in Containers for Collection.

2.50 Disposal

"Disposal" or "Dispose" means the final disposition of any Solid Waste Collected by the Contractor or Residue from Contractor's Processing activities at a permitted Landfill or other permitted Solid Waste Facility.

2.51 Diversion

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

2.53 Edible Food

"Edible Food" means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

2.54 Effective Date

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

2.55 Environmental Laws

"Environmental Laws" means all federal and State statutes and City ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; the Federal Clean Water Act, 33 USC Section 1251, et seq.; the Toxic Substance Control Act, 15 USC Section 2601, et seq.; the Occupational Safety and Health Act, 29 USC Section 651, et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and

Safety Code Section 25300, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000, et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5, et seq.; all as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

2.56 Excluded Waste

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

2.57 Facility(ies)

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

2.58 Food Recovery

“Food Recovery” means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

2.59 Food Recovery Organization

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

2.60 Food Recovery Service

“Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

2.61 Food Scraps

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

2.62 Food-Soiled Paper

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

2.63 Food Waste

“Food Waste” means Source Separated Food Scraps and Food-Soiled Paper. Food Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be considered Food Waste.

2.64 Franchise Area

“Franchise Area” shall mean all Premises within the City Limits, including Premises which may be annexed and thereby added to the City Limits following the Effective Date.

2.65 Franchise Fee

“Franchise Fee” shall mean the franchise fee set forth and more fully defined in Section __ hereof.

2.66 Generator

“Generator” means any Person whose act first causes Discarded Materials to become subject to regulation under the Municipal Code or under federal, State, or local regulations.

2.67 Gray Container

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Non-Recyclable Waste or Mixed Waste including Food Waste.

2.68 Green Container

"Green Container" has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and Collection of Yard Trimmings and Wood waste.

2.70 Gross Receipts

"Gross Receipts" shall mean and include all monies, fees, charges, consideration, and revenue received by or imputed to Contractor in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this Agreement. Gross Receipts includes, without limitation, monthly or quarterly Customer charges that are received by Contractor for Collection of Solid Waste, without subtracting Franchise Fees, fees imposed and collected pursuant to this Agreement, sums collected in connection with Temporary Services, and transportation charges. Gross Receipts does not include grant awards and revenue, other supplemental revenue from special collection programs, or revenue from the sale of Recyclable Material, Green Waste, food waste, and other material which is diverted from disposal.

2.71 Hauler Route

"Hauler Route" means the designated itinerary or sequence of stops for each segment of the City's Collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

2.72 Hazardous Substance

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

2.73 Hazardous Waste

"Hazardous Waste" or "Hazardous Wastes" means any waste which meets the definitions set forth in 22 CCR Section 66261.3, et seq. and is required to be managed; or as otherwise defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous wood waste, which means

wood that falls within the definition of “treated wood” or “treated wood waste” in 22 CCR Section 67386.4, or as otherwise defined in 14 CCR Section 18982(a)(30.5).

2.74 High Diversion Organic Waste Processing Facility

“High Diversion Organic Waste Processing Facility” means a High Diversion Organic Waste Processing Facility as defined in 14 CCR Section 18982(a)(33).

2.75 Inerts

“Inerts” means materials such as concrete, soil, asphalt, and ceramics.

2.76 City Contract Manager

City Contract Manager means the City Manager or their designee.

2.77 Landfill

“Landfill” means a “Solid Waste Landfill” defined by Public Resources Code Section 40195.1.

2.78 Large Event

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately-owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

2.79 Large Venue

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

2.80 Liquidated Damages

"Liquidated Damages" means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 18.7.

2.81 Medical Waste

"Medical Waste" means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by the Municipal Code or any State or federal law or regulation, all as currently enacted or subsequently amended.

2.82 Mixed Waste

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

2.83 Mixed Waste Organic Collection Stream

"Mixed Waste Organic Waste Collection Stream" means Organic Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility, or as otherwise defined in 14 CCR Section 17402(a)(11.5).

2.84 Mulch

"Mulch" means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

- i. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- ii. Was produced at one or more of the following types of Facilities:
 - a. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
 - b. A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or,

- c. A Solid Waste Landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

2.85 Multi-Family or Multi-Family Dwelling Unit

“Multi-Family” means of, from, or pertaining to residential Premises with five (5) or more dwelling units attached or detached on a site or lot, which does not include an accessory dwelling unit. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities. References to “Multi-Family Dwelling Unit” refer to an individual residential unit of the Multi-Family Premises.

2.86 Municipal Code

“Municipal Code” shall mean City’s Municipal Code (“Selma Municipal Code”).

2.87 Non-Compostable Paper

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

2.88 Non-Organic Recyclables

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

2.89 Organic Waste

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, lumber, wood, Paper Products, Printing and Writing Paper, or as otherwise defined in 14 CCR Section 18982(a)(46).

2.90 Paper Products

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

2.91

2.92 Party or Parties

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

2.93 Person

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

2.94 Premises

"Premises" means a tract of land with or without habitable buildings or appurtenant structures.

2.95 Printing and Writing Papers

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

2.96 Process, Processed, or Processing

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

2.97 Prohibited Container Contaminants

"Three-Container Collection service (Blue, Green, and Gray Containers) "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City 's Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable for the City 's Green Container; (iii) Discarded Materials placed in the Gray Container that are designated to be placed in City 's Green Container and/or Blue Container ; and (iv) Excluded Waste placed in any Container.

2.98 Property Owner

"Property Owner" means the owner of real property, or as otherwise defined in 14 CCR Section 18982(a)(57).

2.99 Public Resources Code (PRC)

"Public Resources Code" or "PRC" means the California Public Resources Code.

2.100 Putrescible Waste

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

2.101 Rate

“Rate” means the amount, expressed as a dollar unit, that Contractor bills a Customer for providing specified services under this Agreement.

2.102 Rate Period

“Rate Period” means a twelve (12) month period, commencing July 1 and concluding June 30.

2.103 Recycle/Recycling

“Recycle” or “Recycling” means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. The Recycling of Discarded Materials, as defined herein at section 2.49, is a Solid Waste handling activity within the scope of the Grant of Exclusive Franchise described in Section 3. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

2.104 Remnant Organic Material

“Remnant Organic Material” means the Organic Waste that is Collected in a Gray Container that is part of the Gray Container Collection stream, or as otherwise defined in 14 CCR 17402(a)(23.5).

2.105 Renewable Natural Gas (RNG)

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

2.106 Residual (or Residue)

“Residual” or “Residue” means the Solid Waste destined for Disposal, further transfer/processing as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section 17402(a)(31),

or transformation which remains after Processing has taken place and is calculated in percent as the weight of Residual divided by the total incoming weight of materials.

2.107 Responsible Customer

“Responsible Customer” means the Customer who is responsible for making arrangements with Contractor to ensure Collection services are provided at Commercial Premises or Residential Premises in circumstances where a management company, homeowner association, or similar type entity arranges Collection services for such Premises. In the event of any dispute as to whether a right or obligation set forth herein is held by a Customer or a Responsible Customer, the City Manager is authorized to resolve such dispute in a manner that he determines best implements the intent of this Agreement.

2.108 Reusable Items

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

2.109 Reuse

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

2.110 Roll-Off Box

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

2.111 Salvageable Material (or Salvaged Material)

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

2.112 SB 1383

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

2.113 SB 1383 Regulations

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

2.114 Self-Hauler (or Self-Haul)

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

2.115 Service Level

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

2.116 Single-Family or Single-Family Dwelling (SFD)

“Single-Family” or “Single-Family Dwelling” or “SFD” means any residential Premises with less than two (2) units, not including an accessory dwelling unit.

2.117 Solid Waste

“Solid Waste” has the same meaning as defined in PRC Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, other discarded solid and semisolid wastes, and all Discarded Materials, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in PRC Section 40141.
- (2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).
- (3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste Landfill, as defined in PRC Section 40195.1. Medical waste that has been

treated and deemed to be Solid Waste shall be regulated pursuant to PRC, Division 30.

2.118 Source Separated

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

2.119 Source Separated Blue Container Organic Waste (SSBCOW)

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

2.120 Source Separated Green Container Organic Waste (SSGCOW)

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

2.121 Source Separated Recyclable Materials

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

2.123 State

“State” means the State of California.

2.124 Subcontractor

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

2.126 Temporary Service

“Temporary Service” shall mean Solid Waste Handling Services provided by Contractor on an as-needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup or other projects, and by use of temporarily placed Bins or Roll off Boxes.

2.127 Term

“Term” means the duration of this Agreement, including extension periods if granted, as provided for in Section 6.

2.128 Tier One Commercial Edible Food Generators

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Supermarket.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

2.129 Tier Two Commercial Edible Food Generators

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator

differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

2.130 Ton

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

2.131 Transfer

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

2.132 Transformation

“Transformation” means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. “Transformation” does not include composting.

2.133 Transportation or Transport

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

2.134 Universal Waste (or U-Waste)

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

2.135 Work Days

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

2.136 Yard Trimmings

“Yard Trimmings” means types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal that the Generators Source Separate and set out in Green Containers for Collection for the purpose of Processing by the Contractor.

**SECTION 3 GRANT OF EXCLUSIVE FRANCHISE FOR SOLID WASTE
HANDLING SERVICES FROM ALL RESIDENTIAL AND
COMMERCIAL PREMISES, AND FOR PROVIDING
TEMPORARY SOLID WASTE HANDLING SERVICE**

3.1 Scope of Franchise

Except as hereinafter expressly set forth, City hereby grants to Contractor and Contractor hereby accepts from City, for the Term hereof, the exclusive contract, right, and privilege to Collect, transport, and dispose of all Solid Waste generated or accumulated within the Franchise Area. Contractor shall also have the exclusive right and privilege to provide all portable toilet services within the City Limits. The exclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the Term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current state or federal law or future state or federal enactments limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth herein, Contractor agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor as a result thereof.

3.2 Matters Excluded from Scope of Franchise

Notwithstanding any other provisions set forth in this Agreement to the contrary, the exclusive franchise granted herein shall exclude the Collection, transportation, recycling, and disposal of:

(A) any Solid Waste otherwise within the scope of this Agreement which is transported by a Self-Hauler as that term is defined herein and used in the Municipal Code, or any other City ordinance, resolution, regulation or policy, as such may be adopted or amended from time to time, provided that the city ordinance, resolution, regulation or policy is consistent, and is not in conflict, with this Agreement.;

(B) any Solid Waste otherwise within the scope of this Agreement during a locally proclaimed emergency (defined as a "local emergency" pursuant to Section 8630 of the California Emergency Services Act) or subsequent recovery period, provided that Contractor lacks the ability to perform the necessary work in a timely manner, or for any other reason determined by City to present an imminent and substantial threat to public health, safety or welfare;

(C) (C) any recyclable materials that are Source Separated, that are not Discarded, that are not Disposed, and which are donated or sold by the Generator thereof to any person or entity other than Contractor, for Collection, transportation, and recycling; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration, in any form or amount, for the Collection, transportation, transfer, processing or recycling of recyclable material to any person or

entity other than Contractor, the material shall be deemed to have been Discarded and the transaction shall not be considered a sale or donation;

(D) any Solid Waste otherwise within the scope of this Agreement which is Collected or transported to a disposal or recycling facility by City agents or employees in the course and scope of services provided for the City;

(E) any Solid Waste Collected at any City sponsored event if City does not request Contractor provide Collection services for the City sponsored event;

(F) the Collection, transportation, or disposal of Hazardous Waste; universal waste; E-Waste; biohazardous waste; untreated medical waste; infectious waste; Animal Waste; used cooking fats, oils, grease and similar waste; or other materials which do not constitute Solid Waste;

(G) the Collection, transportation, and disposal of Construction and Demolition Waste by a contractor, handyman, repairman, or other similar service provider, using its own equipment, as an incidental part of the services provided to its Customers, rather than as a hauling service, provided that such waste is not Collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials;

(H) the Collection, transportation, and disposal of Green Waste, including, but not limited to Green Waste and related Solid Waste by a gardener, or landscaper, as an incidental part of the gardening or landscaping services provided to its customers, rather than as a hauling service provided that such Solid Waste is not collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials; and

(I) Solid Waste Handling Services provided by any Person having a legal right to continue doing so, pursuant to Public Resources Code Section 49520, et. seq., or otherwise, as long as and to the extent such legal right continues to exist; except that to the degree any territory in which Contractor has a franchise granted by another governmental entity is annexed into City during the Term, Contractor agrees the provisions of this Agreement shall apply to such territory and further acknowledges that this Agreement constitutes any notice required by the Public Resources Code in connection therewith.

(J) Edible Food. Edible Food that is collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or that is transported by the Generator to another location(s), such as the location of a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to collect or receive the Edible Food from the Generator.

(K) Food and Beverage Byproducts. The hauling of byproducts from the processing of food or beverages and use of such material as animal feed if the byproducts originate from agricultural or industrial sources, do not include animal (including fish) processing byproducts, are Source Separated by the Generator of the byproducts, and are

not discarded; and, if the use as animal feed is in accordance with 14 CCR Section 18983.1(b)(7).

SECTION 4. ENFORCEMENT OF EXCLUSIVITY

City and Contractor agree that it is important to preserve the exclusive rights granted to Contractor by this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity hereof. In addition, City shall adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the exclusive rights granted herein. City shall have the right, but not the obligation, to enforce the exclusivity hereof, including by instituting appropriate legal proceedings. It will be the obligation of the Contractor to monitor and report any violations of exclusivity. Contractor shall reimburse City for its reasonable legal costs, administrative costs (including staff time), or other expenses incurred in connection with City's actions to either enforce the exclusivity hereof, or to assist Contractor in doing so.

SECTION 5. ACCEPTANCE; WAIVER

Contractor waives any right or claim to serve the City or any part of the City under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity including any right under Section 49520 of the Public Resources Code.

SECTION 6. TERM

The term of this Agreement (the "Term") shall be seven (7) years commencing on the Effective Date, with an option to extend the Agreement on the same terms and conditions for up to three (3) additional years (ten years total). The Solid Waste Collection services provided to Customers shall commence on July 1, 2024 ("Service Commencement Date"). The initial Term of this Agreement shall end at midnight on June 30, 2031, unless earlier terminated or unless the City provides written notice to Contractor that it desires to exercise its option to extend the Term. The decision to exercise said option shall be by mutual agreement between the parties. Prior to exercising its extension option, the City Council may, at its discretion, require the City Manager to conduct a performance review during the preceding fiscal year and said performance review will be separate from and in addition to the performance review set forth in Section 17.

SECTION 7. CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed herein:

7.8 Accuracy of Representation

All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.

7.9 Absence of Litigation

There shall be no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.

7.10 Furnishing of Insurance and Bonds, Letter of Credits, or Asset Pledge

Contractor shall have furnished evidence of the insurance and sureties required by Sections 14 and 15 hereof, and shall comply with all ongoing requirements relating thereto.

7.11 Effectiveness of City Council Action

The City Council's action approving this Agreement shall have become effective pursuant to California law.

7.12 Payment of Fees and Costs

Contractor shall have made payment to City of all fees, costs and other payments due as more fully set forth in Section 11.

**SECTION 8.
SOLID WASTE HANDLING SERVICES
PROVIDED BY CONTRACTOR**

8.8 General

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

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

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

- B. **Ownership of Discarded Materials.** By operation of this Agreement, ownership and the right to possession of all Discarded Materials shall be transferred to Contractor from the Person discarding the materials (Customer and/or Generator) once such materials are placed in

Containers and properly placed for Collection. If Prohibited Container Contaminants are found in Containers set out for Collection, the materials shall be considered not properly placed for Collection, and Contractor shall have the right to reject Collection of the contaminated Containers pursuant to Section 6.2, and the ownership of materials shall remain with the Person discarding the materials (Customer and/or Generator). Except as required in the City 's sole discretion for law enforcement purposes, at no time shall the City obtain any right of ownership or possession of Discarded Materials placed for collection and nothing in this Agreement shall be construed as giving rise to any inference that City has such rights. Refer to Section 6.1 for transfer of ownership of Discarded Materials from Contractor to Facility operator(s) of Approved/Designated Facilities.

8.9 Residential Three-Container System (Blue, Green, and Gray Containers)

- A. **General.** No later than July 1, 2024, Contractor shall provide a three-Container Collection program for the separate Collection of: 1) Source Separated Recyclable Materials; 2) Yard Trimmings, Wood Waste, and Organic Food Scraps; and 3) Solid Waste for Landfill Disposal, using Containers that comply with the requirements of this Agreement.
- B. **Source Separated Recyclable Materials Collection (Blue Container).** Contractor shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service, as described in this Agreement. Contractor shall Transport the Source Separated Recyclable Materials to the Approved Source Separated Recyclable Materials Processing Facility, as specified in this Agreement.

The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent of the City and Contractor. Contractor shall not add or remove materials to or from this list without written approval from the City Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers. The Containers shall comply with the requirements of this Agreement.

C. **Organic Waste Collection (Green Container).**

1. The Contractor will establish a Organic Waste Collection Program with Commingling of Yard Trimmings, Wood Waste, and food scraps (Green Container).

Contractor shall provide Green Containers to Customers for Collection of Yard Trimmings, Wood Waste, and food scraps, and shall provide Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport this organic waste material to the Approved Organic Waste Processing Facility, or the Approved Transfer Facility for Transfer and Transport to Approved Organic Waste Processing Facility.

The Parties agree that types of Yard Trimmings, Wood Waste, and Food Scraps may be added to or removed from this list from time to time by mutual consent or at the sole

discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

E. Mixed Waste Collection (Gray Container).

Contractor shall provide Gray Containers to Customers for Collection of solid waste that is not eligible for placement in either the Blue Container or Green Containers and is only suitable for landfill. Contractor shall Transport the Mixed Waste to the Approved Disposal Facility, or the Approved Transfer Facility for Transfer and Transport to an Approved Disposal Facility. Contractor may allow carpets and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers.

8.9 Commercial Three (3) Container Collection for Source Separated Recyclable Materials, Green Waste, Organics (Food Scraps) and Solid Waste for Landfill.

A. General. No later than July 1, 2024, Contractor shall provide a three Container Collection program for the separate Collection of Source Separated Recyclable Materials, Green and Wood Waste, Organic Food Waste (Scraps) and Non-Recyclable Waste using Containers that comply with the requirements of this Agreement.

B. Source Separated Recyclable Materials Collection (Blue Container). Contractor shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service, as described in this Agreement. Contractor shall Transport the Source Separated Recyclable Materials to the Approved Source Separated Recyclable Materials Processing Facility, as specified in this Agreement.

The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent of the City and Contractor Contractor shall not add or remove materials to or from this list without written approval from the City Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers. The Containers shall comply with the requirements of this Agreement.

C. Organic Waste Collection (Green Container). Contractor will establish an Organic Waste Collection Program for source-separated food scraps and other food waste material for all Generators required to recycling this material by SB 1383.

The Parties agree that types of Organic Waste may be added to or removed from this list from time to time by mutual consent. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, non-Compostable

Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

D. Waste Collection (Gray Container).

Contractor shall provide Gray Containers to Customers for Collection of Gray Container Waste, and shall provide Gray Container Waste Collection service, as described in this Agreement. Contractor shall Transport the Gray Container Waste to (i) the Approved/Disposal Facility, or (ii) the Approved Transfer Facility for Transfer and Transport to an Approved Disposal Facility, as specified in this Agreement. Contractor may allow carpets and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers. The Containers shall comply with the requirements of this Agreement.

8.10 DELETE

8.8 City Facility and City Event Services

Contractor shall provide Collection services to all City facilities and events listed herein, at the service levels requested by the City, and at no cost to City. The City facilities and City Events to be serviced by Contractor include the following:

- City facilities located at:
 1. City Hall - 1710 Tucker Street
 2. City Hall Annex – 1711 Tucker Street
 3. Police Department – 2055 Third Street

4. Old Police Station – 1935 E. Front
5. City Corporation Yard – 1325 Nebraska Ave
6. Fire Station #1 – 1927 W. Front
7. Fire Station #2 – 2857 A Street
8. Fire Department Training Center – 1325 Nebraska Ave
9. Future Fire Station – Thompson Ave / Huntsman Ave
10. Selma Arts Center – 1935 High Street
11. Salazar Youth Center – 1800 Sheridan Street
12. Nick Medina Senior Center – 2301 Selma Street
13. Weed & Seed Office – 2099 Mitchell
14. All Downtown Street Receptacles (currently estimated at 18, but may vary)

▪ City parks located at:

1. Lincoln Park – McCall/Rose
2. Shafer Park – Floral/Thompson
3. Berry Park – Second/Whitson
4. Pioneer Village – 1880 Art Gonzales Parkway
5. Brentlinger Park – Rose/Olive
6. Little League Park – Orange/Rose
7. Thompson Ave Park (Future) – Thompson / Saginaw
8. Ringo Park – Nebraska/Mitchell
9. Salazar Park – 1800 Sheridan
10. Nebraska Dog Park

▪ Community events:

1. Selma Raisin Festival
2. July 3rd Celebration
3. Marching Band Festival
4. Annual Car Show
5. TBD
6. TBD
7. TBD

8.9 C&D Collection

Contractor shall have the exclusive right to Collect C&D materials from all Customers that subscribe to C&D Collection service and Transport the C&D to (i) the Approved/Designated C&D Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated C&D Processing Facility, as specified in this Agreement. Contractor shall provide C&D Collection and Processing services in accordance with this Agreement.

8.10 Hazardous Household Waste, Christmas Tree Pickup, and Bulky Item Collection

In addition to regular collection services, Contractor shall provide, free of charge, one (1) annual collection event per-year for Household Hazardous Waste (HHW) for all City-residents,

annual Christmas tree pickups (covering 3-week period), and bulky item collections that include: twice per-year per scheduled pick-up for all residential properties (including multi-family properties and monthly sweeps of the City shall be performed, and any abandoned items observed removed.

8.13.4 Equipment

Contractor shall furnish all labor, supervision, materials, supplies, and equipment necessary to provide for all services required by the terms of this Agreement.

8.13.5 Performance Standards

Contractor shall perform Solid Waste Handling Services as required hereunder in a workmanlike manner consistent with good housekeeping standards and all relevant provisions of Applicable Laws.

8.13.6 Noise and Disruption

Contractor shall perform Solid Waste Handling Services as required hereunder in such a manner as to minimize noise and other disruptive impacts including, without limitation, those upon traffic.

8.13.7 Collection Times

Contractor shall not commence Collection of Solid Waste for Customers until 7:00 a.m., nor shall such activities occur after 6:00 p.m. at Residential Premises and Commercial Premises. City may authorize collection of commercial and industrial waste at other times, at the discretion of the City Manager. No Solid Waste Collection shall occur on Sundays at Residential Premises or Commercial Premises, except in exceptional circumstances for which specific approval is given by the City Manager. Solid Waste Collection shall not occur on the following holidays: New Year's Day, Thanksgiving Day, Christmas Day, and any other holidays observed by the Designated Disposal Facility. City and may request to meet annually to discuss holiday collection schedules for the upcoming year.

8.13.8 Collection Schedule

All Collection routes shall be subject to final approval by the City Manager. Customers at all Residential and Commercial Premises within the City shall have not less than one established Collection day each week. Contractor shall provide notice to each Customer of its established Collection day(s), and shall provide at least thirty (30) days' notice to Customers of any change in their established Collection day(s). Notwithstanding any provision herein to the contrary, should any established Collection day fall on a legal holiday, or on any other holiday which is observed by either a landfill or other lawful disposal site to which Solid Waste is taken for disposal, or a recycling facility to which Recyclable Material is taken, Contractor shall provide for Collection one (1) day later during the pick-up week, and the regular Collection schedule shall be resumed the following week. A pick-up week shall be defined as Monday through Saturday. Contractor

may not change its established Collection schedules without obtaining the prior written consent of the City Manager.

Contractor shall provide a methodology for appropriately allocating any commingled Solid Waste Collected. Contractor shall provide reports that demonstrate any commingled Solid Waste Collected and how it used the methodology to appropriately allocate the commingled Solid Waste.

8.13.9 Contractor's Containers

A. Provision of Containers by Contractor and Color Standards

1. General

Contractor's Collection Container bodies and/or lids shall comply with the color requirements of SB 1383 Regulations and display required labeling.

Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Section or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law.

2. Blue Containers (Source Separated Recyclable Materials)

Blue Containers must have a lid and/or body that is blue in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

3. Green Containers

Green Containers must have a lid and/or body that are green in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

4. Gray Containers

Gray Containers must have a lid and/or body that are gray in color. Hardware such as hinges and wheels on the Gray Container may be a different color.

5. C&D Bins and Roll-Off Boxes

Bins and Roll-Off Boxes for Collection of C&D may be in any color, provided that the colors do not conflict with 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. . The C&D Container color shall be reviewed and approved by the City.

B. Labeling Requirements

Imprinted or In-Mold Labels for New Containers or New Lids

On or before July 1, 2024, Contractor shall imprint new Container bodies or lids with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City Contract Manager for approval.

C. Container Standards

(A) Contractor's Containers shall initially provide containers that are new or in "as new" condition, which means fully functional, well painted or otherwise uniformly colored with no visible rust or graffiti, and properly labeled.

(B) Contractor shall be responsible to maintain and replace, as necessary, all Containers.

(C) All Containers shall be maintained by Contractor in good repair, and any question as to the meaning of this standard shall be resolved by the City Manager.

(D) Contractor shall deliver Containers to each Customer at no additional charge.

(E) Contractor shall ensure it maintains an accurate list that contains the total number of Carts, Bins, and Rolloff containers at each service address or other identifying location associated with each account and the serial number or other identifying information associated with each Cart or Bin. Contractor shall keep this list up to date at all times, provide it to City upon request, and shall include a current updated list with each annual report as set forth in this agreement. In addition, Contractor shall provide this list to City within thirty (30) days of the Service Commencement Date.

(F) In exceptional circumstances or when a customer requests a service not included in Exhibit A, the City Manager may approve proposed fees to accommodate this request.

(G) Contractor shall, at Responsible Customer's request, refurbish, replace, and steam clean as necessary all Bins and Rolloff Boxes at no charge to Customers once per calendar year. City may require the steam cleaning or replacement of Bins more frequently if it determines such action is needed to protect public health and safety. Additional steam cleaning or replacement shall be provided at a charge not to exceed the maximum rate set forth in the City's adopted fee resolution.

(H) Contractor shall remove any graffiti that appears on a Container within seventy-two (72) hours (Sundays and holidays excepted) after becoming aware of it at no charge to Customers. Each customer will receive one free switch out for graffiti. Any subsequent switch-outs will be subject to the City's adopted fee resolution. All Bins and Rolloff Boxes shall be kept freshly painted in a uniform fashion. All Bins and Rolloff Boxes shall be identified with Contractor's name and phone number in letters not less than

three inches high on its exterior so as to be visible and legible when the Container is placed for use.

(I) At a Customer's request, Contractor shall provide Bins with locking lids and locks and may charge rates to Customers for locking Bins which do not exceed the maximum rates set forth on Exhibit A.

(J) Contractor shall mark its Containers with conspicuous warning notices stating disposal of Hazardous Substances in the Containers is prohibited.

8.13.10 Missed Pick-ups

In case of a missed pick-up called in by a Customer, Contractor shall Collect Solid Waste and Recyclable Material from such Customer by 5:00 p.m. on the day of the call if Contractor was notified before 10:00 a.m. that same day or, for calls received after 10:00 a.m., within twenty-four (24) hours after the call is received. Records of the addresses of all missed pick-ups shall be maintained by Contractor and shall be reported to City on a monthly basis in accordance with Section 23.1. If Contractor demonstrates to the satisfaction of the City Manager a pattern of ongoing late "set-outs" by a given Customer, missed pick-ups resulting from late set-outs by that Customer shall not be counted as missed pick-ups in evaluating Contractor's performance hereunder. The Customer service phone system required by Section 10.8.2 hereof is intended, among other things, to serve as a "hotline" for Customers to call in the event Solid Waste placed for Collection is not Collected by Contractor and to facilitate having such Solid Waste Collected as soon as reasonably possible, and in no event later than as required by the provisions hereof.

8.13.11 Record of Non-collection

As more fully set forth herein, Contractor shall Collect all Solid Waste placed for Collection by Customers in Containers, excepting materials that do not meet the definition of Solid Waste (such as hazardous materials) or which are commingled with such materials. Whenever Contractor determines not to Collect any Solid Waste deposited for Collection, Contractor shall notify customer indicating the reason for Contractor's refusal to do so. Contractor shall maintain records of the date of such notice, street address, reason for non-collection, and a summary of any communications between Contractor and the Customer involved.

8.13.12 Commercial Bulky Item Service

Contractor shall provide Bulky Item Collection services to Commercial Customers on an on-call basis. Contractor may charge rates for such services. Bulky Item Collection service calls shall be responded to within a reasonable time but not longer than seven (7) days from the date of the Customer's call for service. Contractor shall produce, keep current, and provide public information specifically outlining the Bulky Item pick-up service.

8.13.13 Scout and/or Push Out Services

Certain Commercial Premises within the City Limits are uniquely configured such that Contractor may determine that a smaller vehicle may be needed to retrieve a Customer's Container in order for a regular Collection vehicle to service the Container ("Scout Service"). Certain Commercial Premises may be configured such that a Customer's Container must be manually moved in order to be serviced by a Collection Vehicle ("Push Out Service"). Contractor shall provide Scout Service and/or Push Out Service to Commercial Premises as it deems appropriate..

8.14 Other Collection Programs as May Be Required by Law

In the event CalRecycle, or any federal, state, or local law or regulation, imposes upon City or Contractor a requirement for the implementation of any source separated program for the Collection of any waste material (whether or not meeting the definition of Solid Waste hereunder) not already covered by this Agreement, whether Commercial or Residential in nature, Contractor shall design and present a program to City to comply with such requirement, which program shall meet the City Manager's reasonable approval ("Proposed Program"). Except with respect to programs which are required due to Contractor's failure to comply with the requirements of this Agreement, Contractor and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth on Exhibit A in order to compensate Contractor for implementing said Proposed Program.

In determining a fair and reasonable rate adjustment, City may consider the cost to Contractor in providing the Proposed Program. If City and Contractor cannot agree on a rate adjustment for the Proposed Program within ninety (90) days from the date City first requests Contractor design and present the Proposed Program to City, then City may enter into an agreement with another party for the services that would be provided by Contractor's Proposed Program and Contractor agrees that the Proposed Program shall be exempt from the exclusivity granted to Contractor in this Agreement, at a lower cost than the Contractor has proposed.

Contractor shall present the Proposed Program within sixty (60) days of a request to do so by City. The Proposed Program shall include a detailed description of the following: (1) Containers to be used and method of Collection; (2) equipment to be used (e.g., vehicle number, models, capacity, and age); (3) number of employees required for the Proposed Program; (4) materials to be Collected; (5) promotional and public education materials; (6) a two-year projected financial analysis of the Proposed Program's operations in an operating statement format, including documentation of the key assumptions underlying the projections, and the support for those assumptions; and (7) any other information required by City to evaluate the Proposed Program.

8.15 Temporary Services

Contractor shall provide Temporary Services on an on-call basis to any Customer requesting such service pursuant to the following conditions:

(A) Bins and Roll off Boxes utilized in connection with Temporary Services shall meet the minimum standards set forth herein.

(B) Temporarily placed Bins may be used for small cleanup type projects at Single Family and Multi-Family Dwellings; provided, however, Bins used for such purposes shall not remain at the same address for a period that exceeds two consecutive weeks. Bins may not be placed in any public rights-of-way so as to create a safety hazard or so as to block any right-of-way to a degree that it is not reasonably usable. Bins placed in City 's rights-of-way shall be subject to such requirements as may be imposed by City, including without limitation the payment of fees as may be adopted by the City Council, and at a minimum shall be equipped with reflectors, reflective tape, reflective paint, or other reflective devices which, to the satisfaction of the City Manager, make such Bins reasonably visible to vehicle traffic at night.

(C) Contractor shall work with Customers subscribed to construction and demolition debris Collection services to ensure that requirements under the City 's ordinance regulating the recycling and disposal of construction and demolition waste are met, including, but not limited to, ensuring that each covered project meets the minimum required diversion level. Contractor agrees to comply with all provisions of the ordinance, as may be amended from time to time, and to provide services for construction contractors in City as may be contemplated by any such ordinance (such as assistance in preparing plans for the collection, recycling and disposal of construction and demolition waste in accordance with this Agreement and providing data for reporting to the City).

(D) In addition to complying with any related requirements that may exist in any ordinance which may be in effect in City regulating construction and demolition waste, including specific diversion levels that may be required by any such ordinance, Contractor shall make all reasonable efforts to recycle all construction and demolition waste it Collects, especially to the degree such loads contain clean inert materials. Towards this end, Contractor shall make available to Customers involved in construction separate containers within which to Collect different types of marketable materials, such as dirt, steel, concrete and wood.

8.15.1 Warranties and Representations

Contractor warrants and represents that it is aware of and familiar with City 's Source Reduction and Recycling Element (the "SRRE"), that it is familiar with City 's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the diversion goals (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in AB 939, and all amendments thereto, and that it shall do so without imposing any costs or fees other than those set forth on the attached Exhibit A (including if it implements new programs to achieve such goals which are not called out herein).

8.15.2 Mutual Cooperation

City and Contractor shall reasonably cooperate in good faith with all efforts by each other to meet City 's diversion and other compliance requirements imposed by AB 939 and other Applicable Laws. In this regard, City 's obligations shall include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting diversion goals, or other exceptions from the terms of AB 939 and other Applicable Laws.

8.15.3 Waste Reduction and Program Implementation

Contractor shall implement the programs identified in the SRRE immediately upon the Service Commencement Date hereof, and will implement any programs required by any amendments or modifications thereto. In meeting this obligation Contractor shall be mindful of and comply with all requirements of any applicable agreements between the City and the County of Fresno, including specifically, without limitation, the requirements thereof generally relating to (i) the delivery of Solid Waste only to transfer stations that provide quarterly certifications of Solid Waste delivered, and (ii) the disposal of residual Solid Waste that remains after recycling processes have been completed. On and after the Service Commencement Date, Contractor shall provide City with monthly, quarterly and annual written reports in a form adequate to meet City 's AB 939 related filing and reporting requirements to CalRecycle and to the **County of Fresno** throughout the Term of this Agreement wherein City 's performance under the above programs shall be set forth in detail. Contractor shall be responsible to prepare, or assist City with the preparation of, all reports and other information as may be required by any agency, including specifically, the State of California, in order to comply with AB 939. Contractor shall reimburse City for any costs City incurs in appearing before CalRecycle and/or the **County of Fresno** in relation thereto.

A. Disposal and Processing Plan for the Residential, Commercial, Multi-family and Industrial Waste

1. The waste from the GREY Container collected from Residential, Multi-family and Commercial sources will be delivered to the Approved Disposal Facility.
2. The BLUE Container material collected from Residential, Multi-Family and Commercial sources will be delivered to the Approved Source Separated Recyclable Materials Processing Facility. At this facility, recyclables are sorted, consolidated and shipped to market.
3. The GREEN Container material collected from Residential, Multi-Family and Commercial generators will be delivered to the Approved Organic Waste Processing Facility and composted and blended in order to make a rich soil amendment available for the commercial market. Contractor, will ensure that the material coming from the City of Selma has a home and will not be landfilled or used as alternative daily cover (ADC).

The residuals and small fractions from the compost process will be returned to the County landfill system, if required by an agreement between the City and the County of Fresno.

8.15.4 Guarantee and Indemnification

Contractor warrants and guaranties that it will carry out its obligations under this Agreement such that it will at all times be in compliance with the requirements of all Applicable Laws including specifically AB 939 and SB 1383. The programs in this Agreement are designed to meet the implementation and education requirements of SB1383 and help the City achieve annual diversion requirements set by CalRecycle. The City's actual annual diversion rate depends on participation of businesses and residents, their respective adherence to program requirements and local code, the City's enforcement of applicable codes, and the City's implementation of other programs outside the scope of this Agreement. In this regard, Contractor agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

(A) to the extent legally permitted, defend, with counsel approved by City , indemnify, and hold harmless City and City 's officials, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if Contractor fails or refuses to timely provide information relating to its operations which is required pursuant to this Agreement or any Applicable Laws and such failure or refusal prevents or delays City from submitting reports required by Applicable Laws in a timely manner;

(B) assist City in responding to inquiries from CalRecycle;

(C) assist City in preparing for, and participating in, any review of City 's SRRE pursuant to Applicable Laws;

(D) assist City in applying for any extension if so directed by City ;

(E) assist City in any hearing conducted by CalRecycle relating to City 's compliance with Applicable Laws;

(F) assist City with the development of and implement a public awareness and education program that is consistent with the City 's SRRE, as well as any related requirements of Applicable Laws;

(G) provide City with recycling, source reduction, and other technical assistance related to compliance with the Applicable Laws;

8.15.5 be responsible for and pay, any fees, penalties or other costs imposed against the City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of AB 939's diversion requirements, or violation of any other provision of the Applicable

Laws, arising from Contractor's performance, or lack thereof, of its obligations under this Agreement.

8.15.6 Guaranteed Minimum Contractor Recycling Rate

Contractor shall divert Solid Waste it Collect's under this Agreement to ensure that the City is in full compliance with the CalRecycle's waste diversion requirements under AB939 for each calendar year beginning January 1, 2025 ("Recycling Diversion Requirement"). Diversion of materials not Collected by Contractor shall be counted towards meeting the Recycling Diversion Requirement. For the purposes of this section, Contractor diversion includes only Recycling methods, Transformation, and/or other forms of landfill diversion which are accepted by the State toward meeting the City's diversion goal under AB 939. Contractor shall not be entitled to a reduction in the Recycling Diversion Requirement, or a rate adjustment, if or when:

- Transformation or other facilities are no longer available for any reason;
- CalRecycle diversion credit under AB 939 or other Applicable Laws is no longer provided for Solid Waste sent to a Transformation facility; or

To comply with this section, Contractor is required to submit timely tonnage reports supporting the Recycling Diversion Requirement, and to provide supporting documentation as may be requested by City or its designee as part of, or independent of, an audit. Failure to meet, and fully support, the Recycling Diversion Requirement may result in City assessing liquidated damages in accordance with this Agreement.

8.15.7 Waste Generation/Characterization Studies

Contractor acknowledges that City must perform Solid Waste generation and disposal characterization studies periodically to comply with the requirements of AB 939. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City, to determine weights and volumes of Solid Waste Collected and characterize Solid Waste generated, disposed, transformed, diverted or otherwise handled/processed to satisfy the requirements of AB 939.

SECTION 9. OTHER SERVICES

9.1 Transfer, Processing, and Disposal

- A. Contractor shall Transport all Discarded Materials to the Approved Facilities designated herein and shall Transfer, Process, and Dispose of Discarded Materials in accordance with this

Section. The Approved Facilities shall be as follows and are in compliance with State requirements thereto:

1. Mid-Valley Disposal Elm Ave Transfer Station
Address: 2721 S Elm Fresno, CA 93706
2. Mid-Valley Disposal Kerman Transfer Station
Address: 15300 W Jensen, Kerman Ca 93630
3. Mid-Valley Disposal Kingsburg Transfer Station
Address: 1535 Ave 392 Kingsburg, CA
4. AMERICAN AVE LANDFILL
Address: 18950 W American Ave. Kerman Ca 93630
5. VISALIA LANDFILL
Address: 33036 Road 80 Visalia, Ca 93291

9.2 City reserves right to direct use of a City-Designated Facility at a later date

Contractor agrees that the City Council may, upon making a finding of public health, safety, well-being, or benefit, direct Contractor to deliver any or all Source Separated Recyclable Materials, SSGCOW and/or Gray Container Waste Collected within the City to any type of Designated Facility, as City may designate. Such a change shall be considered the City-directed change in scope and handled in accordance with provisions in Section 4.4. The Residue remaining after Processing, or recovery of Source Separated Recyclable Materials, SSGCOW, and C&D shall be subject to the Council's authority to direct Disposal at a Disposal Facility designated by the Council. City shall reserve the right to direct such Residue in accordance with the Council's direction in any agreement with the Facility operator of any Transfer Facility or Processing Facility where Contractor delivers Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and/or Gray Container Waste. Contractor agrees to Transport Discarded Materials to the Designated Facility(ies) designated by the Council, commencing no later than Sixty (60) days from receipt of notice from the City Manager.

9.3 Contamination Monitoring

SB 1383 Regulations (14 CCR Section 18984.5(g)) state that nothing in the regulations limits the City from adopting contamination standards, sampling, or noticing protocols that are more stringent or rigorous than the Container contamination minimization requirements of SB 1383 Regulations (14 CCR Section 18984.5). Cities may want to exceed the contamination monitoring requirements of SB 1383 Regulations (14 CCR Section 18984.5) to manage contamination levels to achieve their goals for reduction in Landfill Disposal and/or high quality and marketability of Recycled products and Compost, etc.

9.5.1 Contamination Monitoring Procedures

A. **General.** This Section presents inspection method(s) for Prohibited Container Contaminants to be used by the Contractor in conducting contamination monitoring required by this Agreement.

B. **Container Inspection Methods.**

1. **Option 1:** Physical Container Inspections. When Contractor's Hauler Route personnel dismounts from Collection vehicles to empty a Container, such personnel shall lift the Container lid and observe the contents. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in this Agreement.
2. **Option 2:** Visual Inspections via On-Board Monitoring System. For Collection vehicles with automated Collection service, the Collection vehicle hopper shall be equipped with a video camera and monitoring system. The Contractor's Hauler Route personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in this Agreement.
3. **Option 3:** Visual Inspection via Remote Monitoring.
 - a. Contractor shall install camera equipment in Containers and use a cloud-based software that will enable Contractor, City, and/or other applicable enforcement personnel to monitor and examine the contents of Single-Family, Multi-Family, and/or Commercial Containers using digital photographic images obtained from the cameras installed in the Containers. The digital images shall be maintained and accessible for examination through the Contractor's cloud-based software platform. Contractor will perform regular and frequent remote monitoring of each Container, automatically, manually, or in combination using the remote monitoring system.
 - b. The Container monitoring system will capture digital pictures multiple times each day of the contents of the Container to document and visualize various layers of material in the Container. Capturing multiple digital pictures is necessary to detect Prohibited Container Contaminants throughout the Container.

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

1. **Record Keeping.** The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue, Green, or Gray Container); and maintain photographic evidence, if required. Contractor

shall submit this record to the Contractor's Customer service department, and Contractor's Customer service department shall update the Customer's account record to note the event, if the documentation if the on-board computer system did not automatically update the Customer's account record.

2. **Identification of Excluded Waste.** If Contractor's personnel observe Excluded Waste in an uncollected Container, the Contractor's personnel shall issue a non-Collection notice for this Container and shall not Collect the Discarded Materials that contain Excluded Waste. Contractor's personnel shall record that observation and immediately inform their route supervisor. The route supervisor shall investigate and initiate applicable action within one (1) Business Day or sooner if the Hazardous Waste may cause immediate danger.
3. **Courtesy Pick-Up Notices.** Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Green Container, and/or Gray Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that Contractor may assess contamination Processing fees or issue a non-Collection notice; and, (v) may include photographic evidence. Contractor shall leave the courtesy pick-up notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message.

Contractor shall Collect the contaminated Source Separated Recyclable Materials or SSGCOW and Transport the material to the appropriate Approved Facility for Processing; or, Contractor may Collect the contaminated materials with Gray Container Waste/Mixed Waste and Transport the contaminated materials to the appropriate Approved/Designated Facility for Disposal/ Processing.

4. **Notice of Assessment of Contamination Fees.** If the Contractor observes Prohibited Container Contaminants in a Generator's Container and issued courtesy pick-up notices on each of those occasions, the Contractor may impose a contamination fee approved by the City (which will be adjusted annually pursuant to Section 10). Contractor shall leave a contamination fee notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. The contamination fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination fee on its next bill. The format of the contamination fee notice shall be approved by the City Contract Manager.
5. **Non-Collection Notices.** Upon identification of Prohibited Container Contaminants in a

Container in excess of standards agreed upon by the Parties or Excluded Waste, Contractor shall provide a non-Collection notice to the Generator. The non-Collection notice shall, at a minimum: (i) inform the Customer of the reason(s) for non-Collection; (ii) include the date and time the notice was left or issued; (iii) describe the premium charge to Customer for Contractor to return and Collect the Container after Customer removes the Contamination; and, (iv) provide a warning statement that a contamination Processing fee may be assessed if Prohibited Container Contaminants are observed again. The non-Collection notice may include photographic evidence of the violation(s).

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

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

6. **Communications with Customer.** Whenever a Container at the Premises of a Commercial or a Multi-Family Customer is not Collected, Contractor shall contact the Customer on the scheduled Collection day or within forty eight(48) hours of the scheduled Collection day by telephone, email, text message, or other verbal or electronic message to explain why the Container was not Collected. Whenever a Container is not Collected because of Prohibited Container Contaminants, a Customer service representative shall contact the Customer to discuss and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures.
 7. **Contractor Return for Collection.** Upon request from Customer, Contractor shall Collect Containers that received non-Collection notices within one (1) Working Day of Customer's request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. Contractor shall bill Customer for the extra Collection service event ("extra pick-up") at the applicable City -approved Rates only if Contractor notifies Customer of the premium Rate for this service at the time the request is made by Customer.
- D. **Disposal of Contaminated Materials.** If the Contractor observes Prohibited Container Contaminants in a Generator's Container(s), Contractor may Dispose of the Container's contents, provided Contractor complies with the noticing requirements above.

9.5.2 Ongoing Contamination Monitoring

- A. **Route Personnel Monitoring.** Contractor shall assist on an ongoing basis in minimizing contamination by helping to educate Customers on acceptable and non-acceptable materials through ongoing education and outreach efforts and through on-going monitoring of the

contents of Collection Containers. The ongoing Container monitoring shall be performed by Contractor using the method described in this Agreement.

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

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in this Agreement.

3. **Quarterly Reporting Requirements.**

Contractor shall maintain records and report to the City quarterly on contamination monitoring activities and actions taken, in accordance with this Agreement.

9.4 Education and Outreach

Education by Contractor

- A. **General.** In order to promote public education, Contractor shall create all public education materials and conduct education programs and activities described in this Section at its expense.
- B. **Program Objectives.** Contractor's public education and outreach strategy shall focus on improving Generators' understanding of the benefits of and opportunities for source reduction, Reuse, and Landfill Disposal reduction. In general, Contractor-provided public education and outreach, which shall include all content required by this Section 6.3, should: (i) inform Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, Reuse, and reduction of Solid Waste Disposal; (ii) instruct Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection with specific focus on minimizing contamination of Source Separated Recyclable Materials and SSGCOW; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying products if the product and its packaging are not readily reusable, recyclable, or compostable; (v) inform Generators subject to Food Recovery requirements under SB 1383 Regulations of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encourage the use of Compost; and, (vii) encourage Generators to purchase products/packaging made with Recycled-content materials. The cumulative intended effect of these efforts is to reduce each Generator's reliance on Contractor-provided Gray Container Waste/Mixed Waste service and, ultimately, Disposal, and Contractor agrees to support and not undermine or interfere with such efforts
- C. **Contractor Cooperation and/or Support for City Educational Efforts.** Contractor acknowledges that they are part of a multi-party effort to operate and educate the public about the integrated waste management system. Contractor shall cooperate and coordinate with the

City Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns.

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

- D. **Annual Education Plan.** Annually, Contractor shall develop and submit an annual public education plan to promote the programs performed by Contractor under this Agreement. The annual public education plan shall present the education activities for the upcoming calendar year and shall be submitted with the Contractor's annual report. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be developed or updated, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how Contractor's annual public education budget will be spent. The City Contract Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City Contract Manager. Each plan's implementation success shall be measured according to the deadlines identified and products developed. Contractor shall meet with the City Contract Manager to present and discuss the plan. City Contract Manager shall be allowed up to fourteen (14) days after receipt to review and request modifications. The City Contract Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the City Contract Manager.

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

Beginning on the Effective Date of this Agreement and through calendar year 2024, Contractor shall conduct an education campaign focused on informing Customers of the Collection program changes that will commence on July 1, 2024. At a minimum, Contractor shall perform the activities listed below and shall perform these services in a manner that complies with requirements of 14 CCR, Division 7, Chapter 12, Article 4.

1. Prepare and distribute an initial mailer to all Customers explaining the change from the existing hauler to the new Contractor (if applicable), changes from the existing Collection programs to new programs, Hauler Route changes, dates of program implementation, key transition dates, Recycling and Landfill Disposal reduction programs available, special services available, holiday Collection schedules, proper handling and disposal of Household Hazardous Waste, Contractor's contact information, and any additional education and outreach information specified in 14 CCR, Division 7, Chapter 12, Article 4. The initial mailer shall be printed and mailed or hand delivered to Customers, and shall also be made available in an electronic format through the Contractor's website.

Contractor may provide a Customer with an electronic version of the initial mailer, rather than a printed version, if specifically requested by the Customer.

2. Prepare a "how-to" flyer describing how to prepare Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste for Collection and describe the acceptable materials that can be included in the Blue and Green Containers, as well as non-allowable materials. The flyer should emphasize any new types of Source Separated Recyclable Materials to be included in Blue Containers and the new Food Waste Collection program. Prepare separate flyers for Single-Family, Multi-Family, and Commercial Customers addressing their unique service conditions. The flyers shall be printed and distributed to each Customer, as well as made available in an electronic format through the Contractor's website. The Contractor shall provide a sufficient number of flyers to each Multi-Family property manager for their distribution to each tenant unit. Contractor may provide a Customer with an electronic version of the flyer rather than a printed version, if specifically requested by the Customer.
3. Prepare printed signage and posters describing Collection programs and distribute to Multi-Family property managers and Commercial Customers for on-site use.
5. Prepare and distribute public service announcements (PSA) for local newspapers.
6. Meet with up to two (2) business associations (such as the Chamber of Commerce, Rotary Club, and other similar organizations) in separate venues to: educate Commercial Businesses on the Collection programs, State requirements (including SB 1383 and SB 1383 Regulatory requirements) for the City and Generators; answer questions; and, provide service and Rate information.
7. All education material designed and/or distributed by the Contractor may be submitted to the City Contract Manager for approval prior to distribution or posting on the Contractor's website.

F. Annual and/or Ongoing Education Requirements.

1. Specific Annual Educational Activities

- a. Annual Notice of Requirements. Not less than once per year during each Rate Year, Contractor shall prepare and distribute to each Generator in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor and City to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website.
- b. Billing Inserts. Upon City request, Contractor agrees to insert and distribute brochures, newsletters, or other information developed by the City as inserts in Contractor's Customer invoices.. Upon City request, Contractor shall be responsible for printing the bill inserts. For Customers receiving electronic bills, Contractor agrees to distribute brochures, newsletters, or other information

developed by the City as attachments to Customer invoices at no additional charge to the City. Contractor shall provide electronic bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City request for such inserts, Contractor shall comply with such request during its next billing cycle for the targeted Customer group. Contractor shall perform this service with no additional requirement for compensation.

- c. Multi-Family and Commercial Customer Signage. Contractor shall provide all Multi-Family and Commercial Customers with Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste or Mixed Waste program guidelines, including posters to be placed in Collection areas and enclosures and other community areas at each Premises or building where Discarded Materials are stored, if practical depending on the availability of community areas.
- d. Minimum Website Requirements. Contractor shall develop and maintain a website (with a unique URL specific to the City) that is specifically dedicated to the City to provide Generators with detailed service information. The website or webpage shall be accessible by the public, and shall include all education and outreach materials being provided, without requirement for login. Contractor shall update the website regularly so that information provided is current.
- e. Instructional Service Guide. On or before July 1, 2024, Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays and a Customer service phone number. On or before July 1, 2024, the service guide shall be printed and delivered with each set of Containers distributed to a Generator and shall be delivered annually to all Generators. Contractor shall prepare different service guides for Single-Family, Multi-Family, Commercial Generators, and Commercial Edible Food Generators. Contractor shall, at its sole expense, revise, re-print, and redistribute service guides once every three (3) years or at least ninety (90) days prior to a change in the accepted or prohibited materials for any program. Contract shall make the service guide available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the instructional service guide rather than a printed version, if requested by the Customer.
- f. Annual Multi-Family Dwelling Unit Notices. Prior to the Commencement Date of this Agreement, Contractor shall obtain and track in its Customer information system(s) the number and addresses of dwelling units at each Multi-Family Premises serviced by Contractor. Contractor shall maintain this database by auditing the data at least once every three (3) years. At least annually, commencing no later than July 1, 2024, Contractor shall prepare and distribute notices to each Multi-Family Dwelling Unit at Multi-Family Premises serviced by Contractor. The annual notices shall be a minimum of two (2) pages (which may include the

front and back of a single printed sheet), and shall include information on regulations governing Discarded Materials, Hazardous Waste, and toxic waste; City and State requirements to properly separate Discarded Materials (such as requirements of the Municipal Code and of State statutes and corresponding regulations, including, but not limited to, AB 341, AB 1826, and SB 1383); instructions on properly separating materials; waste prevention; services available; and any other information required by the City or by State regulations (including SB 1383 Regulatory requirements for education, pursuant to 14 CCR, Division 7, Chapter 12, Article 4). As an alternative, Contractor may comply with these requirements through preparation and distribution of an annual newsletter distributed to each Multi-Family Dwelling Unit that provides the same information. Contractor shall make notices and newsletters available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the notices rather than a printed version, if requested by the Customer.

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

- h. Education Materials for Property and Business Owners and Tenants

Contractor shall annually provide Property Owners and Commercial Business owners with public education materials for their distribution to all employees, contractors, and tenants. The Contractor's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials, and shall reflect content requirements described below. Contractor shall provide the following materials for this purpose: insert materials (such as, but not limited to, welcome packets, flyers, and signs). A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

- i. Education Requirements for Commercial Edible Food Generators

Franchisee shall provide City with necessary data and reporting to determine which customers are considered tier 1 and tier 2 commercial edible food generators.

At least annually, the Franchisee shall provide Commercial Edible Food Generators with the following information:

- Information about the City's Edible Food Recovery program;

- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

I. Material Distribution Methods

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

1. Printed materials. Contractor shall provide printed education materials to at a level reasonably required to support collection programs. The Contractor shall be responsible for the design, printing, and distribution of these materials. All Contractor-printed public education materials shall, at a minimum, use recycled paper and/or be made of recycled material. The Contractor will use 100% post-consumer paper and procure printed materials from local businesses.
2. Electronic materials and website content. Contractor shall provide electronic and website content for education and outreach materials, which may include, but are not limited to: digital graphics, digital versions of print materials, social media posts, and blog posts. The Contractor shall be responsible for the design, posting, and electronic distribution of these materials.

J. Non-English Language Requirements

In accordance with 14 CCR Section 18985.1(e), the Contractor shall make all public education and outreach materials required by this Section available in English, Spanish, and any other non-English language spoken by a substantial number of public provided organic waste collection services within the City by Contractor pursuant to this Agreement.

K. Record Keeping and Reporting Requirements

Contractor shall comply with the public education and outreach record keeping and reporting requirements of this Agreement.

L. Personnel

1. Public Education Outreach Coordinators

The Contractor shall designate a staff member to serve as Outreach Coordinator. The duties of the Outreach Coordinator shall be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance. The Outreach Coordinator shall educate Customers and Customers' employees on the importance of Recycling, Food Recovery, resource recovery, Landfill Disposal reduction, as well as all State, federal, County, local, and City mandates, including SB 1383 and SB 1383 Regulations; and shall work with Customers to implement services, increase participation in Source Separated Recyclable Materials and SSGCOW Collection programs, and reduce contamination. The Outreach Coordinator shall identify potential organizations and partners involved with Food Recovery and resource recovery. The Outreach Coordinator shall be responsible for implementing the education plans and programs specified in this Section.

9.5 Technical Assistance Program

Option 1: Technical Assistance by Contractor

A. Organizing and Conducting Direct Generator Outreach.

1. Site Visits and Waste Assessments

At least 120 (120) days prior to July 1, 2024 the, Contractor will provide an outreach and technical assistance plan to City for approval identifying the site visit schedule for which to send a Contractor representative to visit each Multi-Family and Commercial Generator's Premises for the purpose of assessing how much Source Separated Recyclable Materials and SSGCOW is being Disposed; assessing the Source Separated Recyclable Materials and SSGCOW Collection Service Levels needed to meet the requirements of SB 1383 Regulations; and encouraging all Generators to establish Source Separated Recyclable Materials and SSGCOW Collection service in advance of July 1, 2022 or insert earlier date when mandatory service is required. Contractor shall also notify Customers of opportunities to reduce costs by enrolling in Source Separated Recyclable Materials and SSGCOW Collection service and reducing Gray Container Waste Collection service. Contractor shall contact Multi-Family and Commercial Customers and provide site visits according to the City -approved schedule. Contractor will also provide a site visit to any Multi-Family and Commercial Generator that requests a site visit, even if it is ahead of schedule.

Beginning July 1, 2025, and annually thereafter, Contractor representative shall follow up with Multi-Family and Commercial Generators who are required to participate in Source Separated Recyclable Materials and SSGCOW Collection service under Applicable Law, including but not limited to AB 341, AB 1826, and SB 1383 and corresponding regulations. The Contractor shall ensure that these Generators are participating in the Source Separated Recyclable Materials and SSGCOW Collection Service. If the Generator is not in compliance or not participating, the Contractor representative shall assist the Customers with selecting appropriate Containers and Container sizing, identify acceptable Discarded Materials Collection services as set forth in the Agreement, and attempt to resolve any logistical barriers to providing Source

Separated Recyclable Materials and SSGCOW Collection service. Contractor shall provide ongoing, on-site training for Commercial Generators' staff, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and Multi-Family Customers' staff, including but not limited to: the Property Manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials.

For each on-site waste assessment conducted by Contractor, Contractor shall include documentation of the items listed below. City reserves the right to request Contractor's documentation of additional information and shall authorize the format for required information.

- a. Pictures of material in all Containers;
- b. Characteristics of the property, business, and Generator type;
- c. Written recommendations for the appropriate Service Level for each material type;
- d. Provision of outreach and education materials appropriate to the Generator type;
- e. Determination of signage placement;
- f. Determination of any on-going training needs;
- g. Determination of any access needs;
- h. Documentation of any special service needs (such as, but not limited to, seasonal Collection service, automated on-call compactor, etc.); and,
- i. Documentation of records of communications with the Generator.

2. SB 1383 Regulations Assessment

Beginning November 1, 2024 and no later than October 31, 2025, the Contractor shall conduct an SB 1383 Regulations assessment for each Multi-Family and Commercial Generator within the Contractor's Collection service area. Thereafter, Contractor shall conduct an assessment for each new Multi-Family and Commercial Generator within the Contractor's Collection service area to evaluate Generator's compliance with SB 1383 Regulations. The assessment shall identify requirements for the regulated entity under SB 1383 Regulations (including, but not limited to, specific requirements for Commercial Edible Food Generators) and assess the current level of compliance with those requirements. All existing Source Separated Recyclable Materials and SSGCOW Disposal reduction programs shall be noted and quantified in the assessment documentation. The Contractor shall identify opportunities for reduced Disposal of Source Separated Recyclable Materials and SSGCOW, including source reduction and Edible Food Recovery.

Beginning January 1, 2025, and annually thereafter, Contractor representative shall follow up with 25 percent (25%) of non-waived Generators required to enroll in Collection service. The Contractor shall ensure that these Generators are participating in Source Separated Recyclable Materials and SSGCOW Collection Service. If the Generator is not in compliance or not participating, the Contractor's representative shall attempt to resolve any logistical barriers to compliance with City's Collection service requirements and assist the Customers with selecting appropriate Service Levels for

Discarded Materials. Contractor shall provide ongoing, on-site training for: (i) Commercial Generators' staff regarding SB 1383 Regulatory requirements, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and, (ii) Multi-Family Customers' staff, including, but not limited to: the Property Manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials.

Contractor shall attend four (4) City -held events per calendar year. Contractor shall provide adequate staff to set up a table with educational information and be available on-site to answer technical questions from residents, inform residents of upcoming workshops, and/or schedule meetings, upon request, with individual Generators.

By request of a Generator or the City, Contractor shall schedule and conduct an in-person or phone meeting with the Generator to discuss and assess their service needs and compliance with existing and/ or upcoming programs and Applicable Law. The Contractor shall provide additional technical assistance as needed, which may include, but is not limited to site visits and waste assessments. The Contractor shall follow up with the Generator in person or by phone no later than ten (10) days after the initial meeting to assess the Generator's compliance with existing and upcoming programs under this Agreement and Applicable Law.

- B. **Record Keeping and Reporting Requirements.** Contractor shall maintain records of all technical assistance activities and educational materials conducted pursuant to this Section and submit reports to the City in accordance with this Agreement.
- C. **Record Keeping and Reporting Requirements.** The City shall be responsible for record keeping and reporting requirements for the technical assistance program. Upon request, the Contractor shall provide any relevant data or information to the City that is needed for the completion of record keeping and/or reporting requirements. Contractor shall respond to any request for information from the City in a timely manner, not to exceed five (5) business days after receipt of the request.

3. **Option 3c: Grant funding support**

Upon request, Contractor shall assist the City with available grants by actively seeking, writing, and managing grants, and reporting grant funding sources and uses at no additional cost, limited to non-competitive grants.

9.5 **Billing**

A. **General Billing Requirements.**

- 1. **City Responsible for Residential Billing.** Contractor shall work with City to establish correct and complete list of services provided to all residential billing accounts, and a limited number of commercial accounts, that are part of the City's existing utility billings. On a monthly/quarterly basis the Contractor will provide records to substantiate services to be provided in the upcoming month/quarter necessary to produce accurate billing by the City. The rate for residential services shall include all City-identified fees as

established in initial rate setting and any rate adjustments that occur during the term of this Agreement.

2. **Contractor Responsible for Commercial Billing.** Contractor shall bill commercial Customers and be solely responsible for collecting payment from Customers. Billing shall be performed on the basis of services rendered and this Agreement shall create no obligation on the part of any Person on the sole basis of the Ownership of property. Contractor shall be responsible for collecting bad debt. Individual contracts between Contractor and a Customer for services provided under this Agreement shall be prohibited unless otherwise approved in writing by the City Contract Manager on a case-by-case basis.
 2. **Bill Inserts.** Contractor shall include bill inserts as requested by the City up to four (4) times per-year.
 3. **Records.** Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the City Contract Manager or their designee, at any reasonable time but in no case more than five (5) business days after receiving a request to do so.
- C. **Application of Contamination Surcharges.** In accordance with this Agreement, the Contractor may assess contamination Processing fees on Customers with repeated occurrences of excess contamination. Any contamination Processing fees to be assessed for a Customer shall be included and itemized on the Customer's invoice for the billing period in which the Contractor notified the Customer of the assessment of the contamination Processing fee.
- D. **Universal Enrollment Process.** City requires that Generators are enrolled in Collection services that comply with the Municipal Code. Contractor shall assist the City in ensuring that the enrollment of Generators occurs in a timely and efficient manner. City and Contractor shall cooperatively develop and agree to a process no later than July 1, 2024. Contractor shall maintain records and provide reports necessary for the City to verify the City -wide enrollment of Generators.

9.6 Generator Waivers

- A. City may grant the following waivers to Generators that impact the scope of Contractor's provision of service for those Customers. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the City.
1. **De Minimis Waivers.** The City may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source Separated Recyclable Materials and SSGCOW requirements set forth in this Agreement, SB 1383 Regulations, and the Municipal Code if the Multi-Family, Commercial Business, or its Property Owner provides acceptable documentation or the City has evidence demonstrating one of the de minimis conditions applies

2. **Physical Space Waivers.** The City may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source Separated Recyclable Materials or SSGCOW Collection service requirements set forth in this Agreement, SB 1383 Regulations, and the Municipal Code Section if the Multi-Family, Commercial Business, or its Property Owner provides documentation, or the City has evidence from its staff, the Contractor, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Blue Containers and/or Green Containers.

3.

- B. **Contractor Waiver Request on Behalf of Generator.** Upon reasonable belief that a Generator may qualify for a de minimis, physical space, or Collection frequency waiver, the Contractor may submit a request to the City to grant a waiver to the Generator, provided that adequate evidence of the de minimis, physical space, or Third Party/Internal Program is submitted.
- C. **Contractor Recordkeeping of Generators Granted Waivers.** Upon Contractor request, no more than four (4) times per year, the City shall provide Contractor an updated listing of waivers approved by the City, including the Generators' names, mailing address, service address, and type of waiver. Contractor shall maintain waiver-related records and report on waiver verifications and/or reverifications if requested by City.

9.7 Service Waiver Program Coordination

C. **Processing Facility Temporary Equipment or Operational Failure Waiver**

1. **Notification to the City.** The Contractor, or their Subcontractor (such as a Facility operator), shall notify the City of any unforeseen operational restrictions that have been imposed upon an Approved/Designated Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent an Approved/Designated Facility from Processing and recovering Source Separated Recyclable Materials, SSGCOW, or Mixed Waste. The Contractor or Subcontractor shall notify the City as soon as possible and no later than two (2) days from the time of the incident. The notification shall include the following: (i) name of Approved/Designated Facility; (ii) the Recycling and Disposal Reporting System Number of the Approved/Designated Facility; (iii) date the Approved/Designated Facility became unable to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste; (iv) description of the operational restrictions that have been imposed upon the Approved/Designated Facility by a regulatory agency or unforeseen equipment failure or operational restriction that occurred; (v) the period of time the Contractor anticipates the temporary inability of the Approved/Designated Facility to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste; (vi) Contractor's proposed action plan to deliver materials to an Alternative Facility for Processing or Contractor's request for waiver to deliver Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Approved Disposal Facility.

2. **Use of Alternative Facility or Waiver for Disposal of Materials.** Upon notification by Contractor or Subcontractor of an Approved/Designated Facility's inability to Process materials, City shall evaluate the notification and determine if City shall require Contractor to use an Alternative Facility or allow the Contractor to Transport the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Approved/Designated Disposal Facility for Disposal on a temporary basis for a time period specified by the City. Upon City's decision, the City shall notify the Contractor of its requirement to use an Alternative Facility for Processing or to use the Approved Disposal Facility for Disposal, and the period of time that the City will allow the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to be redirected to the Alternative Facility or Approved/Designated Disposal Facility. Pursuant to 14 CCR Section 18984.13, the approved Disposal period shall not exceed ninety (90) days from the date the Approved/Designated Facility's Processing restriction or failure commenced. In such case, the Contractor must receive written permission from the City Contract Manager prior to depositing any Discarded Material in a Landfill.
 3. **Record Keeping and Reporting.** Contractor shall maintain a record of any Approved Facility incidents and report this information to the City.
- D. **Disaster Waivers.** In the event of a disaster, the City may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with this Agreement.
- E. **Removal of Material from Homeless Encampments and Illegal Disposal Sites.** The Contractor may, but is not required to, separate or recover Organic Waste that Contractor removes from homeless encampments and illegal disposal sites as part of an abatement activity to protect public health and safety. Contractor shall report the amount of Discarded Materials removed for Disposal from homeless encampments and illegal disposal sites.
- F. **Quarantined Waste.** If approved by the City, the Contractor may Dispose of specific types of SSGCOW that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by the City or until City provides notice that the quarantine has been removed and directs Contractor to Transport the SSGCOW to the Approved/Designated Facility(ies) for such material.

9.8 Inspection and Enforcement

Contractor Performance of Compliance Reviews

A. **Annual Compliance Reviews**

1. **General.** Contractor shall perform compliance reviews described in this Section commencing January 1, 2025, and at least annually thereafter, unless otherwise noted.
2. **Commercial Generator Compliance Reviews**

The Contractor shall complete a compliance review of all Multi-Family and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Organic Waste, to determine their compliance with: (i) Generator requirements under the City's Discarded Materials Collection program; and, (ii) if applicable for the Generator, Self-Hauling requirements pursuant to 14 CCR Section 18988.3 and Section ____ of the Municipal Code, including whether a Multi-Family or Commercial Business is complying through Back-Hauling SSGCOW and/or Source Separated Recyclable Materials and/or SSBCOW. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service; however, the City may request that the Contractor perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.

3. **Annual Hauler Route Review.** Beginning in 2025 and annually thereafter, on a date determined by the City Manager, the Contractor shall conduct annual Hauler Route reviews of Commercial, Multi-Family, and Single-Family Generators for compliance with the City's Discarded Materials Collection program and Container contamination monitoring. These Hauler Route reviews may be performed concurrently with the contamination monitoring Hauler Route reviews, provided that Contractor documents a reasonable sampling of Generators for which compliance with the City's Discarded Materials Collection program during the Hauler Route review was assessed.

- B. **Generator Waiver Inspections.** Contractor shall verify Multi-Family and Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver, and verify Collection frequency waivers at least once every two (2) years from the date of issuance of the waiver.

C. **Compliance Review Process**

1. **Number of Reviews.** The Contractor shall conduct a sufficient number of compliance reviews, Hauler Route reviews, and inspections of Generators, to adequately determine the Generators' overall compliance with SB 1383 Regulations, AB 1826, AB 341, and the Municipal Code. City reserves the right to require additional inspections, if the City determines that the amount of inspections conducted by the Contractor is insufficient. City may require the Contractor to prioritize inspections of entities that the City determines are more likely to be out of compliance.
2. **Non-Compliant Entities.** From July 1, 2024 through December 31, 2024, when compliance reviews are performed by Contractor, Contractor shall provide educational materials in response to violations. Contractor shall provide these educational materials to the non-compliant Customers and Generators within ten (10) days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or Hauler Route review. Contractor shall document the non-compliant Customers and Generators and the date and type of education materials provided, and shall report such information to the City. Beginning January 1, 2025, the Contractor shall, in addition to providing the education materials described in this subsection, document non-compliant Customers and Generators

determined through Contractor's compliance reviews, and shall report all Customers and Generators with violations of SB 1383 Regulations to the City in accordance with this Agreement. The City shall be responsible for subsequent enforcement action against the Generators.

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

9.9 Service Complaints

A. **Documentation of Complaints.**

1. **General.** The Contractor agrees to maintain a computer database log of all oral and written complaints received by Contractor from Customers or other Persons. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints. Contractor agrees to document and maintain for a period of at least twelve (12) months on a form or log all Complaints registered by Customers and Persons, in accordance with this Agreement. Contractor shall record complaints received related to SB 1383 Regulatory non-compliance in its log in a manner further described in subsection A.2 below.

2. **SB 1383 Regulatory Non-Compliance Complaints.**

For complaints received in which the Person alleges that an entity is in violation of SB 1383 Regulations, Contractor shall document the information and shall provide this information in a brief complaint report to the City for each SB 1383 Regulatory non-compliance complaint within seven (7) days of receipt of such complaint, and a monthly summary report of SB 1383 Regulatory non-compliance complaints received.

B. **Investigation of SB 1383 Regulatory Non-Compliance Complaints.**

1. **Investigation.** Contractor shall commence an investigation, within ninety (90) days or insert shorter timeframe if desired of receiving a complaint in the following circumstances: (i) upon Contractor receipt of a complaint that an entity may not be compliant with SB 1383 Regulations and if City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations; and, (ii) upon City request to investigate a complaint received by City, in which City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations. Contractor is required to investigate complaints against Customers and Generators, but not against Food Recovery Organizations, Food Recovery Services, and other entities regulated by SB 1383 Regulations.

Contractor shall investigate the complaint using one or more of the methods:

- a. Reviewing the Service Level of the entity that may not be compliant with SB 1383 Regulations;

- b. Reviewing the waiver list to determine if the entity has a valid de minimis, physical space constraint, or Collection frequency waiver;
 - c. Reviewing the Self-Haul registration list to determine if the entity has registered and reviewing the entities reported Self-Haul information;
 - d. Determining if the entity is located in a Low-Population Area and/or High-Elevation Area;
 - e. Inspecting Premises of the entity identified by the complainant, if warranted; and/or,
 - f. Contacting the entity to gather more information, if warranted.
2. **Reporting.** Within ten (10) days of completing an investigation of an SB 1383 Regulatory non-compliance complaint, Contractor shall submit an investigation complaint report that documents the investigation performed and recommends to City on whether or not the entity investigated is in violation of SB 1383 Regulations based on the Contractor's investigation. The City shall make a final determination of the allegations against the entity.

9.10 Provision of Recovered Organic Waste Products Compost or Mulch Reserved for City

Contractor shall make available for City at least one hundred (100) cubic yards of bulk Compost (or the equivalent volume of Mulch, as determined by Calrecycle's procurement targets) per calendar year for use in City parks and facilities or for giveaways to residents at no cost to the City. City will notify Contractor as to the City's needs for delivery of finished Compost or mulch throughout the calendar year. Contractor shall deliver Compost within thirty (30) days request to any accessible location within City limits. If City does not use Compost made available by Contractor by the end of the calendar year, the City no longer retains the right to use that bulk compost allocation that was reserved for that calendar year. Any of the bulk Compost allotment that is not requested by the City during the calendar year shall not carry over into the next calendar year. Upon request, Contractor shall provide City with Compost lab results and specifications. All Compost or Mulch provided by Contractor must meet or exceed the quality requirements under SB1383.

SECTION 10.
MINIMUM STANDARDS FOR CONTRACTOR'S SOLID
WASTE HANDLING SERVICE COLLECTION VEHICLES

10.1 General

Contractor shall provide vehicles for the Collection of Solid Waste ("Collection Vehicles") that are sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Contractor is expressly obligated to provide such Collection Vehicles and routes as are required to meet the service standards set forth herein. Contractor shall have available on Collection days sufficient back-up vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. Upon or prior to the Effective

Date of this Agreement and prior to the start of any extension period of this Agreement pursuant to Section 6, Contractor shall provide City with a report all vehicles designated for service in the City.

10.2 Air Quality/Fuel Requirements

Contractor's Collection Vehicles shall comply with all rules and regulations of any regulatory body that may be in effect during the Term of this Agreement, as well as other federal, state and local laws and regulations that may be enacted during the Term of this Agreement. Contractor's Collection Vehicles shall meet or exceed such air quality standards as may be adopted by the forgoing regulatory bodies during the Term.

B. Vehicle Fuel Types

All Collection vehicles used by Contractor under this Agreement shall be powered by Renewable Natural Gas (RNG), Compressed Natural Gas (CNG), Liquefied Natural Gas (LNG), Electrical Power, or other fuel type approved by the City. When reasonably available and priced within 5% of the cost of Contractor's standard fuel type, Contractor shall purchase fuel generated by a facility or source approved by CalRecycle to offset City's procurement responsibilities as specified by SB 1383 Regulations (14 CCR Section 18993.1). Contractor shall comply with this requirement no later than July, 1 2025. Upon City's request, Contractor shall obtain and provide the City with a written certification by an authorized representative of the publicly-owned treatment works or the wheeling agreement service provider. If there is not a source that meets the SB1383 Regulations (14 CCR Section 18993.1) by July 1, 2024, the Contractor and the City agreed to meet and discuss an alternative compliance path to meet this requirement of the Agreement.

10.3 Specific Requirements

Each Collection Vehicle utilized by Contractor in the performance of this Agreement shall meet the following minimum standards:

- (A) Each Collection Vehicle must be fueled by a City approved Fuel Type.
- (B) Each Collection Vehicle shall be registered with the California Department of Motor Vehicles.
- (C) Each Collection Vehicle shall be inspected regularly by Contractor to ensure it meets the requirements of the California Vehicle Code and the California Highway Patrol. Contractor shall provide copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports and shall make all records related to its vehicles, including Contractor's maintenance records, available to City upon request by the City Manager.
- (D) Each Collection Vehicle shall be equipped with devices capable of covering every open section of the vehicle in which Solid Waste may be placed and, while operating upon the public rights-of-way, shall be covered so as to prevent any Solid Waste from falling or being blown or otherwise dislodged from the vehicle.

(E) Each Collection Vehicle shall be continuously maintained so as to both: (1) meet the highest industry standards with regards to efforts to prevent liquid from leaking and to the degree possible ensure each Collection Vehicle is "watertight" and "leak-proof" and, (2) at all times comply with the provisions of all laws and regulations including the Vehicle Code and any applicable NPDES permit, with regard to materials leaking from Collection Vehicles. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes the vehicle.

(F) As frequently as determined necessary by the City Manager, each Collection Vehicle shall be painted, shall have routine body work performed, and shall be cleaned, so that such vehicles do not become unsightly, as determined by the City Manager. Each vehicle shall be painted with Contractor's colors and identifying information as required herein.

(G) Contractor's name, , and a vehicle number shall be visibly printed or painted in letters not less than five (5) inches in height so as to be legible on both sides of each Collection Vehicle. Any other information or signage printed, painted, or displayed on Contractor's Collection Vehicles, when such Vehicles are providing Collection services within City Limits, shall be subject to approval by City.

(H) Each Collection Vehicle shall be maintained in a clean and sanitary condition both inside and out.

(I) Each Collection Vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a communication device sufficient to allow the driver to communicate directly with Contractor's dispatcher and/or main office.

(J) Each Collection Vehicle shall be kept in good repair and working order, and shall be equipped with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry, and at a minimum shall have a video monitor based back-up system, or its equivalent. Contractor shall keep a sufficient supply of replacement parts and equipment on hand to ensure adequate vehicle maintenance and timely and continuous performance of the services contemplated by this Agreement.

(K) Contractor shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

(L) No Collection Vehicle shall be utilized if it is leaking brake, hydraulic, or other fluids, and Contractor shall clean up any leaks or spills from their vehicles per the NPDES permits in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

(M) Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and City.

(N) Contractor shall utilize Collection Vehicles of a size, weight, nature, and type so as to not be unreasonably intrusive on the community with respect to noise, emissions, maneuverability, safety, and other factors and to avoid or minimize pavement damage and wear and tear of the street or adjacent properties, as approved by the City Manager.

(O) Contractor shall not load Collection Vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local laws or regulations.

(P) At the start of the Term, all Collection Vehicles shall model year 2017 or newer. It is the intent that the Collection Vehicles placed into service at the start of the Term shall continue to be used throughout the Term. Contractor may, however, at any time during the Term replace the Collection Vehicles currently in use with newer Collection Vehicles.

(Q) All Collection Vehicles used by Contractor to perform Collection services under this Agreement shall be equipped with on-board routing systems capable of tracking vehicle miles traveled (VMT). VMT systems must be capable of generating reports as requested by City. In addition, all Collection Vehicles shall, at a minimum, be equipped with a global positioning system (GPS) and Contractor shall be able to provide evidence of the route location of each Collection Vehicle throughout each service day. City, in its sole discretion, may grant Contractor a waiver of this requirement due to the unavailability of equipment or delays in manufacture; evidence of such unavailability or delay shall be used by City to determine the period for which the waiver shall apply.

(R) All Collection Vehicles used by Contractor to perform Collection services under this Agreement shall be equipped with monitoring/safety equipment to aid drivers in identifying pedestrians and bikers near the collection vehicle.

10.4 Costs of Operation and Damages

Contractor shall be responsible for any costs incurred in connection with ensuring all Collection Vehicles comply with all Applicable Laws, including without limitation any such laws and regulations that may now exist or hereinafter be adopted relating to noise, fuels, emission standards, or weight limits.

10.5 City Inspection

City may cause or require any Collection Vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

10.6 Correction of Defects and Removal of Vehicles from Use within City

Contractor agrees to immediately remove from service, and replace or repair, to the City's satisfaction, any Collection Vehicle which City determines to be of unsightly appearance, unsafe, unsanitary, leaking, out of compliance with any law or regulation or this Agreement, or otherwise in an unsatisfactory operating condition; and any such vehicle shall not be returned to service until the City Manager gives his written consent for its return.

SECTION 11. CONTRACTOR'S SOLID WASTE HANDLING SERVICE PERSONNEL

11.1 Uniforms

Each of Contractor's Collection employees shall wear a clean uniform bearing Contractor's name. Uniforms must be well maintained and in good condition.

11.2 Identification of Employees

Contractor shall provide identification badges, cards or similar devices, for all of its employees, and all authorized subcontractors, who may make personal contact with residents of the City. City may require Contractor to notify Customers yearly, or more frequently if determined necessary by City, of the form of said identification.

11.3 Employee List

Contractor shall provide a list of current employees and authorized subcontractors to City upon request.

11.4 Driver's License

Each employee operating a vehicle as part of his or her duties shall, at all times, carry a valid operator's license for the type of vehicle he or she is operating.

11.5 Screening of Field Employees

Contractor shall make reasonable efforts to determine if its employees working in the field (i.e., drivers of Collection Vehicles, and employees otherwise involved in Collection at Customer Premises) have been convicted of a felony or other offense that would limit the employees ability to perform in compliance with this agreement.

11.6 Discontinued Use of Unsatisfactory Employees

No employee shall continue to have any involvement whatsoever with regard to any work in anyway relating to or arising from this Agreement if City gives notice to Contractor that such employee is determined by City to be discourteous, disorderly, inefficient, unable to communicate effectively with Customers, or otherwise objectionable (provided the term "otherwise objectionable" shall not permit City to "ban" an employee for reasons that violate public policy; and, further, City shall give a reason for requesting the "ban" of any employee from engaging in work related to this Agreement).

11.7 Training and Legal Compliance

Contractor shall provide operating and safety training that meets minimum OSHA standards for all personnel, and shall comply with all laws and regulations applicable to its employees and personnel. Contractor shall periodically train employees on all the specific requirements of this Agreement applicable to the employee's effective performance of his or her duties.

11.8 Customer Service

11.8.1 Office Hours

Contractor shall maintain a local office, within 50 miles of City, for communication with the public that at a minimum will be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, holidays excepted. At least one responsible and qualified representative of Contractor, capable of communicating in English and Spanish, shall be present and available during all times that an office is required to be open as noted above ("Office Hours"), for personal communication with the public regarding Billings (including the acceptance of in person Bill payments), complaints, customer service inquiries, etc. and a similarly qualified person shall be available for communication with the public by phone during any times other than Office Hours when Collection is occurring.

11.8.2 Telephone Customer Service Requirements

11.8.3 Toll Free Number

Contractor shall maintain a toll free telephone number that rings at an office at all times during Office Hours. Both English and Spanish speaking personnel will be available during Office Hours to assist Customers with telephonic inquiries. Contractor shall have the ability (through the use of outside resources or otherwise) to communicate with Customers who only speak Spanish, Korean, Mandarin Chinese, or Tagalog to ensure their inquiries, questions, complaints and other matters are dealt with in a reasonably timely fashion. All such personnel shall be polite and responsive, and shall be sufficiently knowledgeable, and have the authority to respond and/or advise Customers seeking assistance. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Contractor shall provide City with a 24-hour emergency telephone number to a live person, not voice-mail.

11.8.4 Call Responsiveness

Contractor shall make reasonable attempts to answer all phone calls within five (5) rings. If a call has been placed on hold for three (3) minutes, the caller will either be switched to a message center which shall be responsible to obtain the caller's address and phone number, or a Customer service representative will obtain the Customer's address and a number at which the call can be returned. Contractor shall make at least three attempts within the next twenty-four (24) hour period to return the call, with the first such attempt not more than one (1) hour after the caller leaves the message. If Contractor is unsuccessful in contacting the Customer after following this procedure, it shall send a letter to the caller indicating its efforts.

11.8.5 Complaint Documentation

All service complaints shall be directed to Contractor. Contractor shall log all complaints received and said log shall include the date and time the complaint was received, the name, address and telephone number of the complaining party, a description of the complaint, the name of the employee recording the complaint and the action taken by Contractor to respond to and remedy the complaint. All written Customer complaints and inquiries shall be date-stamped when received. All complaints shall be initially responded to within one (1) business day (Monday through Friday) of receipt. Contractor shall log action taken to respond to and remedy the complaint. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months. All Customer service records and logs kept by Contractor shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints. Contractor shall provide to City, upon request, a complaint log, in a form satisfactory to the City, that includes all of the complaints logged pursuant to this Section, the complainant and the resolution.

11.8.6 Resolution of Customer Complaints

Disputes between Contractor and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City. The City's decision shall be final and binding. Should Contractor and Customers not be able to establish a mutually acceptable fee to be charged for special services as set forth in Section 8.8, the matter shall be dealt with pursuant to this Section, be determined by the City, and the City's decision shall be final. Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this Section is intended to affect the remedies of third parties against Contractor.

11.8.7 Government Liaison

Contractor shall designate in writing a "Government Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer complaints. City shall have the right to approve Contractor's choice for a liaison. It is anticipated that the Government Liaison will regularly attend City meetings related to Contractor's performance of the Agreement and City events involving community outreach programs.

11.9 Education and Public Awareness

11.9.1 General

Contractor acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve the requirements of AB 939 and AB 341. Accordingly, Contractor agrees to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

11.9.2 Written Program Materials

Contractor shall maintain a program of providing information relevant to the need and the methods to reduce, reuse and recycle Solid Waste, and Contractor upon request from City, may include such information along with bills provided to Customers. All public education materials shall be approved in advance by City, be produced and/or made available in both English and Spanish languages, and bear the City seal unless otherwise approved by City. Contractor shall keep a record of all promotional and public education materials utilized, and shall provide annual reports summarizing its public outreach and education efforts.

11.9.3 Public Outreach

At a minimum, Contractor shall promote recycling through presentations and educational materials to businesses, business groups, homeowners associations, construction contractors and other civic groups. Contractor shall also provide articles on relevant waste and recycling topics for the City's website on at least a quarterly basis.

11.9.4 Corrective Action Notice

Contractor shall develop a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for disposal of such items.

11.9.5 Contractor Representative

Contractor shall retain on its staff an individual who shall as part of his or her job function routinely visit civic groups, and homeowners' associations, to promote and explain the Recycling and other programs that Contractor offers, and participate in demonstrations, and civic events.

SECTION 12. CONTRACTOR'S CONSIDERATION

In addition to any other consideration set forth herein, as part of its consideration for entering this Agreement, and for the exclusive franchise, right and privilege to provide Solid Waste Handling Services within City as specified herein Contractor shall provide the following:

12.1 Reimbursement of Negotiation Costs

Concurrently with the execution of this Agreement, Contractor shall pay to City a one-time lump sum payment in the amount of Forty-Five Thousand Dollars (\$45,000), to reimburse the City for its actual staff expenses and out-of-pocket costs (including specifically consultant and legal fees) it incurred in connection with the Request for Proposals ("RFP") process for Solid Waste Handling Services, the negotiation of this Agreement, and ultimate award of this Agreement.

12.2 SB 1383 Regulatory Reimbursement

Franchise Monitoring and Assistance Fee

The Contractor shall pay City a Franchise Monitoring and Assistance Fee of Seventy-Five Thousand Dollars (\$75,000) to help fund City franchise compliance monitoring and State regulatory compliance efforts. This Franchise Monitoring and Assistance fee shall be payable upon execution of the agreement, and then annual on January 1st of each successive year. The Franchise Monitoring and Assistance Fee shall be increased annually, starting January 1, 2023, by the percentage change in the Consumer Price Index, calculated in accordance with Section .

12.3 Franchise Fee

For accounts billed by the Contractor, Contractor shall pay to City, a franchise fee equal to the greater of ten percent (10%) of Contractor's annual Gross Receipts each year, or portion thereof, throughout the Term of this Agreement (the "Franchise Fee"). Said Franchise Fee shall be paid to City quarterly on or before the last day of the following month. Should any such due date fall on a weekend or holiday in which the City's business offices are closed, payment shall be due on the first day thereafter in which the City's business offices are open. The amount of each payment shall be equal to ten percent (10%) of Contractor's Gross Receipts in the calendar quarter preceding the date payment was due. The Franchise Fee due hereunder shall apply to Gross Receipts of Contractor collected after the expiration of the Term hereof relating to Contractor's performance during the Term hereof. Street Sweeping and Litter Abatement Fee

The Contractor rates shall include a charge approved by the City Council to reimburse the City for Street Sweeping and Litter Abatement expenses. This charge is currently \$3.50 per-month for residential properties and \$5.00 per-month for Commercial properties. This Street Sweeping and Litter Abatement Fee is not considered as Gross Receipts when determining Franchise Fee obligations, nor revenue due the hauler on City-billing accounts. For customers billed by the Contractor this street sweeping fee shall be collected and remitted to the City in its entirety on a schedule established by the City.

12.4 Charge for Late Payments

In the event Contractor fails to timely make any of the payments provided for in this Agreement (whether reimbursements, Franchise Fees, payments of funds collected in connection with billing services, or otherwise), Contractor shall pay to City, as additional consideration, a sum of money equal to five percent (5%) of the amount due. This amount is required in order to defray those additional expenses and costs incurred by City by reason of the delinquent payment including, but not limited to, the cost of administering, accounting for, and collecting said

delinquent payment and the cost to City of postponing services and projects necessitated by the delay in receiving the revenue. In addition, any amounts not paid to City by Contractor within sixty (60) days of the due date shall be subject to interest in the amount of ten percent (10%) per annum, calculated on a daily basis for each day such sums remain past due.

SECTION 13.

Billing

13.1 Billing

City shall establish, by resolution, rates for the various types of services provided. Contractor and City shall bill and collect at those rates.

13.1.1 Non-residential billings

Contractor shall perform the billing and collection service to all non-residential customers within the City's boundaries. City shall not be responsible for or participate in the collection of charges for these services. However, after the Contractor has made a good faith effort to collect a bill from a non-residential customer, if the bill is still not paid, the Contractor may suspend Collection service after prior written notification to City of its intent to do so or may return an account to the City for further collection action, as the City sees fit, including but not limited to the imposition of a lien on that customer's real property. Any funds collected from a customer by the City after the account has been returned to the City, less the City's costs of collection, including all costs related to the imposition of the lien, shall be surrendered by the City to the Contractor or credited to the Contractor's account against any sums owed by the Contractor to the City.

13.1.2 Residential customers

City shall perform the billing and collection service to all residential customers, except those listed in sub-paragraph C, within the City's boundaries. City shall place the Solid Waste Collection fee due from each residential customer as a special assessment charge on their real property tax bill. The billing information shall be given to the Fresno County Auditor's Office annually for placement on the Fresno County Property Tax Roll. Contractor shall not be responsible for or participate in the collection of charges for these services. Any funds collected from a residential customer by the City, less the City's costs of collection, including all costs related to the calculation of the rate, shall be surrendered by the City to the Contractor or credited to the Contractor's account against any sums owed by the Contractor to the City.

13.1.3 Other residential customers

Certain residential customers shall be treated as if they were non-residential customers for billing and collection purposes, and shall, therefore, be governed by the content of sub-paragraph A, even though they pay the residential rate and are for all other purposes, treated as residential customers. These special residential customers shall include each of the following:

13.1.4 Residential customers who opted out of the system of adding the Solid Waste Collection fees to their real property tax bill at the time that system was initiated. This particular category is not subject to increase in number.

13.1.5 Customers in residences who were not in those residences on the date when City last provided relevant information to the County of Fresno for the addition of the Solid Waste Collection fees to the property tax bill. These customers should not be on this list for more than one (1) year. They should be added to the regular residential customer list for billing on the property tax bills in the next billing cycle.

13.1.6 Such other category of customers as may, from time to time, be determined by the Selma City Council, after a public hearing in which Contractor was given prior notice and an opportunity to be heard, if any.

13.2 Contractor Payment

Contractor agrees to provide to City by the 10th day of each month of the term of the Agreement, a list of the number of customers and the rate charged for each type of service and the revenue due it from the prior month. City will calculate the compensation due to Contractor (less fees) and provide Contractor its compensation by the 25th day of the month. Contractor recognizes that City is advancing compensation to Contractor prior to City's receipt of monies from County taxes.

13.3 Audit of Billings

Contractor shall audit billings to Waste Generators. The purpose of the audit is to determine that the amount which the Contractor is billing each Waste Generator is correct in terms of the level of service (i.e., frequency of collection, size of container, location of container) being provided to such Waste Generator by Contractor. The Contractor shall audit customer accounts not less than every other year, unless City shall direct Contractor to do so annually, and submit to City a report on that audit by the 1st day of July, commencing July 1, 2025.

The Contractor shall maintain copies of said billings and receipts, including records of Outgoing Contractor, each in chronological order, for a period of five (5) years after the date of service for inspection by City. The Contractor may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

SECTION 14. FAITHFUL PERFORMANCE

14.1 Surety

Contemporaneously with execution of this Agreement, as security for Contractor's faithful performance of all obligations of this Agreement, Contractor shall provide a surety mechanism (the "Surety") as more fully defined below in the amount of Two Hundred and Fifty Thousand

Dollars (\$250,000.00). The Surety may be comprised of either a performance bond or an irrevocable letter of credit, or a combination of both. If a letter of credit is utilized to satisfy some or all of the Surety requirement, it shall be drawn upon a financial institution with an office within one hundred (100) miles of City, and otherwise in a form acceptable to the City Attorney. The performance bond, if any, shall be issued by a duly authorized corporate surety company authorized to do business in California, and in a form acceptable to the City Attorney. The cost of the Surety shall be the sole responsibility of Contractor. The Surety shall be released within thirty (30) days after both (i) the expiration of the Term of this Agreement; and (ii) Contractor's satisfactory performance of all obligations hereunder.

14.1.1 Forfeiture of Surety

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the Surety, as may be necessary to recompense and make whole the City, forfeited to the City. Upon partial or full forfeiture of the Surety, Contractor shall restore the Surety to its original amount within thirty (30) days of the City's notice to do so. Failure to restore the Surety to its full amount within thirty (30) days shall be a material breach of this Agreement.

14.1.2 Use of Surety by City

Notwithstanding any provision hereof to the contrary, thirty (30) days following City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, either the letter of credit or performance bond comprising the Surety may be utilized by City for purposes including, but not limited to: (1) Payment of sums due under the terms of this Agreement which Contractor has failed to timely pay to City, including specifically liquidated damages; and (2) Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor.

SECTION 15. INSURANCE COVERAGE

Contractor shall procure and maintain during the entire Term of this Agreement the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Contractor's performance hereunder or the actions or inactions of any of Contractor's officers, agents, representatives, employees, or subcontractors in connection with Contractor's performance. The insurance requirements hereunder in no way limit Contractor's various defense and indemnification obligations, or any other obligations as set forth herein.

15.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).

2. The most recent editions of Insurance Services Office form number CA 00 01 1001 covering Automobile Liability, code 1 "any auto".

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

15.2 Minimum Limits of Insurance

Contractor shall maintain in force for the Term of this Agreement limits no less than:

15.2.1 Commercial General Liability

Ten Million Dollars (\$10,000,000.00) limit aggregate and Five Million Dollars (\$5,000,000.00) limit per occurrence for bodily injury, personal injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

15.2.2 Automobile Liability

Ten Million Dollars (\$10,000,000.00) combined limit per accident for bodily injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

15.2.3 Workers' Compensation and Employers Liability

Workers' compensation statutory limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000.00) per accident.

15.3 Deductibles and Self-Insured Retentions

All deductibles or self-insured retentions (i) shall be for the account of Contractor and paid entirely by Contractor without contribution from City, and (ii) shall be declared to City. If, in the reasonable opinion of the City, Contractor does not have sufficient financial resources to protect the City from exposure with respect to any deductibles or self-insured retentions Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

15.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

15.4.1 General Liability

City and its elected and appointed officials, officers, employees, agents and volunteers shall be named as additional insureds in connection with liability arising out of activities performed by or on behalf of Contractor; Premises owned, leased or used by Contractor. The coverage shall contain no special limitations on the scope of protection

afforded to City or its elected and appointed officials, officers, employees, agents and volunteers. As respects the liabilities assumed by Contractor under this Agreement, Contractor's insurance coverage shall be the primary insurance for the City and its elected and appointed officials, officers, employees, agents and volunteers in connection with the above enumerated categories. Any insurance or self-insurance maintained by City or its elected and appointed officials, officers, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to City or its elected and appointed officials, officers, employees, agents and volunteers. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

15.4.2 Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against City and its elected and appointed officials, officers, employees, agents and volunteers for losses arising from work performed by Contractor for City. A Waiver of Subrogation Endorsement must be issued to City by the insurer.

15.4.3 Environmental Pollution Control Insurance

Contractor shall maintain either an endorsement to its general liability policy, or a separate policy of insurance covering environmental pollution and contamination that names the City as an additional insured. Said coverage shall be in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, and One Million Dollars (\$1,000,000) in the aggregate, and shall substantially comply with all other provisions set forth in Section 15.4.1.

15.4.4 All Coverages

Except for Worker's Compensation, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to City. Additionally, Contractor agrees that it will not suspend, void or reduce in coverage or limits each insurance policy required by this clause without notice to the City.

15.5 Acceptability of Insurers

The insurance policies required by this Section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better, unless otherwise approved by the City Manager.

15.6 Verification of Coverage

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Article. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The

certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

15.7 Loss or Reduction in Insurance

In the event that Contractor fails to retain or maintain insurance with the scope and amounts of coverage required hereunder, City shall have the right, but not the obligation to either terminate this Agreement, or obtain insurance coverage as required herein on behalf of Contractor and utilize funds from the Initial Surety and/or Agreement Surety defined in Section 14 to pay the cost of providing such coverage.

SECTION 16. ASSIGNMENT, SUBLETTING, AND TRANSFER; REQUIREMENTS AND LIMITATIONS

16.1 General

Contractor shall not assign any portion of or all of its rights, nor delegate, subcontract or otherwise transfer any portion of or all of its obligations under this Agreement (collectively referred to as an "Assignment") to any other Person without the prior approval by the City Council. The City Council has discretion to approve or deny such an Assignment. The City Council's exercise of its discretion may include City Council review and approval of any Assignment terms, including, but not limited to, insurance obligations, indemnification language, bonding requirements, and any and all other terms the City Council may in its discretion require. Any such Assignment made without the approval by the City Council shall be void and the attempted Assignment shall constitute a material breach of this Agreement.

16.2 Assignment to be Broadly Interpreted

For purposes of this Section, the term "Assignment" shall be given the broadest possible interpretation, and shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of any membership interest of Contractor to a third party; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Contractor or any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor; and (vi) Contractor's subcontracting of only a portion of its rights and obligations under this Agreement (e.g., the In-Home Bulky Item Collection service).

16.3 Nature of Agreement – Personal to Contractor

Contractor acknowledges that this Agreement involves rendering a vital service to City 's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its Solid Waste Handling Services in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

16.4 Procedure for Consideration of Assignment

If Contractor requests City 's consideration of and consent to an Assignment, the City Council may deny, approve or conditionally approve such request in its sole and absolute discretion. Under no circumstances shall City be obliged to consider any proposed Assignment if Contractor is in default at any time during the period of consideration. Should the City consent to any Assignment request, such Assignment shall not take effect until all conditions relating to the City 's approval have been met. Any request for an Assignment shall be made in a manner to be prescribed by the City Manager, and no request by Contractor for consent to an Assignment need be considered by City unless and until Contractor has met (or with respect to matters that would only occur upon completion of the Assignment if approved, made reasonable assurances that it will meet) the following requirements:

(A) Contractor shall undertake to pay City its reasonable direct and indirect expenses, including administrative, investigative, consulting, and attorneys' fees and costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such Assignment (collectively the "Administrative Assignment Fee"). An advance non-refundable payment in an amount to be determined by the City Manager towards the Administrative Assignment Fee shall be paid to the City prior to City 's consideration of any Assignment request, although Contractor shall be responsible to pay all costs incurred by City in considering a request for Assignment, including those in excess of the aforesaid deposit amount, regardless of whether City consents to the Assignment.

(B) If requested to do so, Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

(C) Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having City over its Solid Waste management operations due to any significant failure to comply with state, federal or local laws, including the Environmental Laws and that the assignee has provided City with a

complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, state and local laws regulating the Collection and disposal of Solid Waste including Hazardous Substances; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

(D) The proposed assignee shall execute an agreement assuming all of Contractor's rights and liabilities under this Agreement.

SECTION 17. REVIEW OF SERVICES AND PERFORMANCE

17.1 Performance Hearing

(A) Commencing on or about January 1, 2025, and on a biennial basis thereafter, City may hold a hearing to review Contractor's Solid Waste Collection efforts, source reduction, processing and other diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Hearing"). The purpose of the Solid Waste Services and Performance Review Hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, recycling, processing and disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and recycling and disposal system; and to ensure services are being provided by Contractor with adequate quality, effectiveness and economy and in full compliance with the terms of this Agreement. Topics for discussion and review at the Solid Waste Services and Performance Review Hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals and where applicable SB 1383's goals, regulatory constraints and Contractor performance. City and Contractor may each select additional topics for discussion at any Solid Waste Services and Performance Review Hearing.

(B) In addition to the Solid Waste Services and Performance Review Hearings City may hold in accordance with the immediately preceding paragraph, if the number of Customer complaints regarding Contractor's Solid Waste Collection are deemed by City to be excessive or the nature of to be significant, City may, at any time (subject to the paragraph immediately below), hold a Solid Waste Services and Performance Review Hearing.

(C) City shall notify Contractor of its intent to hold a Solid Waste Services and Performance Review Hearing at least ninety (90) days in advance thereof. The notice will indicate whether the hearing will occur before City staff, the City Council, or such other body as the City may designate in the notice. Forty-five (45) days after receiving notice from City of a Solid Waste Services and Performance Review Hearing, Contractor shall

submit a report to City which may contain such information as it wished to have considered, and shall contain the following:

- (1) Current diversion rates and a report on Contractor's outreach activities for the past year.
- (2) Recommended changes and/or new services to improve the City's ability to meet the goals of AB 939 and SB 1383 and to contain costs and minimize impacts on rates.
- (3) Any specific plans for provision of changed or new services by Contractor.

(D) The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Contractor's performance, and Contractor may submit other relevant performance information and reports for consideration at the Solid Waste Services and Performance Review Hearing. In addition to the above, City may request Contractor to submit any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Hearing, and any Customer may submit comments or complaints during or before the Hearing, either orally or in writing. Contractor shall be present at and participate in the Solid Waste Services and Performance Review Hearing.

SECTION 18.

CITY 'S REMEDIES; DEFAULT AND TERMINATION

18.1 Notice of Default

If the City Manager determines that Contractor has defaulted in the performance of any obligation hereunder, or that Contractor's performance pursuant to this Agreement with respect to such matters has not been in conformity with reasonable industry standards which are obtained in similar Cities in Southern California, the provisions of this Agreement, the requirements of the Municipal Code, the requirements of CalRecycle, including, but not limited to, requirements for source reduction and recycling or any other applicable federal, state, or local law or regulation, including but not limited to the laws governing transfer, storage, or disposal of special wastes, or hazardous wastes, the City Manager may provide written notice to Contractor of such default. The City Manager may, in such written notice, set a reasonable time within which correction of such default shall be made. Unless a longer or shorter time is otherwise specified by the City Manager, a reasonable time for correction shall be thirty (30) days from the date such written notice is given.

18.2 Failure to Cure

If Contractor fails to correct, to the satisfaction of the City Manager, all deficiencies contained in the written notice thereof within the specified time, or if it is not reasonably possible to correct such deficiencies within the specified time, and Contractor fails to commence to correct or remedy such deficiencies within the specified time and diligently effect such correction or remedy thereafter, then the City Manager may refer the matter to the City Council for review, or review the matter himself.

18.3 Review by City Manager

If the City Manager reviews the matter and determines that Contractor has failed to properly or adequately cure any default set forth above, the City Manager, in the exercise of his discretion, may terminate this Agreement, or take such other action as he deems appropriate to pursue any remedy available to City. A decision or order of the City Manager shall be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk within five (5) business days of the date the notice of the City Manager's decision is given. The City Manager shall schedule any appeal for consideration by the City Council no later than the earliest feasible regular City Council Meeting following the date a Notice of Appeal is given to City.

18.4 City Council Review

In the event an appeal of a decision of the City Manager is filed, or if the City Manager refers the matter to the City Council without rendering a decision, the City Council shall set the matter for consideration before the City Council as an agenda item at either a regular, adjourned regular, or special meeting. In reviewing the matter, the City Council may consider any information reported by the City Manager regarding the deficiencies, and shall give Contractor, or its representatives and any other interested person, a reasonable opportunity to be heard. The City Council shall determine whether Contractor has failed to properly or adequately perform as set forth above, and if so whether to terminate the Agreement, or to pursue any other remedy available to City.

18.5 Performance During Reviews

Contractor's performance under this Agreement is not excused during any period of time when its performance is under review as set forth above, including at any time prior to a final decision as to whether such performance is deficient.

18.6 Termination without Right to Cure

The above right of termination as a result of Contractor's failure to timely cure any deficiency is in addition to City's right to terminate this Agreement without affording Contractor an opportunity to cure in circumstances where Contractor is determined by City to have materially breached this Agreement. City shall thus be afforded the right to terminate this Agreement in the event of any material breach hereof by Contractor without affording Contractor the right to cure as a result of any action, inaction or circumstance which is a legally defined material breach, or is defined herein as a material breach, and/or under any of the following circumstances which are hereby specifically defined as material breaches:

- (A) If Contractor practices, or attempts to practice, any fraud upon City.
- (B) If Contractor willfully violates any orders or rulings of any regulatory body having City over Contractor relative to this Agreement. So long as City's rights are not prejudiced during the pendency of any challenge to such orders or rulings by Contractor, Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case

no material breach of this Agreement shall be deemed to have occurred until a final ruling has been rendered.

- (C) If Contractor ceases to provide Solid Waste Handling Services, including Collection of Solid Waste and/or Recyclable Material, as required under this Agreement over all or any portion of the Franchise Area for a period of seven (7) days or more, for any reason not specified as a force majeure event hereunder.
- (D) If Contractor fails to materially comply with any insurance or indemnification requirement set forth in this Agreement.
- (E) If City is required to pay any fine or penalty, which is not paid on its behalf by Contractor or which Contractor fails, refuses, neglects or is unable to pay or indemnify City against, relating to any diversion or other requirement of AB 939 and/or SB 1383.
- (F) If Contractor, Contractor's shareholders, Contractor's directors, or any senior management level employee of Contractor (defined for purposes of this provision as any representative of Contractor who regularly is in communication with or regularly has contact with any member of the City Council or City Manager) is convicted of a Criminal Matter (as defined herein). For purposes of this Section the term Criminal Matter refers to any felony offense having any relationship to either Solid Waste Handling Services or public corruption (including, without limitation, bribery, conflict of interest related allegations, vote selling, or any similar type charges).

18.7 Liquidated Damages

18.7.1 General

The City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best,

a means of future correction and not remedies which make the public whole for past breaches.

18.7.2 Service Performance Standards; Liquidated Damages for Failure to Meet Standards

The parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in entering this Agreement with it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor
Initial Here

JK

City

Initial Here

FS

18.7.3 Calculations for Liquidated Damages

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below for each type of action warranting such damages:

18.7.3.1 Collection Reliability

(A) For each failure to commence service to a new Customer account within seven (7) days after order: \$100.00.

(B) For each failure to Collect Solid Waste from any established Customer on the scheduled Collection day and not Collected within the period described in this Agreement which exceed five (5) such failures annually: \$100.00.

(C) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pickup days: \$100.00.

18.7.3.2 Collection Quality

(A) For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright with lids secured which exceeds ten (10) such occurrences annually: \$50.00.

(B) For each occurrence of excessive noise or discourteous behavior which exceeds five (5) such occurrences annually: \$200.00.

(C) For each occurrence of Collecting Solid Waste during unauthorized hours which exceeds five (5) such occurrences annually: \$200.00.

(D) For each occurrence of damage to private property in an amount in excess of \$3,000 which exceeds five (5) such occurrences annually: \$200.00.

18.7.3.3 Customer Responsiveness

(A) For each failure to initially respond to a Customer complaint within one (1) business day, which exceeds five (5) such occurrences annually, and for each additional day in which the complaint is not addressed: \$50.00.

(B) For each failure to process Customer complaints to City as required herein, which exceeds five (5) such occurrences annually: \$100.00.

18.7.3.4 Timeliness of Submissions to City

(A) Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the liquidated damage amount shall be:

(1) Monthly Reports: \$100.00 per week.

(2) Quarterly Reports: \$200.00 per week.

(3) Annual Reports: \$200.00 per week.

18.7.3.5 Cooperation During Transition with Subsequent Solid Waste Enterprise

(A) For each day routing information, including billing information and other operating records needed to service premises, is requested by City or any subsequent solid waste enterprise in accordance with Section 28 and is received after City -established due dates, both for preparation of a request for proposals and for any subsequent solid waste enterprise's implementation of service: \$1,000.00 per day.

(B) For each day delivery of keys, security codes, remote controls used to access garages, gates and bin enclosures, or other means of access to Solid Waste Containers is

delayed beyond one (1) day prior to new solid waste enterprise servicing Customers with access issues: \$1,000.00 per day.

(C) For delay in not meeting the requirements from Section 28 in a timely manner, in addition to the daily liquidated damages for breach under Sections 18.7.3.5(A)-(B) above, a one-time charge of: \$5,000.

18.7.4 Process for Assessment of Liquidated Damages

(A) City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or through an investigation of Customer complaints. It is the desire of the parties to work together to avoid the imposition of liquidated damages and accordingly City will endeavor to timely communicate to Contractor any information that it receives which might give rise the imposition of liquidated damages in order to facilitate Contractor's ability to correct any deficiency, or prevent the recurrence of any conduct for which liquidated damages might eventually be imposed.

(B) Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the City Manager. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City Manager will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City Manager shall be final.

(C) City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

18.7.5 Timing of Payment

Contractor shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against any security required by this Agreement to obtain payment, and/or find Contractor in default and exercise its right to terminate this Agreement as set forth herein.

SECTION 19. CONTRACTOR'S REMEDIES; ADMINISTRATIVE HEARING

19.1 Administrative Hearing

Should Contractor contend that City is in breach of any aspect of this Agreement, it shall give notice to the City Manager requesting an administrative hearing on the allegation. The hearing shall occur as soon as reasonably possible, or on such date as mutually agreed by the parties, and shall be held before an impartial hearing officer. The hearing officer shall make an

advisory ruling on Contractor's allegations, and suggest a remedy if a breach by City is determined to exist. The hearing officer's ruling and recommendations shall become final and binding if the parties so agree in writing within thirty (30) days of the date notice of the decision is given to both parties. Otherwise, the hearing officer's ruling shall have no further force or effect.

19.2 Other Remedies; Claims

Contractor shall be entitled to all available remedies in law or equity for City 's breach of this Agreement; provided, however, Contractor shall not file or otherwise commence any action against City , in law or equity, in any court, until after an administrative hearing as set forth above has been completed, and the above noted thirty (30) day period to accept the hearing officer's decision has passed, or either City or Contractor has given timely written notice to the other that it will not accept the hearing officer's decision.

19.3 Actions for Damages

As a prerequisite to the filing and maintenance of any action for damages by Contractor against City arising out of this Agreement, Contractor shall present a claim to City , as required by Government Code Section 910 et seq., within thirty (30) days of the date of the occurrence giving rise to the claim for damages.

SECTION 20. CITY 'S ADDITIONAL REMEDIES

In addition to any other remedies set forth herein, City shall be entitled to any or all of the following rights and remedies in the event of a breach of this Agreement by Contractor:

(A) The right to use Contractor's equipment for the purpose of Collecting, transporting, and/or disposing of Solid Waste, including Recyclable Material, for a period not to exceed six (6) months. In the case of equipment not owned by Contractor, Contractor shall assign to City, to the extent Contractor is permitted to do so under the instruments pursuant to which Contractor possesses such equipment, the right to use and possess the equipment. If City exercises its rights under this Section, City shall pay to Contractor the reasonable rental value of the equipment for the period of City 's possession thereof (although payment may, if appropriate, occur in the form of a setoff against damages otherwise owed by Contractor pursuant to the terms hereof);

(B) The right to license others to perform the services otherwise to be performed by Contractor hereunder, or to perform such services itself; and

(C) The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach of this Agreement by Contractor, City will suffer irreparable injury and incalculable damages sufficient to support injunctive relief, to specifically enforce the provisions of this Agreement, and to enjoin the breach hereof.

SECTION 21. RIGHTS OF CITY TO PERFORM DURING EMERGENCY

21.1 Provision of Service

Should Contractor, for any reason whatsoever, refuse or be unable to provide Solid Waste Handling Services for a period of more than forty-eight (48) hours, and if as a result thereof, Solid Waste should accumulate in City to such an extent or in such a manner that the City Manager finds that such accumulation endangers or menaces the public health, safety, or welfare, City shall have the right, upon twelve (12) hours prior written notice to Contractor, during the period of such emergency, to temporarily take possession of any or all equipment and facilities of Contractor previously used in providing Collection, transportation, and disposal of Solid Waste and provide, through its own forces or otherwise, Solid Waste Handling Services which Contractor otherwise would be obligated to provide pursuant to this Agreement. Contractor agrees that in such event it shall fully cooperate with City to affect such a transfer of possession for City's use.

21.2 Possession of Equipment

Contractor agrees, that in the event of circumstances described in Section 21.1 above, City may take temporary possession of and use all of said equipment and facilities without paying Contractor any rental or other charge. Upon Contractor giving City notice that it is able to resume its normal responsibilities under this Agreement City shall either relinquish possession of all of the above mentioned property to Contractor.

21.3 Exclusions from Right to Possession of Equipment without Compensation

Specifically excluded from the circumstances in which City may possess and utilize Contractor's equipment without compensation are circumstances in which Contractor fails or refuses to provide Solid Waste Handling Services hereunder for any reason which is not a force majeure event as defined herein. In such circumstances City's right to utilize and possess Contractor's equipment shall be subject to the provisions of the above Section 20.

SECTION 22. PRIVACY

Contractor shall strictly observe and protect the privacy rights of Customers. Information identifying individual Customers or the composition or contents of a Customer's Solid Waste stream, or any of the billing information pertaining to any Customers, shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, ordinance, or regulation of a governmental agency having City, or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste audits which may be required by AB 939 or this Agreement. Contractor shall not market or distribute, outside the normal course of its business, mailing lists with the names and addresses of Customers. The rights afforded Customers pursuant to this Section shall be in addition to any other privacy right afforded Customers pursuant to federal or state law.

SECTION 23.

REPORTS AND ADVERSE INFORMATION

The parties acknowledge that City will require reporting at various intervals by which information important to City can be compiled and analyzed. Throughout the Term the parties agree to work together to address City's needs with respect to the information to be contained in reports prepared by Contractor. The following is intended as a starting point in order to have established an objective baseline for reporting, but the frequency and content of the reports called out below may be changed by agreement of the parties; provided any such change is approved by the City Manager in writing. City and Franchisee agree that Franchisee's proprietary information, including trade secrets, whether or not designated as such by Franchisee, may be confidential under the California Public Records Act. City shall make reasonable efforts to handle such information in a manner consistent with the protections afforded in the California Public Records Act.

23.1 Monthly Reports

At a minimum, Contractor shall report the following to City on a monthly basis: Solid Waste Collected by Contractor for each month, sorted by type of Solid Waste in tons broken down at a level acceptable to City (which at a minimum shall include: refuse, mixed organics, and mixed recyclables), as well as by customer or route type (i.e., single family, multi-family, commercial, roll-off, curbside, etc.); the facilities where all Solid Waste Collected was processed or disposed; a list of the records related to non-collection notices; warning notices issued for contaminated Recyclable Materials, and Green Waste Containers (if applicable); and a narrative summary of problems encountered and actions taken with recommendations for City, as appropriate. Contractor shall also provide a detailed list of all Bulky Item Collections including Customer name and address, and date(s) of service.

23.2 Quarterly Reports

At a minimum, Contractor shall report the following to City on a quarterly basis: the information required in the monthly reports; the complaint summary for the quarter summarized by nature of complaints; copies of promotional and public education materials sent during the quarter; description of Contractor outreach activities conducted the previous quarter; and such other information or reports that the City may reasonably request or require. Contractor shall, upon demand by City, provide a true and accurate report of landfill tipping receipts, records showing delivery at processing or reuse facilities, and similar such documents in order to enable City to verify Contractor's quarterly reports.

23.3 Annual Reports

Within 30 days of the end of each calendar year during the Term of this Agreement and within thirty (30) days after the end of the Term, Contractor shall submit a written annual report,

at its sole expense, in a form approved by City , which includes, but is not limited to, the following information:

- A. A summary of the total tons of Solid Waste Collected in City in the preceding year as well as a summary of the total tonnage diverted from the State's landfill systems during that time frame;
- B. Information and reports required by City to meet its reporting obligations imposed by AB 939 and the regulations implementing AB 939, in a form and content approved by the City Manager;
- C. A list of Customers or Responsible Customers who elect not to receive a Recycling Cart, including contact information, reasons, and the locations thereof.
- D. On or before May 15th of each year, Contractor shall provide City with a customer report in a format acceptable to City including, at a minimum, APN#, Street Address, Service Level, and rates to be assessed on the real property tax bill for the upcoming tax year for all residential customers billed under section 13.1.2.

23.4 Format of Reports

Each monthly, quarterly, and annual report shall be submitted to City, addressed to the City Manager or his or her designee. Records related to performance of this Agreement shall be maintained by Contractor in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. The format of each report shall be approved by City. Contractor agrees to submit all reports to e-mail addresses designated by City in an electronic format approved by the City , compatible with City 's software/computers at no additional charge.

23.5 Adverse Information

(A) Contractor shall provide City two copies of all reports and other material adversely affecting this Agreement submitted by Contractor to the United States Environmental Protection Agency, CalRecycle, the California Regional Water Quality Control Board, and any other federal, state, regional, or local regulatory agency. Copies shall be submitted to City simultaneously with Contractor's filing of such matters with said agencies. Contractor's routine correspondence to said agencies need not be automatically submitted to City , but shall be made available to City upon written request.

(B) Contractor shall submit to City copies of all pleadings, applications, notifications, communications, and documents of any kind submitted by Contractor to, as well as copies of all decisions, correspondence, and actions by, any federal, state, and local courts, regulatory agencies, and other government bodies relating directly to Contractor's performance of services pursuant to this Agreement. To the degree authorized by law, any confidential data exempt from public disclosure shall be retained in confidence by City and its authorized agents and shall not be made available for public inspection.

(C) Contractor shall submit to City such other information or reports in such forms and at such times as City may reasonably request or require.

(D) All reports and records required under this or any other Section hereof shall be furnished at the sole expense of Contractor.

23.6 Disaster Plan

Within ninety (90) days of the Effective Date, Contractor shall prepare a draft disaster debris cleanup implementation plan that sets forth procedures for collection of debris following a major disaster such as an earthquake, mudslide, storm, flood, fire, terrorist attack, riot, civil disturbance or other similar event. The disaster plan shall address priorities for cleanup at critical facilities, procedures for reimbursement for costs, describe communication plans, list key contact persons, and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the landfill. Contractor shall coordinate the plan with City's emergency service teams and private parties, as necessary. The draft plan shall be presented to the City Manager for consideration and approval. The final plan shall be distributed to those employees of Contractor and City and private parties who would have a role in implementing such plan in the event of a disaster.

In addition to the disaster debris cleanup implementation plan, Contractor shall: (1) assist City in the event of a major disaster by providing Collection Vehicles and drivers normally assigned to City at rates which do not exceed the maximum rates set forth on Exhibit A; and (2), upon request and at no additional charge, provide to City at City Hall or other locations designated by the City Manager, up to ten (10) Bins and/or Roll-off Boxes, with the quantity and size to be designated by City, for use as emergency containers to store emergency materials and supplies.

23.7 Failure to Report

The refusal of Contractor to file any of the reports required, or the inclusion of any materially false or misleading statement or representation made knowingly by Contractor in such report shall be deemed a material breach of the Agreement, and shall subject Contractor to all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

SECTION 24. COMPENSATION

24.1 Contractor Rates

Contractor shall provide services to Customers pursuant to this Agreement at rates set forth in the attached Exhibit A, which sets out the maximum rates that may be charged by Contractor, as such maximum rates may be adjusted from time to time pursuant to the terms hereof. The maximum rates set forth in Exhibit A are inclusive of all services to be provided, including transportation, disposal, and Container costs, and no other charges shall be imposed by Contractor for such services.

24.2 Resolution of Disputes Regarding Rate Adjustments

Any dispute regarding an adjustment to the maximum rates Contractor may charge, or the computation thereof, shall be decided by the City Manager. The rates in effect at the time such dispute is submitted to the City Manager shall remain in effect pending resolution of such dispute. The effective date of the adjusted maximum rate following the resolution of any such dispute, whether retroactive or prospective, shall be determined by the City Manager.

24.3 Annual Consumer Price Index Adjustments

Commencing on July 1, 2026 the maximum rates as set forth in Exhibit A shall be adjusted, and such rates shall be adjusted annually thereafter on each subsequent July 1st during the Term hereof (the "Adjustment Dates"), by multiplying each rate by the change in the annual Consumer Price Index ("CPI") for All Items, Not Seasonally Adjusted, San Francisco-Oakland-Hayward, California, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Series Id. CUURS49BSA0, Base Date 1982-84=100, or the most similar successor index if this index is no longer

As an example, the CPI adjustment for July 1, 2023 would be calculated as shown below:

Annual CPI 2021:	309.721
Annual CPI 2022:	327.060
Change:	17.339
% Increase:	5.60% (17.339 ÷ 309.721)

It is anticipated that Contractor shall provide all necessary calculations of the CPI adjustment to City manager (or his/her designee) at least forty five (45) days prior to the date of the adjustment. City will make an effort to verify information provided by Contractor, but ultimately Contractor bears the burden of ensuring the submitted information is correct and supported by all necessary documentation. Contractor agrees and acknowledges that City is entitled to rely, in good faith, on information submitted by Contractor, including mathematical calculations, CPI data, and other documentation, to justify Contractor's rate increase. In the event that there are errors in Contractor's calculations, including, but not limited to, an inaccurate rate adjustment, inaccurate application of the rate increase formula described above, or usage of inaccurate data, Contractor acknowledges and agrees that City is entitled to seek recovery of damages on behalf of the public or impose future rate reductions to compensate for the errors.

24.4 Limitations to Annual CPI Adjustments

Notwithstanding anything to the contrary in Section 24.3 above, the maximum annual adjustment occurring pursuant to Section 24.3 shall be limited by the provisions set forth below.

Five Percent (5%) Cap

Any maximum rate may not be increased in any given year by more than five percent (5.0%) without regard to any higher increase which may otherwise be justified by the formula set forth in Section 24.3. In the event an increase exceeds the five percent (5.0%) cap, the un-applied percentage may be rolled forward and applied to the maximum rate increases in subsequent years provided that the rate increase in any year may not exceed 5.0% and may not be less than 0%.

24.5 Change in Law Adjustment

Contractor may request an adjustment to the maximum rates set forth in Exhibit A resulting from a change in law that has a material affect on the cost of providing service under this Agreement. For purposes of this section, a material affect shall be an increase in costs greater than 5.0%. Contractor shall provide City Manager sufficient information to demonstrate the increase in costs associated with the Change in Law. A Change in Law Adjustment shall be effective on and after the actual date of the change in operations which resulted from the Change in Law. The City Manager is under no obligation to approve the requested adjustment if there is reasonable justification, including a finding that the Contractor did not substantially comply with all terms of this Agreement.

24.6 Discretionary Adjustments

Contractor may request an adjustment to the maximum rates set forth in Exhibit A at reasonable times other than as set forth in Section 24.3 for unusual changes in the cost of providing service under this Agreement. For each request for an adjustment to the maximum rates brought pursuant to this Section Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in the City Council's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The City Council may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. Contractor may not request an extraordinary increase in the maximum rates as a result of: changes in fees or taxes such as Social Security, disability or income tax; changes in health care costs, including increases to the cost of health insurance or changes to the requirements for health insurance; changes in the market value of Recyclables or processing costs for Recyclables or Green Waste; inaccurate estimates by Contractor of its cost of operations; or costs of compliance with South Coast Air Quality Management District and Air Resource Board rules and standards for Collection Vehicles.

SECTION 25. IDENTIFICATION OF CONTRACTOR

Contractor has agreed to use the name(s) "Mid-Valley Disposal", "Mid-Valley Disposal, LLC" or other similar iteration thereof, to identify itself to the public as the specific organization that shall provide all services under this Agreement. Unless otherwise approved in writing by

City, this name shall be used for all correspondence, Billing statements, directory listings, references, signs, and vehicle and Container identification.

SECTION 26.

CITY 'S FLOW CONTROL OPTION/COUNTY AGREEMENT

26.1 Flow Control Option

As of the effective date, Contractor shall have the absolute discretion to utilize any disposal facility, transfer station, recycling facility, material recovery facility, landfill, or other facility of its choosing to retain, recycle, process, and dispose of Solid Waste generated within the City, provided the use of such facility by Contractor enables it to meet all other requirements of this Agreement. City shall have the option to choose the location for the delivery and/or disposal of all Solid Waste (including Recyclable Material, Organic Waste, Green Waste, and construction and demolition waste) Collected pursuant to this Agreement (hereinafter City 's "Flow Control Option"). Contractor expressly consents to City's ability to direct the location for disposal of Solid Waste hereunder, and waives any and all rights to challenge City's ability to do so, including without limitation any rights under the Commerce Clause of the United States Constitution. In the event City so notifies Contractor of its desire to exercise its Flow Control Option, Contractor shall be entitled to compensation for any increase in cost or loss of revenue that results from the City's exercise of its Flow Control Option.

INDEMNIFICATION

26.1 General

(A) Contractor hereby agrees to and shall indemnify and hold harmless City , its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnities") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising out of, resulting from, and/or in any way connected with this Agreement including: (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, and/or subcontractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents, and/or subcontractors to comply in all respects with the provisions of this Agreement, all Applicable Laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; (3) the acts of Contractor, its officers, employees, agents, and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws); and (4) any challenge to the award of, or any provisions of this Agreement (including any claim that the application of any provision hereof violates any provision of the California Constitution). The foregoing indemnity and hold harmless provisions shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of Indemnities' negligence, but shall not extend to matters resulting from

Indemnities' sole negligence, or willful misconduct. Contractor further agrees to and shall, upon demand of City , at Contractor's sole cost and expense, defend (with attorneys acceptable to City) City , its elected and appointed boards and commissions, officers, employees, and agents against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time Contractor elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by Contractor.

(B) Contractor, upon demand of City , made by and through the City Attorney, shall protect City and appear in and defend City and its elected officials, officers, employees and agents, in any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or "Recyclable Material," the scope of the rights granted herein, conflicts between the rights granted herein and rights asserted by other Persons, or the limits of City 's authority with respect to the grant of licenses, or agreements, exclusive or otherwise, asserting rights under the Dormant Commerce Clause or any other federal or state laws to provide Collection services in the City .

(C) The provisions of this Section shall not terminate or expire, shall be given the broadest possible interpretation, and shall survive the expiration or earlier termination of this Agreement.

26.2 Hazardous Substances Indemnification

(A) Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City) reimburse, indemnify, and hold City and its past and present officers, council members, employees, consultants and agents (hereinafter "Indemnified Parties") harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that:

(1) results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnified Party is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or

(2) relates to material Collected, transported, recycled, processed, treated or disposed of by Contractor.

(B) Contractor's obligations pursuant to this Section shall apply, without limitation, to:

(1) any Claims brought pursuant to or based on the provisions of the Environmental Laws, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., the Carpenter-Presley-Tanner Hazardous Substances Account Act (California Health & Safety Code Sections 25300 et seq.), the California Hazardous Waste Control Laws (California Health and Safety Code Sections 25100 et seq.), the California Porter-Cologne Act (California Water Code Section 13000 et seq.), and any and all amendments and regulations thereto, and any other federal, state, regional or local environmental statutory or regulatory provision;

(2) any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation by Contractor of any facility;

(3) any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, disposal, processing or use of any materials recovered by Contractor; and

(4) any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

(C) The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor.

(D) For purposes of this Agreement, the term "Hazardous Contaminant" shall mean any "hazardous material," as that term is defined under California Health & Safety Code Section 25501(n); any "hazardous substance," as that term is defined herein or under California Health & Safety Code Sections 25281(h), 25501(n), 25501.1 and under Title 42, Section 9601(14) of the United States Code; any "hazardous waste," as that term is defined herein and under Title 42, Section 6903(5) of the United States Code and under California Health & Safety Code Section 25501(n); any chemical which the Governor has identified as a chemical known to the State to cause cancer or reproductive toxicity pursuant to California Health & Safety Code Section 25249.8; any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to the above-referenced statutory and regulatory provisions made before or after the date of execution of this Agreement.

(E) The provisions of this Section shall not terminate or expire, shall be given the broadest possible interpretation, and shall survive the expiration or earlier termination of this Agreement.

(F) With regard to any claim covered by this provision arising from the delivery of Solid Waste to the Fresno County landfill system pursuant to the terms of the County Agreement, the indemnity provisions hereof are intended to be supplemental to any indemnification obligations owed to the City by the County of Fresno pursuant to the County Agreement.

(G) The foregoing indemnification provisions exclude liability for de minimis amounts of hazardous contaminants, substances, wastes or materials that (1) are not detected or detectable from manual or automated waste sorting or processing efforts; (2) are commonly found in used household cleaning products and similar goods that are discarded by generators in the solid waste stream ("household hazardous waste"), and (3) for which currently available technology either does not screen, or cannot completely remove."

(H) The foregoing indemnification provisions exclude liability from facilities or disposal sites City has directed Contractor to as a result of exercising its Flow Control Option as defined in Section 26.1

(I)
CONTRACTOR'S BOOKS AND RECORDS; AUDITS

26.1 Maintenance and Inspection of Records

Contractor shall maintain all records relating to the services provided hereunder, including but not limited to Customer lists, billing records, accounts payable records, maps, AB 939/SB 1383 compliance records, records reflecting the number of refuse, recycling and organics routes and route hours by service category (such as residential, multi-family, commercial, roll-off, and special services), records demonstrating facilities, equipment and personnel used to perform services, records reflecting the number of refuse, recycling and organics Containers in service by frequency of Collection for each customer group (such as single family, multi-family, commercial, roll-off); records reflecting the number of roll-off box pulls, and such other documents and materials which reasonably relate to Contractor's compliance with the provisions of this Agreement (the "Records"), for the full Term of this Agreement, and an additional period thereafter of not less than three (3) years, or any longer period required by law. City shall have the right, upon five (5) business days advance notice, to inspect the Records. Such Records shall be made available to City at Contractor's regular place of business, but in no event outside the County of Orange. Prior to destruction of records relating to the services provided pursuant to this Agreement, Contractor shall provide copies or originals of such records to City.

26.2 CERCLA Defense Records

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) for not less than five (5)

years following the termination of this Agreement, and agrees to notify City 's City Manager, City Clerk and City Attorney before destroying such records thereafter. At any time, including after the expiration of the Term hereof, Contractor shall provide copies of such records to City. The requirements of this Section shall survive the expiration of the Term of this Agreement.

26.3 Ongoing Compliance Review

City intends review Contractor's performance on an ongoing basis to ensure compliance with the terms and provisions of this Agreement, and it is City 's intent that a designated portion of the Waste and Recycling Services Reimbursement, as more fully described in Section 11.4, will be used to fund City 's costs associated with ensuring Contractor's ongoing compliance. At a minimum, City intends to have internal staff or outside consultants review Contractor's performance to ensure ongoing compliance with the terms hereof, including, but not limited to, the payment of required fees, performance of the services stated herein, implementation of programs required under the Agreement, Contractor's maintenance and upkeep of records, and compliance with all Applicable Laws. Contractor shall provide any and all information reasonably requested by City in connection with its efforts to ensure compliance with the terms hereof, regardless of whether such information is specifically otherwise called out herein as an item that Contractor is required to maintain and provide to City .

26.4 Audits

26.4.1 Examination of Services

From time to time, anticipated to occur as a result of reports and other submittals required by this Agreement, City may request Contractor to make available any or all of its records related to performance hereunder available to an independent auditor or examiner, to be selected by the City , for auditing and examination purposes (a "Discretionary Audit"). The scope of the Discretionary Audit and auditor or examiner will be determined by City and the scope may include, but is not limited to, compliance with terms of this Agreement, Customer service levels and Billing, fee payments, Gross Receipts, tonnage, and verification of diversion rates. Except as otherwise provided herein, City shall bear the cost of any Discretionary Audit. Should any Discretionary Audit reveal an underpayment of any Franchise Fee required pursuant to this Agreement, the amount of such underpayment shall become due and payable to City not later than fifteen (15) days after written notice of such underpayment is sent to Contractor by City, complete with any additional late charges as set forth herein. If a Discretionary Audit reveals inaccuracies or inconsistencies in more than five percent (5%) of all Customer accounts, either with Contractor's operations or billing systems, or an underpayment of Franchise Fees of more than three percent (3%), Contractor shall bear the entire cost of such Discretionary Audit.

26.4.2 Route Audit

Contractor shall perform periodic route audits and provide to the City a summarizing report within 30 (30) days of completion of each audit. The report shall also include a description of the changes and Contractor's plans to resolve any exceptions. The route audit data and results of the audit shall be available for review by the City or its representative.

SECTION 27. TRANSITION OBLIGATIONS

At the end of the Term, or in the event this Agreement is terminated for cause prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent solid waste enterprise it designates to assure a smooth transition of services. Contractor's cooperation shall include, but not be limited to, providing route lists, billing information and other operating records needed to service all premises covered by this Agreement. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Contractor shall provide any new solid waste enterprise with all keys, security codes and remote controls used to access garages, gates and bin enclosures. Contractor shall be responsible for coordinating transfer immediately after its final collection activities, so as to not disrupt services, including coordinating with the new solid waste enterprise on the removal of Contractor's Containers and the delivery of the new solid waste enterprise's Containers. Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of Containers and pickup days) at least 90 days prior to the transition date, provide an updated list two weeks before the transition, and a final updated list with any changes the day before the transition. Contractor shall provide means of access to the new solid waste enterprise at least one full business day prior to its first day of collection, and within sufficient time so as to not impede in any way the new solid waste enterprise from easily servicing all Containers.

SECTION 28. GENERAL PROVISIONS

28.1 Force Majeure

Contractor shall not be in default under this Agreement in the event that its ability to provide Solid Waste Handling Services or Temporary Services, in compliance with its obligation to do so hereunder, is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, strikes or other labor disturbances lasting five (5) days or less, explosion, natural disasters such as floods, earthquakes, landslides, and fires, or "other catastrophic events" which are beyond the reasonable control of Contractor. The term "other catastrophic events" does not include: (i) the financial inability of Contractor to perform; (ii) failure of Contractor to obtain any necessary permits or licenses from other governmental agencies; (iii) the failure to obtain the right, or the loss of the right, to use the facilities of any public utility where such failure is due in substantial part to the acts or omissions of Contractor; or (iv) strikes or other labor disturbances lasting longer than five (5) days.

28.2 Independent Contractor

Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees,

agents, or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

28.3 Pavement Damage

Contractor shall be responsible for the cost of repair of any extraordinary damage to the public streets and streets, whether or not paved, located within the City resulting from providing the services required hereunder.

28.4 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees, agents, or subcontractors of Contractor to private or public property shall be promptly repaired or replaced at Contractor's expense.

28.5 Right of Entry

Contractor shall not have the right, until Contractor receives permission from the property owner, to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Temporary Services and/or Solid Waste Handling Services pursuant to this Agreement.

28.6 Law to Govern; Venue

The laws of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Orange and venue in federal trial courts shall lie exclusively in the District of California in which City is located.

28.7 Amendment

This Agreement is intended to carry out City's obligations to comply with the provisions of AB 939 and SB 1383, as implemented by regulations of CalRecycle, as they from time to time may be amended. In the event that, after the Effective Date of this Agreement, AB 939 or SB 1383 is amended, or other state or federal laws or regulations are enacted and prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Except as otherwise expressly stated herein, no other amendment of this Agreement shall be valid unless it is in writing and duly executed by the parties.

28.8 Notices

All notices required or permitted to be given under this franchise shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of Selma
Attn: City Manager
1710 Tucker Street
Selma, CA 93662

To Contractor: Mid Valley Disposal
Attn: Joseph Kalpakoff
15300 W Jensen Ave.
Kerman, CA 93630

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed given on the date served if served personally between the hours of 8:00 a.m. to 5:00 p.m. on any regular business day for City's business offices. If mailed, notice shall be deemed given three (3) business days from the date such notice is deposited in the United States mail in the manner proscribed above.

28.9 Savings Clause

If any non-material provision of this Agreement is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

28.10 Exhibits Incorporated

Exhibits A through B are attached to and incorporated in this Agreement by reference.

28.11 Joint Drafting

This Agreement shall be interpreted as if it were drafted jointly by the parties to the Agreement.

28.12 Attorneys' Fees and Litigation Costs

In the event either party brings any action or proceeding to enforce or interpret the terms or provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and other litigation costs and expenses, including without limitation expert witness fees, consultant fees and costs. Without limiting its scope in any way, this provision is expressly intended to, and shall, apply to fees and costs incurred in any appeal.

28.13 City's Authorized Agent

Notwithstanding anything contained herein to the contrary, and excepting amendments hereto and such actions set forth herein specifically calling for City Council action or approval, the City Manager is designated as the City's authorized agent to take any action with regard to any matter, or enforce any right, set forth herein requiring action by the City.

28.14 Integrated Agreement

This Agreement contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals, and agreements between the Parties, whether written or oral. The Parties acknowledge this document has been executed with the consent and upon the advice of counsel. Each of the Parties acknowledges that no party or agent or attorney of any other party has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other party to execute this instrument.

28.15 Section Headings

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

28.16 Compliance with Law

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws, including the laws and regulations of the United States, the State of California, the provisions of the Municipal Code, and any federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended.

28.17 No Third Party Beneficiaries

Except as otherwise provided for in this Agreement, nothing in this Agreement, whether expressed or implied, is intended to confer any rights on any persons other than the parties to the Agreement and their representatives, successors, and permitted assigns.

[SIGNATURES ON FOLLOWING PAGE]

"City"

CITY OF SELMA

Dated: January 16, 2024

By: Fernando Santillan
Fernando Santillan, City Manager

ATTEST:

By: Reyna Rivera
Reyna Rivera, City Clerk

APPROVED AS TO FORM:

By: Megan Crouch
Megan Crouch, City Attorney

"Contractor"
Mid-Valley Disposal, LLC

Dated: January 19, 2024

By: J. J. #
Joseph Kulpakoff, CEO

Dated: Jan 19, 2024

By: Joe Heisdorf
Joe Heisdorf CEO

Exhibit A

Mid-Valley Disposal Proposed Rate Schedule for City of Selma

Rates Effective 7/1/2024- 7/1/2026

	MVD Cost	Franchise Fee 10%	Subtotal	Street Sweeping	Customer Rate
RESIDENTIAL SERVICE					
Standard 3-96 gallon Containers	\$ 26.35	\$ 2.93	\$ 29.28	\$ 3.50	\$ 32.78
64G Trash - 64G Organics - 96G Recycle	\$ 24.86	\$ 2.76	\$ 27.62	\$ 3.50	\$ 31.12
Residential Contamination Fee					
1st occurrence	\$ 15.00	\$ 1.67	\$ 16.67	\$ 3.50	\$ 20.17
2nd occurrence	\$ 25.00	\$ 2.78	\$ 27.78	\$ 3.50	\$ 31.28
COMMERCIAL REFUSE					
96 gallon 1x week	\$ 21.70	\$ 2.41	\$ 24.11	\$ 5.00	\$ 29.11
96 gallon 2x week	\$ 43.39	\$ 4.82	\$ 48.21	\$ 5.00	\$ 53.21
96 gallon 3x week	\$ 64.99	\$ 7.22	\$ 72.21	\$ 5.00	\$ 77.21
96 gallon 4x week	\$ 82.00	\$ 9.11	\$ 91.11	\$ 5.00	\$ 96.11
1 yard bin 1x/wk	\$ 75.79	\$ 8.42	\$ 84.21	\$ 5.00	\$ 89.21
1 yard bin 2x/wk	\$ 146.89	\$ 16.32	\$ 163.21	\$ 5.00	\$ 168.21
1 yard bin 3x/wk	\$ 210.79	\$ 23.42	\$ 234.21	\$ 5.00	\$ 239.21
2 yard bin 1x/wk	\$ 109.99	\$ 12.22	\$ 122.21	\$ 5.00	\$ 127.21
2 yard bin 2x/wk	\$ 219.79	\$ 24.42	\$ 244.21	\$ 5.00	\$ 249.21
2 yard bin 3x/wk	\$ 314.20	\$ 34.91	\$ 349.11	\$ 5.00	\$ 354.11
2 yard bin 4x/wk	\$ 414.01	\$ 46.00	\$ 460.01	\$ 5.00	\$ 465.01
2 yard bin 5x/wk	\$ 514.99	\$ 57.22	\$ 572.21	\$ 5.00	\$ 577.21
3 yard bin 1x/wk	\$ 150.49	\$ 16.72	\$ 167.21	\$ 5.00	\$ 172.21
3 yard bin 2x/wk	\$ 280.00	\$ 31.11	\$ 311.11	\$ 5.00	\$ 316.11
3 yard bin 3x/wk	\$ 389.89	\$ 43.32	\$ 433.21	\$ 5.00	\$ 438.21
3 yard bin 4x/wk	\$ 534.79	\$ 59.42	\$ 594.21	\$ 5.00	\$ 599.21
3 yard bin 5x/wk	\$ 649.99	\$ 72.22	\$ 722.21	\$ 5.00	\$ 727.21
4 yard bin 1x/wk	\$ 195.94	\$ 21.77	\$ 217.71	\$ 5.00	\$ 222.71
4 yard bin 2x/wk	\$ 379.99	\$ 42.22	\$ 422.21	\$ 5.00	\$ 427.21
4 yard bin 3x/wk	\$ 541.00	\$ 60.11	\$ 601.11	\$ 5.00	\$ 606.11
4 yard bin 4x/wk	\$ 719.29	\$ 79.92	\$ 799.21	\$ 5.00	\$ 804.21
4 yard bin 5x/wk	\$ 894.70	\$ 99.41	\$ 994.11	\$ 5.00	\$ 999.11
6 yard bin 1x/wk	\$ 230.59	\$ 25.62	\$ 256.21	\$ 5.00	\$ 261.21
6 yard bin 2x/wk	\$ 435.07	\$ 48.34	\$ 483.41	\$ 5.00	\$ 488.41
6 yard bin 3x/wk	\$ 640.00	\$ 71.11	\$ 711.11	\$ 5.00	\$ 716.11
6 yard bin 4x/wk	\$ 829.99	\$ 92.22	\$ 922.21	\$ 5.00	\$ 927.21
6 yard bin 5x/wk	\$ 1,050.04	\$ 116.67	\$ 1,166.71	\$ 5.00	\$ 1,171.71
COMMERCIAL RECYCLING					
96 gallon 1x week	\$ 10.50	\$ 1.17	\$ 11.67	\$ -	\$ 11.67
96 gallon 2x week	\$ 20.00	\$ 2.22	\$ 22.22	\$ -	\$ 22.22
96 gallon 3x week	\$ 29.50	\$ 3.28	\$ 32.78	\$ -	\$ 32.78
96 gallon 4x week	\$ 39.00	\$ 4.33	\$ 43.33	\$ -	\$ 43.33
2 yard bin 1x/wk	\$ 64.50	\$ 7.17	\$ 71.67	\$ -	\$ 71.67
2 yard bin 2x/wk	\$ 119.49	\$ 13.28	\$ 132.77	\$ -	\$ 132.77
2 yard bin 3x/wk	\$ 191.49	\$ 21.28	\$ 212.77	\$ -	\$ 212.77
3 yard bin 1x/wk	\$ 89.79	\$ 9.98	\$ 99.77	\$ -	\$ 99.77
3 yard bin 2x/wk	\$ 175.20	\$ 19.47	\$ 194.67	\$ -	\$ 194.67
3 yard bin 3x/wk	\$ 249.99	\$ 27.78	\$ 277.77	\$ -	\$ 277.77
3 yard bin 4x/wk	\$ 335.40	\$ 37.27	\$ 372.67	\$ -	\$ 372.67
3 yard bin 5x/wk	\$ 420.81	\$ 46.76	\$ 467.57	\$ -	\$ 467.57

Exhibit A

Mid-Valley Disposal Proposed Rate Schedule for City of Selma

Rates Effective 7/1/2024- 7/1/2026

	MVD Cost	Franchise Fee 10%	Subtotal	Street Sweeping	Customer Rate
COMMERCIAL RECYCLING					
4 yard bin 1x/wk	\$ 105.00	\$ 11.67	\$ 116.67	\$ -	\$ 116.67
4 yard bin 2x/wk	\$ 195.00	\$ 21.67	\$ 216.67	\$ -	\$ 216.67
4 yard bin 3x/wk	\$ 285.00	\$ 31.67	\$ 316.67	\$ -	\$ 316.67
4 yard bin 4x/wk	\$ 375.00	\$ 41.67	\$ 416.67	\$ -	\$ 416.67
4 yard bin 5x/wk	\$ 465.00	\$ 51.67	\$ 516.67	\$ -	\$ 516.67
6 yard bin 1x/wk	\$ 150.00	\$ 16.67	\$ 166.67	\$ -	\$ 166.67
6 yard bin 2x/wk	\$ 287.79	\$ 31.98	\$ 319.77	\$ -	\$ 319.77
6 yard bin 3x/wk	\$ 425.49	\$ 47.28	\$ 472.77	\$ -	\$ 472.77
6 yard bin 4x/wk	\$ 564.99	\$ 62.78	\$ 627.77	\$ -	\$ 627.77
6 yard bin 5x/wk	\$ 702.99	\$ 78.11	\$ 781.10	\$ -	\$ 781.10
COMMERCIAL ORGANICS					
64 Gallon 1x/wk	\$ 15.00	\$ 1.67	\$ 16.67	\$ -	\$ 16.67
64 Gallon 2x/wk	\$ 29.94	\$ 3.33	\$ 33.27	\$ -	\$ 33.27
64 Gallon 3x/wk	\$ 44.79	\$ 4.98	\$ 49.77	\$ -	\$ 49.77
1 yard bin 1x/wk	\$ 74.04	\$ 8.23	\$ 82.27	\$ -	\$ 82.27
1 yard bin 2x/wk	\$ 147.30	\$ 16.37	\$ 163.67	\$ -	\$ 163.67
1 yard bin 3x/wk	\$ 220.56	\$ 24.51	\$ 245.07	\$ -	\$ 245.07
1.5 yard bin 1x/wk	\$ 98.79	\$ 10.98	\$ 109.77	\$ -	\$ 109.77
1.5 yard bin 2x/wk	\$ 196.89	\$ 21.88	\$ 218.77	\$ -	\$ 218.77
1.5 yard bin 3x/wk	\$ 294.99	\$ 32.78	\$ 327.77	\$ -	\$ 327.77
SHORT TERM AND SPECIAL					
3 yard bin one-time trash bin	\$ 150.00	\$ 16.67	\$ 166.67	\$ -	\$ 166.67
Roll Off Delivery	\$ 75.00	\$ 8.33	\$ 83.33	\$ -	\$ 83.33
20 yard bin trash	\$ 235.00	\$ 26.11	\$ 261.11	\$ -	\$ 261.11
30 yard bin trash	\$ 265.00	\$ 29.44	\$ 294.44	\$ -	\$ 294.44
40 yard bin trash	\$ 300.00	\$ 33.33	\$ 333.33	\$ -	\$ 333.33
Charge per ton	\$ 60.00	\$ 6.67	\$ 66.67	\$ -	\$ 66.67
4yard bin daily rent	\$ 8.00	\$ 0.89	\$ 8.89	\$ -	\$ 8.89
Roll-Off daily rent	\$ 12.00	\$ 1.33	\$ 13.33	\$ -	\$ 13.33
OTHER FEES					
Commercial Contamination Fees					
1st occurrence - per yard	\$ 20.00	\$ 2.22	\$ 22.22	\$ -	\$ 22.22
2nd occurrence - per yard	\$ 40.00	\$ 4.44	\$ 44.44	\$ -	\$ 44.44
Commercial Overage Charges					
Per yard overage any container	\$ 40.00	\$ 4.44	\$ 44.44	\$ -	\$ 44.44
Locking Bin Fee Monthly	\$ 30.00	\$ 3.33	\$ 33.33	\$ -	\$ 33.33
Push Pull Charge	\$ 35.00	\$ 3.89	\$ 38.89	\$ -	\$ 38.89
Special Enclosure Access	\$ 20.00	\$ 2.22	\$ 22.22	\$ -	\$ 22.22
PORTABLE RESTROOMS					
Single Unit Restroom per month (1 x week)	\$ 95.00	\$ 10.56	\$ 105.56	\$ -	\$ 105.56
Delivery & Set up	\$ 50.00	\$ 5.56	\$ 55.56	\$ -	\$ 55.56
Special Event (3 day)	\$ 125.00	\$ 13.89	\$ 138.89	\$ -	\$ 138.89

4.5: COLLECTION EQUIPMENT

Collection Containers

MVD has longstanding relationships with multiple vendors including, Toter, Sierra, McLaughlin and Wastequip. We will use the vendor that provides the best value and reliability to the City of Selma. Containers will be available in all required sizes as specified in the RFP. We also have over 300 plastic FEL bins for food waste and mixed organics collection already in service.

All carts come with at minimum a 10-year warranty. MVD has a local maintenance yard for replacing and refurbishing any carts or bins that may become damaged. Our commitment is to respond to customer requests within 48 hours.

MVD's approach is to provide all the necessary customer information either stamped into the cart or using industrial strength stickers on bins. This includes:



► **SB1383 COMPLIANT LABELS**

GREY BIN FOR TRASH

BLUE BIN FOR RECYCLABLES

GREEN BIN FOR ORGANIC WASTES

Collection Vehicles

Upon contract award, we will place orders for new CNG powered FEL, ASL, and Roll off collection vehicles. As the largest waste hauler in the Valley, MVD has a sustained fleet replacement plan to ensure collection vehicles are retired and replaced consistently. This enables us to ensure the City of Selma collection vehicles will be a 2017 model year or newer by allocating orders for trucks already in place. Our current specification is for Peterbilt chassis with AMREP bodies. Unit specific data and brochures are provided in this section. Further information regarding reporting capabilities and safety equipment is outlined in Section 6.



CART FEATURES

Rugged Rim® adds rigidity and reinforced material in critical wear areas, extending the life of the cart.

Ideal handle height and best-in-class ergonomics provide easier maneuverability.



Textured surface resists scuffs and scratches and hides unsightly dirt.

5/8" axle provides over 2,000 lbs. of bending strength. Molded-in axle journal provides 6x more support than drilled holes.

Factory-installed 360° rotating steel stop bar is compatible with semi-automated garbage collection trucks.

Rugged wheels make maneuvering a breeze – even when completely full.

Advanced Rotational Molding™ creates a stronger cart that is built for toughness and maximum resistance.



- Unique industry-leading aerodynamic design prevents cart from falling down when lid is flipped back
- Toter carts meet ANSI standard Z245.30 for safety and Z245.60 for lifter compatibility
- Multi-lingual user safety instructions molded on top and underside of lid
- Bottom wear strip provides added abrasion protection

OPTIONS

- One-color hot stamps and raised imprint on lid
- Large, four-color in-mold label on lid
- Cart identification barcode
- UHF RFID tag mounted inside handle
- Large area on the side for custom graphics including one-color hot stamps, raised imprints or four-color in-mold labels





SIERRA SERIES

Rollout Carts

The Sierra Line of Rollout Carts

has been designed by industry experts to improve overall functionality and long term durability to support all types of waste, recycling and organics collection programs.

- Our injection process uses high density polyethylene (HDPE) that yields precise design features and strength in critical wear areas
- UV stabilized against the long-term effects of the sun
- Manufactured with **prime resin**
- Designed for easy assembly and requires no bolts or holes that could potentially leak
- Ergonomically designed to be user friendly while maximizing wind stability



SPECIFICATIONS

Dimension	95 Gallon	65 Gallon	Certifications / Warranty
Length (Depth)	33.5"	27.75"	<ul style="list-style-type: none"> ✓ 10-year warranty on both 95 & 65 Gallon Models ✓ 20-year life expectancy, designed for the most rigorous environments ✓ Meets all American National Standards Institute (ANSI) requirements for safety and lifter compatibility (ANSI Z245.30 & Z245.60) ✓ 100% Recyclable
Width	28.00"	25.00"	
Height w/ Lid	44.25"	41.75"	
Height w/out Lid	41.00"	38.5"	
Wheel Diameter	10" Diameter	10" Diameter	
Axle	3/4" Diameter	3/4" Diameter	
Load Rating	332.50 lbs.	227.50 lbs.	
Assembled Weight	35.00 lbs.	30.00 lbs.	
Units Per Stack	12/13	12	
TL Quantity (53')	648/702 *	816 *	
Assembly Required	Snap On Wheels & Axles Only		





Toter®

NEW TOTER FR SERIES

- Steel rod reinforcement and ribbed bottom wear chimes for enhanced durability
- Double-walled lift pockets to distribute weight for maximum pocket strength
- Integrated bumpers to protect the container for long life



Replaceable, double-walled lift pockets for easy maintenance



Optional comfort & grip handles for easy maneuverability



Replaceable double-walled bumpers for long-lasting durability

Part	Description	Size (L x D x H)	Load Rating	Weight	Unassembled		Assembled	
					Containers Per Stack	53' t/l Quantity	Containers Per Stack	53' t/l Quantity
FR010	1-cubic-yard FEL*	82.3" x 38.0" x 38.8"	750 lbs/340.91 kg	192 lbs.	6	96	4	60
FR020	2-cubic-yard FEL*	82.3" x 43.1" x 52.8"	1000 lbs/454.55 kg	231 lbs.	5	80	3	45
FR030	3-cubic-yard FEL*	82.3" x 51.1" x 61.9"	1,500 lbs/681.8 kg	280 lbs.	4	64	2	24
FR040	4-cubic-yard FEL	82.3" x 60.5" x 67.4"	2,000 lbs/909.1 kg	315 lbs.	3	30	2	20

*Dimensions include casters.

Part	Post-Mold Graphic	Drain Plug	Lock Bar (Manual or Automatic)	No Casters	6" Standard Casters (2 Swivel, 2 Rigid)	6" Standard Casters (All Swivel)	6" HD Casters (2 Swivel, 2 Rigid or All Swivel)	8" Standard Casters (All Swivel)	Caster Mounting Pads Only	Bumpers
FR010	●	●	●	●	S	●	●	●	●	S
FR020	●	●	●	●	S	●	●	●	●	S
FR030	●	●	●	●	S	●	●	●	●	S
FR040	●	●	●	S	●	●	●	●	●	S

S = standard ● = optional



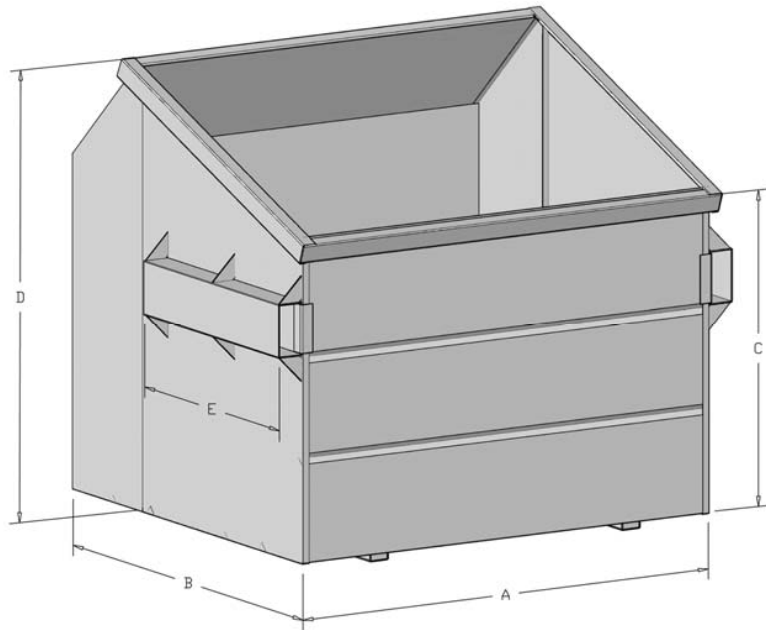
CONFAB
A California waste container company



Humpback Container

Dimensions and Drawing

PRODUCT #	SIZE	A	B	C	D	E
11520	4 YD	72"	54"	42"	55"	41.5"
9112	5 YD	72"	66"	42"	57"	41.5"
9108	6 YD	72"	66"	50"	69"	41.5"
10073	7 YD	72"	72"	55"	73"	50.5"
9107	8 YD	72"	72"	56"	89"	50.5"



14620 Arminta Street
Van Nuys, CA 91402

800.635.8335

con-fab.com



CONFAB
A California waste container company



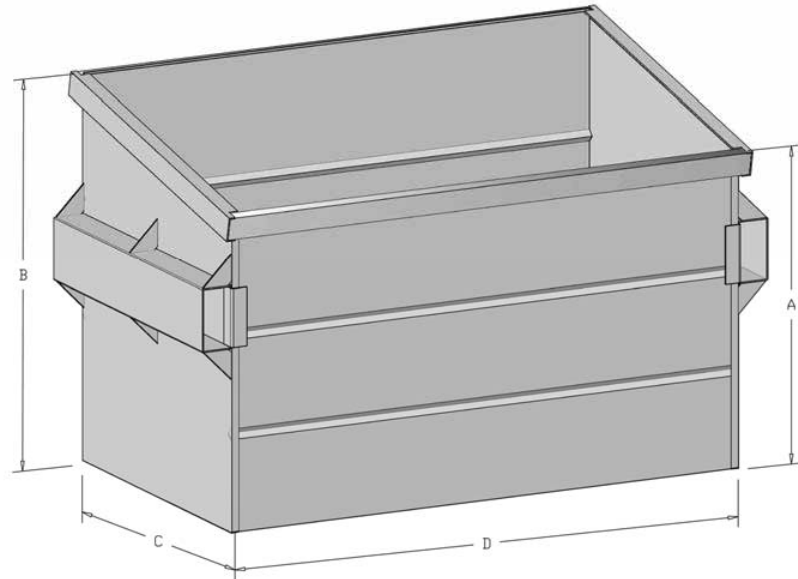
Pitch Top Front Load Container

Dimensions and Drawing

PRODUCT #	SIZE	FRONT HEIGHT	BACK HEIGHT	WIDTH	LENGTH
		A*	B*	C	D**
9001	1.5 YD	29.5"	34.5"	29.5"	72"
9002	2 YD	34.5"	41.5"	34.5"	72"
9005	3 YD	41.5"	50.5"	41.5"	72"
9007	4 YD	46"	57"	50.5"	72"

* Casters add 8" to height

** End loader = 80"



14620 Arminta Street
Van Nuys, CA 91402

800.635.8335

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FRONT LOAD CONTAINERS



**-Pitch Top
-Flat Top
-Humpback**

Standard Features -

- *14 Gauge - Container
- *12 Gauge - Banding
- *10 Gauge Fork Pockets
- *10 Gauge Gussets & Caster Plates
- *7 Gauge Bumper Pads
- *Plastic Lids - Single Wall PRT
- *6" MOR Casters or Channel Skids (Humpbacks)
- *Lid Holders, Optional
- *Prime Steel
- *12 Gauge - Bottoms
- *Lap-Formed Seams - 16" Inseam Weld
- *1 1/2" Drain Plug - Bottom-Right-Center
- *Rust Inhibitive Primer - In & Out, OR, Underseal Inside
- *Finish Coat-Industrial Enamel
- ****2 Year Warranty****



Options -

LIDS - Double Wall Plastic - Metal - Bear Resistant - Recycling
 LID LOCKS/LID SAVERS - Manual or Automatic
 CASTERS - Polyurethane - Polyolefin - Pneumatic - Steel - MOR
 CASTER PLATES - Heavier - U-Shape - Wrap Around - Quick Release
 RECYCLING - Dividers or Baffles
 HEAVIER GAUGE - Bottoms or Entire Container
 ID WELD/STENCIL - Serial #'s - Names - Capacities - Tare/Net Wt's
 FORK POCKETS - Entry Gussets - Channel Straps - Channel Covers
 Handles - Lifteyes
 PAINT AND PRIMER - Various Options Available



**11900 E. Locke Rd.
 Lockeford, Ca. 95237
 Office: (209) 367-8810
 Fax: (209) 367-8629
 www.mwecans.com**

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Standard Rectangular Roll-Off Container



STRONG, RUGGED, RELIABLE

Standard Specifications

- Horizontal "V" ribs on 12" centerlines.
- 3" X 3" (10 GA) structural tubing top headers and floor sills (no water traps).
- "Dog House" style hook-up with heavy duty snatch hook.
- 4" X 6" Nose rollers with grease fittings and 1 1/2" axles.
- 6" Structural channel gusseted main rails.
- 12 GA double doors with 1" lock bars and door header (1' taller than sides).
- Safety chain with hooks for holding doors open.
- 2" X 3" Structural tubing door hinge posts.
- 3" Structural channel floor members with 24" centerlines.
- Formed side posts with 24" centerlines.
- Tarp hooks between every other post (12" above floor).
- Formed ladder with gussets for added strength. OSHA compliant.
- Mitered corners to protect tarps.
- Gusseted front corners for strength.
- 10" X 8" Stationary steel wheels with grease fittings. Stands also available.
- Roll-off interior and exterior coated with rust inhibitive alkyd primer.
- Roll-off exterior painted your choice of standard color with alkyd enamel paint. Some colors may be extra.
- Bottom coated with automotive underseal.

8613 Mulberry Avenue
Fontana, CA 92335

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Rectangular Roll-Off



Standard Features:

- 14 Ga Front and Sides
- 12 Ga Floor
- 12 Ga Formed Posts (24" Center)
- 12 Ga Camlock or T-Lock Doors
- 8" x 8" Bogey Wheels Front and Rear
- 6" Main Channel Rails or 5" I-Beam
- 3" Channel Cross Members (24" Center)
- 3" x 3" Tubing Header & Floor Sill (with Drainage)
- Mitered Corners with Corner Brace to Protect Tarps
- Manufactured using Prime Steel
- Rust Inhibitive Primer (In & Out) and Underseal (Bottom)
- Industrial Enamel Finish Coat

Heavy Duty Features:

- 12 Ga Front and Sides
- 12 Ga Formed Posts (16" Center)
- 10 Ga Floor
- 3" Channel Cross Members (16" Center)
- 3" x 3" x .188" Tubing Header

Additional Options Upon Request:

- One Piece or Water Tight Door
- Rolling, Flip, or Recycling Roof
- Custom Wheels or Stands
- All Types of Hook-Ups Available
- Tarp Rails, Push Plates, Lift Eyes, and Dividers
- Custom Paint & Primer
- ID Weld or Stencil



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