

A-24-316

CONTRACT FOR THE COLLECTION, RECYCLING AND  
DISPOSAL OF SOLID WASTE FOR THE REFUSE SERVICE  
AREAS A, B, E OF THE COUNTY OF SAN JOAQUIN

BETWEEN THE COUNTY OF SAN JOAQUIN

AND

USA WASTE OF CALIFORNIA, INC. DBA CENTRAL VALLEY  
WASTE SERVICES

DATE: October 8, 2024

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## EXHIBITS

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

1       **Contract for the Collection, Recycling and Disposal of Solid Waste**  
2       **for the Refuse Service Areas A, B, E of the County of San Joaquin**  
3                               **between the**  
4                               **County of San Joaquin**  
5                               **and**  
6       **USA WASTE OF CALIFORNIA, INC.**

---

7       This Exclusive Franchise Agreement for Discarded Materials Management for Single-  
8       Family Generators (Agreement) is entered into this 8 day of October, 2024, by and  
9       between the County of San Joaquin , a political subdivision of the State of California  
10       (County), and USA WASTE OF CALIFORNIA, INC., a Delaware Corporation, doing  
11       business as CENTRAL VALLEY WASTE SERVICES, a Waste Management company  
12       (Contractor), for the Collection and subsequent Transfer, Transportation, Recycling,  
13       Processing, and/or Disposal of Discarded Materials and provision of other related  
14       services.

15                               **RECITALS**

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16       WHEREAS, the Legislature of the State of California, by enactment of the California  
17       Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code  
18       Section 40000, et seq.), has declared that it is in the public interest to authorize and  
19       require local agencies to make adequate provisions for Solid Waste handling within their  
20       jurisdictions; and,

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

34       WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators,  
35       haulers, Solid Waste facilities, and other entities to support achievement of State-wide  
36       Organic Waste Disposal reduction targets and,

37       WHEREAS, SB 1383 Regulations require County to implement Collection programs,  
38       meet Processing facility requirements, conduct contamination monitoring, provide

education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, County has chosen to delegate some of its responsibilities to the Contractor, acting as the County's designee, through this Agreement; and,

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

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

WHEREAS, the County wishes to utilize the Contractor's services to offer Discarded Materials Collection services to Single-Family Generators in Refuse Service Areas A, B and E of the County; and,

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:

## **ARTICLE 1: DEFINITIONS**

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

### **AB 341**

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

### **AB 876**

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

**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.

**AB 939**

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

**AB 1594**

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

**AB 1826**

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

**Affiliate**

"Affiliate" means all businesses (including corporations, limited and general partnerships, and sole proprietorships) that are directly or indirectly related to Contractor by virtue of direct or indirect ownership interest or common management and shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business that has a direct or indirect ownership interest in Contractor, and/or a business that is also owned, controlled, or managed by any business or individual that 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; provided, however, that: (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater. Affiliate includes Subsidiaries.

**Agreement**

"Agreement" means this Exclusive Franchise Agreement for Solid Waste management between the County and Contractor for the Collection and subsequent Transfer,

115 Transportation, Processing, and/or Disposal, of Single-Family Solid Waste, including all  
116 exhibits and attachments, and any amendments thereto.

117 **Alternative Daily Cover (ADC)**

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

119 **Alternative Facility**

120 "Alternative Facility" means any Facility approved by County for use pursuant to Section  
121 6.1 or Exhibit B.

122 **Alternative Intermediate Cover (AIC)**

123 "Alternative Intermediate Cover" or "AIC" has the same meaning as in 27 CCR Section  
124 20700.

125 **Applicable Law**

126 "Applicable Law" means all Federal, State, County, and local laws, regulations, rules,  
127 orders, judgments, decrees, permits, licenses, approvals, or other requirement of any  
128 governmental agency having jurisdiction over the Collection, Transportation, Processing,  
129 and Disposal of Discarded Materials that are in force on the Effective Date and as may  
130 be enacted, issued, or amended during the Term of this Agreement. Applicable Law  
131 includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383 and  
132 corresponding regulations.

133 **Approved Facilities**

134 "Approved Facility(ies)" means any one of or any combination of the facilities listed in  
135 Exhibit B.

136 **Approved Disposal Facility**

137 "Approved Disposal Facility" means the Disposal Facility(ies) identified and further  
138 defined in Exhibit B.

139 **Approved Organic Waste Processing Facility**

140 "Approved Organic Waste Processing Facility" means the Organic Waste Processing  
141 Facility(ies) identified and further defined in Exhibit B.

142 **Approved Source Separated Recyclable Materials Processing Facility**

143 "Approved Source Separated Recyclable Materials Processing Facility" means the  
144 Recyclable Materials Processing Facility(ies) identified and further defined in Exhibit B.

145 **Approved Transfer Facility**

146 "Approved Transfer Facility" means the Transfer Facility(ies) identified and further defined  
147 in Exhibit B.

148 **Base Services**

149 "Base Services" means the SB 1383 compliant Solid Waste Collection Service Level  
150 subscribed to by a Single-Family dwelling. Base Services does not include extra services

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

153 **Back-Haul**

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

157 **Bin**

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

161 **Blue Container**

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

165 **Board**

166 "Board" means the Board of Supervisors of the County.

167 **Bulky Items**

168 "Bulky Items" means discarded furniture (including chairs, sofas, mattresses, carpet, and  
169 other similar items); appliances (including refrigerators, ranges, washers, dryers, water  
170 heaters, dishwashers, plumbing, small household appliances, and other similar items that  
171 do not weigh more than 50 pounds, commonly known as "white goods"); wood wastes  
172 (including wood waste, tree trunks, and large branches if no more than 6 inches in  
173 diameter, 4 feet in length, and 50 pounds in weight per bundle, scrap wood, in the  
174 aggregate not exceeding 2 cubic yard per Collection unless Contractor allows heavier or  
175 larger-sized items); clothing; and tires. Any Bulky Items containing chlorofluorocarbon  
176 (CFC) refrigerants shall be handled in accordance with Applicable Law. Bulky Items do  
177 not include car bodies or C&D, or any other items that cannot be handled by two (2)  
178 Persons.

179 **Business Day(s)**

180 "Business Days" mean days during which the County offices are open to do business with  
181 the public.

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

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

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

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

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

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

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

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

215 **Collector Route**  
216 "Collector Route" means the designated itinerary or sequence of stops for each segment  
217 of the County's Refuse Service Area, or as otherwise defined in 14 CCR Section  
218 18982(a)(31.5).

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

223 **Commercial Business (Commercial)**  
224 "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-  
225 stock company, corporation, or association, whether for-profit or nonprofit, strip mall,

226 industrial facility, Multi-Family Premises, or as otherwise defined in 14 CCR Section  
227 18982(a)(6).

228 **Community Composting**

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

234 **Compostable Plastics**

235 "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the  
236 ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section  
237 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

238 **Compost**

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

244 **Contractor**

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

248 **Construction and Demolition Debris (C&D)**

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

252 **Container(s)**

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

257 **Contamination Processing Fee**

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



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

266 **County Contract Manager**  
267 County Contract Manager means the Director or their designee.

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

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

277 **Director**  
278 "Director" means the Director of the Department of Public Works of the County or a duly  
279 authorized representative.

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

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

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

301 **Edible Food**

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

308 **Effective Date**

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

311 **Environmental Laws**

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

325 **Excluded Waste**

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

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

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

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

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

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

366 **Force Majeure**  
367 "Force Majeure" means an event or circumstance beyond the control of either party that  
368 typically excuses one or both parties from performance of the contract in some way  
369 following the occurrence of such events.

370  
371 **Franchise Fee**  
372 "Franchise Fee" means the fee paid by Contractor to the County as described in Section  
373 9.1

374 **Generator**  
375 "Generator" means any Person whose act first causes Discarded Materials to become  
376 subject to regulation under federal, State, or local regulations.

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

380 **Gray Container Waste**  
381 "Gray Container Waste" means Solid Waste that is collected in a Gray Container that is  
382 part of a three-Container Organic Waste Collection service that prohibits the placement  
383 of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and

384 (b) or as otherwise defined in 14 CCR Section 17402(a)(6.5). For the purposes of this  
385 Agreement, Gray Container Waste includes carpet and textiles.

386 **Green Container**

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

389 **Gross Receipts**

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

393 **Hazardous Substance**

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

411 **Hazardous Waste**

412 "Hazardous Waste" or "Hazardous Wastes" means any waste which meets the definitions  
413 set forth in 22 CCR Section 66261.3, et seq. and is required to be managed; or as  
414 otherwise defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous  
415 wood waste, which means wood that falls within the definition of "treated wood" or "treated  
416 wood waste" in 22 CCR Section 67386.4, or as otherwise defined in 14 CCR Section  
417 18982(a)(30.5).

418 **Incompatible Materials**

419 "Incompatible Material" or "Incompatibles" mean(s) human-made inert material, including,  
420 but not limited to, glass, metal, plastic, and also includes organic waste for which the  
421 receiving end-user, facility, operation, property, or activity is not designed, permitted, or  
422 authorized to perform Organic Waste recovery activities as defined in 14 CCR Section  
423 18983.1(b), or as otherwise defined by 14 CCR Section 17402(a)(7.5).

424 **Inerts**  
425 "Inerts" means materials such as concrete, soil, asphalt, and ceramics.

426 **Landfill**  
427 "Landfill" means a "Solid Waste Landfill" defined by Public Resources Code Section  
428 40195.1.

429 **Liquidated Damages**  
430 "Liquidated Damages" means the amounts due by Contractor for failure to meet specific  
431 quantifiable standards of performance as described in Section 12.7 and Exhibit C.

432 **Mandatory Service Area(s)**  
433 "Mandatory Service Area(s)" means any geographical area designated by Board order  
434 where residential refuse Collection services must be provided by the franchised collector  
435 to all Single-Family dwellings within the area. Single-Family Generators in a Mandatory  
436 Service Area must subscribe to the Collection service offered by the franchised collector  
437 in that area; no self-haul option identified under SB 1383 is available to these Generators.

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

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

449 **Multi-Family or Multi-Family Dwelling Unit**  
450 "Multi-Family" means of, from, or pertaining to residential Premises with five (5) or more  
451 dwelling units.

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

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

461 **Organic Waste**

462 "Organic Waste" means Solid Wastes containing material originated from living  
463 organisms and their metabolic waste products including, but not limited to, food, Yard  
464 Trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and  
465 Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14  
466 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section  
467 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

468 **Overage**

469 "Overage" means materials exceeding its Container's intended capacity such that the lid  
470 is lifted (or would be lifted if lowered) or materials placed on top of, or in the immediate  
471 vicinity of, a Container, in bags, or otherwise.

472

473 **Paper Products**

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

477 **Parent Company**

478 "Parent Company" means a company that has a controlling interest in another company,  
479 enabling the Parent Company to control management and operations of the Affiliate or  
480 Subsidiary company.

481 **Party or Parties**

482 "Party" or "Parties" refers to the County and Contractor, individually or together.

483 **Person**

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

489 **Premises**

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

492 **Printing and Writing Papers**

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

498 **Process, Processed, or Processing**

499 "Processing" means the controlled separation, recovery, volume reduction, conversion,  
500 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).

**Prohibited Container Contaminants**

"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 County's Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the County's Green Container; (iii) Discarded Materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or SSGCOW to be placed in County's Green Container and/or Blue Container; and (iv) Excluded Waste placed in any Container.

**Property Owner**

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

**Public Resources Code (PRC)**

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

**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).

**Rate**

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

**Rate Period**

"Rate Period" means a twelve (12) month period, commencing January 1 and concluding December 31.

**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. 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.

539 **Refuse Service Area**  
540 "Refuse Service Area" means refuse service areas A, B and E as defined by the County  
541 Department of Public Works, and as shown in Exhibit E.

542 **Renewable Natural Gas (RNG)**  
543 "Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been  
544 diverted from a Landfill and Processed at an in-vessel digestion facility that is permitted  
545 or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in  
546 14 CCR Section 18982(a)(62).

547 **Residual (or Residue)**  
548 "Residual" or "Residue" means the Solid Waste destined for Disposal, further  
549 transfer/processing as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section  
550 17402(a)(31), or transformation which remains after Processing has taken place and is  
551 calculated in percent as the weight of Residual divided by the total incoming weight of  
552 materials.

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

558 **Reuse**  
559 "Reuse" or any variation thereof, means the use, in the same, or similar, form as it was  
560 produced, of a material which might otherwise be discarded, or as otherwise defined in  
561 14 CCR Section 17402.5(b)(2).

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

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

571 **SB 1383**  
572 "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19,  
573 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and  
574 Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of  
575 Division 30 of the Public Resources Code, establishing methane emissions reduction  
576 targets in a statewide effort to reduce emissions of short-lived climate pollutants as  
577 amended, supplemented, superseded, and replaced from time to time.



578 **SB 1383 Regulations**

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

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

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

587 **Service Level**

588 "Service Level" refers to the number and size of a Customer's Container(s) and the  
589 frequency of Collection service, as well as ancillary services such as lock/unlock service,  
590 Container push/pull service, etc.

591 **Single-Family or Single-Family Dwelling Unit**

592 "Single-Family" means any residential Premises with fewer than five (5) units. References  
593 to "Single-Family Dwelling Unit" refer to an individual residential unit of the Single-Family  
594 Premises.

595 **Solid Waste**

596 "Solid waste" means all putrescible and nonputrescible solid, semisolid and liquid  
597 wastes, including but not limited to Organic Waste, garbage, trash, refuse, paper,  
598 rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned  
599 vehicles and parts thereof, discarded home and industrial appliances, dewatered,  
600 treated or chemically fixed sewage sludge (biosolids), which is not hazardous waste,  
601 manure, vegetable or animal solid and semisolid wastes, and other discarded solid and  
602 semisolid wastes, with the exception that solid waste does not include any of the  
603 following wastes:

604

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

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

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

614 **Source Separated**

615 "Source Separated" means materials, including commingled Recyclable materials, that  
616 have been separated or kept separate from the Solid Waste stream, at the point of  
617 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 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 and other Solid Waste for the purposes of Collection and Processing.

**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.

**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.

**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.

**State**

"State" means the State of California.

**Subcontractor**

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

**Subsidiary**

"Subsidiary" means an Affiliate with fifty percent (50%) or more of its ownership controlled by Contractor.

**Term**

"Term" means the duration of this Agreement, including extension periods if granted, as provided for in Section 3.3.

656 **Ton**  
657 "Ton" or "Tonnage" or "Tons" means a unit of weight equal to 2,000 pounds (907.18474  
658 kg).

659 **Transfer**  
660 "Transfer" means the act of transferring Discarded Materials Collected by Contractor from  
661 Contractor's Collection vehicles into larger vehicles at a Transfer Facility for Transport to  
662 other Facilities for Processing or Disposing of such materials. Transfer allows for removal  
663 of materials excluded or prohibited from handling at the Transfer Facility (e.g., removal of  
664 Hazardous Waste).

665 **Transportation or Transport**  
666 "Transportation" or "Transport" means the act of conveying Collected materials from one  
667 location to another.

668 **Universal Waste (or U-Waste)**  
669 "Universal Waste" or "U-Waste" means all wastes defined by 22 CCR Subsections  
670 66273.1 through 66273.9. These include, but are not limited to, batteries, fluorescent light  
671 bulbs, mercury switches, and electronic waste.

672 **Work Days**  
673 "Work Days" or "Working Days" means days on which the Contractor is required to  
674 provide regularly scheduled Collection services under this Agreement.

675 **Yard Trimmings**  
676 "Yard Trimmings" means types of SSGCOW resulting from normal yard and landscaping  
677 installation, maintenance, or removal that the Generators Source Separate and set out in  
678 Green Containers for Collection for the purpose of Processing by the Contractor. The  
679 accepted types of Yard Trimmings and process for modifying the accepted types of Yard  
680 Trimmings are specified in Article 5. Yard Trimmings are a subset of SSGCOW.

681 **ARTICLE 2: REPRESENTATIONS AND**  
682 **WARRANTIES OF CONTRACTOR**

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683 **2.1 CORPORATE STATUS**

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

688 **2.2 CORPORATE AUTHORIZATION**

689 Contractor has the authority to enter into and perform its obligations under this  
690 Agreement. The board of directors of Contractor (or the owner/shareholders if necessary)  
691 have taken all actions required by law, its articles of incorporation, and its bylaws or



692 otherwise to authorize the execution of this Agreement. The Persons signing this  
693 Agreement on behalf of the Contractor have the authority to do so.

## 694 **ARTICLE 3: TERMS OF AGREEMENT**

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### 695 **3.1 GRANT AND ACCEPTANCE OF AGREEMENT**

696 County hereby grants to Contractor an exclusive right to engage in the business of  
697 Collecting, and subsequently Transporting, Transferring, Processing, and/or Disposing  
698 Discarded Materials (as appropriate for the material type pursuant to Exhibit B) from  
699 Single-Family Generators in Mandatory Service Areas and non-Mandatory Service Areas  
700 within County Refuse Service Areas A, B and E (subject to the provisions of Sections 3.2  
701 and 6.5), and to use the public streets and rights-of-way for such purpose subject to the  
702 limitations within this Agreement.

### 703 **3.2 LIMITATIONS OF SCOPE**

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

709 A. Discarded Materials from Commercial and Multi-Family Premises. A Person that  
710 Collects, Transfers, Transports, Processes and/or Disposes of Discarded Materials  
711 generated in or on a Commercial or Multi-Family Premises within the Refuse Service  
712 Area.

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

717 C. Agricultural Materials from Agricultural Operations. A Person from an agricultural  
718 operation that removes agricultural materials from an agricultural Premises and  
719 transports the material to another agricultural operation for a purpose other than  
720 Disposal.

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

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

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

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

731 G. Excluded Waste. A Person that removes and Transports Excluded Waste regardless  
732 of its source.

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

735 I. Edible Food. A Person, such as a Person from a food recovery organization or food  
736 recovery service that removes and Transports Edible Food for the purpose of  
737 distributing Edible Food for human consumption, or Edible Food Removed that is Self-  
738 Hauled to a food recovery organization or food recovery service for the purpose of  
739 Food Recovery.

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

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

753  
754 This grant to Contractor shall be interpreted to be consistent with State and federal laws  
755 and regulations, subject to the limitations within this Agreement, now and during the Term  
756 of the Agreement. The scope of this Agreement shall be limited by current and future  
757 State and federal laws and regulations with regard to handling of Discarded Materials,  
758 enactment of new laws or regulations or new court decisions which may limit the ability  
759 of County to lawfully regulate the scope of services as specifically set forth herein.  
760 Contractor agrees that the scope of the Agreement shall be limited to those services  
761 which may be lawfully provided.



762 **3.3 EFFECTIVE DATE, TERM, AND EXTENSION OF THIS**  
763 **AGREEMENT**

764 The Term of this Agreement shall commence January 1, 2025 (Commencement Date)  
765 and continue in full force for a period of seven (7) years, through and including December  
766 31, 2031, unless the Agreement is terminated in pursuant to Article 12.

767 **3.4 CONDITIONS TO EFFECTIVENESS OF AGREEMENT**

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

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

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

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

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

783 **ARTICLE 4: GENERAL AGREEMENTS**

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784 **4.1 COUNTY DESIGNATION OF FACILITIES**

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

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

793 B. **Other Approved Facilities.** Contractor agrees that the Director may, direct  
794 Contractor to deliver any or all Source Separated Recyclable Materials, SSGCOW,  
795 Gray Container Waste, and/or any other materials Collected under this Agreement  
796 within the County to any type of facility, as County may designate. If such a change



results in an inconsistency with Exhibit B, the change shall be considered a County-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 and/or SSGCOW shall be subject to the Director's authority to direct materials. County shall reserve the right to direct such Residue in any agreement with the operator of any Transfer Facility or Processing Facility where Contractor delivers Source Separated Recyclable Materials, SSGCOW, and/or Gray Container Waste. Notwithstanding the provisions of Section 4.4, Contractor agrees to Transport Discarded Materials to the facility(ies) designated by the Director, commencing no later than thirty (30) days from receipt of notice from the Director.

## **4.2 RESPONSIBILITY FOR MATERIALS**

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

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

## **4.3 SUBCONTRACTING**

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

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

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

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



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

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

## ARTICLE 5: COLLECTION SERVICES

### 5.1 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, or Gray Containers that include Prohibited Container Contaminants.

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

C. **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 County's sole discretion for law enforcement purposes, at no time shall the County 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 County has such rights. Refer to Section 6.1 for transfer of ownership of Discarded Materials from Contractor to Facility operator(s) of Approved Facilities.

## **5.2 THREE-CONTAINER SYSTEM**

A. **General.** No later than ninety (90) days from the Effective Date, Contractor shall provide a three-Container Collection program for the separate Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste as specified in this Section, using Containers that comply with the requirements of Section 7.5.

B. **Source Separated Recyclable Materials Collection.** 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 Exhibit A of this Agreement. Contractor shall Transport the Source Separated Recyclable Materials to (i) the Approved Source Separated Recyclable Materials Processing Facility, (Central Valley Waste MRF) or (ii) the Approved Transfer Facility for Transfer and Transport to the Approved Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program are defined in Exhibit G. 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 provided that in all cases SSGCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the County Contract Manager, 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 Section 7.5.

### **C. SSGCOW Collection.**

1. Contractor shall provide Green Containers to Customers for SSGCOW Collection, and shall provide SSGCOW Collection service, as described in Exhibit A of this Agreement. Contractor shall Transport the SSGCOW to (i) the Approved Organic Waste Processing Facility, (Central Valley Compost) or (ii) the Approved Transfer Facility for Transfer and Transport to an Approved Organic Waste Processing Facility, as specified in Section 6.1.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program are defined in Exhibit G. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent.



914 Contractor shall not add or remove materials to or from this list without written  
915 approval from the County Contract Manager, and such approval shall not be  
916 unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and  
917 Prohibited Container Contaminants shall not be Collected in the Green  
918 Containers. The Containers shall comply with the requirements of Section 7.5.

919 **D. Gray Container Waste Collection**

920 Contractor shall provide Gray Containers to Customers for Collection of Gray  
921 Container Waste, and shall provide Gray Container Waste Collection service, as  
922 described in Exhibit A of this Agreement. Contractor shall Transport the Gray  
923 Container Waste to the Approved Disposal Facility, as specified in Section 6.1.  
924 Contractor may allow carpets and textiles to be placed in the Gray Containers.  
925 Prohibited Container Contaminants shall not be Collected in the Gray Containers. The  
926 Containers shall comply with the requirements of Section 7.5.

927 **5.3 BULKY ITEMS AND REUSABLE MATERIALS COLLECTION**

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

932 **5.4 OTHER RESIDENTIAL COLLECTION SERVICES**

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

935 **ARTICLE 6: OTHER SERVICES**

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936 **6.1 TRANSFER, PROCESSING, AND DISPOSAL**

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

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

945 2. **Approved Organic Waste Processing Facility (Green Containers).** The  
946 Approved Organic Waste Processing Facility shall be a Facility that Processes  
947 SSGCOW to recover Source Separated Organic Waste.

948 3. **Guaranteed Capacity and Facility Standards.** The Facility Capacity Guarantor

949 of each Approved Facility (as identified in Exhibit B) shall guarantee Processing  
950 capacity at the respective Approved Facility(ies) to receive all Discarded  
951 Materials Collected by the Contractor throughout the Term of the Agreement, as  
952 specified by material type in Exhibit B, and shall comply with Facility standards  
953 specified in Exhibit B.

954 4. **Other Facility Provisions.** Exhibit B describes other Facility provisions  
955 including, but not limited to, use of Alternative Facilities, contamination  
956 monitoring of Discarded Materials received at the Approved Facilities,  
957 emergency conditions, and more.

958 5. **Transportation and Facility Costs.** Contractor shall pay all costs for the  
959 Transport, Transfer, and Processing of Discarded Materials Collected in  
960 accordance with this Agreement. Contractor's compensation for such services is  
961 included in the Rates charged to Customers.

962 6. **Subcontractor.** If the Contractor does not own or operate one or more of the  
963 Approved Facilities for which they are the designated Facility Capacity  
964 Guarantor, Contractor shall enter into a subcontract agreement with the owner  
965 or operator of such Approved Facility(ies) and the requirements of Section 6.1  
966 and Exhibit B shall pertain to the Subcontractor. In addition, Subcontractor  
967 requirements or obligations related to indemnification (Section 11.1) and  
968 insurance requirements (Section 11.2) shall apply, as well as any other  
969 Subcontractor requirements or obligations stated in other sections of this  
970 Agreement.

971 B. **Approved Disposal Facility.** Contractor shall Transport all Gray Container Waste  
972 Collected in accordance with this Agreement to the Approved Disposal Facility(ies) as  
973 specified in Exhibit B. Once Collected materials are deposited by Contractor at the  
974 Approved Disposal Facility(ies), ownership of such materials shall transfer from the  
975 Contractor to the County or other Facility operator. The Contractor is not responsible  
976 for providing Transfer, Processing, or Disposal services unless otherwise provided in  
977 Section 6.1 and Exhibit B.

978 C. **Transportation to Non-Approved Facilities Prohibited.** Contractor shall not  
979 Transport Discarded Materials to any Facility other than the Approved Facility  
980 designated for each material type in Table B-1 of Exhibit B. If Contractor Transports  
981 Discarded Materials to a Facility other than the Approved Facility(ies) as specified in  
982 Exhibit B, or an Alternative Facility, without prior County approval, Contractor's failure  
983 to comply may result in assessment of Liquidated Damages pursuant to Section 12.7  
984 and Exhibit C.

985 D. **Use of Alternative Facilities.** County may designate an Alternative Facility for  
986 Contractor's use for a temporary or ongoing period of time. In the event that such a  
987 change results in an inconsistency with Exhibit B, it shall be considered a County-

- 988 directed change in scope and handled in accordance with the provisions of Sections  
989 4.1 and 4.4.
- 990 E. **Disposal of Residue.** Contractor shall direct actual or calculated County Residue  
991 tonnages to the Approved Disposal Facility(ies). This requirement may be fulfilled  
992 through delivery of actual County Residue tonnage, calculated offset tons, or financial  
993 offsets paid to the County based upon the actual Residue tons at the current gate rate  
994 at the Approved Disposal Facility.
- 995 F. **Payment of Facility Tipping Fees.** Contractor shall pay all tipping fees, Residue  
996 surcharges, contamination Processing fees, and other costs charged by Facility  
997 operator(s) of Approved Facility(ies) for acceptance and Disposal of Gray Container  
998 Waste Collected in accordance with this Agreement. Contractor shall comply with the  
999 Disposal fee prepayment provisions of Section 9.3.
- 1000 G. **Cooperation with Facility Operator.**
- 1001 1. **Communications.** Within seven (7) days, if requested by County, the Contractor  
1002 shall meet with the County and Facility operator(s) of Approved Facility(ies) to  
1003 discuss issues related to the interaction of operations between Contractor and  
1004 Facility operator.
- 1005 2. **E-Mail Communications.** The Contractor's general manager shall have e-mail  
1006 capabilities to enable the Facility operator and the Contractor's general manager  
1007 to communicate via e-mail. Contractor's general manager shall respond to the  
1008 Facility operator's email correspondence within two (2) Business Days.
- 1009 3. **Coordination of Hours.** Contractor shall plan its Collector Routes to be  
1010 compatible with the Approved Facility receiving hours, and shall deliver Collected  
1011 materials to the Approved Facility(ies) during such receiving hours.
- 1012 4. **Compliance with Facility Rules.** Contractor shall cooperate with Facility  
1013 operator and comply with Facility operator's requirements including: (i) how and  
1014 where to unload Collection vehicles; (ii) respecting operations and construction  
1015 of new facilities; and, (iii) the Facility operator's Excluded Waste screening and  
1016 exclusion program. Contractor shall also comply with the waste evaluations and  
1017 contamination assessment procedures and schedule provided by the Facility  
1018 operator.
- 1019 H. **Vehicle Tare Weights for Approved Facility(ies).** Within thirty (30) Days prior to the  
1020 Commencement Date, Contractor shall coordinate with the Facility operator(s) to  
1021 ensure that all Collection vehicles used by Contractor to Transport Discarded  
1022 Materials to Approved Facilities are weighed to determine unloaded ("tare") weights.  
1023 Contractor shall work with Facility operator(s) to electronically record the tare weight,  
1024 identify vehicle as Contractor's, and provide a distinct vehicle identification number for  
1025 each vehicle. Contractor shall provide County with a report listing the vehicle tare  
1026 weight information upon request. Contractor shall promptly coordinate with Facility



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

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

## **6.2 CONTAINER MONITORING**

### **6.2.1 Container Monitoring Procedures**

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

#### **B. Container Inspection Methods.**

Visual Inspection via Remote Monitoring.

- a. Contractor shall install camera equipment on collection vehicles and use a cloud-based software that will enable Contractor to monitor and examine the contents of Single-Family Containers using digital photographic images. The digital images shall be maintained and accessible for examination through the Contractor's cloud-based software platform. Contractor will perform remote monitoring for purposes of SB 1383 route reviews, contamination/Prohibited Container Contaminants monitoring, and overage monitoring.

- b. Upon finding Prohibited Container Contaminants or Overages in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 6.2.1.C, as applicable.

#### **C. Actions upon Identification of Prohibited Container Contaminants or Overages.**

1. **Record Keeping.** The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants or Overage in a written log, in the on-board computer system, or other County-approved record keeping 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

1065 Customer's account record to note the event, if the documentation if the on-board  
1066 computer system did not automatically update the Customer's account record.

1067 2. **Identification of Excluded Waste.** If Contractor's personnel observe Excluded  
1068 Waste in an uncollected Container, the Contractor's personnel shall issue a non-  
1069 Collection notice for this Container in accordance with Section 6.2.1.C.5 and  
1070 shall not Collect the Discarded Materials that contain Excluded Waste.  
1071 Contractor's personnel shall record that observation in accordance with Section  
1072 6.2.1.C.1 and immediately inform their route supervisor. Contractor shall follow  
1073 protocols specified in Sections 6.2.1.C.5 and 6.2.1.C.6. The route supervisor  
1074 shall investigate and initiate applicable action within one (1) Business Day or  
1075 sooner if the Hazardous Waste may cause immediate danger.

1076 3. **Courtesy Pick-Up Notices.** Upon identification of Prohibited Container  
1077 Contaminants in a Customer's Blue or Green Container or Overages in a  
1078 Customer's Blue, Green, or Gray Container, Contractor shall provide the  
1079 Customer a courtesy pick-up notice. The courtesy pick-up notification shall: (i)  
1080 inform the Customer of the observed presence of Prohibited Container  
1081 Contaminants or Overage; (ii) include the date and time the Prohibited Container  
1082 Contaminants or Overages were observed; (iii) include information on the  
1083 Customer's requirement to properly separate materials into the appropriate  
1084 Containers, and the accepted and prohibited materials for Collection in the Blue  
1085 Container, Green Container, and/or Gray Container; (iv) inform the Customer of  
1086 the courtesy pick-up of the contaminated materials or Container with Overage on  
1087 this occasion with information that further instances (See guidance in subsection  
1088 C.4 below) may subject the Customer to contamination Processing fees or the  
1089 issuance of a non-Collection notice; and, (v) shall include photographic evidence.  
1090 Contractor shall attach the courtesy pick-up notice to the Generators'  
1091 contaminated or Overage Containers or by other communication within fourteen  
1092 (14) days after determining that a violation has occurred.

1093 Contractor shall Collect the contaminated Source Separated Recyclable  
1094 Materials or SSGCOW and Transport the material to the appropriate Approved  
1095 Facility for Processing; or, Contractor may Collect the contaminated materials  
1096 with Gray Container Waste and Transport the contaminated materials to the  
1097 appropriate Approved Facility for Disposal or Processing.

1098 4. **Notice of Contamination Processing Fees.** If the Contractor observes  
1099 Prohibited Container Contaminants in a Generator's Container on more than  
1100 three (3) consecutive occasions and properly issues courtesy pick-up notices on  
1101 each of those occasions, or otherwise observes Prohibited Container  
1102 Contaminants in a Generator's Container on six (6) total occasions in any twelve  
1103 (12) month period, the Contractor may impose a contamination Processing fee  
1104 of 25% of service level provided (which will be adjusted annually pursuant to  
1105 Article 10). Contractor shall notify the County in its monthly report of Customers  
1106 for which contamination Processing fees were charged. Contractor shall leave a

1107 contamination Processing fee notice attached to or adhered to the Generators'  
1108 contaminated Containers or by other communication within fourteen (14) days  
1109 after determining that a violation has occurred. The contamination Processing  
1110 fee notice shall describe the specific material(s) of issue, explain how to correct  
1111 future set outs, and indicate that the Customer will be charged a contamination  
1112 Processing fee on its next bill. The format of the contamination Processing fee  
1113 notice shall be approved by the County Contract Manager.

1114 Contractor shall Collect the contaminated Source Separated Recyclable  
1115 Materials or SSGCOW and Transport the material to the appropriate Approved  
1116 Facility for Processing.

1117 5. **Non-Collection Notices.** Upon identification of Prohibited Container  
1118 Contaminants or Overage in a Container in excess of standards agreed upon by  
1119 the Parties or Excluded Waste, Contractor shall provide a non-Collection notice  
1120 to the Generator. The non-Collection notice shall, at a minimum: (i) inform the  
1121 Customer of the reason(s) for non-Collection; (ii) include the date and time the  
1122 notice was left or issued; (iii) describe the premium charge to Customer for  
1123 Contractor to return and Collect the Container after Customer removes the  
1124 Contamination or Overage; and, (iv) provide a warning statement that a  
1125 contamination Processing fee or increased Service Level may be assessed if  
1126 Prohibited Container Contaminants or Overages are observed on more than  
1127 three (3) consecutive occasions. The non-Collection notice shall include  
1128 photographic evidence of the violation(s).

1129 The Contractor's notice of non-Collection may be left attached to or adhered to  
1130 the Generator's Container, or at the Premises' door or gate at the time the  
1131 violation occurs, or subject to County's approval, may be delivered by mail, e-  
1132 mail, text message, or other electronic message.

1133 Contractor shall submit a sample of its non-Collection notice to the County  
1134 Contract Manager for approval prior to implementing use of it with Customers.

1135 6. **Communications with Customer.** Whenever a Container at the Premises of a  
1136 Customer is not Collected, Contractor shall contact the Customer on the  
1137 scheduled Collection day or within twenty four (24) hours of the scheduled  
1138 Collection day by telephone, email, text message, or other verbal or electronic  
1139 message to explain why the Container was not Collected. Whenever a Container  
1140 is not Collected because of Prohibited Container Contaminants or Overage, a  
1141 Customer service representative shall contact the Customer to discuss, and  
1142 encourage the Customer to adopt proper Discarded Materials preparation and  
1143 separation procedures.

1144 7. **Contractor Return for Collection.** Upon request from Customer, Contractor  
1145 shall Collect Containers that received non-Collection notices within one (1)  
1146 Working Day of Customer's request if the request is made at least two (2)  
1147 Working Days prior to the regularly scheduled Collection Day. Contractor shall

1148 bill Customer for the extra Collection service event ("extra pick-up") at the  
1149 applicable County-approved Rates only if Contractor notifies Customer of the  
1150 premium Rate for this service at the time the request is made by Customer.

1151 8. **Chronic Overage or Contamination of Materials.** In the event that, in the  
1152 Contractor's discretion, a Generator repeatedly and frequently places Prohibited  
1153 Container Contaminants in any Container, overloads any Container, or otherwise  
1154 abuses the services described in this Agreement, Contractor shall notify the  
1155 County. If such Generator is located within a Mandatory Service Area, the County  
1156 reserves the right to require the Generator to subscribe to an increased Service  
1157 Level. If the Generator is located outside of a Mandatory Service Area, County  
1158 may authorize the Contractor to stop service to that Generator. Contractor may,  
1159 in Contractor's discretion, require payment of one billing cycle's service in  
1160 advance of providing service to any Customer whose service has been  
1161 previously discontinued due to chronic contamination or Overage. Contractor  
1162 shall not require Service Level changes or stop service to any Generator in  
1163 accordance with this Section without the prior written approval of the County.

1164 D. **Disposal of Contaminated Materials.** If the Contractor observes Prohibited  
1165 Container Contaminants in a Generator's Container(s), Contractor may Dispose of the  
1166 Container's contents, provided Contractor complies with the noticing requirements in  
1167 Section 6.2.1.C.5 above.

## 1168 6.2.2 Contamination Monitoring

### 1169 A. Collector Route Review Contamination Monitoring by Contractor

#### 1170 1. Methodology and Frequency

1171 Contractor shall, at its sole expense, conduct Collector Route reviews for  
1172 Prohibited Container Contaminants in Collection Containers in a manner that is  
1173 deemed safe by the Contractor; is approved by the County; and, is conducted in  
1174 a manner that results in all Collector Routes being reviewed annually or more  
1175 frequently.

1176 Contractor shall develop a Collector Route review methodology to accomplish  
1177 the above Container inspection requirements and such methodology shall  
1178 comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall  
1179 submit its proposed Collector Route review methodology for the coming year to  
1180 the County no later than January 15 of each year describing its proposed  
1181 methodology for the calendar year and schedule for performance of each  
1182 Collector Route's annual review. County will review and approve the proposed  
1183 methodology. Contractor may commence with the proposed methodology upon  
1184 approval.

1185 If the County and/or CalRecycle notifies the Contractor that the methodology is  
1186 inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor



1187 shall, at its sole expense, revise the methodology and, after obtaining County or  
1188 CalRecycle approval, conduct additional Collector Route reviews, increased  
1189 Container inspections, or implement other changes using the revised procedure.  
1190 If the Contractor's proposed methodology meets the requirements of 14 CCR  
1191 Section 18984.5(b), but has been deemed inadequate by the County, the  
1192 Contractor shall, at the expense of the County, revise the methodology and  
1193 implement the necessary changes using the revised procedure.

1194 The County's Contract Manager may request, and Contractor shall accept,  
1195 modifications to the schedule to permit observation of the Collector Route  
1196 reviews by the County. In addition, Contractor shall provide an email notice to  
1197 the County's Contract Manager no less than ten (10) Working Days prior to each  
1198 scheduled Collector Route review that includes the specific time(s), which shall  
1199 be within the County's normal business hours, and location(s).

1200 **2. Noticing of Generators with Contamination, Non-Collection, and Disposal**  
1201 **of Materials.**

1202 Upon finding Prohibited Container Contaminants in a Container, Contractor shall  
1203 follow the contamination noticing procedures and contaminated Container  
1204 handling protocols set forth in Sections 6.2.1.C.

1205 **3. Reporting Requirements.**

1206 Contractor shall maintain records and report to the County on contamination  
1207 monitoring activities and actions taken, in accordance with Exhibit D.

1208 **6.3 EDUCATION AND OUTREACH**

1209 **A. General.** In order to promote public education, Contractor shall create all public  
1210 education materials and conduct education programs and activities described in this  
1211 Section at its expense.

1212 **B. Program Objectives.** Contractor's public education and outreach strategy shall focus  
1213 on improving Generators' understanding of the benefits of and opportunities for source  
1214 reduction, Reuse, and Landfill Disposal reduction. In general, Contractor-provided  
1215 public education and outreach, which shall include all content required by this Section  
1216 6.3, should: (i) inform Generators about the services that are provided under this  
1217 Agreement with specific focus on describing the methods and benefits of source  
1218 reduction, Reuse, and reduction of Solid Waste Disposal; (ii) instruct Generators on  
1219 the proper method for placing materials in Containers for Collection and setting  
1220 Containers out for Collection with specific focus on minimizing contamination of  
1221 Source Separated Recyclable Materials and SSGCOW; (iii) clearly define Excluded  
1222 Waste and educate Generators about the hazards of such materials and their  
1223 opportunities for proper handling; (iv) discourage Generators from buying products if  
1224 the product and its packaging are not readily reusable, recyclable, or compostable; (v)  
1225 encourage the use of Compost; and, (vi) encourage Generators to purchase

1226 products/packaging made with Recycled-content materials. The cumulative intended  
1227 effect of these efforts is to reduce each Generator's reliance on Contractor-provided  
1228 Gray Container Waste service and, ultimately, Disposal, and Contractor agrees to  
1229 support and not undermine or interfere with such efforts

1230 **C. Contractor Cooperation and/or Support for County Educational Efforts.**

1231 Contractor acknowledges that they are part of a multi-party effort to operate and  
1232 educate the public about the integrated waste management system. Contractor shall  
1233 cooperate and coordinate with the County Contract Manager on public education  
1234 activities to minimize duplicative, inconsistent, or inappropriately timed education  
1235 campaigns.

1236 Contractor shall obtain approval from the County Contract Manager on all Contractor-  
1237 provided public education materials including, but not limited to: print, radio, television,  
1238 or internet media before publication, distribution, and/or release. County shall have  
1239 the right to request that Contractor include County identification and contact  
1240 information on public education materials and approval of such requests shall not be  
1241 unreasonably withheld. The County reserves the right to direct the Contractor to  
1242 modify the education and outreach program at any time.

1243 **D. Annual Education Plan.** Annually, Contractor shall develop and submit an annual  
1244 public education plan to promote the programs performed by Contractor under this  
1245 Agreement. The annual public education plan shall present the education activities for  
1246 the upcoming calendar year and shall be submitted with the Contractor's annual report  
1247 in accordance with Exhibit D. Each public education plan shall specify the target  
1248 audience for services provided, include upcoming promotions for ongoing and known  
1249 special events, identify program objectives, individual tasks, public education  
1250 materials to be developed or updated, opportunities for expanded partnerships, and a  
1251 timeline for implementation. The County Contract Manager shall be permitted to  
1252 provide input on each annual public education plan, and the plan shall not be finalized  
1253 or implemented without approval of the County Contract Manager. Each plan's  
1254 implementation success shall be measured according to the deadlines identified and  
1255 products developed. Contractor shall meet with the County Contract Manager to  
1256 present and discuss the plan. County Contract Manager shall be allowed up to thirty  
1257 (30) days after receipt to review and request modifications. The County Contract  
1258 Manager may request, and Contractor shall not unreasonably deny, modifications to  
1259 be completed prior to approving the plan. Contractor shall have up to fifteen (15)  
1260 Business Days to revise the plan in response to any requested changes by the County  
1261 Contract Manager. Any further delays may result in Liquidated Damages for failure to  
1262 perform education and outreach activities as identified in Exhibit C. Each Business  
1263 Day that the plan is late shall count as a single event/activity.

1264 **E. Education Requirements during Program Implementation/Roll-Out.**

1265 During the first six (6) months following the Effective Date of this Agreement,  
1266 Contractor shall conduct an education campaign focused on informing Customers of  
1267 the Collection programs described in Section 5.2, highlighting changes from prior



1268 Collection service programs. At a minimum, Contractor shall perform the activities  
1269 listed below and shall perform these services in a manner that complies with  
1270 requirements of this Section 6.3 and 14 CCR, Division 7, Chapter 12, Article 4.

1271 1. Prepare and distribute an initial mailer to all Customers explaining the changes  
1272 from the existing Collection programs to new programs, Collector Route  
1273 changes, dates of program implementation, Recycling and Landfill Disposal  
1274 reduction programs available, special services available, holiday Collection  
1275 schedules, proper handling and disposal of Household Hazardous Waste,  
1276 Contractor's contact information, and any additional education and outreach  
1277 information specified in 14 CCR, Division 7, Chapter 12, Article 4. The initial  
1278 mailer shall be printed and mailed or hand delivered to Customers, and shall also  
1279 be made available in an electronic format through the Contractor's website.  
1280 Contractor may provide a Customer with an electronic version of the initial mailer,  
1281 rather than a printed version, if specifically requested by the Customer.

1282 2. Prepare a "how-to" flyer describing how to prepare Source Separated Recyclable  
1283 Materials, SSGCOW, and Gray Container Waste for Collection and describe the  
1284 acceptable materials that can be included in the Blue and Green Containers, as  
1285 well as non-allowable materials. The flyer should emphasize any new types of  
1286 Source Separated Recyclable Materials to be included in Blue Containers and  
1287 the new SSGCOW Collection program. The flyers shall be printed and distributed  
1288 to each Customer, as well as made available in an electronic format through the  
1289 Contractor's website. Contractor may provide a Customer with an electronic  
1290 version of the flyer rather than a printed version, if specifically requested by the  
1291 Customer.

1292 3. Prepare and distribute public service announcements (PSA) for local  
1293 newspapers and/or other targeted media.

1294 4. All education material designed and/or distributed by the Contractor shall be  
1295 submitted to the County Contract Manager for approval prior to distribution or  
1296 posting on the Contractor's website.

1297 **F. Annual and/or Ongoing Education Requirements.**

1298 **1. Specific Annual Educational Activities**

1299 a. Annual Notice of Requirements. Not less than once per year during each  
1300 Rate Year, Contractor shall prepare and distribute to each Customer a  
1301 mailer that includes information specified in 14 CCR Section 18985.1(a).  
1302 Such mailer shall be distributed by Contractor to all Single-Family  
1303 Generators. Contractor shall also make this notice available in an  
1304 electronic format through the Contractor's website.

1305 b. Billing Inserts. Upon County request, and no more than twice per year,  
1306 Contractor agrees to insert and distribute brochures, newsletters, or other

1307 information developed by the County as inserts in Contractor's Customer  
1308 invoices at no additional charge to the County. Upon County request,  
1309 Contractor shall be responsible for printing the bill inserts. For Customers  
1310 receiving electronic bills, Contractor agrees to distribute brochures,  
1311 newsletters, or other information developed by the County as attachments  
1312 to Customer invoices at no additional charge to the County. Contractor  
1313 shall provide electronic bill inserts (or separate email attachments) to  
1314 Customers who are billed electronically, and paper bill inserts to  
1315 Customers who receive paper bills. Electronic bill inserts/attachments must  
1316 be readily available for the Customer to view upon receipt of the invoice  
1317 (attachments shall not be provided as links). Upon County request for such  
1318 inserts, Contractor shall comply with such request during its next billing  
1319 cycle for the targeted Customer group. Contractor shall perform this  
1320 service with no additional requirement for compensation. If the County shall  
1321 wish to do more than two inserts/distribution per year, it may require the  
1322 Contractor to do so but Contractor shall be entitled to reimbursement from  
1323 the County in such event.

1324 c. Minimum Website Requirements. Contractor shall develop and maintain a  
1325 website (with a unique URL specific to the County) that is specifically  
1326 dedicated to the County to provide Generators with detailed service  
1327 information. The website or webpage shall be accessible by the public, and  
1328 shall include all education and outreach materials being provided, without  
1329 requirement for login. Contractor shall update the website regularly so that  
1330 information provided is current.

1331 d. Instructional Service Guide. Contractor shall prepare a service guide that  
1332 describes available services, including how to place Containers for  
1333 Collection, which materials should be placed in each Container and  
1334 prohibited materials, and provides Collection holidays and a Customer  
1335 service phone number. The service guide shall be printed and delivered  
1336 with each set of Containers distributed to a Generator and shall be  
1337 delivered annually to all Generators. Upon County request, Contractor  
1338 shall, at its sole expense, revise, re-print, and redistribute service guides  
1339 once every three (3) years or at least ninety (90) days prior to a change in  
1340 the accepted or prohibited materials for any program. Contractor shall  
1341 make the service guide available in an electronic format through the  
1342 Contractor's website. Contractor may provide an electronic version of the  
1343 instructional service guide rather than a printed version, if requested by the  
1344 Customer.

1345 e. Provision of Educational Materials to Non-Compliant Entities. Contractor  
1346 shall provide educational materials to non-compliant entities under this  
1347 Agreement.

1348 G. **Minimum Content Requirements.** Contractor shall include the following education  
1349 and outreach content to Customers by incorporation of this content into the public  
1350 education materials described in Section 6.3.F.

1351 1. Information on the Generator's requirements to properly separate Source  
1352 Separated Recyclable Materials, SSGCOW, and Gray Container Waste and  
1353 place such materials in appropriate Containers pursuant to this Agreement, SB  
1354 1383 Regulations, and all other Applicable Law.

1355 2. Information on methods for the prevention of Source Separated Recyclable  
1356 Materials and SSGCOW generation; managing SSGCOW on Generator's  
1357 Premises through composting or other Landfill Disposal reduction activities  
1358 allowed under 14 CCR Sections 18983.1 and 18983.2; sending SSGCOW to  
1359 Community Composting operations; and any other local requirements regarding  
1360 Discarded Materials.

1361 3. Information regarding the methane reduction benefits of reducing the Disposal of  
1362 SSGCOW, and the method(s) that the Contractor uses to recover SSGCOW.

1363 4. Information regarding how to recover Source Separated Recyclable Materials,  
1364 SSBCOW, and SSGCOW.

1365 5. Information related to the public health and safety and environmental impacts  
1366 associated with the Disposal of SSGCOW and SSBCOW.

1367 6. Information regarding Self-Hauling requirements for Generators located outside  
1368 of Mandatory Service Areas.

1369 7. Any other federal, State, or local requirements to properly separate Discarded  
1370 Materials or other necessary actions by Generators, including applicable  
1371 requirements of the County Code, SB 1383 and corresponding regulations.

1372 H. **Material Distribution Methods**

1373 Contractor shall use the following methods to provide education information to  
1374 Customers. All materials are to be approved by the County prior to distribution.

1375 1. **Printed materials.** Contractor shall provide printed education materials as  
1376 described in Sections 6.3.E and 6.3.F. The Contractor shall be responsible for  
1377 the design, printing, and distribution of these materials. All Contractor-printed  
1378 public education materials shall, at a minimum, use recycled paper and/or be  
1379 made of recycled material. The Contractor will use 30% post-consumer paper if  
1380 available, if not the maximum post-consumer content available, and procure  
1381 printed materials from local businesses whenever possible.

1382 2. **Electronic materials and website content.** Contractor shall provide electronic  
1383 and website content for education and outreach materials, which may include,



1384 but are not limited to: digital graphics, digital versions of print materials, social  
1385 media posts, and blog posts. The Contractor shall be responsible for the design,  
1386 posting, and electronic distribution of these materials.

1387 **I. Non-English Language Requirements**

1388 The Contractor shall make all public education and outreach materials required by this  
1389 Section available in English and Spanish.

1390 Upon County request, Contractor shall provide materials in additional languages  
1391 beyond those specified in this Section in response to shifting demographics within the  
1392 County; updates to State requirements or Applicable Law; or, any other reason  
1393 deemed appropriate by the County.

1394 **J. Record Keeping and Reporting Requirements**

1395 Contractor shall comply with the public education and outreach record keeping and  
1396 reporting requirements of Exhibit D.

1397 **K. Personnel**

1398 A representative of the Contractor who is knowledgeable of County Service Areas A,  
1399 B and E, services provided under this Agreement, and Rates shall be available from  
1400 8 a.m. to 5 p.m. Monday through Friday to communicate with the public by telephone.  
1401 Contractor shall maintain a local or toll-free telephone number which it shall publicize.  
1402 Annually, and upon hiring of new staff, the Contractor is required to conduct thorough  
1403 training of all Customer service representatives who may respond to Generator calls  
1404 regarding Contractor's Collection services and SB 1383 Regulatory requirements.  
1405 Customer service representatives shall accurately communicate program  
1406 requirements and the accepted and prohibited materials for each material stream for  
1407 each Customer type. New Customer service representatives shall not be assigned to  
1408 the County prior to completing SB 1383 Regulations training. The County reserves the  
1409 right to require changes to the call routing process and the training and qualifications  
1410 for Customer service representatives assigned to the County if a pattern of inaccurate  
1411 information provision is observed. Customer service representatives will be located in  
1412 San Joaquin County.

1413 Annually, and upon hiring of new staff, Contractor shall conduct thorough training of  
1414 all Collector Route personnel that come into contact with Generators on the Collection  
1415 program requirements and the accepted and prohibited materials for each material  
1416 stream for each Customer type.

1417 **6.4 BILLING**

1418 **A. General Billing Requirements**

1419 1. **Contractor Responsible.** Contractor shall bill all Customers and be responsible  
1420 for collecting payment from Customers. Billing shall be performed on the basis

1421 of services rendered and this Agreement shall create no obligation on the part of  
1422 any Person on the sole basis of the Ownership of property. Individual contracts  
1423 between Contractor and a Customer for services provided under this Agreement  
1424 shall be prohibited unless otherwise approved in writing by the County Contract  
1425 Manager on a case-by-case basis. Notwithstanding the foregoing, the Franchise  
1426 Fee and the Management Fee shall be based only on Gross Receipts actually  
1427 collected by the Contactor and shall not reflect any delinquent accounts, bad  
1428 debts or other uncollected amounts.

1429 2. **Frequency.** Contractor shall bill all Single-Family Customers quarterly in  
1430 advance of services provided. Contractor shall bill Customers for any on-call  
1431 and/or non-recurring services no more frequently than monthly and shall only bill  
1432 for services provided during the previous billing period. Contractor shall remit  
1433 invoices to Customers no earlier than the twentieth (20th) day of the month  
1434 preceding the period for which service is being billed. Quarterly billing shall be  
1435 on the calendar quarter (January-March, April-June, July-September, and  
1436 October-December).

1437 3. **Bill Format.** Contractor shall bill Customers electronically using paperless  
1438 invoices; however, Contractor shall bill Customers who decline or are otherwise  
1439 unable to provide email contact information by standard mail, using standard  
1440 (paper) invoices. Contractor shall permit Customers the ability to pay their bills  
1441 through an electronic check or credit card and include the ability for Customer  
1442 billings to be automatically charged on a recurring basis. Contractor shall prepare  
1443 and mail bills and collect payments from Customers who decline to use such  
1444 internet-based billing system. Contractor shall make arrangements to allow such  
1445 Customers to pay bills by cash, check, electronic check, money order, and credit  
1446 card.

1447 4. **Bill Inserts.** Contractor shall include bill inserts in accordance with Section 6.3.

1448 5. **Records.** Contractor shall maintain copies of all billings and receipts, each in  
1449 chronological order, for the Term of this Agreement, for inspection and  
1450 verification by the County Contract Manager at any reasonable time, but in no  
1451 case more than thirty (30) calendar days after receiving a request to do so.

1452 6. **Non-Payment and Bad Debt.**

1453 (a) **Mandatory Service Areas.** Contractor shall continue to provide Collection  
1454 service to Single-Family Customers in Mandatory Service Areas in the  
1455 event of nonpayment. Contractor shall notify the Director of all Customers  
1456 in Mandatory Service Areas with payments for Base Services including  
1457 Contamination Fees allowed to be imposed related to contaminated Base  
1458 Services Containers but only as described and in strict accordance with  
1459 Section 6.2.1.C.4\_which are sixty (60) days or more past due. Once each  
1460 calendar year during the Term of this Agreement, County shall reimburse  
1461 Contractor, either by direct payment or by application of a credit against

1462 fees due County from Contractor pursuant to this Agreement, for the full  
1463 amount of delinquent Base Services payments from Customers in  
1464 Mandatory Service Areas. County shall have no obligation to reimburse  
1465 Contractor for delinquent charges of any type outside of Base Services from  
1466 Customers in Mandatory Service Areas. In the event such delinquent  
1467 Customer pays Contractor after notification to County but before  
1468 reimbursement by County, Contractor shall notify County of such payment,  
1469 and County shall deduct from any reimbursement due the amount of such  
1470 payment.

1471 (b) Non-Mandatory Service Areas. Contractor shall be responsible for  
1472 collection of payment from Customers with past due accounts ("bad debt")  
1473 outside of Mandatory Service Areas. Contractor may make reasonable  
1474 efforts to obtain payment from such delinquent accounts through issuance  
1475 of late payment notices, telephone requests for payments, and assistance  
1476 from collection agencies. Contractor may deny services to any Customer  
1477 who, after thirty (30) days from written demand therefore, has any amount  
1478 due to Contractor for services rendered prior to such demand. Contractor  
1479 may, in Contractor's discretion, require payment of one billing cycle's  
1480 service in advance of providing service to new Customers or to any  
1481 Customer whose service has been previously discontinued due to  
1482 nonpayment.

1483 B. **Rates.** Contractor shall bill Customers and collect Customer payments at Rates not  
1484 to exceed the County-approved maximum Rates.

1485 C. **Application of Contamination Surcharges.** In accordance with Section 6.2.1.C.4,  
1486 the Contractor shall assess contamination Processing fees on Customers with  
1487 repeated occurrences of excess Prohibited Container Contaminants. Any  
1488 contamination Processing fees to be assessed for a Customer shall be included and  
1489 itemized on the Customer's invoice for the billing period in which the Contractor  
1490 notified the Customer of the assessment of the contamination Processing fee.

1491 D. **Universal Enrollment Process.** County requires that Single-Family Generators in  
1492 Mandatory Service Areas are enrolled in Collection services pursuant to County Code  
1493 Section 5-2404. Single-Family Generators located in Service Areas A, B, and E, but  
1494 outside of Mandatory Service Areas who do not obtain a Generator waiver pursuant  
1495 to Section 6.5 must also enroll in Collection services with Contractor as provided in  
1496 this Agreement.

1497 Contractor shall assist the County in ensuring that the enrollment of Generators occurs  
1498 in a timely and efficient manner. At least two (2) times per year, Contractor shall  
1499 reconcile and confirm universal enrollment of Generators by comparing its Customer  
1500 list to parcel information and calculating the percentage of total Generators enrolled  
1501 in County's Collection program. As part of this analysis, Contractor shall provide the  
1502 County with a summary of any discrepancies found between the Customer list and  
1503 parcel information, including the names and addresses of all Generators that were



1504 found to be the subject of a discrepancy. In accordance with Exhibit D, Record  
1505 Keeping and Reporting, Contractor shall maintain records and provide reports on the  
1506 Generators' Service Level and list of non-enrolled Generators, and other information  
1507 necessary for the County to verify the universal enrollment of Generators.

## 1508 **6.5 GENERATOR WAIVERS**

1509 County may grant waivers to Generators that impact the scope of Contractor's provision  
1510 of service for those Customers (including, but not limited to Self-Haul waivers to  
1511 Generators outside of Mandatory Service Areas). Waivers issued shall be subject to  
1512 compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section  
1513 18984.11, County Code Sections 5-2980 or 5-2984 or other requirements specified by  
1514 the County.

1515 Upon Contractor request, no more than two (2) times per year, the County shall provide  
1516 Contractor an updated listing of waivers approved by the County, including the  
1517 Generators' names, mailing address, service address, and type of waiver.

## 1518 **6.6 INSPECTION AND ENFORCEMENT**

### 1519 **A. Annual Compliance Reviews**

1520 1. **General.** Contractor shall annually perform compliance reviews described in this  
1521 Section, unless otherwise noted.

1522 2. **Annual Collector Route Review.** Contractor shall conduct annual Hauler Route  
1523 reviews of Single-Family Generators for compliance with the County's Discarded  
1524 Materials Collection program and Container contamination monitoring. These  
1525 Collector Route reviews may be performed concurrently with the contamination  
1526 monitoring Collector Route reviews, provided that Contractor documents a  
1527 reasonable sampling of Generators for which compliance with the County's  
1528 Discarded Materials Collection program during the Collector Route review was  
1529 assessed.

### 1530 **B. Compliance Review Process**

1531 1. **Number of Reviews.** The Contractor shall conduct a sufficient number of  
1532 Collector Route reviews and inspections of Generators to adequately determine  
1533 the Generators' overall compliance with SB 1383 Regulations, and Sections 5-  
1534 2985 and 5-2986 of the County Code. County reserves the right to require  
1535 additional inspections, if the County determines that the amount of inspections  
1536 conducted by the Contractor is insufficient. County may require the Contractor to  
1537 prioritize inspections of entities that the County determines are more likely to be  
1538 out of compliance.

1539 2. **Non-Compliant Entities.** Contractor shall provide educational materials in  
1540 response to violations to the non-compliant Customers and Generators within  
1541 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 Collector 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 County in accordance with Exhibit D. The County 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, Collector Route review, and compliance review conducted, including the information described in Exhibit D.

## **6.7 SERVICE COMPLAINTS**

- A. **Documentation of Complaints.** 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 Section and Exhibit D. For complaints received in which the Person alleges that an entity is in violation of SB 1383 Regulations, Contractor shall notify the County and proceed in accordance with Section 6.7.B.

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

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

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



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## **ARTICLE 7: STANDARDS OF PERFORMANCE**

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### **7.1 GENERAL**

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Contractor shall at all times comply with Applicable Laws, hold all permits, licenses and/or other documents or approvals required for the lawful provision of service under this Agreement, and provide services in a manner that is safe to the public and the Contractor's employees. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with Discarded Materials management practices common to California.

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### **7.2 OPERATING HOURS AND SCHEDULES**

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

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

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### **7.3 COLLECTION STANDARDS**

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

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

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B. **Litter Abatement.** Contractor shall use due care to prevent spills or leaks of material placed for Collection, fuel, and fluids while providing services under this Agreement. If any materials are spilled or leaked during Collection and Transportation, the



1612 Contractor shall clean up all spills or leaks before leaving the site of the spill, unless  
1613 such spillage/leakage is the result of overloaded Containers.

1614 Contractor shall not transfer loads from one vehicle to another on any public street,  
1615 unless it is necessary to do so because of mechanical failure, hot load (combustion of  
1616 material in the truck), or accidental damage to a vehicle.

1617 Contractor shall cover all open Drop Boxes at the pickup location before Transporting  
1618 materials to the Approved Facility.

1619 C. **Noise.** All Collection operations shall be conducted as quietly as possible and shall  
1620 conform to applicable Federal, State, and County noise level regulations. The County  
1621 may conduct random checks of noise emission levels to ensure such compliance.

## 1622 **7.4 COLLECTION VEHICLE REQUIREMENTS**

1623 A. **General Requirements.** All vehicles used by the Contractor in providing Discarded  
1624 Materials services shall be registered with the California Department of Motor Vehicles  
1625 and shall meet or exceed all legal standards including, but not limited to, 14 CCR  
1626 Section 17341 et seq. Collector agrees to maintain all of its Collection vehicles in  
1627 compliance with the provisions of Applicable Law and regulations, including but not  
1628 limited to the California Vehicle Code and County Code. Collector's vehicle shall carry  
1629 a shovel, broom, and fire extinguisher and shall be equipped with an audible automatic  
1630 back up or other acceptable warning devices. The County and Contractor agree  
1631 that Contractor's obligations and/or scope of services under this Agreement exclude  
1632 any existing requirements regarding the future conversion of fleets, or any part thereof,  
1633 to Zero-emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future  
1634 acquisition, hiring or use of ZEVs or NZEVs under Applicable Law, including without  
1635 limitation Sections 2015 et seq. of Title 13 of the California Code of Regulations.  
1636 Should such existing Applicable Law apply to any Contractor's vehicles used in the  
1637 provision of services under this Agreement during the Term, then the County and  
1638 Contractor agree to meet and confer in good faith to amend this Agreement to  
1639 incorporate provisions and obligations reasonably necessary to comply with such  
1640 Applicable Law, and Contractor shall be entitled to a Service Rates adjustment in  
1641 accordance with Section 10.2 for such change in Contractor's obligations and/or  
1642 scope of services under this Agreement.

1643 B. **Vehicle Identification.** Contractor's name, local telephone number, and a unique  
1644 vehicle identification number designed by Contractor for each vehicle shall be painted  
1645 (in letters at least three (3) inches high) on each side of each vehicle.

### 1646 C. **Cleaning and Maintenance:**

1647 1. General. Contractor shall maintain all of its properties, facilities, and equipment  
1648 used in providing service under this Agreement in a safe, neat, clean, and operable  
1649 condition at all times. Each truck shall be designed so that Discarded Materials,  
1650 oil, or grease will not blow, fall, or leak out of the truck onto the street. All Discarded

- 1651 Materials shall be transported by means of vehicles equipped with leak -resistant  
1652 bodies fitted with close fitting covers.
- 1653 2. Cleaning. Vehicles used in the Collection of Discarded Materials shall be washed  
1654 on a regular basis so as to present a clean appearance and minimize odors.
- 1655 3. Storage. Contractor shall arrange to store all vehicles and other equipment in  
1656 location(s) in accordance with County's applicable zoning regulations, if stored  
1657 within the County. Collection vehicles when not in use must be parked in an off-  
1658 street location, except in an emergency situation.
- 1659 4. Covers. Vehicles shall be equipped with a mechanical cover or tarp, that is  
1660 adequate to cover and prevent Discarded Materials from blowing out of the vehicle.
- 1661 5. Operation. Vehicles shall be operated in compliance with the California Vehicle  
1662 Code, 14 CCR, Division 7, Chapter 3, Article 5 and all applicable safety and local  
1663 ordinances. Contractor shall not load vehicles in excess of the manufacturer's  
1664 recommendations or limitations imposed by State or local weight restrictions on  
1665 vehicles.
- 1666 6. Modifications. Upon approval of the Director, Collector may modify the equipment  
1667 standards under any of the following conditions.
- 1668 (a) Collection Routes or areas which are extremely difficult to serve with  
1669 standard Collection vehicle;
- 1670 (b) Unusual topography; and/or,
- 1671 (c) Difficult road/driveway access problems.
- 1672 7. **Vehicle Inspection.** All trucks used in the Collection and transportation of Discarded  
1673 Materials may be inspected at such time and place as designated by the Director. The  
1674 Director, or their designee, may schedule an annual inspection for randomly selected  
1675 trucks operated by Collector. Upon request from the Director, Contractor shall provide  
1676 copies of CHP BIT inspection reports for any vehicle used in performing services  
1677 under this Agreement. The Director may revoke the use of any truck that fails to meet  
1678 the requirements of this Agreement, and such truck shall not be used for the Collection  
1679 or transportation of Discarded Materials until its default has been corrected to the



1680 satisfaction of the Director. Revocation of the right to use a particular truck shall not  
1681 excuse Collector from performing any of its obligations under this Agreement.

1682 8. **Inventory.** Contractor shall annually furnish to the County a current vehicle inventory  
1683 of Contractor's vehicles used to provide Collection services under this Agreement.

## 1684 **7.5 CONTAINER REQUIREMENTS**

### 1685 **A. Provision of Containers by Contractor and Color Standards**

1686 1. **General.** Contractor shall use the Contractor-provided Collection Containers  
1687 that are currently located at Customers' Premises or provide Customers with  
1688 Collection Containers from Contractor's current inventory.

1689 No later than ninety (90) days from the Commencement Date, Contractor shall  
1690 provide all Customers with Collection Containers that comply with the Container  
1691 color requirements specified in this Section or as otherwise specified in 14 CCR  
1692 Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable  
1693 Law. At least ninety (90) days in advance of Contractor Container purchases or  
1694 repainting of metal Containers, Contractor shall present proposed colors to the  
1695 County for review and approval. If an existing Container breaks or is otherwise  
1696 rendered non-functional, the Contractor shall replace the non-functional  
1697 Container with a Container that complies with the color requirements of this  
1698 Section. Notwithstanding this Section, the Contractor is not required to replace  
1699 functional Containers, including Containers purchased prior to the Effective Date,  
1700 that do not comply with the color requirements of this Section prior to the end of  
1701 the useful life of those Containers, or prior to January 1, 2036, whichever comes  
1702 first.

1703 Customer may not, itself or through a third party, mechanically compact materials  
1704 in Contractor-provided Containers.

#### 1705 **2. Blue Containers (Source Separated Recyclable Materials)**

1706 Blue Containers must have a lid that is blue in color; and a body that is green in  
1707 color. Hardware such as hinges and wheels on the Blue Containers may be a  
1708 different color.

#### 1709 **3. Green Containers (SSGCOW)**

1710 Green Containers must have a lid that is green in color; and a body that is green  
1711 in color. Hardware such as hinges and wheels on the Green Containers may be  
1712 a different color.

#### 1713 **4. Gray Containers (Gray Container Waste)**

1714 Gray Containers must have a lid that is gray in color, and a body that is green in  
1715 color. Hardware such as hinges and wheels on the Gray Container may be a  
1716 different color.

1717 **B. Labeling Requirements**

1718 Imprinted or In-Mold Labels for New Containers or New Lids

1719 On or before January 1, 2025, Contractor shall imprint new Container bodies or lids  
1720 with text or graphic images that indicate the primary materials accepted and the  
1721 primary materials prohibited in that Container. Labels shall clearly indicate items that  
1722 are Prohibited Container Contaminants for each Container. Prior to ordering any  
1723 Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed  
1724 label, proposed location(s) for placement of labels on each type of Container, and its  
1725 labeling plan to the County Contract Manager for approval.

1726 Labels for Existing Containers

1727 From January 1, 2025 through April 1, 2025, Contractor shall place a label on the body  
1728 or lid of each Container that has been provided to a Customer that includes language  
1729 or graphic images, or both, that indicate the primary materials accepted and the  
1730 primary materials prohibited in that Container. Labels shall clearly indicate items that  
1731 are Prohibited Container Contaminants for each Container. Prior to ordering labels for  
1732 Containers, Contractor shall submit a copy of its proposed label, proposed location(s)  
1733 for placement of labels on each type of Container, and its labeling plan to the County  
1734 Contract Manager for approval.

1735 **C. Container Maintenance, Cleaning, Painting**

1736 Contractor shall be responsible for repairing or replacing Containers when Contractor  
1737 determines the Container is no longer suitable for service; or when the County or  
1738 Customer requests replacement of Customer's Container that does not properly  
1739 function, leaks, is damaged, or is otherwise not fit for service. Contractor shall be  
1740 responsible for acquiring the replacement Containers. Contractor shall maintain a  
1741 sufficient inventory of Containers to accommodate new Customer requests for service,  
1742 requests for change in Service Levels (size, type, or number of Containers) from  
1743 current Customers, and requests for replacement due to damage. All such Containers  
1744 shall be provided within one (1) week of request.

1745 Contractor shall repair or replace all damaged or broken Containers within a one (1)  
1746 week period. If the repair or replacement cannot be completed within a week, the  
1747 Customer shall be notified by Contractor and a larger Container shall be made  
1748 available until the proper Container can be replaced.

1749 Contractor shall steam clean and repaint all Containers as needed (other than Carts)  
1750 so as to present a clean appearance. This service will be provided once per year at  
1751 no charge to the Customer; additional service will be for a fee.



1752 Contractor shall remove graffiti from Containers within one (1) week of notice by  
1753 County or Customer. This service will be provided once per year at no charge to the  
1754 Customer; additional service will be for a fee.

1755 At the County's request, Contractor shall provide County with a list of Containers and  
1756 the date each Container was painted and maintained.

1757 **D. Ownership of Containers at End of Term**

1758 Upon the date of this Agreement's expiration or earlier termination, the Carts shall  
1759 remain the property of the Contractor. In such case, Contractor shall be responsible  
1760 for outstanding depreciation and for removing all Containers, and Compactors in  
1761 service from the Premises within sixty (60) Working Days of the expiration date or  
1762 early termination date of this Agreement or within a different timeframe mutually  
1763 agreed to by the Parties. Contractor shall arrange for reuse or Recycling of  
1764 Containers, and Compactors removed from the County.

1765 **7.6 PERSONNEL**

1766 A. **General.** Contractor shall furnish such qualified personnel as may be necessary to  
1767 provide the services required by this Agreement in a safe and efficient manner.  
1768 Contractor shall designate at least one (1) qualified employee as County's primary  
1769 point of contact with Contractor who is principally responsible for Collection operations  
1770 and resolution of service requests and complaints.

1771 Contractor shall use its best efforts to assure that all employees present a neat  
1772 appearance and conduct themselves in a courteous manner. Contractor shall not  
1773 permit its employees to accept, demand, or solicit, directly or indirectly, any additional  
1774 compensation, or gratuity from members of the public.

1775 B. **Driver Qualifications.** All drivers must have in effect a valid license, of the  
1776 appropriate class, issued by the California Department of Motor Vehicles. Contractor  
1777 shall use the Class II California Department of Motor Vehicles employer "Pull Notice  
1778 Program" to monitor its drivers for safety.

1779 C. **Safety Training.** Contractor shall provide suitable operational and safety training for  
1780 all of its employees who operate Collection vehicles or equipment. Contractor shall  
1781 train its employees involved in Collection to identify, and not to collect, Excluded  
1782 Waste. Upon the County Contract Manager's request, Contractor shall provide a copy  
1783 of its safety policy and safety training program, the name of its safety officer, and the  
1784 frequency of its trainings.

1785 D. **Provision of Field Supervision.** Contractor shall designate one qualified employee  
1786 as supervisor of field operations. The field supervisor will devote at least fifty percent



1787 (50%) of his or her time in the field checking on Collection operations, including  
1788 responding to complaints.

1789 E. **Identification.** All representatives of the Contractor shall display and/or provide  
1790 proper identification or documentation exhibiting their association with the Contractor  
1791 while operating in the field.

## 1792 **7.7 HAZARDOUS WASTE INSPECTION AND HANDLING**

1793 A. **Inspection Program and Training.** Contractor shall develop a load inspection  
1794 program that includes the following components: (i) personnel and training; (ii) load  
1795 checking activities; (iii) management of wastes; and, (iv) record keeping and  
1796 emergency procedures.

1797 Contractor's load checking personnel, including its Collection vehicle drivers, shall be  
1798 trained in: (i) the effects of Hazardous Substances on human health and the  
1799 environment; (ii) identification of prohibited materials; and, (iii) emergency notification  
1800 and response procedures.

1801 B. **Response to Excluded Waste Identified During Collection.** If Contractor  
1802 determines that material placed in any Container for Collection is Excluded Waste or  
1803 presents a hazard to Contractor's employees, the Contractor shall follow the  
1804 procedures described in Section 6.2.1.C.2. Under no circumstances shall Contractor's  
1805 employees knowingly Collect Excluded Waste or remove unsafe or poorly  
1806 containerized Excluded Waste from a Collection Container. If Excluded Waste is found  
1807 in a Collection Container or Collection area that could possibly result in imminent  
1808 danger to people or property, the Contractor shall immediately notify the Fire  
1809 Department.

1810 C. **Response to Excluded Waste Identified at Disposal or Processing Facility.**  
1811 Materials Collected by Contractor will be delivered to the Approved Facilities for  
1812 purposes of Processing or Disposal. In the event that load checkers and/or equipment  
1813 operators at such facility identify Excluded Waste in the loads delivered by Contractor,  
1814 such personnel shall remove these materials for storage in approved, on-site,  
1815 Excluded Waste storage Container(s). Contractor shall arrange for removal of the  
1816 Excluded Wastes at its cost by permitted haulers in accordance with Applicable Laws  
1817 and regulatory requirements. The Contractor may at its sole expense attempt to  
1818 identify and recover the cost of Disposal from the Generator. If the Generator can be  
1819 successfully identified, the cost of this effort, as well as the cost of Disposal shall be  
1820 chargeable to the Generator.

## 1821 **ARTICLE 8: RECORD KEEPING AND REPORTING**

1822 Contractor shall maintain records and reports in accordance with Exhibit D and shall allow  
1823 County to audit and inspect records as described in Exhibit D.



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

### **9.1 FRANCHISE FEE**

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

### **9.2 CONTRACT MANAGEMENT PAYMENT**

The Contractor shall pay a Contract Management Payment to the County each quarter. The amount of the Contract Management Payment shall be equal to three percent (3%) of Gross Receipts for all services performed under this Agreement. County shall use the Contract Management Fee to offset expenses, including but not limited to, administration, Customer education, outreach and technical assistance, Regulatory compliance, monitoring, reporting, and Contractor compliance with the Agreement and applicable ordinance requirements. The County shall retain the sole right to set priorities for the use of this fee. This fee shall be considered an allowable cost recoverable through the rates and included in the Contractor's Compensation pursuant to Article 10.

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

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

The amount of said deposit is initially set at Three Hundred Four Thousand Six Hundred One Dollars (\$304,601) for Account 7000 (North County Landfill), One Thousand Seven Hundred Eighty-Four Dollars (\$1,784) for Account 7001A (North County Landfill), Eighty-Nine Thousand Two Hundred Fourteen Dollars (\$89,214) for Account 5048 (North County Landfill), Thirty-Four Thousand Seven Hundred Fifty-Eight Dollars (\$34,758) for Account 504 (Lovelace Transfer Station), Nine Hundred Forty-Four Dollars (\$944) for Account 5042 (Foothill Landfill), and shall be reviewed semiannually by County and adjusted to an amount equal to the monthly average of the prior six month gate fees. The amount of said deposit shall also be reviewed and adjusted accordingly at such time as Rates are adjusted in accordance with Article 10.



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

#### **9.4 COURT DETERMINATIONS REGARDING COUNTY FEES**

In the event any County fee is determined by a court to be excessive, invalid or unenforceable, then: (i) Contractor shall not be obligated to remit the future portion of the County fee deemed excessive, invalid, or unenforceable to the County; (ii) to the extent the Customers are entitled to a reimbursement of any excessive, invalid or unenforceable County fees, and County is required to reimburse Contractor in the amount of the County fees previously remitted to County that have been deemed excessive, invalid or unenforceable, thereafter, Contractor shall directly reimburse all Customers entitled to reimbursement in the amount attributable to each Customer account. In no event shall Contractor retain any portion of the fees reimbursed by County; (iii) to the extent the Customers are entitled to a reimbursement of any excessive, invalid, or unenforceable County fees, and County is required by a court to directly reimburse Customers, Contractor shall assist County in identifying all Customers entitled to a reimbursement, quantifying the reimbursement amount attributable to each Customer account, and obtaining and providing to County any other information needed to satisfy the obligations imposed by a court; and (iv) County and Contractor will, within thirty (30) days following such court decision meet and confer to negotiate in good faith and using reasonable efforts to attempt to agree on modifications to the Agreement.

#### **9.5 ADJUSTMENT TO FEES**

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

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

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



1899 **ARTICLE 10: COMPENSATION AND RATE**  
1900 **REGULATION**

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1901 **10.1 GENERAL**

1902 The Contractor's compensation for performance of all its obligations under this  
1903 Agreement shall be Gross Receipts. Contractor's compensation provided for in this Article  
1904 shall be the full, entire and complete compensation due to Contractor pursuant to this  
1905 Agreement for all labor, equipment, materials and supplies, Processing and Disposal  
1906 fees, fees due to County, taxes, insurance, bonds, overhead, operations, profit, and all  
1907 other things necessary to perform all the services required by this Agreement in the  
1908 manner and at the times prescribed. Nothing herein shall obligate County to provide any  
1909 compensation to Contractor beyond Gross Receipts, with the exception of the bad debt  
1910 assistance described in Section 6.4.

1911 If Contractor's actual costs, including fees due to County, are more than Gross Receipts,  
1912 Contractor shall not be compensated for the difference in actual costs and actual Gross  
1913 Receipts. If Contractor's actual costs are less than the actual Gross Receipts, Contractor  
1914 shall retain the difference provided that Contractor has paid County fees pursuant to  
1915 Article 9.

1916 Under this Agreement, Contractor shall have the right and obligation to charge and collect  
1917 from Customers, Rates that are approved by the County for provision of services to  
1918 Customers. The Rates for Rate Period One are presented in Exhibit F.

1919 The Contractor or its Subcontractor(s) that operates the Approved Facilities shall retain  
1920 revenues received for the sale of Source Separated Recyclable Materials including  
1921 California Redemption Value revenues, and SSGCOW. Such revenues have been  
1922 considered in the establishment of Rates for services provided under this Agreement.  
1923 Neither Contractor nor its Affiliates or Subcontractor(s) that operates the Approved  
1924 Facilities are entitled to grant funds available through the Department of Resources  
1925 Recycling and Recovery (CalRecycle) through its "Curbside Supplemental Payments" for  
1926 registered Curbside Recycling programs.

1927 **10.2 RATES AND ANNUAL ADJUSTMENTS**

1928 A. **General.** The County shall be responsible for approving Rates as described in this  
1929 Article. A Rate has been established for each individual Service Level and the initial  
1930 Rates for Rate Period One are presented in Exhibit F. Contractor may, in its sole  
1931 discretion, charge Customers any amount up to and including the Rate approved by  
1932 the County, but in no case exceeding the Rate. Subject to the provisions of Section  
1933 10.2.B, Contractor shall charge all Customers that have the same Service Level at the  
1934 same Rate. The comparability of Service Levels and related Rates may be considered

1935 separately for Source Separated Recyclable Materials, SSGCOW, and Gray  
1936 Container Waste services.

1937 Notwithstanding the schedule for annual Rate adjustments described in Article 10.2.D  
1938 and subject to the terms herein, if at any time during the Term of the Agreement, the  
1939 Contractor determines the need for a Rate that does not appear on the County-  
1940 approved Rate schedule in Exhibit F, Contractor shall immediately notify the County  
1941 and request establishment of such Rate. The County may initiate a Rate review should  
1942 changes to the Franchise Fee or the Management Fee occur in accordance with  
1943 Article 9.5. County shall adjust Rates accordingly based on Contractor submittal of  
1944 cost information with sufficient documentation of the effect of the change.

1945 **B. Discounted Rate Categories**

1946 1. Contractor shall allow a senior citizen's discount for Single-Family Discarded  
1947 Materials Collection for each Single-Family Premises where no inhabitants are  
1948 younger than sixty-five (65) years of age. Such discount shall be equal to twenty  
1949 percent (20%) of the rate equivalent to the first level of cart service. This rate shall  
1950 apply to the level of the cart service provided.

1951 2. Contractor shall allow a low-income discount for Single-Family Discarded Materials  
1952 Collection for Single-Family Generators demonstrating that they receive  
1953 assistance under PG&E's California Alternate Rates for Energy ("CARE")  
1954 ratepayer assistance program. Contractor shall determine who is eligible for this  
1955 Rate. Such discount shall be equal to thirty percent (30%) of the rate equivalent to  
1956 the first level of cart service. This rate shall apply to the level of the cart service  
1957 provided.

1958 **C. Rates for Rate Period One.** Rates for Rate Period One, which are presented in  
1959 Exhibit F, were determined by Contractor and County and were approved by County  
1960 resolution on or before the execution of the Agreement. The Rates for Rate Period  
1961 One shall be effective from the Commencement Date of this Agreement through  
1962 December 31, 2025.

1963 **D. Rates for Subsequent Rate Periods.** On the first anniversary date of the  
1964 Commencement Date of this Agreement, and on each anniversary date thereafter,  
1965 Rates for services as established pursuant to this Article 10, shall be automatically  
1966 adjusted upward or downward (but never to less than the initial Rates set forth in  
1967 Exhibit F hereto), by the percentage change in the Construction Cost Index for the  
1968 preceding twelve-month period ending September 30, as reported in the Engineering  
1969 News-Record (ENR). This Construction Cost Index adjustment shall be applied to the  
1970 current Rate less the Approved Disposal Facility gate fee adjustment. County shall  
1971 notice Contractor when the Approved Disposal Facility gate fees are to be adjusted.  
1972 In such event, Collection Rates shall be adjusted by multiplying the amount of the per  
1973 ton gate fee increase by 0.12 and rounded to the nearest one cent, to arrive at the



1974 amount of the Collection Rate increase allowed per month per 35-gallon Container  
1975 service, and proportionately for larger sized Containers.

1976 Unless otherwise agreed to by Contractor and County, a written notice of any Rate  
1977 adjustments shall be mailed by Contractor to all Customers not later than two weeks  
1978 prior to the date such changes become effective. The notice of such Rate adjustments  
1979 shall be approved in advance of the mailing by the County.

1980 E. **Rate Structure.** Upon County request, the Parties shall meet and confer to change  
1981 the relationship of individual Rates in comparison with other Rates. Any such changes  
1982 would occur in conjunction with the annual Rate adjustment process described in  
1983 Section 10.2.D or in conjunction with a Rate adjustment resulting from an  
1984 extraordinary Rate adjustment in accordance with Section 10.3.

### 1985 **10.3 EXTRAORDINARY RATE ADJUSTMENTS**

1986 It is understood that the Contractor accepts the risk for changes in cost of providing  
1987 services and the Service Levels requested by Customers and therefore the extraordinary  
1988 adjustments to Rates shall be limited to a change in law, including new or increased  
1989 governmental fees, taxes or other charges, or a County-directed change in scope. If a  
1990 Change in Law or County-directed change in scope (pursuant to Section 4.4) occurs, the  
1991 Contractor may petition County for an adjustment to the Rates in excess of the annual  
1992 adjustment described in Section 10.2.

1993 Contractor shall prepare an application for the extraordinary Rate adjustment calculating  
1994 the net financial effect on its operations (both increases and decreases of costs and  
1995 revenues) resulting from the Change in Law or County-Directed Change in Scope (but  
1996 not resulting from unrelated changes in costs and revenues), clearly identifying all  
1997 assumptions related to such calculations and providing the underlying documentation  
1998 supporting the assumptions. The application shall provide all information requested by  
1999 Director specific to the nature of the request being made. Director shall evaluate the  
2000 application for reasonableness. As part of that review, the Director may request access  
2001 to the financial statements and accounting records required to be maintained by the  
2002 Contractor (pursuant to Article 8) in order to verify the additional costs of lost revenue  
2003 directly related to a Change in Law or County-directed change in scope. Should the  
2004 Contractor not grant such access, then the County may rely on other information available  
2005 to it as the basis for making reasonable assumptions regarding what those accounting  
2006 and financial records would have shown and therefore the reasonableness of the  
2007 Contractor's application. Contractor shall pay all reasonable costs incurred by the County,  
2008 including the costs of outside accountants, attorneys, and/or consultants, in order to make  
2009 a determination of the reasonableness of the requested Rate adjustment.

2010 In the event of such an application for extraordinary Rate adjustment, it is understood that  
2011 the County or Contractor, as the case may be, shall have the burden of demonstrating  
2012 the reasonableness of the requested adjustment.



2013 The Contractor may appeal the decision of the Director to the Board of Supervisors, which  
2014 shall then make the final determination as to whether an adjustment to the Rates will be  
2015 made, and if a Rate adjustment is permitted, the amount of the Rate adjustment. With  
2016 respect to an extraordinary Rate adjustment requested by the County, the Board of  
2017 Supervisors shall then make the final determination as to whether an adjustment to the  
2018 Rates will be made, and if a Rate adjustment is permitted, the amount of the Rate  
2019 adjustment.

2020 **ARTICLE 11: INDEMNITY, INSURANCE, AND**  
2021 **PERFORMANCE BOND**

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2022 **11.1 INDEMNIFICATION OF COUNTY**

2023 A. **General.** Contractor shall indemnify, defend with counsel acceptable to County, and  
2024 hold harmless (to the full extent permitted by law) County and its officers, officials,  
2025 employees, volunteers, and agents from and against any and all claims, liability, loss,  
2026 injuries, damage, expense, and costs (including without limitation costs and fees of  
2027 litigation, including attorneys' and expert witness fees) (collectively, "Damages") of  
2028 every nature arising out of or in connection with Contractor's performance under this  
2029 Agreement, or its failure to comply with any of its obligations contained in the  
2030 Agreement, except to the extent such loss or damage was caused by the negligence  
2031 or willful misconduct of County. The provisions of this Article 11 shall survive the  
2032 termination or expiration of this Agreement.

2033 B. **Excluded Waste.** Contractor acknowledges that it is responsible for compliance  
2034 during the entire Term of this Agreement with all Applicable Laws. Contractor shall not  
2035 store, transport, use, or Dispose of any Excluded Waste except in strict compliance  
2036 with all Applicable Laws. In the event that Contractor negligently or willfully mishandles  
2037 Excluded Waste in the course of carrying out its activities under this Agreement,  
2038 Contractor shall at its sole expense promptly take all investigatory and/or remedial  
2039 action reasonably required for the remediation of such environmental contamination.  
2040 Prior to undertaking any investigatory or remedial action, however, Contractor shall  
2041 first obtain County's approval of any proposed investigatory or remedial action. Should  
2042 Contractor fail at any time to promptly take such action, County may undertake such  
2043 action at Contractor's sole cost and expense, and Contractor shall reimburse County  
2044 for all such expenses within thirty (30) calendar days of being billed for those  
2045 expenses. These obligations are in addition to any defense and indemnity obligations  
2046 that Contractor may have under this Agreement.

2047 C. **Proposition 218.** Should there be a Change in Law or a new judicial interpretation of  
2048 Applicable Law, including, but not limited to, Article XIII C and D of the California  
2049 Constitution (Commonly Proposition 218), which impacts the Rates for the Collection  
2050 services established in accordance with this Agreement, Contractor agrees to meet



2051 and confer with County to discuss the impact of such change on either Party's ability  
2052 to perform under this Agreement.

2053 If, at any time, an adjustment to Rates determined to be appropriate by both County  
2054 (which determination shall not be unreasonably withheld) and Contractor to  
2055 compensate Contractor for increases in costs as described in this Agreement cannot  
2056 be implemented for any reason, Contractor and County shall negotiate, in good faith,  
2057 a reduction of services and/or County fees equal to the value of the Rate adjustment  
2058 that cannot be implemented.

2059 Should a court of competent jurisdiction determine that the Contractor cannot charge  
2060 and/or increase its Rates for charges related to governmental fees and charges,  
2061 Contractor shall reduce the Rates it charges Customers a corresponding amount,  
2062 providing said fees, Rates and/or charges disallowed by the court are not related to  
2063 the cost of providing service hereunder and had been incorporated in the Rates  
2064 charged by Contractor to its Customers.

2065 Nothing herein is intended to imply that California Constitution, Articles XIIC or XIID,  
2066 apply to the Rates established for services provided under this Agreement; rather this  
2067 Section is provided merely to allocate risk of an adverse judicial interpretation between  
2068 the Parties.

2069 **D. CalRecycle Indemnification.** Contractor's duty to defend and indemnify herein  
2070 includes payment of all fines and/or penalties imposed by CalRecycle, subject to the  
2071 restrictions set forth in Public Resources Code Section 40059.1, if the requirements  
2072 of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not  
2073 met by the Contractor with respect to the Discarded Materials Collected under this  
2074 Agreement, and such failure is: (i) due to the failure of Contractor to meet its  
2075 obligations under this Agreement, or, (ii) due to Contractor delays in providing  
2076 information that prevents Contractor or County from submitting reports required by AB  
2077 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely  
2078 manner.

## 2079 **11.2 INSURANCE REQUIREMENTS**

2080 Without limiting Contractor's indemnification obligations to County, Contractor shall  
2081 provide at its sole expense and maintain for the Term of this Agreement, or as may be  
2082 further required herein, insurance against claims for injuries to Persons (including in this  
2083 instance County) or damages to property which may arise from or in connection with the  
2084 performance of the work hereunder and the results of the work by the Contractor, their  
2085 agents, representatives, employees, contractors (including, without limitation, any  
2086 Subcontractors), or independent operators that perform facility services. For the purposes  
2087 of this Section, the term "Subcontractors" is to be broadly construed to mean any person,  
2088 firm, or entity hired by Contractor to carry out any of Contractor's duties under this  
2089 Agreement.

2090 **11.2.1 Minimum Scope of Insurance**

2091 Coverage shall be at least as broad as:

2092 A. Commercial General Liability, Occurrence form, Insurance Services Office form  
2093 CG0001.

2094 B. Automobile Liability covering all owned, non -owned, hired auto, Insurance Services  
2095 Office form CA0020. Policy shall contain pollution coverage endorsements MCS-90  
2096 or CA 99 48 03 06 or equivalent.

2097 C. Workers' Compensation, as required by State of California and Employer's Liability  
2098 Insurance.

2099 D. Contractor's Pollution Liability - Applies to operators of transfer stations, materials  
2100 recovery facilities, composting facilities, other Processing facilities, and/or landfills.

2101 **11.2.2 Minimum Limits of Insurance**

2102 Contractor shall maintain limits no less than:

2103 A. Commercial General Liability including Premises, Operations, Products and  
2104 Completed Operations, Contractual Liability, and Independent Contractors Liability:  
2105 \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The  
2106 General Aggregate limit shall be \$4,000,000.

2107 B. Automobile Liability: \$2,000,000 each accident for bodily injury and property damage.

2108 C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage  
2109 shall include waiver of subrogation endorsement in favor of County of San Joaquin.

2110 D. Contractor's Pollution Liability: \$2,000,000 per claim and aggregate limit of not less  
2111 than \$4,000,000. The policy shall include limited contractual liability coverage. This  
2112 coverage shall be maintained for a minimum of three (3) years following termination  
2113 or completion of Contractor's work pursuant to the Agreement.

2114 E. If the Collector maintains broader coverage and/or higher limits than the minimums  
2115 shown above, the County requires and shall be entitled to the broader coverage and/or  
2116 higher limits maintained by the Contractor. As a requirement of this Agreement, any  
2117 available insurance proceeds in excess of the specified minimum limits and coverage  
2118 stated above, shall also be available to the County of San Joaquin. Nothing in this

2119 Article 11 shall require the Contractor to maintain broader coverage than is required  
2120 by this Article.

2121

2122 **11.2.3 Omitted**

2123 .

2124 **11.2.4 Other Insurance Provisions**

2125 Policies are to contain, or be endorsed to contain the following provisions:

2126 A. **Additional Insured Endorsement.** The County, the members of the Board of  
2127 Supervisors of the County and the officers, agents, employees, and volunteers of the  
2128 County, individually and collectively are to be covered as additional insureds on the  
2129 General Liability policy with respect to liability arising out of work or operations  
2130 performed by or on behalf of the Contractor including materials, parts, or equipment  
2131 furnished in connection with such work or operations and automobiles owned, leased,  
2132 hired, or borrowed by or on behalf of the Contractor. General Liability coverage can  
2133 be provided in the form of an endorsement to the Contractor's insurance (at least as  
2134 broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038;  
2135 and CG 2037 forms if later revisions used).

2136 B. **Primary Insurance Endorsement.** For any claims related to this Agreement, the  
2137 Contractor's insurance coverage shall be primary insurance as respects the County,  
2138 the members of the Board of Supervisors of the County and the officers, agents,  
2139 employees and volunteers of the County, individually and collectively. Any insurance  
2140 or self-insurance maintained by the County, its Board members, officers, agents,  
2141 employees, or volunteers shall be excess of the Contractor's insurance and shall not  
2142 contribute with it.

2143 C. **Notice of Cancellation.** Notice of cancellation shall be in accordance with policy  
2144 provisions.

2145 D. **Severability of Interest Clause.** Coverage applies separately to each insured, except  
2146 with respect to the limits of liability, and that an act or omission by one of the named  
2147 insureds shall not reduce or avoid coverage to the other named insureds.

2148 **11.2.5 General Provisions**

2149 A. **Qualifying Insurers.** All required policies of insurance shall be issued by companies  
2150 which have been approved to do business in the State of California by the State  
2151 Department of Insurance, and which hold a current policy holder's alphabetic and  
2152 financial size category rating of not less than A-, VII according to the current Best's



2153 Key Rating guide, or a company of equal financial stability that is approved in writing  
2154 by County Risk Management.

2155 B. **Evidence of Insurance.** Prior to commencement of this Agreement, but in no event  
2156 later than the Effective Date of the Agreement, Contractor shall furnish the County  
2157 with certificates of insurance and amendatory endorsements effecting coverage  
2158 required by this clause. Contractor shall furnish certified copies of the actual required  
2159 insurance policies within thirty (30) days after receipt of a request for the policies from  
2160 the Director. Copies of renewal certificates of insurance and amendatory  
2161 endorsements shall be furnished to County within thirty (30) days of the expiration of  
2162 the term of any required policy. Contractor shall permit County at reasonable times to  
2163 inspect all required policies of insurance.

2164 C. **Failure to Obtain or Maintain Insurance; County's Remedies.** Contractor's failure  
2165 to provide insurance specified or failure to furnish certificates of insurance,  
2166 amendatory endorsements and certified copies of policies, or failure to make premium  
2167 payments required by such insurance, shall constitute a material breach of the  
2168 Agreement, and County may, at its option, terminate the Agreement for cause in  
2169 accordance with Article 12 for any such default by Contractor.

2170 D. **No Limitation of Obligations.** The foregoing insurance requirements as to the types  
2171 and limits of insurance coverage to be maintained by Contractor, and any approval of  
2172 said insurance by the County are not intended to and shall not in any manner limit or  
2173 qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the  
2174 Agreement, including, but not limited to, the provisions concerning indemnification.

2175 E. **Review of Coverage.** County retains the right at any time to review the coverage,  
2176 form and amount of insurance required herein and may require Contractor to obtain  
2177 insurance reasonably sufficient in coverage, form, and amount to provide adequate  
2178 protection against the kind and extent of risk which exists at the time a change in  
2179 insurance is required.

2180 F. **Self-Insurance.** Contractor may, with the prior written consent of County Risk  
2181 Management, fulfill some or all of the insurance requirements contained in this  
2182 Agreement under a plan of self-insurance. Contractor shall only be permitted to utilize  
2183 such self-insurance if in the opinion of County Risk Management, Contractor's (i) net  
2184 worth, and (ii) reserves for payment of claims of liability against Contractor, are  
2185 sufficient to adequately compensate for the lack of other insurance coverage required

2186 by this Agreement. Contractor's utilization of self-insurance shall not in any way limit  
2187 liabilities assumed by Contractor under the Agreement.

2188 G. **Claims Made Coverage.** If coverage is written on a "claims made" basis, the  
2189 Certificate of Insurance shall clearly so state. In addition to the coverage requirements  
2190 specified above, such policy shall provide that:

2191 1. The policy retroactive date coincides with or precedes Contractor's  
2192 commencement of work under the Agreement (including subsequent policies  
2193 purchased as renewals or replacements).

2194 2. Contractor will make every effort to maintain similar insurance during the required  
2195 extended period of coverage following expiration of the Agreement.

2196 3. If insurance is terminated for any reason, Contractor shall purchase an extended  
2197 reporting provision of at least three (3) years to report claims arising in connection  
2198 with the Agreement.

2199 4. The policy allows for reporting of circumstances or incidents that might give rise to  
2200 future claims.

2201 H. **Subcontractor's Insurance.** For the purposes of this Section, the term  
2202 "Subcontractor" is to be broadly construed to mean any person, firm, or entity hired by  
2203 Contractor to carry out any of Contractor's duties under this Agreement. Contractor  
2204 shall require and verify that all Subcontractors maintain insurance meeting all the  
2205 requirements stated herein, and Contractor shall ensure that County is an additional  
2206 insured on insurance required from Subcontractors. Such Additional Insured  
2207 endorsement shall be attached to the certificate of insurance in order to be valid and  
2208 on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026,  
2209 CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any  
2210 Subcontractor's coverage does not comply with the foregoing provisions, Contractor  
2211 shall defend and indemnify the County from any damage, loss, cost or expense,  
2212 including attorney's fees and court costs, incurred by County as a result of the failure  
2213 to maintain required coverage.

2214 I. **Waiver of Subrogation.** Contractor and County release each other, and their  
2215 respective authorized representatives, from any and all claims, actual damages,  
2216 punitive damages, injuries, costs, response, remediation and removal costs, losses,  
2217 demands, debts, liens, liabilities, causes of action, suits, legal or administrative  
2218 proceedings, interest, fines, charges, penalties, and expenses (including but not  
2219 limited to attorney's and expert witness fees and court costs) of any kind whatsoever,  
2220 but only to the extent that the proceeds received from any policy of insurance carried  
2221 by County or Contractor, other than any self-insurance, covers any such claim.  
2222 Included in any policy or policies of insurance provided by Contractor hereunder shall

2223 be a standard waiver of rights of subrogation against County by the insurance  
2224 company issuing said policy or policies.

### 2225 **11.3 PERFORMANCE BOND**

2226 Within seven (7) calendar days of the Effective Date, Contractor shall file with the County  
2227 a bond or irrevocable letter of credit, payable to the County, securing the Contractor's  
2228 performance of its obligations under this Agreement and such bond shall be renewed  
2229 annually if necessary so that the performance bond is maintained at all times during the  
2230 Term. The principal sum of the bond shall be One Million Two Hundred Thousand Dollars  
2231 (\$1,200,000), which is an amount set to equal twenty-five percent (25%) of Contractor's  
2232 proposed Rate Period One Gross Receipts. The bond shall be executed as surety by a  
2233 corporation authorized to issue surety bonds in the State of California that has a rating of  
2234 A or better in the most recent edition of Best's Key Rating Guide, and that has a record  
2235 of service and financial condition satisfactory to the County.

## 2236 **ARTICLE 12: DEFAULT AND REMEDIES**

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### 2237 **12.1 EVENTS OF DEFAULT**

2238 All provisions of the Agreement are considered material. Each of the following shall  
2239 constitute an event of default unless excused by the provisions of Section 12.5 as  
2240 provided and for the period described therein.

2241 A. **Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or  
2242 deceit upon the County.

2243 B. **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling  
2244 to pay its debts, or upon listing of an order for relief in favor of Contractor in a  
2245 bankruptcy proceeding.

2246 C. **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full  
2247 force and affect the Workers' Compensation, liability, or indemnification coverage  
2248 as required by this Agreement.

2249 D. **Violations of Regulation.** Contractor violates any orders or filings of any  
2250 regulatory body having authority over Contractor relative to this Agreement,  
2251 provided that Contractor may contest any such orders or filings by appropriate  
2252 proceedings conducted in good faith, in which case no breach or default of this  
2253 Agreement shall be deemed to have occurred. and (ii) such violation has a  
2254 material impact on the ability of Contractor to perform under this Agreement.

2255 E. **Violations of Applicable Law.** Contractor violates Applicable Law relative to  
2256 this Agreement, provided such violation has a material impact on the ability of  
2257 Contractor to perform under this Agreement.

- 2258 F. **Failure to Perform Services.** Contractor ceases to provide Collection,  
2259 Transportation, or Processing services as required under this Agreement for a  
2260 period of two (2) consecutive calendar days or more, for any reason within the  
2261 control of Contractor.
- 2262 G. **Failure to Pay or Report.** Contractor fails to make any payments to County  
2263 required under this Agreement including payment of County fees or Liquidated  
2264 Damages and/or refuses to provide County with required information, reports,  
2265 and/or records in a timely manner as provided for in the Agreement.
- 2266 H. **Acts or Omissions.** Any other act or omission by Contractor which violates the  
2267 terms, conditions, or requirements of this Agreement, AB 939, AB 341, AB 1826,  
2268 or SB 1383 as they may be amended from time to time, or any law, statute,  
2269 ordinance, order, directive, rule, or regulation issued there under and which is  
2270 not corrected or remedied within the time set in the written notice of the violation  
2271 or, if Contractor cannot reasonably correct or remedy the breach within the time  
2272 set forth in such notice, if Contractor should fail to commence to correct or  
2273 remedy such violation within the time set forth in such notice and diligently effect  
2274 such correction or remedy thereafter.
- 2275 I. **False, Misleading, or Inaccurate Statements.** Any representation or  
2276 disclosure made to the County by Contractor in connection with or as an  
2277 inducement to entering into this Agreement, or any future amendment to this  
2278 Agreement, which proves to be false or misleading in any material respect as of  
2279 the time such representation or disclosure is made, whether or not any such  
2280 representation or disclosure appears as part of this Agreement; and, any  
2281 Contractor-provided report containing a misstatement, misrepresentation, data  
2282 manipulation, or an omission of fact or content explicitly defined by the  
2283 Agreement, excepting non-numerical typographical and grammatical errors.
- 2284 J. **Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some  
2285 or all of Contractor's operating equipment, including without limits its equipment,  
2286 maintenance or office facilities, Approved Facility(ies), or any part thereof.
- 2287 K. **Suspension or Termination of Service.** There is any termination or  
2288 suspension of the transaction of business by Contractor related to this  
2289 Agreement, including without limit, due to labor unrest including strike, work  
2290 stoppage or slowdown, sick-out, picketing, or other concerted job action lasting  
2291 more than 5 calendar days.
- 2292 L. **Criminal Activity.** Contractor, its officers, managers, or employees are found  
2293 guilty of criminal activity related directly or indirectly to performance of this  
2294 Agreement or any other agreement held with the County. Regarding  
2295 management and non-management employees working at a facility providing  
2296 services under this Agreement (e.g., hauling facility, transfer station, disposal  
2297 facility or processing facility), it shall not be a default if Contractor terminates or  
2298 removes such employees from such facility and Contractor management above



- 2299 such facility-specific employees had not been involved with the criminal activity.
- 2300 M. **Assignment without Approval.** Contractor transfers or assigns this Agreement  
2301 without the expressed written approval of the County.
- 2302 N. **Failure to Provide Proposal or Implement Change in Service.** Contractor  
2303 fails to provide a proposal for new services or changes to services or fails to  
2304 implement a change in service as requested by the County as specified in  
2305 Section 4.4.
- 2306 O. **Failure to Perform Any Obligation.** Contractor fails to perform any obligation  
2307 established under this Agreement.

2308 County shall provide Contractor written notice of default within seven (7) calendar days  
2309 of the occurrence of default or within seven (7) calendar days of the County's first  
2310 knowledge of the Contractor's default, whichever occurs first.

## 2311 **12.2 DISPUTE RESOLUTION**

2312 In the event of dispute between the Director and the Contractor regarding the  
2313 interpretation of or the performance of services under this Agreement which results in a  
2314 material impact to the Contractor's revenue and/or cost of operations, the provisions of  
2315 this Section shall apply. For the purposes of this Section, "material impact" is an amount  
2316 equal to or greater than fifty thousand dollars (\$50,000) per year.

2317 A. **Meet and Confer.** In the event of disputes regarding the performance of any  
2318 obligation under this Agreement which results in a material impact to the  
2319 Contractor's revenue and/or cost of operations, the County and Contractor agree  
2320 that they promptly will meet and confer to attempt to resolve the matter between  
2321 themselves.

2322 B. **Mediation.** In the event that disputes which arise under this Agreement cannot  
2323 be resolved satisfactorily between the Parties in accordance with Section 12.2.A,  
2324 the County and Contractor agree that such disputes shall be submitted to  
2325 mandatory, non-binding mediation by a mutually agreed upon independent third  
2326 party.

2327 C. **Period of Time.** Insofar as allowed by Applicable Law, the period of time  
2328 otherwise applicable for filing claims against the County under Applicable Law  
2329 shall be tolled during the period of time for which meet and confer or mediation  
2330 procedures are pending, in accordance with Sections 12.2.A and 12.2.B.

2331 D. **Litigation.** Litigation may be commenced only after all reasonable efforts to  
2332 resolve the dispute(s) pursuant to Sections 12.2.A, 12.2.B, and 12.2.C have  
2333 failed and any necessary claim(s) have been denied.

2334 In the event of a dispute between the Contractor and a Generator or Customer regarding  
2335 any service or billing issue in which the Contractor and Generator or Customer are unable



2336 to reach agreement, final determination shall be made by Director of Public Works or their  
2337 designee.

### 2338 **12.3 RIGHT TO TERMINATE UPON DEFAULT**

2339 Contractor shall be given ten (10) Business Days from written notification by County to  
2340 cure any default which, in the Director's sole opinion, creates a potential public health and  
2341 safety threat.

2342 Contractor shall be given ten (10) Business Days from written notification by County to  
2343 cure any default arising under subsections C, E, F, I, J, and K in Section 12.1 provided,  
2344 however, that the County shall not be obligated to provide Contractor with a notice and  
2345 cure opportunity if the Contractor has committed the same or similar breach/default within  
2346 a twenty-four (24) month period.

2347 Contractor shall be given thirty (30) calendar days from written notification by County to  
2348 cure any other default (which is not required to be cured within ten (10) Business Days);  
2349 however, that the County shall not be obligated to provide Contractor with a notice and  
2350 cure opportunity if the Contractor has committed the same or similar breach/default within  
2351 a twenty-four (24) month period.

### 2352 **12.4 COUNTY'S REMEDIES CUMULATIVE: SPECIFIC** 2353 **PERFORMANCE**

2354 In the event of Contractor's default, County maintains following remedies:

2355 A. **Waiver of Default.** County may waive any event of default or may waive  
2356 Contractor's requirement to cure a default event if County determines that such  
2357 waiver would be in the best interest of the County. County's waiver of an event  
2358 of default is not a waiver of future events of default that may have the same or  
2359 similar conditions.

2360 B. **Suspension of Contractor's Obligation.** County may suspend Contractor's  
2361 performance of its obligations if Contractor fails to cure default in the time frame  
2362 specified in Section 12.3 until such time the Contractor can provide assurance of  
2363 performance in accordance with Section 12.6.

2364 C. **Liquidated Damages.** County may assess Liquidated Damages for  
2365 Contractor's failure to meet specific performance standards pursuant to Section  
2366 12.7 and Exhibit C.

2367 D. **Termination.** In the event that Contractor should default and subject to the right  
2368 of the Contractor to cure, in the performance of any provisions of this contract,  
2369 and the default is not cured for any default within in ten (10) calendar days if the  
2370 default creates a potential public health and safety threat or arises under Section  
2371 12.1.C, E, F, I, J, or K, or otherwise thirty (30) calendar days after receipt of  
2372 written notice of default from the County, then the County may, at its option,  
2373 terminate this Agreement and/or hold a hearing of the Board of Supervisors to



2374 determine whether this Agreement should be terminated. In the event County  
2375 decides to terminate this Agreement, the County shall serve twenty (20) calendar  
2376 days written notice of its intention to terminate upon Contractor. In the event  
2377 County exercises its right to terminate this Agreement, the County may, at its  
2378 option, upon such termination, either directly undertake performance of the  
2379 services or arrange with other Persons to perform the services with or without a  
2380 written agreement. This right of termination is in addition to any other rights of  
2381 County upon a failure of Contractor to perform its obligations under this  
2382 Agreement.

2383 Contractor shall not be entitled to any further Gross Receipts or other revenues  
2384 from Collection operations authorized hereunder from and after the date of  
2385 termination.

2386 E. **Other Available Remedies.** County's election of one (1) or more remedies  
2387 described herein shall not limit the County from any and all other remedies at law  
2388 and in equity including injunctive relief, etc.

## 2389 **12.5 EXCUSE FROM PERFORMANCE**

2390 The Parties shall be excused from performing their respective obligations hereunder and  
2391 from any obligation to pay Liquidated Damages if they are prevented from so performing  
2392 by reason of wildfires, floods, earthquakes, other acts of nature, war, terrorist activity, civil  
2393 insurrection, riots, formally declared epidemics, and other similar catastrophic events  
2394 which are beyond the reasonable control of and not the fault of the Party claiming excuse  
2395 from performance hereunder (a "Force Majeure Event"). In the case of labor unrest or job  
2396 action directed at a third party over whom Contractor has no control, the inability of  
2397 Contractor to provide services in accordance with this Agreement due to the unwillingness  
2398 or failure of the third party to: (i) provide reasonable assurance of the safety of  
2399 Contractor's employees while providing such services; or, (ii) make reasonable  
2400 accommodations with respect to Container placement and point of Delivery, time of  
2401 Collection, or other operating circumstances to minimize any confrontation with pickets or  
2402 the number of Persons necessary to make Collections shall, to that limited extent, excuse  
2403 performance. The foregoing excuse shall be conditioned on Contractor's cooperation in  
2404 performing Collection services at different times and in different locations. Further, in the  
2405 event of labor unrest, including but not limited to strike, work stoppage or slowdown,  
2406 sickout, picketing, or other concerted job action conducted by the Contractor's employees  
2407 or directed at the Contractor, or a subsidiary, the Contractor shall not be excused from  
2408 performance. In such case, Contractor shall continue to provide a reasonably satisfactory  
2409 level of performance during the pendency thereof, but the Contractor shall not be required  
2410 to adhere strictly to the specific requirements of this Agreement regarding routes,  
2411 Collection times or similar matters; provided, however, that in no event shall more than  
2412 seven (7) calendar days elapse between pickups for Customers.

2413 The Party claiming excuse from performance shall, within two (2) calendar days after  
2414 such Party has notice of such cause, give the other Party notice of the facts constituting  
2415 such cause and asserting its claim to excuse under this Section.



2416 If either Party validly exercises its rights under this Section, the Parties hereby waive any  
2417 claim against each other for any damages sustained thereby.

2418 The partial or complete interruption or discontinuance of Contractor's services caused by  
2419 one (1) or more of the events described in this Article shall not constitute a default by  
2420 Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor  
2421 is excused from performing its obligations hereunder for any of the causes listed in this  
2422 Section for a period of thirty (30) calendar days or more, County shall nevertheless have  
2423 the right, in its sole discretion, to terminate this Agreement for convenience by giving ten  
2424 (10) Business Days' notice to Contractor, in which case the provisions of Section 12.3  
2425 shall apply.

## 2426 **12.6 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

2427 The Parties acknowledge that it is of the utmost importance to County and the health and  
2428 safety of all those members of the public residing or doing business within County who  
2429 will be adversely affected by interrupted waste management service, that there be no  
2430 material interruption in services provided under this Agreement.

2431 If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown,  
2432 sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment  
2433 of County to be unable to regularly pay its bills as they become due; or, (iii) is the subject  
2434 of a civil or criminal judgment or order entered by a Federal, State, regional or local  
2435 agency for violation of an Applicable Law, and County believes in good faith that  
2436 Contractor's ability to perform under the Agreement has thereby been placed in  
2437 substantial jeopardy, County may, at its sole option and in addition to all other remedies  
2438 it may have, demand from Contractor reasonable assurances of timely and proper  
2439 performance of this Agreement, in such form and substance as County believes in good  
2440 faith is reasonably necessary in the circumstances to evidence continued ability to  
2441 perform under the Agreement. If Contractor fails or refuses to provide satisfactory  
2442 assurances of timely and proper performance in the form and by the date required by  
2443 County, such failure or refusal shall be an event of default for purposes of Section 12.1.

## 2444 **12.7 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

2445 A. **General.** The Parties find that as of the time of the execution of this Agreement, it is  
2446 impractical, if not impossible, to reasonably ascertain the extent of damages which  
2447 shall be incurred by County as a result of a breach by Contractor of its obligations  
2448 under this Agreement. The factors relating to the impracticability of ascertaining  
2449 damages include, but are not limited to, the fact that: (i) substantial damage results to  
2450 members of the public who are denied services or denied quality or reliable service;  
2451 (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the  
2452 benefits of the Agreement to individual members of the general public for whose  
2453 benefit this Agreement exists, in subjective ways and in varying degrees of intensity  
2454 which are incapable of measurement in precise monetary terms; (iii) that exclusive  
2455 services might be available at substantially lower costs than alternative services and  
2456 the monetary loss resulting from denial of services or denial of quality or reliable



2457 services is impossible to calculate in precise monetary terms; and, (iv) the termination  
2458 of this Agreement for such breaches, and other remedies are, at best, a means of  
2459 future correction and not remedies which make the public whole for past breaches.

2460 **B. Service Performance Standards; Liquidated Damages for Failure to Meet**  
2461 **Standards.** The Parties further acknowledge that consistent, reliable Collection  
2462 services are of utmost importance to County and that County has considered and  
2463 relied on Contractor's representations as to its quality of service commitment in  
2464 awarding the Agreement to it. The Parties recognize that some quantified standards  
2465 of performance are necessary and appropriate to ensure consistent and reliable  
2466 service and performance and to support County's compliance with various State  
2467 statutes and corresponding regulations including, but not limited to, AB 939, AB 341,  
2468 AB 1826, and SB 1383. The Parties further recognize that if Contractor fails to achieve  
2469 the performance standards, or fails to submit required documents in a timely manner,  
2470 County and its residents and businesses will suffer damages, and that it is, and will  
2471 be, impractical and extremely difficult to ascertain and determine the exact amount of  
2472 damages which County will suffer. Therefore, without prejudice to County's right to  
2473 treat such non-performance as an event of default under this Section, the Parties  
2474 agree that the Liquidated Damages amounts established in Exhibit C of this  
2475 Agreement and the Liquidated Damage amounts therein represent a reasonable  
2476 estimate of the amount of such damages considering all of the circumstances existing  
2477 on the Effective Date of this Agreement, including the relationship of the sums to the  
2478 range of harm to County that reasonably could be anticipated and the anticipation that  
2479 proof of actual damages would be costly or impractical.

2480 Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts  
2481 set forth in the Liquidated Damages, Exhibit C.

2482 Before assessing Liquidated Damages, County shall give Contractor notice of its  
2483 intention to do so; any claim for Liquidated Damages must be made within 60 days of  
2484 the becoming aware, or reasonably should have become aware, of the underlying  
2485 event. The notice will include a brief description of the incident(s) and non-  
2486 performance. County may review (and make copies at its own expense) all information  
2487 in the possession of Contractor relating to incident(s) and/or non-performance. County  
2488 may, within five (5) Business Days after issuing the notice, request a meeting with  
2489 Contractor. County may present evidence of non-performance in writing and through  
2490 testimony of its employees and others relevant to the incident(s) and non-  
2491 performance. County Contract Manager will provide Contractor with a written  
2492 explanation of their determination on each incident(s) and non-performance prior to  
2493 authorizing the assessment of Liquidated Damages under this Section 12.7. Within  
2494 ten (10) Business Days of receipt of such notice of intention to assess Liquidated  
2495 Damages, Contractor may request that no Liquidated Damages may be imposed on  
2496 Contractor until Contractor has been given a reasonable opportunity to respond to  
2497 allegations and to meet and confer with the Director. Any subsequent appeals by  
2498 Contractor shall be addressed in accordance with Section 12.2.

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

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

## ARTICLE 13: OTHER AGREEMENTS OF THE PARTIES

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### 13.1 RELATIONSHIP OF PARTIES

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

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

### 13.2 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 of the United States, the State of California, County, and other State or government bodies which may have jurisdiction over any service provided in this Agreement and with all applicable regulations promulgated by any federal, State, regional, or local administration and regulatory agency, now in force and as they may be enacted, issued, or amended during the Term of this Agreement.



### 13.3 GOVERNING LAW

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

### 13.4 JURISDICTION

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

### 13.5 ASSIGNMENT

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

For purposes of this Section, "assignment" 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 ten (10) percent or more of the outstanding common stock of Contractor; (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of Contractor; and, (iv) any combination of the foregoing (whether or not in related, contemporaneous or sequential transactions) which has the effect of any such transfer or change of ownership and/or control of Contractor. For purposes of this Section, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment. Assignment may exclude a change in ownership of Contractor's assets or stocks which occurs for interfamilial planning purposes only and does not involve a change in the management of the Agreement or services performed hereunder. Reorganizations, mergers, consolidations, sales of equity or assets or similar transactions between or among entities owned by the same ultimate parent, including but not limited to Contractor and regardless of which entity is the survivor, do not constitute an assignment; however, Contractor shall provide County with thirty (30) days written notification of its plans and provide an explanation of any potential impacts related to the provision of services under this Agreement.

If Contractor requests County's consideration of and consent to an assignment, County may deny or approve such request in its sole discretion, the standard for County's consent to any assignment shall be whether the Contractor (or, if applicable, a new entity succeeding to the rights, duties and obligations of Contractor under this Agreement), after



2575 the assignment, has sufficient financial and operational capability to adequately and  
2576 faithfully render the services called for in this Agreement for the remaining Term of the  
2577 Agreement. In no event shall County's consent be unreasonably withheld, conditioned or  
2578 delayed. Contractor shall undertake to pay County its reasonable expenses for attorneys'  
2579 fees and investigation costs necessary to investigate the suitability of any proposed  
2580 assignee, and to review and finalize any documentation required as a condition for  
2581 approving any such assignment.

### 2582 **13.6 BINDING ON SUCCESSORS**

2583 The provisions of this Agreement shall inure to the benefit to and be binding on the  
2584 successors and permitted assigns of the Parties.

### 2585 **13.7 PARTIES IN INTEREST**

2586 Nothing in this Agreement, whether expressed or implied, is intended to confer any rights  
2587 on any Persons other than the Parties to it and their representatives, successors, and  
2588 permitted assigns.

### 2589 **13.8 WAIVER**

2590 The waiver by either Party of any breach or violation of any provisions of this Agreement  
2591 shall not be deemed to be a waiver of any breach or violation of any other provisions nor  
2592 of any subsequent breach or violation of the same or any other provision.

2593 The subsequent acceptance by either Party of any monies which become due hereunder  
2594 shall not be deemed to be a waiver of any preexisting or concurrent breach or violation  
2595 by the other Party of any provision of this Agreement.

### 2596 **13.9 CONTRACTOR'S INVESTIGATION**

2597 Contractor has made an independent investigation (satisfactory to it) of the conditions  
2598 and circumstances surrounding the Agreement and the work to be performed by it.

### 2599 **13.10 NOTICES**

2600 All notices, demands, requests, proposals, approvals, consents, and other  
2601 communications which this Agreement requires, authorizes, or contemplates shall,  
2602 except as otherwise specifically provided, be in writing and shall be effective when  
2603 personally delivered to a representative of the Parties at the address below or deposited  
2604 in the United States mail, first class postage prepaid, addressed as follows:

2605 If to County:

2606 County of San Joaquin

2607 County of San Joaquin - Department of Public Works

2608 Attention: Solid Waste Division

2609 Post Office Box 1810  
2610 Stockton, CA 95201-3018

2611 If to Contractor:

2612 Central Valley Waste  
2613 Daniel Uribe, District Manager  
2614 1333 E Turner Rd  
2615 Lodi, CA 95242

2616 The address to which communications may be delivered may be changed from time to  
2617 time by a notice given in accordance with this Section.

### 2618 **13.11 REPRESENTATIVE OF THE PARTIES**

2619 All actions to be taken by County related to this Agreement, shall be taken by the Director  
2620 except as otherwise provided in this Agreement or below. Director may delegate, in  
2621 writing, authority to other Department officials and may permit such officials, in turn, to  
2622 delegate in writing some or all of such authority to subordinate officers. Contractor may  
2623 rely upon actions taken by such delegates, if they are within the scope of the authority  
2624 properly delegated to them.

2625 Contractor shall, by the Effective Date of this Agreement, designate in writing a  
2626 responsible officer who shall serve as the representative of Contractor in all matters  
2627 related to the Agreement and shall inform County in writing of such designation and of  
2628 any limitations upon his/her authority to Contractor. County may rely upon action taken  
2629 by such designated representative as action of Contractor unless they are outside the  
2630 scope of authority delegated to him/her by Contractor as communicated to County.

### 2631 **13.12 DECLARED STATE OF EMERGENCY**

2632 Contractor will use commercially reasonable efforts to assist County, at the County's  
2633 request, with emergency collection service in the event of major disaster, such as an  
2634 earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on  
2635 negotiated services and rates between County and Contractor. County is not required to  
2636 utilize the services of Contractor. In addition, where the disaster results in the loss of  
2637 containers, Contractor shall replace the containers and County shall reimburse Contractor  
2638 for the cost of replacement.

### 2639 **13.13 NOTICE**

2640 This Agreement does not affect the rights or obligations of the Parties under Section  
2641 49520 of the Public Resources Code.



## ARTICLE 14: MISCELLANEOUS AGREEMENTS

### 14.1 PRIVACY

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

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

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

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

### 14.2 PUBLIC RECORDS ACT

The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Collector may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Collector's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Collector. Collector shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in Section 11.1 of this Agreement extend to any claim against the County and/or its Board, officers, employees, agents, assigns, volunteers, and any successors or assigns arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this Section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this Section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.



2680 **14.3 ENTIRE AGREEMENT**

2681 This Agreement, including the Exhibits, represents the full and entire agreement between  
2682 the Parties with respect to the matters covered herein.

2683 **14.4 SECTION HEADINGS**

2684 The article headings and section headings in the Agreement are for convenience or  
2685 reference only and are not intended to be used in the construction of this Agreement, nor  
2686 to alter or affect any of its provisions.

2687 **14.5 REFERENCES TO LAWS**

2688 All references in this Agreement to laws shall be understood to include such laws as they  
2689 may be subsequently amended or recodified, unless otherwise specifically provided.

2690 **14.6 INTERPRETATION**

2691 This Agreement shall be interpreted and construed reasonably and neither for nor against  
2692 either Party, regardless of the degree to which either Party participated in its drafting.  
2693 Unless the context requires a different reading, the term "including" when use in this  
2694 Agreement shall be read as a term of inclusion rather than exclusion.

2695 **14.7 AMENDMENT**

2696 This Agreement may not be modified or amended in any respect except by written  
2697 agreement duly approved and signed by the Parties.

2698 **14.8 SEVERABILITY**

2699 If any nonmaterial provision of this Agreement is for any reason deemed to be invalid and  
2700 unenforceable, the invalidity or unenforceability of such provision shall not affect any of  
2701 the remaining provisions of this Agreement which shall be enforced as if such invalid or  
2702 unenforceable provision had not been contained herein.

2703 **14.9 COUNTERPARTS**

2704 This Agreement may be executed in counterparts each of which shall be considered an  
2705 original.


2706 **14.10 EXHIBITS**

2707 Each of the Exhibits identified is attached hereto and incorporated herein and made part  
2708 hereof by this reference.

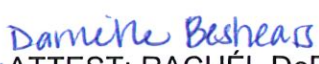
2709  
2710

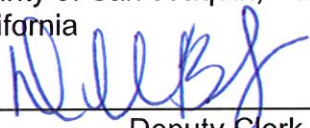
IN WITNESS WHEREOF, the parties have executed this Agreement as of  
October 8, 2024.

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

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

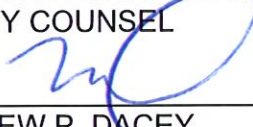
"COUNTY"

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


By   
Deputy Clerk



APPROVED AS TO FORM:  
COUNTY COUNSEL

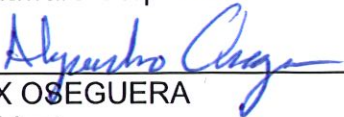
By   
MATTHEW P. DACEY  
Deputy County Counsel

RECOMMENDED FOR APPROVAL

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

2711

USA WASTE OF CALIFORNIA, INC.,  
a Delaware Corporation

By   
ALEX OSEGUERA  
President

"COLLECTOR"

CONTRACT FOR THE COLLECTION, RECYCLING AND  
DISPOSAL OF SOLID WASTE FOR THE REFUSE SERVICE  
AREAS A, B, E OF THE COUNTY OF SAN JOAQUIN

BETWEEN THE COUNTY OF SAN JOAQUIN

AND

USA WASTE OF CALIFORNIA, INC. DBA CENTRAL VALLEY  
WASTE SERVICES

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**EXHIBITS ONLY**



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## **EXHIBITS**

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

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

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

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

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

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

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

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

41 **Containers:** Carts

42 **Container Sizes:** 64-gallon Blue Carts (or comparable sizes approved by the County)  
43 as requested by Customer

44 Standard Container is a 64-gallon Cart, unless Customer requests  
45 an alternative size.

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

48 **Container Type:** Single compartment

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

51 **Service Location:** Curbside

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

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

55 **Additional Service:**

56 (All additional Containers provided at charge): Single-Family  
57 Customers may request additional Blue Container(s) and the  
58 Contractor shall charge the appropriate Rate approved by the  
59 County per Container.

60 Excess Cardboard and Source Separated Recyclable Materials  
61 Collection (Optional): Contractor shall allow Single-Family  
62 Customers to place up to one bundle of flattened cardboard (pieces  
63 no larger than 2 feet x 3 feet) adjacent to the Blue Container on their  
64 regularly-scheduled Collection day at no additional charge to the  
65 Customer or at County-approved Rate.



**Other Requirements:**

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

Contamination: Contractor may refuse to Collect a Blue Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 6.2.1.C.5 of the Agreement. For Customers with repeated incidents of contamination, Contractor may enforce remedies in accordance with Section 6.2.1.C.4 of this Agreement.

**2. SSGCOW Collection**

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

**Containers:** Carts

**Container Sizes:** 96-gallon Green Carts (or comparable sizes approved by the County) as requested by Customer.

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

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

**Container Type:** Single compartment

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

**Service Location:** Curbside

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

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

**Additional Service:**

Extra Containers:

(All additional Containers provided at charge): Single-Family Customers may request additional Green Container(s) and

101 the Contractor shall charge the appropriate Rate approved by  
102 the County per Container.

103 **Other Requirements:**

104 Size requirements: SSGCOW placed for Collection may not exceed  
105 six (6) inches in diameter and three (3) feet in length and must fit in  
106 the provided Cart.

107 Contamination: Contractor may refuse to Collect a Green Container  
108 that contains Prohibited Container Contaminants if Contractor  
109 complies with the contamination noticing process described in  
110 Section 6.2.1.C.5 of the Agreement. For Customers with repeated  
111 incidents of contamination, Contractor may enforce remedies in  
112 accordance with Section 6.2.1.C.4 of the Agreement.

113 **3. Gray Container Waste Collection**

114 **Containers:** Carts

115 **Container Sizes:** 35-, 64-, and 96-gallons Gray Carts (or comparable sizes approved  
116 by the County) as requested by Customer

117 Standard Container is a 64-gallon Cart unless Customer requests an  
118 alternative size.

119 Contractor shall provide Single-Family Customers with one (1) Gray  
120 Container.

121 **Container Type:** Single compartment

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

124 **Service Location:** Curbside

125 **Acceptable Materials:** Gray Container Waste

126 **Prohibited Materials:** Materials designated as acceptable Source Separated  
127 Recyclable Materials, materials designated for acceptable  
128 SSGCOW, Excluded Waste

129 **Additional Service:**

130 Extra Containers: Contractor shall provide additional Gray  
131 Containers to Single-Family Customers upon request and shall  
132 charge the appropriate Rate approved by the County.

133

134

135    **Other Requirements:**    None



136

137

## **EXHIBIT A.2 – SUPPLEMENTAL SINGLE-FAMILY PROGRAMS**

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138

### **1. Annual Curbside Clean Up**

- 140 **Containers:** Bagged, bundled, boxed or in a container
- 141 **Service Level:** 3 cubic yards, max weight of 50 lbs per item
- 142 **Service Frequency:** Once Annually in April
- 143 **Service Location:** Curbside
- 144 **Acceptable Materials:** Residential solid waste, bulky items
- 145 **Prohibited Materials:** No e-waste, hazardous waste, construction debris, liquids or  
146 auto parts allowed
- 147 **Other Requirements:** Single-family homes, duplexes and triplexes only. Items must  
148 be placed curbside by 5 a.m. on regular service day.

### **2. Annual E-Waste Events**

- 150 **Service Frequency:** Four events per year
- 151 **Service Location:** WM Central Valley Waste: 1333 E Turner Rd., Lodi, Ca 95241
- 152 **Acceptable Materials:** Televisions, Computer Monitors, Laptops, Computer Parts,  
153 Printers, Cell Phones, VCRs, Answering Machines,  
154 Radios/Stereos, Microwaves
- 155 **Prohibited Materials:** No Tires, Large Appliances, Explosives, or Radioactive  
156 Materials Accepted
- 157 **Additional Service:** Residents only, no Businesses.

### **3. [Reserved]**

### **4. Dump Day Vouchers**

- 160 Once annually, Contractor shall distribute one (1) voucher to each Single-Family  
161 Customer which allows for one (1) no-charge load of up to two (2) cubic yards of Reusable  
162 Items, Bulky Items, Source Separated Recyclable Materials, Yard Trimmings, and Gray  
163 Container Waste for Processing and/or Disposal at the appropriate Approved Facility.

164 **5. Dollar Dump Day**

165 Contractor shall provide access to Dollar Dump Day to all Single-Family Customers.

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

167 When requested by County, Contractor shall provide Collection, Transportation and  
168 Processing or Disposal service of up to ninety (90) cubic yards of on-call clean-up service  
169 per year, at no additional cost to Customers or the County. At the County's sole option,  
170 the County may direct the Contractor to provide such clean-up capacity in the form of  
171 abandoned waste ("hot spot") clean-up, temporary Roll-Off Box service for community  
172 events, large clean-up events at locations throughout the County, or any other  
173 arrangement deemed appropriate by the County, provided that Contractor shall not be  
174 required to Collect waste determined hazardous by Contractor.

175 **7. Christmas Tree Drop Off**

176 From December 26 through January 15, Single Family Customers may drop off Christmas  
177 trees at the Lodi Transfer Station at no cost.

178

179                   **EXHIBIT B – PROCESSING, TRANSFER, AND**  
180                   **DISPOSAL SERVICES AND FACILITY STANDARDS**

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

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

191                   **B.1 General Requirements**

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



202

Table B-1 Approved Facilities

203

Material Type	Approved Transfer and/or Processing Facility	Description of Processing Methodology (Processing Facility, composting Facility, in-vessel digestion, etc.)	Processing Facility Capacity Guarantor (County or Contractor)	Residue Disposal Facility
Source Separated Recyclable Materials	<p>Approved Source Separated Recyclable Materials Processing Facility:</p> <p>Central Valley (Lodi) MRF SWIS# 39-AA-0017 1333 E. Turner Road, Lodi, CA 95240</p> <p>SRT MRF SWIS# 34-AA-0195 8491 Fruitridge Road, Sacramento, CA 95826</p> <p>East Stockton MRF SWIS# 39-AA-0018 2435 Weber Avenue, Stockton, CA 95205</p> <p>Davis Street MRF SWIS# 01-AA-0007 2615 Davis Street San Leandro, CA 94577</p>	Processing Facilities	Contractor	<p>North County Landfill (may include equivalent tons) SWIS# 39-AA-0022 17720 East Harney Lane Lodi, CA 95240</p> <p>Actual Tons</p>

October 8, 2024

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County of San Joaquin  
WM

Franchise Agreement

Material Type	Approved Transfer and/or Processing Facility	Description of Processing Methodology (Processing Facility, in-composting Facility, in-vessel digestion, etc.)	Processing Facility Capacity Guarantor (County or Contractor)	Residue Disposal Facility
Yard Trimmings (If Processed separately from other SSGCOW)	Approved Organic Waste Processing Facility or Yard Trimmings-specific Processing Facility:  Central Valley Compost Facility SWIS# 39-AA-0051 916 Frewert Road, Lathrop, CA 95330  Altamont CASP SWIS# 01-AA-0325 10840 Altamont Pass Road, Livermore, CA 94551	Processing Facilities	Contractor	North County Landfill (may include equivalent tons) SWIS# 39-AA-0022 17720 East Harney Lane Lodi, CA 95240
Food Waste (If Processed Separately from other SSGCOW)	Approved Organic Waste Processing Facility or Food Waste-specific Processing Facility:  Central Valley Compost Facility SWIS# 39-AA-0051 916 Frewert Road, Lathrop, CA 95330  Altamont CASP SWIS# 01-AA-0325 10840 Altamont Pass Road, Livermore, CA 94551	Processing Facilities	Contractor	North County Landfill (may include equivalent tons) SWIS# 39-AA-0022 17720 East Harney Lane Lodi, CA 95240

October 8, 2024

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County of San Joaquin  
WM

Franchise Agreement

Material Type	Approved Transfer and/or Processing Facility	Description of Processing Methodology (Processing Facility, in-vessel digestion, etc.)	Processing Facility Capacity Guarantor (County or Contractor)	Residue Disposal Facility
SSGCOW	Approved Organic Waste Processing Facility:  Central Valley Compost Facility, Altamont CASP SWIS# 01-AA-0325 10840 Altamont Pass Road, Livermore, CA 94551	Processing Facility	Contractor	North County Landfill (may include equivalent tons) SWIS# 39-AA-0022 17720 East Harney Lane Lodi, CA 95240
Gray Container Waste	Approved Transfer Facility:  Central Valley (Lodi) Transfer Station, SWIS# 39-AA-0017 1333 E. Turner Road, Lodi, CA 95240  <b>Area E:</b> Lovelace 39-AA-0008 2323 Lovelace Road Manteca, CA 95336  Approved Disposal Facility:  <b>Area A, B:</b> North County Landfill SWIS# 39-AA-0022 17720 East Harney Lane Lodi, CA 95240	Not Applicable	County (Approved Disposal Facility)	Not Applicable

October 8, 2024

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County of San Joaquin  
WM

Franchise Agreement



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October 8, 2024

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County of San Joaquin  
WM  
Franchise Agreement

208 **B. Facility Capacity Guarantee.** The Facility Capacity Guarantor of each Approved  
209 Facility shall guarantee sufficient capacity over the Term of this Agreement to Transfer  
210 (if applicable), Transport, and Process or Dispose Discarded Materials Collected  
211 under this Agreement, pursuant to Table B-1, above. The Facility Capacity Guarantor  
212 of each Approved Processing Facility shall cause the Approved Processing  
213 Facility(ies) to recover or Process the Discarded Materials as appropriate; market the  
214 Source Separated Recyclable Materials, and SSGCOW recovered from such  
215 operations; and Dispose of Residue. Contractor shall provide the County, upon  
216 request, with documentation demonstrating the availability of such Transfer (if  
217 applicable), Transport, and Processing capacity for each Approved Facility for which  
218 they are the Facility Capacity Guarantor as described below. As of the Effective Date,  
219 the County is the Facility Capacity Guarantor of the Approved Disposal Facility, and  
220 shall cause the Approved Disposal Facility(ies) to Dispose of Gray Container Waste.

- 221 1. If Contractor's Subcontractor is the owner and/or operator of Approved Facilities:  
222 Upon County request, Contractor shall demonstrate that such capacity is  
223 available and allocated to the County by provision of its agreement with the  
224 Approved Facility(ies) owner(s)/operator(s) (Subcontractor(s)) documenting the  
225 Subcontractor's guarantee to accept the Discarded Materials Contractor delivers  
226 over the Term of this Agreement.

227 **C. Equipment and Supplies.** Contractor shall equip and operate the Approved Facilities  
228 for which they are the Facility Capacity Guarantor in a manner to fulfill Contractor's  
229 obligations under this Agreement, including achieving all applicable standards for  
230 Landfill Disposal reduction, Recycling, recovery, Diversion, Residue amount and  
231 content, and final product quality standards. Contractor is solely responsible for the  
232 adequacy, safety, and suitability of the Approved Facilities for which they are the  
233 Facility Capacity Guarantor. Contractor shall modify, enhance, and/or improve the  
234 Approved Facilities for which they are the Facility Capacity Guarantor as needed to  
235 fulfill service obligations under this Agreement, at no additional compensation from  
236 the County or Rates charged to Customers.

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

244 **D. Facility Permits.** Contractor or Facility operator shall keep all existing permits,  
245 licenses and approvals necessary for use of the Approved Facility(ies) for which they  
246 are the Facility Capacity Guarantor, in full regulatory compliance. Contractor, or

247 Facility operator, shall, upon request, provide copies of permits or other approvals  
248 and/or notices of violation of permits to the County.

249 E. **Transfer Facility.** At Contractor's option, Contractor may rely on a Transfer Facility  
250 and, in such case, shall Transport some or all Discarded Materials to an Approved  
251 Transfer Facility. At the Transfer Facility, Discarded Materials shall be unloaded from  
252 Collection vehicles and loaded into large-capacity vehicles and Transported to the  
253 Approved Facility(ies) for Processing or Disposal, as applicable for each type of  
254 Discarded Material, in a timely manner and in accordance with Applicable Law.  
255 Contractor or Subcontractor shall perform the following pre-Processing activities at  
256 the Approved Transfer Facility: Central Valley (Lodi) Transfer Station, 1333 East  
257 Turner Road, Lodi, CA 95240.

258 If Contractor delivers some or all Discarded Materials to a Transfer Facility, it shall  
259 receive assurances from the Facility operator that the Facility operator will Transport  
260 or arrange for Transport of the Discarded Materials to appropriate Approved  
261 Facility(ies) for Processing or Disposal, as applicable for each type of Discarded  
262 Material. In such case, Contractor shall receive written documentation from the Facility  
263 operator(s) of the Facilities used for Processing and Disposal of Discarded Materials,  
264 as applicable for each type of Discarded Material. Contractor shall pay all costs  
265 associated with Transport, Transfer, and Processing of all Source Separated  
266 Recyclable Materials and SSGCOW Collected in accordance with this Agreement,  
267 including marketing of recovered materials and Disposal of all Residue.

268 Contractor shall comply with separate handling requirements in this Exhibit B, Section  
269 B.2.B.

270 F. **County Approved Change in Facility(ies).** Contractor may change its selection of  
271 one or more of the Approved Facility(ies) for which Contractor is the Facility Capacity  
272 Guarantor following County Contract Manager's written approval, which may be  
273 conditioned on various factors including, but not limited to: the performance of the  
274 current versus proposed Facility, the permitting status of and LEA inspection records  
275 related to the proposed Facility, the distance of the Facility from the County, and any  
276 other factor that may reasonably degrade the value received by the County. If  
277 Contractor elects to use a Facility(ies) that is(are) not listed on the then-current list of  
278 Approved Facility(ies) in this Exhibit, it shall submit a written request for approval to  
279 the County fourteen (14) days prior to the desired date to use the Facility and shall  
280 obtain the County Contract Manager's written approval prior to use of the Facility.  
281 Contractor's compensation and Rates shall not be adjusted for a Contractor-initiated  
282 change in Facilities. County may require a change in any Approved Facility, and such  
283 change shall be addressed in accordance with Section 4.4 of the Agreement, with at  
284 least one year notice to Contractor. In the event that any changes described in this  
285 Section B-1.F result in inconsistencies with Table B-1, the Director may approve an  
286 updated Table B-1, which shall replace the prior Table B-1.

287 G. **Notification of Emergency Conditions.** Each Approved Facility shall notify the  
288 County Contract Manager of any unforeseen operational restrictions that have been



imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Facility from Processing the Discarded Materials Collected under this Agreement.

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

In the event an Approved Facility becomes unavailable due to the negligence, illegal activity, neglect, or willful misconduct of Contractor, Contractor shall bear all additional costs for use of an Alternative Facility including increased Processing costs, Disposal Costs, Transportation costs, Transfer costs, and all other costs. The Parties agree that an Approved Facility shall only be deemed to be "unavailable" if one or more of the following has occurred: (i) an uncontrollable circumstance as described in Section 12.5 of this Agreement has occurred; (ii) a Facility has lost one or more permits to operate; (iii) a Facility has exhibited a pattern of violation through the receipt of repeated notices of violation from one or more regulatory agencies. The Parties agree that a Facility shall only be deemed to be "unavailable" if the lack of availability of the Facility is not due to Contractor's negligence, illegal activity, neglect, or willful misconduct.

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

**I. Discarded Materials Monitoring/Waste Evaluation Requirements.** Contractor shall conduct material sampling, sorting, and waste evaluations of various material

streams as further described in this Exhibit B, Section B.6 to meet or exceed SB 1383 Regulatory requirements.

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

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

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

## **B.2 Processing Standards**

A. **Recovery Required.** Contractor agrees to Transport and deliver all Source Separated Recyclable Materials and SSGCOW, Collected under this Agreement to an Approved Facility for Processing as applicable for each material type. Contractor shall conduct Processing activities for all Source Separated Recyclable Materials and SSGCOW to recover Recyclable materials and Organic Waste to reduce Disposal. The Processing shall be performed in a manner that minimizes Disposal to the greatest extent practicable and complies with Applicable Law, including SB 1383 Regulations.

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

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

Upon request of the County, Contractor shall provide a certified statement from the Facility operator documenting its Residue level. The Residue level shall be calculated separately for each material type and for each Approved Facility used for Recycling

and Processing. The Residue level calculation method shall be reviewed and approved by the County.

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

**E. SSGCOW Processing Standards**

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

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

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

i. On and after January 1, 2022, less than 20 percent (20%); and,

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

b. An "In-vessel Digestion Operation or Facility" as defined in 14 CCR Section 17896.5. The in-vessel digestion facility or operation shall, pursuant to 14 CCR Section 17896.44.1, demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:

i. On and after January 1, 2022, less than 20 percent (20%); and,

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

c. A "Biomass Conversion Operation" as defined in Section 40106 of the California Public Resources Code.

- 405 d. Soil amendment for erosion control, revegetation, slope stabilization, or  
406 landscaping at a Landfill, that is defined as a reduction in Landfill Disposal  
407 pursuant to 14 CCR Section 18983.1(b)(5).
- 408 e. Land application of compostable materials consistent with 14 CCR Section  
409 17852(a)(24.5) and subject to the conditions in 14 CCR Section  
410 18983.1(b)(6).
- 411 f. Lawful use as animal feed, as set forth in California Food and Agricultural  
412 Code Section 14901 et seq. and Title 3, Division 4, Chapter 2, Subchapter  
413 2 commencing with 14 CCR Article 1, Section 2675.
- 414 g. Other operations or facilities with processes that reduce short-lived climate  
415 pollutants that are approved by the State in accordance with 14 CCR  
416 Section 18983.2.
- 417 If Contractor is interested in using an operation, Facility, or activity not expressly  
418 identified above and not specifically identified in 14 CCR Section 18983.1(b) for  
419 SSGCOW Processing, Contractor shall be responsible for securing the  
420 necessary approvals from CalRecycle, pursuant to 14 CCR Section 18983.2, that  
421 the Facility's Process or technology constitutes a reduction in Landfill Disposal  
422 pursuant to 14 CCR Section 18983.1(b)(8) prior to the County's final approval of  
423 such operation, Facility, or activity.
- 424 3. Preparation of Materials for Processing. The Contractor shall be responsible for  
425 preparing materials for Processing at the Approved Organic Waste Processing  
426 Facility, which shall include, but is not limited to, removal of visible physical  
427 contaminants such as plastic, glass, metal, and chemicals prior to size reduction.
- 428 4. Limits on Incompatible Materials in Recovered Organic Waste
- 429 a. Limits. Except as described in this Exhibit B, Section B.2.F.4.c,  
430 Contractor's Processing Facility or operation shall only send offsite that  
431 Organic Waste recovered after Processing the SSGCOW that meets the  
432 following requirements or as otherwise specified in 14 CCR Section  
433 17409.5.8(a):
- 434 i. On and after January 1, 2022 with no more than 20 percent (20%) of  
435 Incompatible Material by weight; and,
- 436 ii. On and after January 1, 2024 with no more than 10 percent (10%) of  
437 Incompatible Material by weight.
- 438 b. Measurement. Contractor shall measure the actual levels of Incompatible  
439 Materials in accordance with procedures described in 14 CCR Section  
440 17409.5.8(b).



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

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

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

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

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

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

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

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

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

463 F. **Marketing.** Contractor shall be responsible for marketing materials recovered from  
464 Discarded Materials Collected under this Agreement and Processed at Approved  
465 Facilities for which Contractor is the Facility Capacity Guarantor.. Contractor's  
466 marketing methods for materials shall be performed in a manner that supports  
467 achievement of Disposal reductions and in such a manner that complies with State  
468 statutes, including, but not limited to, AB 901, AB 939, SB 1016, AB 341, AB 1594,  
469 AB 1826, and SB 1383, and corresponding regulations. Contractor shall retain  
470 revenues resulting from the sale and marketing of said materials.

471 Upon request, Contractor shall provide proof to the County that all Source Separated  
472 Recyclable Materials and SSGCOW Collected by Contractor were Processed and  
473 recovered materials were marketed for recovery, salvage, or Reuse or as organics  
474 products in such a manner that materials are not deemed Landfill Disposal pursuant  
475 to 14 CCR Section 18983.1(a) and in a manner that materials are deemed Diversion  
476 pursuant to AB 939. All Residue from the Recycling and Processing activities that is  
477 not marketed shall be reported to the County as Residue and accounted for as

Disposal Tonnage at the Approved Disposal Facility. No Source Separated Recyclable Materials or SSGCOW shall be Transported to a domestic or foreign location if Landfill Disposal, as defined in 14 CCR Section 18983.1(a) of such material is its intended use. If Contractor becomes aware that a broker or buyer has illegally handled, Disposed of, or used material generated in the County that is not consistent with Applicable Law, Contractor shall immediately inform the County and terminate its contract or working relationship with such party. In such case, Contractor shall find an alternative market for the material(s) recovered from the Source Separated Recyclable Materials and/or SSGCOW that is compliant with Applicable Law.

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

**I. Disposal of Source Separated Recyclable Materials and SSGCOW Prohibited.**

With the exception of Processing Residue, Source Separated Recyclable Materials and SSGCOW Collected under this Agreement may not be Disposed of in lieu of Recycling, Processing, or marketing the material, without the expressed written approval of the Director or their designee.

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

In addition, the request shall describe the Contractor's proposed interim plans for implementation while the County is evaluating its request. If the County objects to the interim plans, the County shall provide written notice to the Contractor and request an alternative arrangement. The County shall consider the Contractor's request and inform Contractor in writing of its decision within fourteen (14) days. Depending on the nature of the Contractor's request, County may extend the fourteen (14) day period, at its own discretion, to provide more time for evaluation of the request and negotiation of an acceptable arrangement with the Contractor.

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

- A. **Disposal of Gray Container Waste Collected.** Contractor shall Transport all Gray Container Waste Collected under this Agreement to the Approved Disposal Facility.
- B. **Disposal at Approved Facility.** Contractor shall not Dispose of Gray Container Waste or Residue by depositing it on any public or private land, in any river, stream, or other waterway, or in any sanitary sewer or storm drainage system or in any other manner which violates Applicable Laws.
- C. **Disposal Services.** The Party named as Facility Capacity Guarantor for the Approved Disposal Facility shall provide Disposal services at the Approved Disposal Facility.

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

- A. **Maintenance and Operation.** This Section B.4 of Exhibit B applies to motor vehicle scales used at the Approved Facilities for which Contractor is the Facility Capacity Guarantor. Approved Facilities shall be equipped with one or more State-certified motor vehicle scales in accordance with Applicable Law. Upon request, Contractor shall arrange for Facility operator to provide documentary evidence of such scale certification within ten (10) days of County's request during the Term. Licensed weigh master(s) shall operate those scales to weigh all inbound and outbound Collection vehicles Transporting Discarded Materials and all Transfer vehicles Transporting materials to another site. Contractor shall arrange for Facility operator to provide County with access to weighing information at all times and copies thereof within three (3) Business Days following the County's request. Exceptions to weighing requirements are specified in this Exhibit B, Section B.4.G.
- B. **Vehicle Tare Weights for Approved Facility(ies).** Within thirty (30) days prior to the Commencement Date, Contractor shall coordinate with the Facility operator(s) to ensure that all Collection vehicles used by Contractor to Transport Discarded Materials to Approved Facilities are weighed to determine unloaded ("tare") weights. Contractor shall work with Facility operator(s) to electronically record the tare weight, identify vehicle as Contractor's, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide County with a report listing the vehicle tare weight information upon request. Contractor shall promptly coordinate with Facility operator to weigh additional or replacement Collection vehicles prior to Contractor placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) days of a County request, and shall re-tare vehicles immediately after any major maintenance service that could impact the weight of the vehicle by greater than five percent.
- C. **Substitute Scales.** If any scale at an Approved Facility is inoperable, being tested, or otherwise unavailable, Facility operator shall use reasonable business efforts to weigh vehicles on the remaining operating scale(s). To the extent that all the scales are inoperable, being tested, or otherwise unavailable, Facility operator shall substitute

553 portable scales until the permanent scales are replaced or repaired. Facility operator  
554 shall arrange for any inoperable scale to be repaired as soon as possible.

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

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

563 E. **Weighing Standards and Procedures.** At the Approved Facilities, Facility operator  
564 shall weigh and record inbound weights of all vehicles delivering Discarded Materials  
565 when the vehicles arrive at the Facility. In addition, Facility operator shall weigh and  
566 record outbound weights of vehicles for which Facility operator does not maintain tare  
567 weight information. Furthermore, Facility operator shall weigh and record outbound  
568 weights of all Transfer vehicles Transporting Discarded Materials from a Transfer  
569 Facility to another Approved Facility(ies) for Processing or Disposal.

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

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

584 H. **Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded  
585 on video cameras at the Approved Facilities, Contractor shall make those videos  
586 available for County review during the Approved Facilities' operating hours, upon  
587 request of the County, and shall provide the name of the driver of any particular load  
588 if available.

## 589 **B.5 Rejection of Excluded Waste**

590 A. **Inspection.** Contractor will use standard industry practices to detect and reject  
591 Excluded Waste in a uniform and non-discriminatory manner and will not knowingly



accept Excluded Waste at the Approved Facility(ies) for which Contractor is the Facility Capacity Guarantor. Contractor will comply with the inspection procedure contained in its permit requirements. Contractor will promptly modify that procedure to reflect any changes in permits or Applicable Law.

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

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

- A. General.** Contractor shall conduct the following "evaluations" at Approved Facilities for which Contractor is the Facility Capacity Guarantor if required by Applicable Law referenced below:

1. Gray Container Waste Evaluations. If applicable pursuant to 14 CCR Section 17409.5.7, Contractor shall conduct waste evaluations of Gray Container Waste at Approved Processing Facilities that receive Gray Container Waste in accordance with 14 CCR 17409.5.7.
2. Organic Waste Recovery Efficiency Evaluations. If applicable pursuant to 14 CCR Sections 17409.5.1 to 17409.5.5 and 17409.5.8, Contractor shall conduct waste evaluations at Approved Processing Facility(ies) in accordance with 14 CCR Sections 17409.5.1 to 17409.5.5 and 17409.5.8.
3. Evaluation of Organic Waste in Residuals. If applicable pursuant to 14 CCR Sections 17409.5.3, 17409.5.5, 17867, and/or 17896.44.1, Contractor shall conduct compliance evaluations of Organic Waste to determine the level of Organic Waste in materials sent for Disposal in accordance with 14 CCR Sections 17409.5.3 (transfer/processor for Mixed Waste), 17409.5.5 (transfer/processor for SSGCOW/SSBCOW), 17867 (Compost operations and facilities), and 17896.44.1 (In-vessel digestion operations and facilities).

- B. Record Keeping and Reporting.** For the evaluations described above, Contractor shall maintain all records and submit reports to CalRecycle as described in 14 CCR Division 7, Chapter 3, Article 6.3; 14 CCR Division 7, Chapter 3.1, Article 8; and 14 CCR Division 7, Chapter 3.2, Article 4; and, 14 CCR Sections 18815.5 and 18815.7,

630 as applicable. Contractor shall report this information to the County on a monthly basis  
631 in accordance with Exhibit D.

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

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

640

641

## EXHIBIT C – LIQUIDATED DAMAGES

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

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

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



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

	<b>Event of Non-Performance</b>	<b>Liquidated Damage</b>
21	<b>Uncovered Loads.</b> Failure to properly cover materials in Collection vehicles.	\$100 / occurrence
22	<b>Materials Emanating from Vehicle.</b> Each occurrence of Collected materials emanating from Contractor's vehicles following Collection.	\$100 / occurrence
23	<b>Inaccurate Billing.</b> Each Complaint received where the Contractor billed a Customer in error, to the extent exceeding a 1% error rate. Inaccurate billing may include, but is not limited to: (i) either over- or under-charging of the Customer relative to the approved Rates for services, (ii) charging the Customer a Rate that is not the same as other Customers with the same Service Level; (iii) charging a Customer for an increased Service Level prior to providing the service; (iv) not charging a Customer for reduced Service Level within seven (7) of the date Customer requested the change regardless of whether or not Contractor delivers the appropriate Containers or modifies the Service Level within that timeframe.	\$100 / occurrence
24	<b>Failure to Commence Service.</b> Any failure by Contractor to deliver a Container and begin providing Collection to a Customer, at the Service Level requested by said Customer, within fourteen (14) calendar days of receiving such request. This may include a new Customer receiving new service or an existing Customer requesting a change in or addition to existing Service Levels.	\$100 / occurrence
25	<b>Failure to Exchange Container.</b> Any failure by Contractor to exchange a Container within ten (10) Business Days of notification that a change in the size or number of Containers is required.	\$100 / Container / day
26	<b>Failure to Replace Container.</b> Any failure by Contractor to replace a damaged or defaced Container within the timeline required in Section 7.5.C	\$100 / Container / day
27	<b>Failure to Replace Container or Remove Graffiti.</b> Any failure by Contractor to replace or repair a damaged Container within	\$100 / occurrence

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

645  
646

**EXHIBIT D –  
RECORD KEEPING AND REPORTING**

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**D.1 General**

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

**D.2 Record Keeping**

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

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

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



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

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

704 **C. Maintenance of Financial and Operational Records.** The Contractor shall maintain  
705 complete financial statements and accounting records for operations under this  
706 Agreement. Contractor shall account for revenues received and expenses incurred as  
707 a result of this Agreement separately from the accounting for other operations  
708 performed by Contractor or its Affiliates. The Gross Receipts derived from the  
709 Collection Services under this Agreement, whether such services are performed by  
710 the Contractor, by an Affiliate, or by a Subcontractor, shall be recorded as revenues  
711 in the accounts of the Contractor. Upon demand, the Contractor shall permit the  
712 County Contract Manager to examine and audit the books of account of the Contractor  
713 at any and all reasonable times for the purpose of verifying Contractor's performance  
714 under this Agreement. Upon request, the Contractor shall allow the County Contract  
715 Manager to examine the reports of Gross Receipts and the invoices pertaining to any  
716 fee or charge approved by the County for Services provided under this Agreement.  
717 Such request shall be made at reasonable times and with reasonable notice.

718 In the event that an extraordinary Rate adjustment pursuant to Section 10.3,  
719 reasonably necessary records shall be subject to review in accordance with  
720 appropriate professional standards, and inspection, for the primary purpose of  
721 reviewing changes in costs to the Contractor attributable to the extraordinary Rate  
722 adjustment request, at any reasonable time by an independent third party. The  
723 selection of the independent third party as well as the scope of work for such review  
724 shall be approved in advance by the County Contract Manager. The independent  
725 reviewer shall provide any and all drafts of its review to the County and the Contractor.  
726 The Party requesting the extraordinary Rate adjustment review shall bear the cost of  
727 the review.

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

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

### 749 D.3 Audits and Inspection by County

750 At a mutually agreed upon time during normal business hours, but within five (5) work  
751 days of a written request, Contractor shall make available to the County for examination  
752 at reasonable locations within the County the Contractor's data and records with respect  
753 to the matters covered by this Agreement and the County Code. Contractor shall permit  
754 the County, or its designee, to audit, examine, and make excerpts or transcripts from such  
755 data and records, and make audits of all data relating to all matters covered by this  
756 Agreement and the County Code. Contractor shall maintain such data and records in an  
757 accessible location and condition for a period of not less than three (3) years following  
758 the County's receipt of final payment under this Agreement unless the County agrees in  
759 writing to an earlier disposition. The County, or its designee, shall maintain the  
760 confidentiality of the Contractor's Customer list and other proprietary information, to the  
761 extent allowed by law.

### 762 D.4 Reporting

#### 763 D.4.1 General

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

768 State or federal agency statutes and regulations throughout the Term of this  
769 Agreement.

770 B. **Failure to Report.** Failure of Contractor to comply with the reporting requirements as  
771 set forth in this Section may result in an assessment of Liquidated Damages in  
772 accordance with the Liquidated Damages provision in Section 12.7 of this Agreement  
773 and Exhibit C. Contractor's repeated failure to submit reports, and/or failure to submit  
774 reports on time, may be deemed an event of default and may result in the termination  
775 of the Agreement at the discretion of the Director, in accordance with Article 12 of this  
776 Agreement.

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

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

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

#### 790 D.4.2 Quarterly Reports

791 Quarterly reports shall be submitted by Contractor to County and shall include the  
792 following information pertaining to the most recently-completed calendar quarter.  
793 Information shall be reported by month, such that data is tracked and documented on a  
794 monthly basis, but submitted to the County on a quarterly basis. In addition, each quarterly  
795 report shall include a year-to-date summary page that includes the data submitted from  
796 the quarterly report(s) submitted in the calendar year prior to the submittal of the current  
797 quarterly report. Contractor shall report the information included in the following  
798 subsections.

#### 799 A. Tonnage Report

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

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

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

810 b. Approved Facility and Facility type.

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

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

815

816 **B. Diversion Report**

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

819 **Monthly:**

820 Tons collected – Tons Diverted = Tons Disposed.

821 Tons Diverted ÷ Tons collected = Diversion percentage.

822

823 **Year-to-date:**

824 Total Tons collected – Tons Diverted = Tons Disposed.

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

826

827 **C. Collection and Subscription Report**

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

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

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

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

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

842 4. Number of Bulky Item Collection events .



843

844 **D. Contamination Monitoring Report**

845 Hauler Route Reviews (Section 6.2)

846 The Contractor shall submit the following information regarding contamination  
847 monitoring Hauler Route reviews conducted pursuant to Section 6.2 of this  
848 Agreement:

849 1. The number of Hauler Route reviews conducted pursuant to Section 6.2 of this  
850 Agreement;

851 2. Description of the Contractor's process for determining the level of  
852 contamination;

853 3. Summary report of non-Collection notices, courtesy Collection notices, and/or  
854 contamination processing fee assessment notices issued, which for each notice  
855 shall include the date of issuance, Customer name, and service address.

856 4. A record of each inspection and contamination incident, which shall include, at a  
857 minimum:

858 a. Name of the Customer

859 b. Address of the Customer

860 c. The date the contaminated Container was observed

861 d. The staff who conducted the inspection

862 e. The total number of violations found and a description of what action was  
863 taken for each

864 f. Upon specific request, copies of all notices issued to Generators with  
865 Prohibited Container Contaminants

866 g. Upon specific request, any photographic documentation or supporting  
867 evidence.

868 5. Documentation of the total number of Containers Disposed of due to observation  
869 of Prohibited Container Contaminants;

870 6. A list of all Customers assessed contamination Processing fees, pursuant to  
871 Section 6.2 of this Agreement, including the Customer name, Customer address,  
872 and reason for the assessment of the contamination Processing fee, and the total  
873 number of instances contamination Processing fees were assessed in the month  
874 and the total amount of fees collected in the month.

875 7. Any other information reasonably requested by the County or specified in  
876 contamination monitoring provisions of this Agreement.

877 **E. SB 1383 Complaints Report**

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

- a. Total number of complaints received and total number of complaints investigated
- b. Copies of documentation recorded for each complaint received, which shall at a minimum include the following information:
  - i. The complaint as received;
  - ii. The name and contact information of the complainant, if the complaint is not submitted anonymously;
  - iii. A description of the alleged violation; including location(s) and all other relevant facts known to the complainant;
  - iv. Any relevant photographic or documentary evidence submitted to support the allegations in the complaint.
- c. Copies of all complaint reports submitted to the County.
- d. Copies of all investigation reports submitted to the County, which shall include at a minimum:
  - i. The complaint as received;
  - ii. The date the Contractor investigated the complaint;
  - iii. Documentation of the findings of the investigation;
  - iv. Any photographic or other evidence collected during the investigation; and,
  - v. Contractor's recommendation to the County on whether or not the entity investigated is in violation of SB 1383 Regulations based on the Contractor's investigation.

#### **F. Education Program Report**

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

#### **G. Discarded Materials Evaluation Reports**

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

910 **D.4.3 Annual Reports**

911 In addition to the quarterly reporting requirements in this Exhibit D, Section D.4.2, the  
912 Contractor shall provide an Annual Report, covering the most recently-completed  
913 calendar year, in accordance with the format and submittal requirements of this Exhibit.  
914 The Annual Report shall include the information in the following subsections.

915 **A. Collection and Subscription Report**

- 916 1. A summary of all data provided in the Tonnage report section, including quarterly  
917 and annual totals and averages.
- 918 2. The type(s) of Collection service(s) provided, a list of all Hauler Routes serviced,  
919 and a record of the addresses served on each Hauler Route. (
- 920 3. A summary of Customer subscription data, including the number of accounts; the  
921 total number of Generators enrolled with Contractor for service, listed separately  
922 by service level and Container type (Cart, Bin, and Roll-Off service, as applicable),  
923 separately for each type of Discarded Material; and the number of Bulky Items  
924 Collections performed.
- 925 4. A detailed list of Customer information, including Gray Container Waste, Source  
926 Separated Recyclable Materials, and SSGCOW Service Levels, and Customer  
927 service addresses reflecting Customer Service Levels as of December 1 (for the  
928 year in which the report is submitted)

929 **B. Processing Facility Report**

- 930 1. Temporary Equipment or Operations Failure: If the Contractor is granted a  
931 processing facility temporary equipment or operational failure waiver the  
932 Contractor shall include the following documents and information:
- 933 a. The number of days the Processing Facility temporary equipment waiver  
934 or operation failure waiver was in effect;
- 935 b. Copies of any notifications sent to the County, and copies of County  
936 notices to;
- 937 c. Documentation setting forth the date of issuance of the waiver, the  
938 timeframe for the waiver; and,
- 939 d. A record of the tons of Organic Waste, Source Separated Recyclable  
940 Materials, SSGCOW, and/or Gray Container Waste redirected to an  
941 Alternative Facility or Disposed at an Approved Disposal Facility as a result  
942 of the waiver, recorded by Collection vehicle or transfer vehicle  
943 number/load, date, and weight.

944 . . .

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

1. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Section 6.3 of the Agreement, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
2. A record of the date and to whom the information was disseminated or direct contact made, in the form of a list that includes: the Generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.
3. The number of Organic Waste Generators that received information and the type of education and outreach used.
4. For any mass distribution through mailings or bill inserts, the Contractor shall maintain a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
5. A copy of electronic media, including the dates posted of: social media posts, e-mail communications, or other electronic messages.
6. A summary of the status of the annual education plan of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities.
7. The annual public education plan required by Section 6.3 of the Agreement for the upcoming then-current calendar year. For example, Contractor submittal of a 2024 annual report in February 2025 shall include Contractor submittal of the annual public education plan for calendar year 2025.

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

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

#### **E. Vehicle and Equipment Inventory**

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



985 2. If applicable, the name, physical location, and contact information of each entity,  
986 operation, or facility from whom the RNG was procured.

987 3. If applicable, the total amount of RNG procured by the Contractor for use in  
988 Contractor vehicles, in diesel gallon equivalents (DGE), including copies of any  
989 receipts, invoices, or other similar documentation evidencing procurement. In  
990 addition to the amount procured, Contractor shall include the total amount actually  
991 used in Contractor vehicles in the calendar year, if these values are different.

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

993 Provide a statement detailing Gross Receipts from all operations conducted or  
994 permitted pursuant to this Agreement and report of all County fees paid in accordance  
995 with Article 9 of this Agreement. Provide a list of Customers that are sixty (60) or more  
996 days past due and include the following information for each delinquent account:  
997 name; service address; contact information; number of days the account is delinquent.

998 **D.4.4 Additional Reports**

999 **A. Upon Incident Reporting.** County reserves the right to request additional reports or  
1000 documents in the case of unforeseen events or additional requirements imposed upon  
1001 the County. The Contractor shall provide the requested reports, documents, or  
1002 information within ten (10) Business Days upon receipt of the request or such  
1003 additional time as is reasonable under the circumstances.

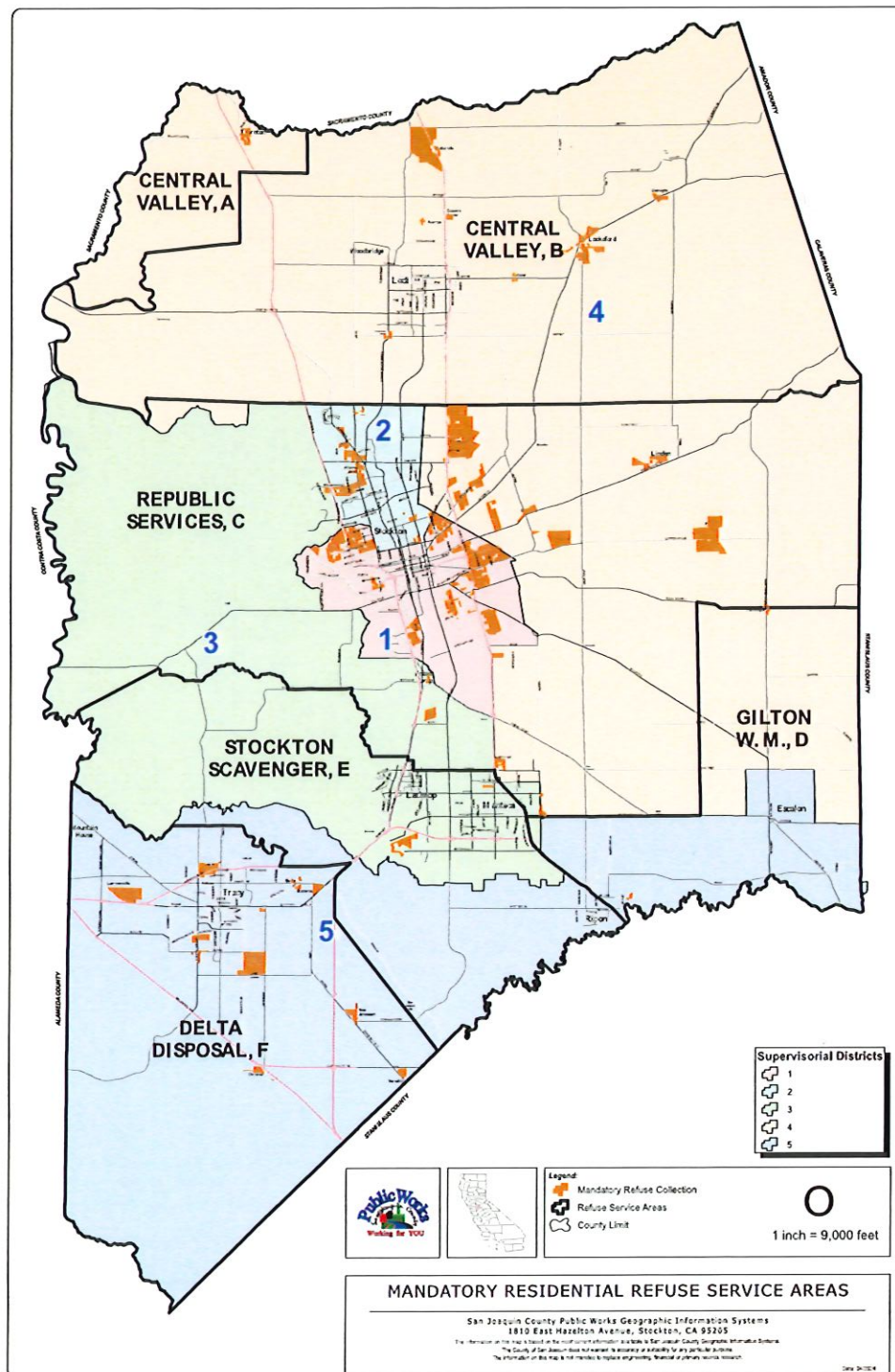
1004 **B. AB 901 Reporting.** At County's option, County may require that Contractor provide  
1005 the County copies of Contractor's AB 901 reports on a regular basis or within ten (10)  
1006 Business Days of the request.

1007 **C. CALGreen Code Compliance.** Contractor shall maintain records of any information  
1008 or documentation required to demonstrate compliance with the California Green  
1009 Building Standards Code (CALGreen Code), as adopted by County Municipal Code  
1010 Section 5-2954. County may request that this information be included in the monthly  
1011 or annual report(s), as it pertains to the services provided under this Agreement.  
1012 County shall notify the Contractor of this request within ten (10) Business Days prior  
1013 to the submittal deadline of the monthly and/annual report where the information is to  
1014 be included.

1015 **D. Facility Capacity Planning Information.** County may require Contractor to provide  
1016 County with information of available Organic Waste Processing capacity for any  
1017 Approved Processing Facilities, where available capacity may include identification of  
1018 monthly Tons of additional Organic Waste such Approved Facilities have the ability to  
1019 receive within permitted limits. Contractor shall respond to County within 60 days of  
1020 County's request for information regarding available new or expanded capacity, and,  
1021 at County's option, may be required to submit reports on a more regular basis (such  
1022 as monthly, quarterly, or annually). If Contractor uses a Subcontractor to perform  
1023 some or all of the Facility-related services required by this Agreement, Contractor shall  
1024 secure any County-requested Facility capacity planning information from its

- 1025 Subcontractor(s). The annual Facility capacity planning report shall comply with the  
1026 following:
- 1027 1. Include reports of current throughput and permitted capacity and available  
1028 capacity for SSBCOW and SSGCOW Processing for any Facility in the County  
1029 that processes SSBCOW and/or SSGCOW. Existing capacity may include  
1030 identification of monthly Tons of additional Source Separated Recyclable  
1031 Materials, SSGCOW, SSBCOW, and/or Mixed Waste capacity such Facility has  
1032 the ability to receive within permitted limits.
- 1033 2. Include description of potential new or expanded Processing capacity at those  
1034 Facilities, operations, and activities for Processing of SSBCOW and/or Organic  
1035 Materials, including information about throughput and permitted capacity  
1036 necessary for planning purposes.
- 1037 3. Be submitted using a form or format approved by the County Contract Manager.
- 1038 F. **Customized Reports.** County reserves the right to request Contractor to prepare and  
1039 provide customized reports from records Contractor is required to maintain.
- 1040

## EXHIBIT E – REFUSE SERVICE AREA MAP



## EXHIBIT F — RATES FOR RATE PERIOD ONE

Areas A, B & E - USA WASTE OF CALIFORNIA, INC. Residential Refuse Collection Rate Rate Period 1 Effective January 1, 2025		
	Service Category	Rate
[1]	Curbside Collection – All Areas:	See note [1]
*	Base Service - All Areas* (includes Black/Gray, Blue (64 gal.), and Green (96 gal.) Containers)	
	35 Gal.	\$41.27
	64 Gal. (Default Size)	\$57.58
	96 Gal.	\$63.94
[2]	Senior Citizens	
	35 Gal.	\$33.02
	64 Gal.	\$49.33
	96 Gal.	\$55.69
[3]	Low Volume [5]	Discontinued [4]
[4]	Low Income	
	35 Gal.	\$28.89
	64 Gal.	\$45.20
	96 Gal.	\$51.56
*	Additional carts available at listed cost for respective size container.	
[1]	When disposal site gate fees are adjusted by COUNTY, residential refuse collection rates shall be adjusted by multiplying the amount of the annual per ton gate fee increase by 0.12 and rounded to the nearest one cent, to arrive at the amount of the residential rate increase allowed per month per equivalent 35-gallon basic container service, and proportionately for larger sized containers.	
[2]	A Senior discount of 20% may be applied to the first service level.	
[3]	Low Volume discounts are discontinued as all refuse containers must meet SB 1383 standards.	
[4]	A Low Income or of 30% may be applied to the first service level.	
	<b>Contamination Fee</b>	
	Repeated instances of prohibited materials placed in incorrect containers (as listed above) incur contamination fee of 25% of services rate.	
	30 Gal. ....	\$10.32
	60 Gal. ....	\$14.40
	90 Gal. ....	\$15.99
	<b>Additional Services for Mandatory Residential Customers</b>	
	One (1) no-charge annual curbside pick-up service per customer.	
	Four (4) annual e-waste events at Collector Owned transfer station.	
	One (1) no-charge dump voucher annually to Collector Owned transfer station.	
	One (1) annual Dollar Dump Day at Collector Owned transfer station.	
	Seven(7) hot spot cleanups requested by County.	
	Christmas Tree Drop Off at Collector Owned transfer station.	



1045

## **EXHIBIT G — ACCEPTABLE MATERIALS LISTS**

---

- 1046 1. Gray Container Waste Collection  
1047 Regular non-hazardous household waste  
1048 Clothing, carpet and textiles  
1049 Tangling items (hoses, cords, rope, leashes, wire, holiday lights, chains)  
1050 Pet waste, diapers  
1051 Foam containers  
1052 Candy, snack, food wrappers  
1053 Broken ceramic and glass dishes and pots  
1054 Non-hazardous medical waste
- 1055 2. Blue Container Source Separated Recyclable Materials Collection  
1056 Metal: empty tin, aluminum and steel cans  
1057 Glass: Bottles and jars  
1058 Plastic: Bottles, jugs and tubs  
1059 Paper: Paper, newspaper and magazines  
1060 Carboard: flattened, to fit within service container  
1061 No bagged recyclables, plastic bags, plastic wrap or film  
1062 No tangling items (hoses, cords, rope, leashes, wire, holiday lights, chains)  
1063 No clothing, furniture, carpet  
1064 No Polystyrene foam or packing peanuts  
1065 No medical waste  
1066 No electronics or batteries
- 1067 3. Source Separated Green Container Organic Waste (SSGCOW)  
1068 Yard waste: grass clippings, leaves, shrubs, plant material, branches cut to  
1069 3ft  
1070 Food waste: fruits, vegetables, bread, meat, dairy, pasta, bones  
1071 Food spoiled paper: napkins, paper plates (no plastic or wax coating), pizza  
1072 boxes