COLLECTION SERVICES AGREEMENT

FOR THE PROVISION OF

RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLABLE MATERIALS AND ORGANIC WASTE COLLECTION SERVICES

Executed Between the
City of Thousand Oaks and Arakelian Enterprises, Inc.
d/b/a Athens Services

This 1st day of January 2022
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This Agreement is effective as of January 1, 2022 (“Effective Date”), and is between the City of Thousand Oaks, a general law city of the State of California, referred to as "City" and Arakelian Enterprises, Inc. d/b/a Athens Services referred to as "Contractor".

Now, therefore, in consideration of the mutual covenants, agreements and consideration contained in this Agreement, City and Contractor agree as follows:
Article 1. Definitions

For the purpose of this Collection Services Agreement, referred to as “Agreement”, the definitions contained in this Article apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender includes the feminine gender. The meaning of terms or words not defined in this Article will be as commonly understood in the solid waste collection services industry when the common understanding is uncertain.

1.01 **AB 341.** “AB 341” means State of California Assembly Bill No. 341 approved October 5, 2011. AB 341 requires businesses, defined to include commercial or public entities that generate more than 4 cubic yards of commercial solid waste per week or multifamily residential dwellings of 5 units or more, to arrange for recycling services and requires jurisdictions to implement a commercial solid waste recycling program.

1.02 **AB 827.** “AB 827” means State of California Assembly Bill No. 827 approved October 02, 2019. AB 827 requires businesses that are mandated to recycle under AB 341 (“MCR”) and/or mandated to recycle organics under AB 1826 (“MOR”) or SB 1383 and that provide customers access to the business, to provide customers with a recycling bin and/or organics collection bin for those waste streams that is visible, easily accessible, and adjacent to each bin or container for trash.

1.03 **AB 939.** “AB 939” or “The Act” means “The California Integrated Waste Management Act of 1989” codified in part in Public Resources Code §§ 40000 et seq, as it may be amended and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

1.04 **AB 1594.** “AB 1594” means State of California Assembly Bill No. 1594 approved September 28, 2014. AB 1594 provides that as of January 1, 2020, the use of green material as Alternative Daily Cover does not constitute diversion through recycling and would be considered disposal.

1.05 **AB 1699.** “AB 1669” means State of California Assembly Bill No. 1669 approved September 30, 2016 which amends California Labor Code Sections 1070 through 1076 with respect to the hiring of displaced employees under service contracts for the collection and transportation of solid waste.

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

1.07 **AB 3036.** “AB 3036” means State of California Assembly Bill No. 3036 approved September 27, 2018. AB 3036 prohibits a County, City, District, or local government agency from subjecting the hauling of certain byproducts from the processing of food or beverages to an exclusive franchise, contract, license, or permit.

1.08 **Agreement.** “Agreement” means the written agreement between the City and the Contractor covering the work to be performed and all contract documents attached to the agreement and made a part thereof.
1.09 **Agreement Administrator.** The City Manager, or his or her designee, designated to administer and monitor the provisions of the Agreement.

1.10 **Agreement Year.** Agreement year means each twelve (12) month period from January 1st to December 31st during the term of this Agreement.

1.11 **Applicable Law.** “Applicable Law” means all laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any federal, state, county, city, and local governmental agency having jurisdiction over the collection and disposition of Solid Waste, including Recyclable Materials, Organic Waste, and Construction and Demolition Waste.

1.12 **Best Management Practice.** Best Management Practice means the collection of written activities, practices, policies and procedures prepared and proposed by a responsible party, and then approved by the Director, to prevent or reduce, to the maximum extent that is technologically and economically feasible, the discharge of pollutants to the storm drain system which might be generated from any site in the City.

1.13 **Bin.** “Bin” means a metal or plastic waste container designed or intended to be mechanically serviced by a commercial front-end loader vehicle. It shall be designed to hold from one (1) to six (6) cubic yards of material with the lid properly closed. The specifications for Contractor-provided Bins are set forth in Exhibit 4.

1.14 **Biohazardous or Biomedical Waste.** Any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included is waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

1.15 **Brown Goods.** Electronic equipment such as stereos, televisions, computers, VCR’s and other similar items collected from SFD Service Units.

1.16 **Business Day.** Any Monday through Friday, excluding any holidays as defined in Section 3.07.

1.17 **Calendar Year.** Each twelve (12) month period from January 1 to December 31.

1.18 **Cart.** “Cart” means a heavy plastic receptacle with a rated capacity of at least twenty (20) and not more than one-hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided by the Exclusive Franchise Solid Waste Contractor, approved by the City, and used by Service Recipients for collection, accumulation, and removal of solid waste from commercial, industrial, or residential premises in connection with Exclusive Franchise Collection Services. The specifications for Contractor-provided Carts are set forth in Exhibit 3.

1.19 **CERCLA.** The Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations promulgated thereunder.

1.20 **Change in Law.** Change in Law means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this
Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, management operation or maintenance of the operating assets or providing the franchise service or other matters to which Applicable Law applies:

A. the enactment, adoption, promulgation, issuance, modification, or written change of or in Applicable Law, including but not limited to new or increased fees and charges imposed by the State of California or the U.S. Federal government, directly related to the collection, handling, processing, recycling or disposal of Solid Waste, or the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after Effective Date of any Applicable Law;

B. the order or judgment of any Governmental Body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the City or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

C. the denial of an application for, delay in the review, issuance or renewal of, suspension, termination, interruption or imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Effective Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, of and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the City or of the Contractor, whichever is asserting the occurrence of a Change of Law; provided, however, that the contesting in good faith or failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

1.21 City. The City of Thousand Oaks, California.


1.23 City Facility. City Facility(ies) means any building or other site owned or leased by the City or used regularly and significantly and the space therein occupied by more than seventy-five percent (75%) by employees or Contractors of the City.

1.24 City Manager. City Manager means the City Manager of the City of Thousand Oaks, or his or her designated representative, or any employee of the City who succeeds to the duties and responsibilities of the City Manager.


1.26 Collection. The process whereby Residential, Commercial, and City Solid Waste are removed and transported to a Disposal Facility, Organic Waste Processing Facility or Materials Recycling (or Recovery) Facility as appropriate.
1.27 **Collection Container.** A Bin, Cart, or Roll-Off Container that is approved by the Agreement Administrator for use by Service Recipients for Collection Services under this Agreement.

1.28 **Collection Services.** “Collection Services” means Residential Collection Service, Commercial Collection Service, and City Collection Service.

1.29 **Commercial Collection Service.** Commercial Garbage Collection Service, Commercial Organic Waste Collection Service, and Commercial Recycling Service. Specifically includes the following:

   A. **Commercial Garbage Collection Service.** The Collection of Commercial Garbage by Contractor, from Commercial Service Units in the Service Area and the delivery of that Commercial Garbage to a Disposal Facility.


   C. **Commercial Recycling Collection Service.** The Collection of Recyclable Materials, by Contractor, from Commercial Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials, and the disposal of all Commercial Recyclable Materials Processing Residue.

1.30 **Collection Vehicle.** A licensed vehicle that is approved by the Agreement Administrator for use by Contractor for the collection and hauling of Solid Waste.

1.31 **Compactor.** Any Roll-Off Container which has a compaction mechanism, whether stationary or mobile.

1.32 **Complete Sweep.** Sweeping along all curbs including Median Islands and the corners from any cross street intersecting the subject street. Does not include additional passes down the middle of lanes except to clean around Median Islands.

1.33 **Compost.** “Compost” means the product resulting from the controlled biological decomposition of Organic Wastes that are source separated from the municipal waste stream, or which are separated at a centralized facility. Compost may also include the product of anaerobic digestion or other conversion technologies.

1.34 **Composting.** “Composting” means the controlled and monitored process of converting Organic Waste into Compost.

1.35 **Construction and Demolition waste.** “Construction and Demolition waste” or “C & D” means Solid Waste consisting of building materials, packaging and rubble resulting from construction, remodeling, repair, and demolition operations on pavement, residential, commercial or industrial premises, buildings, and other structures, and land clearing operations.

1.36 **Consumer Price Index (CPI).** The index sets published by the Unites States Bureau of Labor Statistics. The CPI set used to calculate the Maximum Service Rates is All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim.
1.37 Contaminant. Any material that is placed in a waste stream intended for recycling, including organics, that cannot be recycled or reclaimed within the waste stream in which it is placed. A Contaminant of the Recycling stream is any material placed in that waste stream that cannot be recycled or reclaimed after processing. A Contaminant of the Green Waste stream is any material not normally produced from gardens or landscapes such as, but not limited to, brick, rocks, gravel, large quantities of dirt, concrete, sod, non-organic wastes, oil and wood or wood products, including but not limited to, stumps, diseased elms, and other diseased trees. A Contaminant of the Food Waste stream is any non-Food Waste material placed in that waste stream.

1.38 Contractor. The entity that has obtained from the City this Agreement to provide Collection Services.

1.39 County. Ventura County, California.

1.40 Curb Miles. Distance along one side of paved street.

1.41 Director. Director means the Public Works Director of the City or his or her designated representative, or any employee of the City who succeeds to the duties and responsibilities of the Public Works Director.

1.42 Dispose or Disposal. “Disposal” or “Dispose” means the final disposition of Solid Waste at a permitted Landfill or other permitted Solid Waste disposal facility, as defined in California Public Resources Code 40192.

1.43 Disposal Facility. “Disposal Facility” means the facility or such place or places specifically designated by the City for the disposal, or processing as appropriate, of Residential Waste and Commercial Waste and other materials as appropriate and acceptable.

1.44 Downtown Area. The City’s downtown is that area so designated in the Thousand Oaks Downtown Core Master Plan and comprises the area between Erbes Road to the west and Conejo School Road to the east, the 101 Freeway to the south and the northern property line of those properties bordering Thousand Oaks Blvd on its north side.

1.45 Dwelling Unit. Any individual living unit in a single-family dwelling, condominium, or town home (SFD), MFD Units, MXD residential units, or building intended for, or capable of, being utilized for, residential living.

1.46 Edible Food Recovery. “Edible Food Recovery” means the practice of gleaning or recovering edible food for human consumption that would otherwise go to waste from places such as, but not limited to, restaurants, grocery stores, produce markets, school cafeterias, or dining facilities and distributing it to local emergency food programs.

1.47 Effective Date. “Effective Date of Agreement” means the date designated in the Agreement as the effective date. If no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

1.48 Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, dead animals, and those wastes under the control of the Nuclear Regulatory Commission.
1.49 Food Waste. “Food Waste” means all putrescible solid, semisolid, and liquid food, such as, fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice, pasta, and oils; coffee grounds and filters and tea bags; and any putrescible matter produced from human or animal food production, preparation, and consumption activities.

1.50 Franchised Diversion. Franchised Diversion means the rate of diversion that Contractor is responsible to achieve as defined and calculated Section 5.02.1.

1.51 Franchise Fee. A fee established by resolution by City Council in consideration of Exclusive Franchise.

1.52 Garbage. All putrescible and non-putrescible solid, semi-solid and associated liquid waste, as defined in California Public Resources Code section 40191. Garbage does not include Recyclable Materials, Organic Waste, Large Items, or Exempt Waste. Garbage must be generated by and at the Service Unit wherein the Garbage is Collected.

1.53 Green Waste. “Green Waste” means Solid Waste consisting of any vegetative waste generated from the maintenance or alteration of residential, commercial, or industrial premises including, but not limited to, grass clippings, leaves, tree trimmings, prunings, brush, weeds, flowers, herbs, and holiday trees.

1.54 Gross Revenue. All monetary amounts actually collected or received by Contractor for the provision of Franchise services pursuant to this Agreement. Gross Revenue shall include all receipts from customers including late charges, contamination charges etc., including Solid Waste Management Fees and Franchise Fees. The term Gross Revenues, for purposes of this Agreement, does not include any revenues generated from the sale of Recyclable Material, compost product or energy, grants, cash awards or rebates resulting from the performance of this Agreement.


1.56 Holiday. “Holiday” means a day of the year designated by Contractor on which waste Collection Service will not be provided until the following day, excluding Sunday.

1.57 Home Compost Bin. A portable durable container purchased by the City, and sold to SFD or MFD/MXD Service Recipients at a discounted rate, and stored and distributed by the Contractor to SFD or MFD/MXD Service Recipients for use by those Service Recipients to compost Organic Waste at their premises.

1.58 Household Hazardous Waste. “Household Hazardous Waste” means that waste resulting from products purchased by the general public for household use which, because of its quantity, concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed or otherwise managed, or, in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit any of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per California Code of Regulations Title 22, Division 4.5, Chapter 11, Section 66261.3.

1.59 Large Green Waste. Oversized Green Waste such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than five
(5) feet in its longest dimension, which are attributed to the normal activities of an SFD Service Unit. Large Green Waste must be generated by and at the SFD Service Unit where the Large Green Waste is Collected.

1.60 **Large Items.** “Large Items” or “Bulky Waste” means Solid Waste consisting of discarded white goods, furniture, tires, carpets, mattresses, and similar large items which do not fit in a regular Collection Container and require special handling due to their size but can be collected and transported without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include abandoned automobiles and other vehicles, nor does it include items defined as Exempt Waste.

1.61 **Materials Recovery Facility.** Materials Recovery Facility (MRF) means a facility to which commingled Solid waste, Organic waste and Recyclable Materials are brought for separation into marketable Recyclables.

1.62 **Materials Recycling Facility.** Same as Materials Recovery Facility.

1.63 **Maximum Service Rate.** The maximum amount that Contractor may charge Service Recipients for Collection Services, as listed in Exhibit 1, and as may be adjusted in accordance with the provisions of this Agreement.

1.64 **Median Islands.** The area between opposing lanes of traffic defined by a curb or road markings.

1.65 **Multi-Family Dwelling (MFD) Collection Service.** MFD Solid Waste Collection Service serves an apartment, townhome or condominium complex, and specifically includes the following, MFD Garbage Collection Service, MFD Large Item Collection Service, MFD Organic Waste Collection Service, and MFD Recycling Service:

A. **MFD Garbage Collection Service.** The Collection of Residential Garbage, by Contractor, from MFD Service Units in the Service Area and the delivery of that Residential Garbage to a Disposal Facility.

B. **MFD Large Item Collection Service.** The periodic on-call Collection of Large Items, by Contractor, from MFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility or such other facility as may be appropriate under the terms of this Agreement. MFD Large Item Collection Service may include the Collection of Large Items using Roll-Off Containers.


D. **MFD Recycling Service.** The Collection of Recyclables Materials by the Contractor from MFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials, and the disposal of all MFD Recyclables Materials Processing Residue.
1.66 Multi-Family Dwelling - Centralized (MFD-C) Collection Service. MFD-C Solid Waste Collection Service that is centralized for the apartment, townhome or condominium complex, and specifically includes the following: MFD-C Garbage Collection Service (as defined in 1.62A), MFD-C Large Item Collection Service (as defined in 1.62B), MFD-C Organic Waste Collection Service (as defined in 1.62C), and MFD-C Recycling Service (as defined in 1.62D).

1.67 Multi-Family Dwelling - Individual (MFD-I) Collection Service. MFD-I Solid Waste Collection Service where units have individual carts within the apartment, townhome or condominium complex and specifically includes the following: MFD-I Garbage Collection Service (as defined in 1.62A), MFD-I Large Item Collection Service (as defined in 1.62B), MFD-I Organic Waste Collection Service (as defined in 1.62C), and MFD-I Recycling Service (as defined in 1.62D).

1.68 Non-Collection Notice. A form developed and used by Contractor, as approved by City, to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for Collection by Contractor pursuant to this Agreement.

1.69 Non-putrescible Material. “Non-putrescible Material” means Solid Waste consisting of waste which is not organic and not subject to decomposition by microorganisms.


1.73 Overage. Overage means excess Solid Waste, Organic Waste and Recyclable Materials (i) placed inside a Container that prevents the lid on the Container from being completely closed (i.e., lid remains open greater 45-degrees) or excess materials placed on top of or around a Container and (ii) could potentially result in excess materials spilling/dislodging during collection activity by Contractor’s vehicles.

1.74 Premises. “Premises” means any land or building in the City where waste is generated or accumulated.

1.75 Putrescible Material. “Putrescible Material” means Solid Waste consisting of waste which is organic and subject to decomposition by microorganisms.

1.76 Quarter. Period of three (3) months with first quarter the months of January through March, second quarter April through June, third quarter July through September, and fourth quarter October through December.

1.77 Recyclable Materials. “Recyclable Materials” means Solid Waste consisting of any material which retains useful properties and can be reclaimed after the production or consumption process.
1.78 **Recycling.** “Recycling” means the process of collecting, sorting, cleansing, treating and/or marketing Recyclable Materials that would otherwise be disposed of in a landfill. The collection, transportation or disposal of Solid Waste not intended for, or capable of, reuse is not Recycling.

1.79 **Residential Collection Service.** “Residential Collection Service” means ongoing regularly scheduled collection of Residential Solid Waste by an Exclusive Franchise from Residential Service Units and the delivery of that Residential Solid Waste to a Disposal Facility, Recycling Facility, and/or Organics Processing Facility.

1.80 **Residential Garbage.** “Residential Garbage” means Garbage originating from Residential Premises.

1.81 **Residential Premises.** “Residential Premises” means a Premises used for residential purposes.

1.82 **Residential Solid Waste.** “Residential Solid Waste” means Solid Waste originating from Residential Premises.

1.83 **Residual or Residuals.** Residual or Residuals means Solid Waste that is not diverted from landfill disposal after it has been delivered to an Organic Waste Processing Facility or a Recyclables Processing Facility for processing for diversion from landfill disposal. Residual does not include Recyclable Materials or Organic Material that is processed for diversion but has no available markets.

1.84 **Roll-Off Container.** A metal container with a capacity of ten (10) or more cubic yards that is normally loaded onto a specialized Collection Vehicle and transported to an appropriate facility.

1.85 **SB 1383.** “SB 1383” means State of California Senate Bill 1383, which mandates a fifty (50) percent reduction in disposal of Organic Materials from the 2014 levels by 2020 and seventy-five (75) percent reduction by 2025. Further, SB 1383 requires jurisdictions to implement Edible Food Recovery Programs designed to recover edible food that is currently landfilled by twenty (20) percent by 2025.

1.86 **Service Area.** That area within the city limits of the City of Thousand Oaks designated by City as the Service Area.

1.87 **Service Recipient.** An individual or company receiving SFD Collection Service, Commercial Collection Service, MFD or MXD Collection Service.

1.88 **Service Unit.** SFD Service Units, MFD Service Units, MXD Service Units, City Service Units or Commercial Service Units. Service Unit specifically includes the following:

   A. **City Service Unit.** City Facility(ies) that utilize a Bin, Cart, or Roll-Off Container(s) for the accumulation and set-out of Solid Waste.

   B. **Commercial Service Unit.** All retail, professional, wholesale and industrial facilities, and other commercial enterprises offering goods or services to the public that utilize a Garbage Bin, Cart, Compactor, Roll-Off Container for the accumulation and set-out of Commercial Solid Waste.

   C. **MFD-C Service Unit.** Five (5) or greater Dwelling Units in the Service Area utilizing a centralized Cart or Bin, or any combination of MFD Dwelling Units sharing Collection Containers for the accumulation of and set out of Residential Solid Waste.
D. **MFD-I Service Unit.** Five (5) or greater Dwelling Units in the Service Area each utilizing a Cart, or individual units of MFD/MXD Dwelling Units each served by Carts, for the accumulation and set out of Residential Solid Waste.

E. **MXD (Mixed-use Development) Service Unit.** A mix of Commercial Service Units and five (5) or greater Dwelling Units in the Service Area utilizing any combination of Collection Containers for the accumulation of and set out of Solid Waste.

F. **SFD Service Unit.** Any Single-Family Dwelling Unit in the Service Area utilizing a Cart for the accumulation and set out of Residential Solid Waste.


A. **SFD Garbage Collection Service.** The Collection of Residential Garbage, by Contractor, from SFD Service Units in the Service Area and the delivery of that Residential Garbage to a Disposal Facility.

B. **SFD Large Item Collection Service.** The periodic on-call Collection of Large Items, by Contractor, from SFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility or other such facility as may be appropriate under the terms of this Agreement. SFD Large Item Collection Service does not include the Collection of Large Items using Roll-Off Containers.


D. **SFD Recycling Service.** The Collection of Recyclable Materials by the Contractor from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.90 **Single-family Dwelling or SFD.** “Single-family/duplex dwelling” or “SFD” means a single detached dwelling unit, and/or a duplex structure of two (2) single attached dwelling units, each designed for use by one bona fide housekeeping group.

1.91 **Sludge.** The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

1.92 **Solid Waste.** “Solid Waste” means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, as set forth in

1.93 **Solid Waste Management Fee.** Administrative costs of managing the City’s solid waste program paid for by Contractor.

1.94 **Source separated.** “Source separated” means the segregation, by the waste generator, of materials designated for separate collection for some form of materials recovery or special handling.

1.95 **Split-bin.** A single Collection Container divided into two separate compartments, with individual lids for each compartment, to allow for separation of two waste streams.

1.96 **SRRE (Source Reduction and Recycling Element).** A formal planning document prepared and adopted by a California jurisdiction, and submitted to the California Department of Resources Recycling and Recovery (CalRecycle), that demonstrates how the jurisdiction will comply with the California Integrated Waste Management Acts (AB 939) diversion goals. The jurisdiction’s SRRE must include specific components, as defined in Public Resources Code sections 41003 and 41303.

1.97 **Limited Franchise Agreement.** Formerly “Non-exclusive Franchise Agreement”, a separate agreement with the City which permits a contractor on a non-exclusive basis to provide for service to collect solid waste, organics, construction and demolition debris, and/or recyclable materials on a temporary basis.

1.98 **Term.** “Term” means the time period or duration of an Exclusive Franchise or Limited Franchise or Permit.

1.99 **Transfer station.** “Transfer station” means those facilities utilized to receive Solid Waste, and temporarily store and transfer such waste directly from smaller to larger vehicles for transport.

1.100 **Unicycling.** A method of separating trash and recyclable materials in a single Collection Container. Trash materials are collected in bags and deposited into the Collection Container and recyclable materials are deposited into the Collection Container loose and unbagged.

1.101 **Universal Waste or U-Waste.** E-Waste, dry-cell batteries, non-empty aerosol cans, fluorescent lamps, and fluorescent bulbs, mercury thermostats, and other mercury containing equipment.

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

1.103 **Waste diversion.** “Waste diversion” means to divert Solid Waste, in accordance with all applicable Federal, State, and local requirements, from disposal at landfills or transformation facilities through source reduction, composting or recycling.

1.104 **Waste generator.** “Waste generator” means any person, as defined by the most current version of the Public Resources Code, whose act or process produces solid waste as defined in that same code, or whose act first causes solid waste to become subject to regulation.
1.105 **Waste Reporting System (WRS)**. An online/digital data system designated by the City for recording and documenting outreach, customer service, site visits, weights and volumes by waste stream, and field issues for compliance, customer service, and reporting purposes.

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

1.107 **Work Day.** Any day, Monday through Saturday, that is not a holiday as set forth in Article 3.07 of this Agreement.

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

### Article 2. Term of Agreement

2.01 **Initial Term.** The initial term of this Agreement will be for fifteen (15) year period beginning January 1, 2022 and terminating on December 31, 2036.

2.02 **Extension of Term.** Contractor may request up to two, five (5) year term extensions to the Initial Term, and at City’s sole option, City may grant Contractor’s request to extend the term. Under no circumstances will City be obligated to extend the term. Contractor must request the first five (5) year extension by December 31, 2034 in order to be eligible for the first term extension, and the second by December 31, 2039 in order to be eligible for the second term extension.

2.03 **Performance Review Prior to Five (5) Year Extension.** A billing audit and performance review shall be conducted two years prior to the end of the Initial Term (i.e. during 2034, and to be completed by December 31, 2034) as described in Section 15.02. The cost of the review shall be paid as specified in that Section. In order to be eligible for an Extension of the Term of the Agreement under Section 2.02, Contractor must meet billing and performance standards to the satisfaction of the City. In the event Contractor fails to meet the minimum service and diversion requirements set forth in Section 5.01, this Agreement will terminate on December 31, 2036 as set forth in Section 2.01 of this Agreement.

### Article 3. Conditions Governing Services Provided by Contractor

3.01 **Grant of Exclusive Agreement.** City hereby grants to Contractor, on the terms and conditions set forth herein, the Exclusive Franchise, right and privilege to collect, remove and dispose of, in a lawful manner, Solid Waste, Recyclable Materials, and Organic Materials accumulating in the City’s Service Area that are required to be accumulated and offered for collection to the Contractor in accordance with the City’s Municipal Code, for the Term of and within the scope set forth in this Agreement.

3.02 **Grant of Limited Franchise Waste Hauling Agreement.** City also hereby grants to Contractor the right to enter into, without a separate application, a Limited Franchise Waste Hauling Agreement with the City, subject to the terms and conditions set forth in that agreement, which provides the right and privilege to collect, remove and dispose of, in a lawful manner, Solid Waste, Recyclable Materials, and Organic Materials on a temporary basis. The right to an award of a Limited Franchise Waste Hauling
Agreement without a separate application shall continue for the term of the Exclusive Agreement provided that its conditions, and those of the Exclusive Agreement herein, are met.

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

3.04  **Exclusions to Exclusivity.**

3.04.1  **Specialized Recyclable Materials.** If Contractor is unable or unwilling to collect and process for diversion specialized materials, including, but not limited to, organics, metals, construction and demolition debris, laboratory waste, pallets and others, and which a third party is able to re-use or recycle, Service Recipients shall have the right to engage the third-party recycler to collect and recycle those source-separated Recyclable Materials provided that the diversion is verified by the City and the third party obtains a City recycling permit.

3.04.2  **Recyclable Materials Sold By Commercial Generator.** If the waste generator at a Commercial Service Unit has source separated Recyclable Material, the generator is entitled to sell that Recyclable Material or be otherwise compensated in a manner resulting in a net positive payment to the generator, when such collector is permitted as appropriate under the City Municipal Code.

3.04.3  **Byproducts of Food and Beverage Processing.** Under AB 3036 (2018), certain byproducts from the processing of food or beverages from agricultural or industrial sources, provided they are source-separated and used as animal feed, are exempted from this Exclusive Franchise Agreement. Entities requesting exemption must apply to the City and be any of the following: registered pursuant to Section 110460 of the Health and Safety Code, or be exempted from registration pursuant to Section 110480 of the Health and Safety Code, or be a beer manufacturer as defined in Section 23012 of the Business and Professions Code, or a distilled spirits manufacturer, as defined in Section 23015 of the Business and Professions Code.

3.04.4  **Donated Solid Waste.** Recyclable Materials, Organic Waste, or Large Items which is source separated at any premises by the waste generator and donated to youth, civic or charitable organizations qualified as such pursuant to Federal law.

3.04.5  **Gardening or Landscape Services.** Green Waste removed from a premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service;

3.04.6  **Temporary Services.** Temporary Collection services for Solid Waste and Construction and Demolition Debris is covered under the City’s Limited Franchise Agreement and Contractor
must abide by terms of that agreement for collection and processing and diversion of Construction and Demolition Debris.

3.05 Responsibility for Service Billing and Collection. Contractor is responsible for the billing and collection of payments for Collection Services within the Service Area.

3.06 Contractor’s Payments to City.

3.06.1 Reimbursement for the Cost of Procurement Process. Contractor shall reimburse the City for the cost of the Franchise Agreement solicitation, evaluation and award process up to but no more than One Hundred and Fifty Thousand Dollars ($150,000). This one-time payment is due within thirty (30) days of the Effective Date of the Agreement.

3.06.2 Solid Waste Management Fee. In consideration of the administrative costs of managing the City’s solid waste program, Contractor shall pay City a Solid Waste Management Fee as a percent of the Gross Revenue received by the Contractor from Franchise services provided in the City pursuant to this Agreement. The City Council may adjust the Solid Waste Management Fee by resolution, in which case Contractor shall be entitled to a rate adjustment as a City-directed change in accordance with Section 28.01. The Solid Waste Management Fee for the Agreement Year and thereafter shall be eight-and-one-quarter (8.25) percent of Gross Revenue from Commercial, MFD-C, and MXD Service Recipients and ten-and-one-quarter (10.25) percent of Gross Revenue from SFD and MFD-I Service Recipients.

3.06.3 Franchise Fee. In consideration of the Exclusive Franchise provided for in Section 3.01 of this Agreement, Contractor shall pay the City a Franchise Fee as a percent of the Gross Revenue received by the Contractor from Franchise services provided in the City pursuant to this Agreement. The Franchise Fee shall reflect a reasonable estimate of the value of the franchise and shall be established and adjusted as necessary by City Council by resolution. If adjusted during the term of this Agreement, Contractor shall be entitled to a rate adjustment as a City-directed change in accordance with Section 28.01. The Franchise Fee for the Agreement Year and thereafter shall be nine (9) percent of Gross Revenue.

3.06.4 Reimbursement for the Annual Subscription Cost for Waste Reporting System. Contractor shall reimburse City annually for cost of subscription to Waste Reporting System software services, not-to-exceed $25,000 per year annually adjusted for CPI. Payment is due within thirty (30) days of receipt of invoice.

3.06.5 Community Program Support. Contractor shall provide support to City schools and the community in the amount of $200,000 per year for life of the Agreement, including any extension of the Term in accordance with Section 2.02.

3.06.6 Time and Method of Payment; Late Fees. Solid Waste Management Fees and Franchise Fees shall be computed and paid based on Gross Revenue received each calendar month for services rendered. Contractor shall prepare and mail such remittance on a quarterly basis to the Finance Director, and such remittance must be hand-delivered or postmarked no later than the last business day of the month following the end of each quarter. For hand-delivered remittance, the Contractor must request and receive a receipt or time stamp with the exact date remittance is received by the City Finance Director or designee.
3.06.7 The remittance will be accompanied by a report, prepared in a format acceptable to City Manager or designee, setting forth the basis, and calculations used for computing the amount due. The figures used shall be taken from the general books of account of the Contractor. All supporting documentation must be retained by the Contractor in accordance with the records retention requirements in Section 45.01.

3.06.8 If the Contractor fees to the City are not paid by the date set by this Agreement, then in addition to the fees, the Contractor shall pay a penalty as specified in Exhibit 9, except to the extent that such lateness is due to extenuating circumstances.

3.06.9 In addition, the Contractor shall pay interest on all unpaid fees at the rate of six (6) percent per annum or the prime (lending) rate, whichever is higher but not to exceed the legal rate, from the date the fees were due and payable to the date actually paid.

3.06.10 If the delay is due to extenuating circumstances, Contractor must request approval in writing from the City Manager or designee at least five (5) business days prior to the date on which fees and reports are due. City shall contact Contractor within three (3) business days of receiving request for submission delay as to whether delay shall be permitted.

3.06.11 Taxes and Utility Charges. The Contractor shall pay all Taxes lawfully levied or assessed upon or in respect of the Operating Assets or the Franchise Services, or upon any part thereof or upon any revenues necessary for the operation of the Operating Assets and the provision of the Franchise Services, when the same shall become due.

3.06.12 Disputes. In the event of any disputes between the Contractor and the City with respect to the fees described in Section 3, the City shall provide the Contractor with written objection within 180 days of the receipt of the report described in Section 3.06.7, indicating the position of the report that is disputed and providing all reason then known to the City for its objection to or disagreement with such amount. If any such amount is adjusted in the City’s favor pursuant to agreement, mediation, legal proceeding, or otherwise, the Contractor shall pay the amount of such adjustment to the City, with interest thereof at the Overdue Rate from the date such disputed amount was due the City to date of payment in full of such amount. Nothing contained in this subsection shall limit the authority of any authorized office of the City or any other governmental agency to raise a further objection to any amount billed by the Contractor pursuant to an audit conducted pursuant to Applicable Law. If the Contractor prevails in the dispute, the Contractor shall have the right to recover from the City its reasonable costs incurred in connection with the dispute resolution procedure.

3.07 Service Standards. Contractor must perform all Collection Services under this Agreement in a thorough and professional manner as described in Section 23, while meeting the minimum performance and diversion standards listed in Section 15 according to the Sustainability and Compliance Plan (Exhibit 12) developed by the Contractor and approved by the City.

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

3.09 Holiday Service. The City observes New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is not required to provide Collection Services or maintain office hours on the designated holidays. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday SFD Collection Services being performed on Saturday. Commercial Collection Services will be adjusted as set forth in Article 8 but must meet the minimum frequency requirements of one (1) time per week. Collection Services will not take place on Sundays.

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

3.11 Commingling of Materials.

3.11.1 SFD Materials Collected in Thousand Oaks. Contractor may not at any time commingle any SFD materials Collected pursuant to this Agreement with any other material Collected by Contractor inside or outside the City of Thousand Oaks without the express prior written authorization of the Agreement Administrator.

3.11.2 Commercial Materials Collected in Thousand Oaks. Contractor may commingle Commercial materials collected pursuant to this Agreement with other materials collected outside the City of Thousand Oaks, provided that Contractor tracks the tonnage of Commercial material collected inside the City of Thousand Oaks separately using a City-approved allocation methodology. Changes to the allocation methodology may only be made with the express prior written authorization of the Agreement Administrator.

3.11.3 Recyclable Materials. Subject to Sections 7.07.2 and 8.03.4, Contractor may not at any time commingle SFD or Commercial Recyclable Materials Collected pursuant to this Agreement with any other material type Collected by Contractor without the express prior written authorization of the Agreement Administrator.

3.11.4 Organic Waste. Subject to Sections 7.08.4 and 8.04.5, Contractor may not at any time commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with any other material type Collected by Contractor, without the express prior written authorization of the Agreement Administrator.

3.11.5 Commingled Garbage and Recyclables. Only in special circumstances in which separate Collection Containers pose a challenge due to space or logistical constraints, and with prior written authorization of the Agreement Administrator, Contractor will Collect Commercial Garbage and Recyclable Materials in the same Collection Container, using a Split-bin or Unicycling, for the purposes of processing Recyclable Materials for diversion.

3.12 Recyclable Materials and Organic Waste Contamination. Contractor must offer the Service Recipients the correct combination of Cart and Bin sizes and collection frequency beyond the minimum bundled service requirements as necessary, that matches their unique service needs to reduce
contamination of Recyclable Materials and Organic Waste, and provide service at least cost to Service Recipient. To support City’s diversion goals and Contractor’s Diversion Requirements as set forth in Article 5.01, Contractor is only required to collect and process Recyclable Materials if they have been separated by the Service Recipient from Garbage and Organic Waste and is only be required to collect Organic Waste if it has been separated by the Service Recipient from Garbage and Recyclable Materials.

3.12.1 As part of Contractor’s Public Education Services under Article 18.01, Contractor has agreed to provide outreach and support to Service Recipients as described in the Contractor’s Sustainability and Compliance Plan provided as Exhibit 12. Additionally, Contractor’s route collection personnel will report to Contractor’s supervisors if they observe potential contamination problems, and/or insufficient collection capacity. For purposes of determining if Recyclable Materials or Organic Waste are deemed to be contaminated, if, by visual or digital inspection, Recyclable Materials are commingled with ten percent (10%) by weight or volume of Garbage or Organic Waste, or if, by visual inspection, Organic Waste is commingled with three percent (3%) by volume of Garbage or Recyclable Materials, then Recyclable Materials and/or Organic Waste will be deemed to be contaminated and Contractor may take the following steps:

3.12.2 Violations by SFD Service Recipients.

1. First and Second Occurrence. For the first and second occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), Contractor must collect the contaminated container (as Solid Waste) and must affix a Contamination Violation Notice to the contaminated container which contains instructions on the proper procedures for sorting Recyclable Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag), that for the third and subsequent incidents of excess contamination, the Service Recipient may be charged a contamination fee for the contaminated container, and Contractor may increase the Collection Container size, or require an additional Collection Container. Contractor’s representative must also contact the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag) to ensure that they have the appropriate level of service for proper collection of Recyclable Materials and/or Organic Waste. Contractor must also document the contamination issue in the Waste Reporting System provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient’s on-going contamination problems.

2. Third and Subsequent Occurrence. For the third or subsequent occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), Contractor must collect the contaminated Container (as Solid Waste) and must charge the Service Recipient a contamination fee as set forth in Exhibit 1. Contractor must continue providing the Recyclable Materials or Organic Waste Collection Services. Contractor must provide (or have provided) digital/photographic documentation to the Service Recipient that clearly documents the Service Recipient’s on-going contamination problems and written Notices of contamination as described above. Contractor may increase the Container size or collection frequency and impose a contamination surcharge on the account for a period of six months or until the Service Recipient has demonstrated no contamination for a period of three consecutive months. Contractor must document contamination issue and surcharge in Waste Reporting System and notify City within five (5) Business Days if Contractor increases the Container size or collection frequency for excessive contamination or imposes the contamination surcharge to the account.
City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the contamination.

3.12.3 Violations by Commercial and MFD/MXD Service Recipients. The following provisions will apply to all Commercial and MFD/MXD Service Recipients except those eligible for temporary treatment pursuant to Section 3.09.3.

1. First and Second Occurrence. For the first and second occurrences within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), Contractor must collect the contaminated container (as Solid Waste) and must affix a Contamination Violation Notice to the contaminated container which contains instructions on the proper procedures for sorting Recyclable Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag), that for the third and subsequent incidents of contamination, the Service Recipient will be charged a contamination fee for the contaminated container, and Contractor may increase the Container size, require locking Bins, increase collection frequency, and impose a contamination surcharge on the account for a period of six months or until the Service Recipient has demonstrated no contamination for a period of three consecutive months. Contractor’s representative must also contact the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag) to ensure that they have the appropriate level of service for proper collection of Recyclable Materials and/or Organic Waste. Contractor must also provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient’s contamination problem and document in the Waste Reporting System.

2. Third and Subsequent Occurrence. For the third and subsequent occurrence within any one Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), Contractor will provide a Contamination Violation Notice that contains instructions on the proper procedures for setting out Recyclable Materials or Organic Waste, and Contractor must collect the contaminated Container (as Solid Waste) and will charge the Service Recipient a contamination fee as set forth in Exhibit 1. For any contamination fee charge being assessed, Contractor must provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient’s on-going contamination problems. Contractor may increase the Container size, require locking Bins, or increase collection frequency, and impose a contamination surcharge on the account for a period of six months or until the Service Recipient has demonstrated no contamination for a period of three consecutive months. Contractor must document contamination issue and surcharge in the Waste Reporting System and notify City within five (5) Business Days if Contractor increases the Container size, require locking Bins, increase collection frequency for excessive contamination, or imposes the contamination surcharge to the account. City will consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the contamination.

3.12.4 Tracking Occurrences of Contamination. Regarding Articles 3.12.2 – 3.12.3, each Contamination occurrence is tracked annually per Calendar Year, and resets at the start of each Calendar Year if contamination occurrences are not active and consecutive. Where contamination is occurring, and occurrences are consecutive and unremedied their count shall continue across Calendar Years until remedy occurs. In this case, once the Service Recipient has demonstrated no contamination for a period of three consecutive months the tracking calendar will reset.
3.12.5 Disputes Over Excess Contamination Charges. If Service Recipient disputes a contamination charge (which must be within 30 days of them being assessed), Contractor will temporarily halt any contamination charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size, or collection frequency, and Contractor may request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size or number, or collection frequency to the prior levels. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor’s halting of contamination charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City Manager’s decision on resolving the dispute between and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient, Contractor will credit the disputed contamination charges or increased Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted contamination charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or collection frequency and may follow the steps in Article 4.04 for collection of delinquent accounts.

3.13 Container Overage and Correction Procedures. If a Customer is found to habitually overflow their Collection Container(s), i.e. lid will not close, Contractor may take the steps as listed below to correct Customers’ on-going overflow of material.

Customers receiving Residential, Commercial or Multi-Family services will be notified of Collection overages. The process for customer overages, is as follows:

3.13.1 Garbage Overage and Correction Procedures.

1. Contractor shall provide the Service Recipients the correct combination of Collection Containers and collection frequency that matches each Service Recipient’s unique service needs to enable clean, efficient, and cost-effective collection of Solid Waste, Recyclable Materials, and Organic Waste. City and Contractor agree that overflow of Solid Waste that is not properly in the Service Recipient’s Solid Waste Collection Containers may negatively impact public health and safety. Contractor has also agreed to conduct recycling audits and provide outreach and support to Service Recipient accounts receiving the correct service level. However, if Service Recipients are found to habitually overflow their Solid Waste Collection Containers, Contractor may take the steps as listed below to correct Service Recipient’s on-going overflow of Solid Waste.

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

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

3.13.2 SFD Service Recipients.

1. **Each Occurrence.** For each occurrence Contractor will not collect the Solid Waste Overage if the Collection Container could not be serviced by normal operating procedures or cause spillage upon servicing and Contractor must provide the following written notice via e-mail, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: (i) the date, description and photograph of the Solid Waste Overage and document in the Waste Reporting System. Contractor’s Non-Collection Notice for SFD Service Recipients shall also contain instructions on (a) how to schedule a Large Item Collection or (b) request an additional Collection Container to eliminate future Overages.

3.13.3 Commercial and MFD/MXD Service Recipients.

1. **Each Occurrence.** Contractor must provide a written notice on the Container and may provide a copy of the notice via e-mail, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the date, description and photograph of the Solid Waste Overage. Contractor may collect the Solid Waste Overage and may charge the Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1, and increase the capacity, or collection frequency of the Collection Container to match documented service needs. At least ten (10) Business Days prior to increasing the Collection Container size, or frequency of Collection, Contractor’s representative must also contact the Service Recipient by phone, U.S. mail, e-mail or in person (which may be by Non-Collection Notice) to ensure that Service Recipient has the appropriate level of service. Contractor must document overage issue in the Waste Reporting System and notify City within ten (10) Business Days of any changes in Service Recipient’s Collection Container size or collection frequency. The increased capacity or collection frequency will remain in effect until Contractor determines that it is no longer needed to prevent overages, which may be longer than the one Calendar Year stated above. Such determination will be in Contractor’s sole but reasonable discretion and will be subject to the dispute resolution procedure set forth below. City will consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the overages.

3.13.4 Tracking Occurrences of Solid Waste Overage. Regarding Articles 3.13.1–3.13.3, after twelve (12) months have passed from the last applicable Solid Waste Overage occurrence, the next Solid Waste Overage occurrence will be deemed a first Solid Waste Overage occurrence.

3.13.5 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid Waste Overage charge or container size or collection frequency change within 30 days of the disputed action, Contractor must temporarily halt Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or collection frequency, and Contractor may request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size or number, or collection frequency, to the prior levels. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor’s halting of Solid Waste Overage charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a
meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient, Contractor must credit the disputed charge or increased Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Solid Waste Collection Container size or collection frequency and may follow the steps in Article 4.04 for collection of delinquent accounts.

3.14 Ownership of Materials. Except as provided otherwise under Applicable Law, title to Residential Waste, Commercial Solid Waste, Recyclable Materials, and Organic Waste will pass to Contractor at such time as said materials are set out for Collection.

3.15 Spillage and Litter. Contractor may not litter premises in the process of providing Collection Services or while its vehicles are on the road. Contractor must transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from Contractor’s vehicles. Contractor must exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials and must immediately, at the time of occurrence, clean up such spilled or dropped Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials.

3.15.1 Except as provided in Article 8.02.3, Contractor is not responsible for cleaning up sanitary conditions caused by the carelessness of the Service Recipient; however, Contractor must clean up any material or residue that is spilled or scattered by Contractor or its employees.

3.15.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from Contractor’s operations or equipment repair must be covered immediately with an absorptive material and removed from the street surface. Contractor must document spillage in the Waste Reporting System and notify City’s stormwater compliance coordinator within two (2) hours of any spills resulting from Contractor’s operations or equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City’s stormwater compliance coordinator to be compliant with the City’s stormwater permit.

3.15.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or litter caused by Contractor within two (2) hours upon notice from the City. If City deems necessary, Contractor must engage third-party environmental clean-up specialist to remove any equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after Contractor’s own clean-up efforts. If clean-up is not conducted to satisfaction of City, City has right to engage environmental clean-up specialist to perform additional clean-up work at the expense of Contractor.

3.15.4 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e., any physical damage in excess of a simple cosmetic stain caused by the spill), Contractor shall be responsible for all repairs to return the street to the same condition as that prior to the spill. Contractor shall be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City and at no cost to the City.
3.15.5 To facilitate immediate cleanup, Contractor’s vehicles must always carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.16 Green and Organic Waste Capacity. Contractor shall guarantee capacity for all City Green and Organic Waste collected by Contractor for the term of the Agreement using a facility listed in Exhibit 13.

3.17 Regulations and Record Keeping. Contractor must comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations must be maintained at Contractor’s facility. These records must include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

3.18 Simi Valley Landfill Agreement. The City is party to that certain Waste Disposal Agreement dated July 27, 1999 between the City and Waste Management of California, Inc. (“Landfill Agreement”) permitting the City and its franchise haulers to dispose Solid Waste at the Simi Valley Landfill & Recycling Center located in Simi Valley, California (“Simi Valley Landfill”). City shall take all actions necessary to enforce or exercise the expressed and implied rights, remedies and benefits conferred to City and Contractor under the Landfill Agreement, including but not limited to the right of Contractor to pay the lowest permissible Tipping Fee under the Landfill Agreement, if Contractor elects to dispose Solid Waste at the Simi Valley Landfill. Contractor shall provide reasonable assistance to City to apply for and secure the lowest permissible Tipping Fee under the Landfill Agreement. For the purposes of this provision, “Tipping Fee” shall mean the per-ton rate for the acceptance and disposal of Solid Waste charged by Waste Management of California, Inc. or its affiliates, successors, or assigns to Contractor, pursuant to the terms and conditions of Section 4.1 of the Landfill Agreement.

Article 4. Billing, Charges and Rates

4.01 Collection Services. Contractor is responsible for the billing and collection of payments for all Collection Services. Contractor must charge Service Recipients the Maximum Service Rates established in Exhibit 1 and such rates may be adjusted under this Agreement.

4.02 Partial Month Service. If, during a month, a Service Unit is added to or deleted from Contractor’s Service Area, Contractor’s Billing will be pro-rated based on the weekly service rate (i.e. the service rate established in Exhibit 1 divided by four (4) times the number of actual weeks in the month that service was provided to the Service Unit).

4.03 Production of Invoices. At the City’s direction, the Contractor shall prepare, mail or electronically transmit, and collect bills (or shall issue written receipts for cash payments) for Franchise services provided by Contractor under this Agreement in advance but no less than six (6) times per year. Billing shall not be permitted more than 15 days prior to the initiation of collection service period. Bills shall not be subject to late notification or charges until 30 days following the closing day of the service period. If made by mail, Billings shall be placed in an envelope at least 22 square inches in size and shall include a return envelope for each billing period. Contractor shall include e-mail address on all billing notices and shall accept payment by check, credit card or ACH debit. Billings shall include sufficient space on the statement to accommodate up to 20 typed characters as specified by the City. City shall have the right to revise the billing format, provided that reasonable notice is given. City may assume billing responsibilities by providing no less than 180 days’ written notice to Contractor. Any direction of the City to undertake billing
shall constitute a change in scope pursuant to Article 28.01. Where it has been determined that a Service Recipient has overpaid for service for any reason, Contractor must provide the Service Recipient a credit against future invoices or a refund (where the account is closing or as selected by the Service Recipient, and where the refund amount exceeds the lesser of the regular invoicing amount or $200) within thirty (30) days of such determination.

4.04 Delinquent Service Accounts. Through the Waste Reporting System, Contractor must report to the Agreement Administrator, monthly, all Service Recipients who have received Collection Service and whose account is over ninety (90) days past due. The provisions of Code Section 6-2.401(C) and Exhibit 1 shall apply to billing generally, including penalties for late payments and collection of delinquent accounts. The Contractor may discontinue service to a Customer who is delinquent in paying for services rendered no earlier than 60 days after the last day of the billing period or that date on which the billing for the service period is delivered to the customer, whichever is later. For this purpose, delivery of the billing shall include the date such billing is deposited by to Contractor into the U.S. Mail or delivered electronically. The Contractor shall notify the Customer and the City Manager or designee in writing of its intent to discontinue service not less than 10 business days before such discontinuation shall occur.

4.05 Adjustments to Maximum Service Rates using Consumer Price Index (CPI). Beginning on January 1, 2023, and annually thereafter, Contractor shall, subject to compliance with all provisions of this Section, receive an annual adjustment to the Maximum Service Rates as set forth in Exhibit 1 to this Agreement.

4.05.1 Annual CPI Calculation. The Maximum Service Rate adjustment shall be calculated using the percentage change in the CPI between the base year, which shall be the prior preceding 12-month period ending July 31, and the preceding 12-month period ending July 31. Therefore, the first annual CPI adjustment (effective January 1, 2023) will be based on the percentage change between the CPI for the base year, August 1, 2020 through July 31, 2021 (the prior preceding 12-month period), and the CPI for the period of August 1, 2021 through July 31, 2022 (the preceding 12-month period).

4.05.1.1 CPI Financial Information. On or before September 15, 2022, and annually thereafter on September 15 during the Term of this Agreement, Contractor shall deliver to City financial information, including calculated CPI and adjusted rates, for the specific services performed under this Agreement for the preceding Agreement Year. Such financial information shall be in the format as may be mutually agreed on between the City and Contractor. Contractor’s failure to provide the financial information shall not preclude the City from applying the CPI using the prior year’s financial data, or pro forma data if no prior year financial data is available, if that application would result in a negative CPI. If Contractor fails to submit the financial information required by September 15, the City at its sole and reasonable discretion, may consider a late request for the annual CPI rate adjustment provided that Contractor’s late request does not delay the City’s ability to adjust customer rates billed by City the subsequent January 1st.

4.05.2 Rounding. Adjustments to the overall Maximum Service Rates shall be made only in units of one cent ($0.01). Fractions of less than one cent ($0.01) shall not be considered in making adjustments. All CPI indices shall be rounded at two (2) decimal places for the adjustment calculations.
4.06 City Approval of Maximum Service Rates. On or before November 1, 2022, and annually thereafter during the term of this Agreement, the City Representative shall notify Contractor of the CPI adjustments to the affected Maximum Service rates to take place on the subsequent January 1st. City shall take action on any changes in the Maximum Service Rates in accordance with the City’s Municipal Code.

4.07 Contractor payment for CPI review. Contractor shall be responsible for paying the cost of reviewing or correcting the annual CPI adjustment if the City determines that Contractor has made substantial errors and has not properly submitted or correctly calculated the CPI adjustment.

4.08 Annual Rate Cap on Maximum Service Rates. In any Calendar year that the calculation of the CPI exceeds four percent (4.00%) or is between zero and one percent (1.00%), the total adjustment for that year will equal four percent (4.0%) or one percent (1.0%), respectively, and no rollover amount will be added to or subtracted from the rate adjustment percentage in the following year, or any subsequent year. If the CPI is negative there will be no CPI adjustment for that year.

4.09 Extraordinary Adjustment to Maximum Service Rates.

4.09.1 If a Material Change in Law occurs after the date hereof, then CITY and CONTRACTOR shall negotiate in good faith a reasonable and appropriate adjustment to Maximum Service Rates sufficient to offset CONTRACTOR’s increased allowable costs of operation or reduced Gross Billings resulting from the Material Change in Law. As an exception to the preceding sentence, CONTRACTOR shall not be entitled to an adjustment in Maximum Service Rates with respect to the first 0.5% of annual revenue in increased costs or decreased revenues incurred by CONTRACTOR resulting from the Material Change in Law.

4.09.2 The Parties may negotiate and agree on the amount of any Maximum Service Rate adjustment pursuant to this Section 4.09 without a detailed rate review. CONTRACTOR shall bear the burden of justifying to CITY any adjustment due to a Material Change in Law and shall bear its own costs of preparing its request for an adjustment and supporting documentation. CITY may request from CONTRACTOR such further information as it reasonably deems necessary to fully evaluate CONTRACTOR’S request and make its determination whether CONTRACTOR has satisfied its burden, which determination shall not be unreasonably withheld. CITY shall notify CONTRACTOR of its determination within ninety (90) calendar days of receipt of the written request and all other additional information reasonably requested by CITY. Any such change will be implemented on the following January 1st, or within any other time frame agreed upon between CITY and CONTRACTOR. The adjustment in Maximum Service Rates shall be approved by the City Council and memorialized in a written amendment to this Agreement.

4.10 Performance Standards for Adjustments to Rates. To be eligible for a CPI adjustment under Article 4.06 or an extraordinary adjustment under Article 4.10, Contractor must cure any material default under Article 23 of this Agreement for which City has provided notice to Contractor.

4.11 Procedures in Event of Invalidation of Rate Adjustment. In the event that City is unable by operation of Applicable Law to approve or implement a rate increase under this Article 4, or some or all of the Maximum Service Rates are disallowed by operation of Applicable Law, Contractor will have the right, within thirty (30) days after notice of any such inability to approve or invalidation of an approved rate increase, to request, in writing, that City negotiate in good faith regarding reductions in programs, services,
or fees to compensate for any negative impact from the unapproved or invalidated rate increase. If City fails to commence negotiations in good faith or negotiations are not completed within forty-five (45) days following the date of receipt of Contractor’s request, either party may terminate this Agreement no earlier than one hundred and eighty (180) days after written notice to the other.

Article 5. Diversion Requirements

5.01 Minimum Requirements. City requires Contractor to achieve a minimum annual franchised diversion rate and CalRecycle diversion standards as described in Article 5.02 and 5.03 below. Contractor must provide documentation to City within forty-five (45) days of the end of each calendar year stating and supporting that calendar year’s diversion rate as set forth in Section 20.04.

5.01.1 On or about January 1, 2023, and not more often than once every two (2) years, Contractor may request waiver or revision of Franchised Diversion requirements. The parties agree to meet and confer, and negotiate in good faith regarding adjustments to the minimum diversion requirement based on waste characterization data provided by Agreement, trends in source reduction, the availability of permitted facilities that are capable of processing material to achieve the required levels of diversion, the availability of commercial viable markets for Recyclable Materials or Organic Waste, transportation constraints, embargoes, the impact of scavenging, the number and extent of exempt Organic Waste customers pursuant to Section 3.04.3 (AB 3606), increasing producer responsibility requirements, restrictions on single-use plastics, and the passage of any other legislation that significantly impacts the waste stream mix. City may not unreasonably withhold approval of the waiver or revision provided that Contractor has presented sufficient documentation for its request and the waiver does not result in the City’s non-compliance with State diversion mandates.

5.01.2 If City fails to comply with CalRecycle diversion standards due to Contractor’s failure to implement the diversion and public education programs provided for in this Agreement, Contractor is subject to an Administrative Charge as specified in Exhibit 9 and Contractor must submit a corrective action plan to assist City to comply with Public Resources Code Section 41780 and other Applicable Laws by March 15th following the year the diversion requirements were not met. Contractor’s corrective action plan is subject to approval by the Agreement Administrator, and to be approved, must constitute a good faith corrective action plan to allow City to comply with Public Resources Code section 41780 and other Applicable Laws. Implementation of the corrective action plan will be at Contractor’s sole cost and expense. If Contractor fails to submit or implement a corrective action plan acceptable to the City, Contractor may be subject to both an Administrative Charge and an Administrative Penalty as specified in Exhibit 9.

5.01.3 If Contractor fails to achieve a minimum annual Franchised Diversion Rate as described in Section 5.03, Contractor is subject to an Administrative Charge specified in Exhibit 9 and must submit a corrective action plan by March 15th following the year the diversion requirements were not met. Contractor’s corrective action plan is subject to approval by the Agreement Administrator, and to be approved, must constitute a good faith corrective action plan to meet the Franchised Diversion Rate. Implementation of the corrective action plan will be at Contractor’s sole cost and expense. If Contractor fails to submit or implement a corrective action plan acceptable to the City, Contractor may be subject to both an Administrative Charge and an Administrative Penalty as specified in Exhibit 9. Provided that Contractor has implemented all required Contractor diversion and public education programs required
under this Agreement and has submitted and implemented a corrective action plan acceptable to the City, Contractor’s failure to meet the Franchised Division requirements shall not constitute an event of default under this Agreement.

5.01.4 If Contractor fails to meet its Franchised Diversion requirements or if City fails to comply with CalRecycle diversion standards, and Contractor has implemented all required Contractor diversion programs, the City may direct Contractor to modify its programs or implement new diversion programs. Any such modification of Contractor’s existing diversion programs or addition of new diversion programs done at the City’s request would be in accordance with Section 28.01.

5.01.5 Notwithstanding any other provision of this Agreement to the contrary, where CalRecycle has determined that there are no commercially viable markets for a specific type of Recyclable Material(s), or with written notice to City, Contractor is unable to identify a market for one or more Recyclable Material(s) despite the exercise of commercially reasonable efforts to process and market the material, and determines, in the interest of safeguarding public health, to dispose of the Recyclable Material(s), such a determination shall not constitute a failure to implement service, a failure to implement a program, or an event of default hereunder.

5.02 Diversion Rate Calculation.

5.02.1 Franchised Diversion Rate Calculation. For purposes of determining whether Contractor has met its Franchised Diversion requirements under this Agreement, City and Contractor agree the annual Franchised Diversion rate will be calculated using the following formula: “the tons of materials Collected by Contractor from Collection Services in City that are delivered to a Materials Recovery Facility, Organic Waste Processing Facility, or any other processing facility approved by City, or that are otherwise handled in a manner that counts as diversion under applicable CalRecycle regulations (in each case, net of all residue from processing and net of materials processed for diversion but landfilled as a result of unavailable markets), divided by the total tons of materials Collected in the City by Contractor from the provision of Collection Services in each Calendar Year.”

5.02.2 CalRecycle Diversion Requirement Calculation. For purpose of determining whether Contractor has met its CalRecycle diversion requirements under this Agreement, City and Contractor agree the CalRecycle diversion requirement rate will be calculated using the following formula: “Disposal Rate = City’s Pounds Per Person Per Day generated disposal divided by two times CalRecycle’s Target disposal rate for the City (Pounds Per Person Per Day). CalRecycle’s Diversion Rate = 1 – Disposal Rate.”

5.03 Contractor’s Diversion Requirements. For purposes of Article 5, Contractor’s Franchised Diversion requirements are:

5.03.1 For Calendar Years 2022, 2023, and 2024, the minimum annual Franchised Diversion Rate requirement will be fifty percent (50%) and CalRecycle Diversion standards will be fifty-five percent (55%).

5.03.2 For Calendar Years 2025 and 2026, the minimum annual Franchised Diversion Rate requirement will be fifty-five percent (55%) and CalRecycle Diversion standards will be sixty-five percent (65%).
5.03.3 For Calendar Years 2027 and 2028, the minimum annual Franchised Diversion rate requirement will be sixty percent (60%) and CalRecycle Diversion standards will be seventy percent (70%). For Calendar Years 2029, and for each Calendar Year thereafter during the term of this Agreement, the minimum annual Franchised Diversion rate requirement will be sixty percent (60%) and CalRecycle Diversion standards will be seventy-five percent (75%).

5.04 Warranties and Representations. Contractor warrants that it is aware of and familiar with City's waste stream, and that it has the ability to and will provide sufficient programs and services designed to ensure City will meet or exceed the diversion requirements as set forth in this Article 5, as well as the diversion requirements of the Applicable Laws (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) (including AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and all amendments and related subsequent legislation), and that it will do so without imposing any costs or fees other than those set forth on Exhibit 1, except as provided in Section 28.01.1.

5.05 Mutual Cooperation. City and Contractor will reasonably cooperate in good faith with all efforts by each other to meet City's diversion and other compliance requirements imposed by AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383 and other Applicable Laws, and to meet Contractor's obligations under this Article 5. In this regard, City's obligations include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to Contractor's Recycling, Organic Waste, or Solid Waste programs as may be reasonably requested by Contractor in order to achieve the minimum requirements of this Article 5.

5.06 Guarantee. Except for programs currently required by Applicable Law but not set forth in this Agreement, or programs Contractor is expressly instructed by City not to implement, or services which a Service Recipient refuses to accept, Contractor shall implement the diversion programs set forth in this Agreement such that: (i) Contractor and City will at all times be in compliance with the requirements of the Applicable Laws applicable to them including specifically AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and (ii) City will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in this Article 5 and the Applicable Laws including AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and all amendments thereto (subject to Section 28.01.1). In this regard Contractor agrees that it will, in addition to any other Agreement requirement, at its sole cost and expense:

5.06.1 Assist City in responding to inquiries from CalRecycle or any other regulatory agency;

5.06.2 Assist City in preparing for, and participating in, CalRecycle's biannual review of City's SRRE pursuant to Public Resources Code section 41825;

5.06.3 Assist City in applying for any extension, including under Public Resources Code section 41820, if so directed by City;

5.06.4 Assist City in any hearing conducted by CalRecycle, or any other regulatory agency, relating to City's compliance with the Applicable Laws including AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383;
5.06.5 Assist City with the development of and implement a public awareness and education program that is consistent with City’s SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Laws;

5.06.6 Provide City with Recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Laws including AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383;

5.06.7 Be responsible for and pay, any fees, penalties or other costs imposed against City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of the diversion requirements, set forth in the Applicable Laws, including AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, or for violation of any other provision of the Applicable Laws, arising from or in any way related to Contractor's performance of its obligations under this Agreement.

Article 6. Service Unit Types

6.01 Service Units. Service Units include all the following categories of premises which are in the Service Area as of January 1, 2022 and all such premises which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Agreement during term of this Agreement:

6.01.1 SFD Service Units. Services are specified in Section 7 below.

6.01.2 MFD and Mixed-use Development (MXD) Service Units. Where individual units within an MFD are each served by Carts, services are defined under Section 9 (MFD-I Service) below. Where the MFD complex is served by centralized Collection Containers, service is defined under Section 10 (MFD-C) below. MFX complex service is defined under Section 11.

6.01.3 Commercial Service Units

6.01.4 City Service Units

6.01.5 Any question as to whether a premise falls within one of these categories will be determined by the Agreement Administrator and the determination of the Agreement Administrator will be final.

6.02 Service Unit Changes. City and Contractor acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units for which Contractor will provide Service.

6.02.1 Additions and Deletions. Contractor must provide services described in this Agreement to new Service Units in Contractor’s Service Area within five (5) Work Days of receipt of notice from City or the new Service Unit to begin such Service.

6.03 Annexation. If during term of the Agreement, additional territory within or adjacent to the Contractor’s Service Area is acquired by City through annexation, subject to the requirements of Public Resources Code section 49520, Contractor agrees to provide Collection Services in such annexed area in accordance with the provisions and Maximum Service Rates set forth in this Agreement. Such Collection
Services must begin within five (5) Work Days of receipt of written notice from City. Contractor may not begin Collection Service without written authorization from City.

6.04 **Route Map Update.** Contractor must revise the Service Unit route maps to show the addition of Service Units added due to annexation and must provide such revised maps to the Agreement Administrator as requested.

**Article 7. SFD Service**

7.01 **SFD Conditions of Service.** Except as set forth below, Contractor must provide SFD Collection Services to all SFD Units in the Service Area including MFD-I. The SFD Services are governed by the following terms and conditions:

7.01.1 **Curb Service.** Contractor must provide SFD Collection Service to all SFD Service Units in the Service Area whose SFD Solid Waste is properly containerized in Garbage Carts, Recyclable Materials are properly containerized in Recycling Carts, except as set forth in Section 7.03.1; Organic Wastes are properly containerized in Organic Waste Carts, except as set forth in Sections 7.04.3 and 7.04.4, where the Garbage, Recycling, and Organic Waste carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle.

7.01.2 **Bundled SFD Service.** A weekly Bundled SFD Solid Waste Collection Service system will be utilized with one (1) 64-Gallon Garbage Cart (with the option to downsize to a 32- or upsize to a 96-Gallon Garbage Cart), one (1) 64-Gallon Recycling Cart (with the option to downsize to upsize to a 96-Gallon Recycling Cart), and one (1) 96-Gallon Organic Waste Cart as part of the base SFD Solid Waste Collection Service. Pricing for upsizing or downsizing Carts, and additional Carts, relative to the base Bundled Service are included in Exhibit 1. SFD Service Recipients may add Green Waste only Bins to their SFD Service at pricing included in Exhibit 1. The actual configuration of Garbage, Recycling and Organic Waste Cart sizes shall be at the option of the Service Recipient.

7.01.3 **On-Premises Service.** Notwithstanding any term or definition set forth in this Agreement, Contractor must provide Collection of SFD Solid Waste, Recyclable Materials, and Organic Waste on the SFD Service Recipients premises to an SFD Service Unit as follows.

At **no additional cost** to the SFD Service Unit:

7.01.3.1 SFD Service Units where all adult Service Recipients residing therein have disabilities that prevent them from setting their Garbage, Recycling or Organic Waste Cart at the curb for Collection, and if a request for on-premises service has been made.

7.01.3.2 SFD Service Units where topography, steep driveways, below grade dwellings, or limited access to public streets that prevents the SFD Service Recipient from setting their Garbage, Recycling or Organic Waste Cart at the curb for Collection, as determined by the City and agreed by the Contractor, and if a request for on-premises service has been made.

At **an additional cost** to the SFD Service Unit:
7.01.3.3 SFD Service Units inaccessible by standard 3 or 4 axel Collection Vehicles as determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash collection trucks.

7.01.3.4 Contractor must offer “push services” to SFD Service Recipients other than those listed above on a subscription basis upon request for the Service Rate set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection and returning the Collection Containers back to their storage location.

Contractor must provide on-premises Collection Service on the same Work Day that curbside Collection would otherwise be provided to the SFD Service Unit.

7.01.4 Frequency and Scheduling of Service. Except as set forth in Section 7.10, SFD Collection Service must be provided one (1) time per week on a scheduled route basis. SFD Collection Service must be scheduled so that all Service Units receive Solid Waste Collection Service, Recycling Collection Service, and Organic Waste Collection Service on the same Work Day. SFD Collection Service must be provided, commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., Monday through Friday, except for Holidays in accordance with Section 3.09. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement Administrator.

7.01.5 Manner of Collection. The Contractor must provide Collection Service with as little disturbance as possible and must leave any Garbage, Recycling or Organic Waste Cart in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes. Contractor’s employees providing Collection Service must follow the regular walk for pedestrians while on private property and may not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings.

7.01.6 Replacement of Carts. Contractor’s employees must take care to prevent damage to Carts by unnecessary rough treatment. However, any Cart damaged by the Contractor must be replaced by Contractor, at Contractor’s expense, within five (5) Work Days at no cost or inconvenience to the Service Recipient.

7.01.6.1 Upon notification to Contractor by City or a Service Recipient that the Service Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor must deliver a replacement Cart(s) to such Service Recipient within five (5) Work Days. Contractor must maintain records documenting all Cart replacements occurring and report through the Waste Reporting System monthly.

7.01.6.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost of those replacements in excess of one (1) per type of Cart per Service Recipient.
during the term of the Agreement, in accordance with the “Cart Exchange” Service Rate set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under this Agreement.

7.01.6.3 Contractor understands and agrees that this provision is intended to be applied on a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could receive up to three (3) replacement Carts, one (1) of each type, every ten (10) years during the term of the contract.

7.01.6.4 New carts. At the start of this Agreement, Contractor must supply new carts which comply with Collection Container specifications in Exhibit 3. If any changes to these specifications are adopted after the Effective Date that results in Contractor being required to replace Collection Containers before they have been fully depreciated, Contractor will be eligible for additional compensation in accordance with Section 4.09.

7.01.6.5 Repair of Garbage, Recycling and Organic Waste Carts. Contractor is responsible for the repair of Carts, including but not limited to, hinged lids, wheels and axles. Within five (5) Work Days of notification by the City or a Service Recipient of the need for such repairs, Contractor must repair the Cart or if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

7.01.6.6 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient within five (5) Work Days. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the term of this Agreement for moving to a larger Cart size. Each SFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar Year during the term of this Agreement for moving to a smaller Cart size. Accordingly, Contractor will be compensated only for the cost of those exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in accordance with the “Cart Exchange” service rate as set forth in Exhibit 1 or as may be adjusted this Agreement.

7.01.6.7 Additional Cart Request. Upon notification to the Contractor by City or a Service Recipient that additional Carts for Garbage, Recyclable Materials, or Organic Waste are requested, Contractor shall deliver such Carts to such Service Recipient within five (5) Work Days, at the rate set forth in Exhibit 1.

7.01.6.8 Ownership of Carts. Ownership of Carts is vested in the Contractor.

7.02 SFD Solid Waste Collection Service. This service is governed by the following terms and conditions:

7.02.1 Non-Collection. Contractor is not required to Collect any Residential Garbage that is not placed in a Garbage Cart. In the event of non-collection, Contractor will follow the steps set forth in Section 3.13.

7.02.2 Disposal Facility. Except as set forth below, all Residential Solid Waste Collected as a result of performing Solid Waste Collection Services must be transported to, and disposed of, at the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, Contractor must transport and dispose of the Residential Solid Waste at another legally permitted disposal facility. Failure to comply
with this provision will result in the levy of a penalty as specified in Exhibit 9 and may result in Contractor being in default under this Agreement. City has the right to designate Disposal Facility and agrees to adjust Maximum Service Rates to reflect City’s exercise of flow control rights.

7.03 SFD Recycling Service. This service is governed by the following terms and conditions:

7.03.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart may be placed beside the Recycling Cart if flattened during the three-week period beginning December 26th each year during the term of this Agreement.

7.03.2 Recycling - Improper Procedure. The Contractor is not required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are contaminated through commingling with Solid Waste or Organic Waste. To address contamination, Contractor must follow the steps set forth in Section 3.12.

7.03.3 Materials Recovery Facility. Except as provided in Section 3.12, all Recyclable Materials collected as a result of performing recycling services must be delivered to the Materials Recovery Facility. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 9 and may result in Contractor being in default under this Agreement. All expenses related to materials processing and marketing will be the sole responsibility of Contractor. City has the right to designate Materials Recovery Facility and agrees to adjust Maximum Service Rates to reflect City’s exercise of flow control rights.

7.03.4 Move In/Out Collection Service. Within three (3) months of opening a new account, at no additional charge, each SFD customer may request that Contractor provide one on-call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such as flattened cardboard boxes, and bundled newspaper and packaging foam. This will be offered as a one-time service for each new account. This service shall only include Recyclable Materials, and in the event that the Service Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall be counted as one of the SFD Service Recipient’s free annual Large Item Collections as set forth in Section 7.05.

7.03.5 Recycling - Changes to Services. Should changes in Applicable Law arise that necessitate any additions or deletions to the services described in this Section 7.03, including the type of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the services to be performed and the compensation to be paid in accordance with Section 28.01.1 before undertaking any changes or revisions to such services.

7.04 SFD Organic Waste Collection Service. This service is governed by the following terms and conditions:

7.04.1 Organic Waste Processing Services. Contractor must ensure that all Organic Waste Collected pursuant to this Agreement is diverted from the landfill in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law. Contractor must ensure that the Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except
for residue resulting from processing. If the organics processing facility accepts bagged organic waste (where bags are biodegradable or otherwise), then Contractor is obligated to accept bagged Organic Waste.

7.04.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Organic Waste transfer station, that has been agreed upon by the City. All expenses related to Organic Waste processing and marketing will be the sole responsibility of Contractor. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 9 and may result in Contractor being in default under this Agreement. City has the right to designate Organic Waste Processing Facility and agrees to adjust Maximum Service Rates to reflect City’s exercise of flow control rights.

7.04.3 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb for Collection during the three-week period beginning December 26th each year during the term of this Agreement. Contractor must deliver the Collected Holiday Trees to an appropriate facility for processing. This annual service will be provided at no additional charge to the Service Recipient. Contractor is not required to divert Holiday Trees with tinsel, flocking or ornaments.

7.04.4 Non-Collection. Contractor is not required to Collect Organic Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance with Section 3.12.

7.04.5 Home Compost Bins. Contractor shall store, promote, and distribute a maximum of 500 home compost bins per Calendar Year to be used by Service Recipients to compost Organic Waste. City is responsible for purchase of home compost bins delivered to Contractor’s place of storage.

7.05 SFD Large Item Collection Service. This service is governed by the following terms and conditions:

7.05.1 Conditions of Service. Contractor must provide Large Item Collection Service to all SFD Service Units in the Service Area whose Large Items have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor’s Collection crew and vehicle. Up to two (2) times per Calendar Year each Service Recipient is entitled to receive large item disposal amounting to a combined annual maximum of the equivalent of (a) 1.5 cubic yards of uncontainerized Solid Waste, or (b) six (6) large items, or (c) ten (10) 32-gallon bags at no additional cost and expense. For subsequent collection in any Calendar Year, the Contractor shall receive compensation from the customer at the rate for such service as set in Exhibit 1.

7.05.2 Frequency of Service. Large Item Collection Service will be provided on the next regular Collection day if the request is received at least two (2) Work Days in advance of the next regular Collection day. The Service Recipient may not intentionally commingle residential Large Items with other Residential Waste.
7.05.3 **Large Items Containing Freon.** In the event Contractor Collects Large Items that contain Freon, Contractor must handle such Large Items in a manner such that the Large Items are not subject to regulation as hazardous waste under applicable State and Federal laws or regulations.

7.05.4 **Maximum Reuse and Recycling.** Contractor must dispose of Large Items collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 7.05.4.1 Reuse as is (where energy efficiency is not compromised)
- 7.05.4.2 Disassemble for reuse or Recycling
- 7.05.4.3 Recycle
- 7.05.4.4 Disposal

7.05.5 **Disposal of Large Items.** Contractor may not landfill such Large Items unless the Large Items cannot be reused or recycled.

7.05.6 **City Direction of Large Items.** City reserves the right to direct Contractor to take specific types of Large Items Collected pursuant to this Section to designated sites not more than twenty (20) miles from City Hall for the purpose of reuse or recycling at no cost. Contractor has no obligation to dispose of the Large Item residue remaining at the directed site or sites after scavengers and recyclers have removed reusable or recyclable Large Items.

## Article 8. Commercial Service

8.01 **Commercial Conditions of Service.** Except as set forth below, Contractor must provide Commercial Collection Services to all Commercial Service Units in the Service Area, including MFD-C and MXD Service Units and City Service Units. This service is governed by the following terms and conditions:

8.01.1 **Provision of Service.** Contractor must provide Commercial Solid Waste Collection Service, Commercial Recycling Service and Commercial Organic Waste Collection Service to all Commercial Service Units Service Units in the Service Area whose Solid Waste, Recyclable Materials, and Organics Waste are properly containerized in Collection Containers as appropriate where the Collection Containers are accessible as set forth in Section 8.01.4. Contractor must offer Solid Waste, Recyclable Materials, and Organic Waste Carts in 32, 64, and 96-gallon sizes. Contractor must offer Solid Waste and Recyclable Materials Bins in 1, 2, 3, 4, and 6-cubic yard sizes (stab only, no wheels or maneuvering required for 6 cubic yard sized Bins) and 1, 1.5, 2, 3 and 4-cubic yard sizes for Organic Waste Bins. Contractor must offer Roll-off Containers in 10, 20, 30, and 40-cubic yard sizes, and Compactors. The size of the container and the frequency (above the minimum) of collection will be determined between the Service Recipient and Contractor. However, the size and frequency must be sufficient to provide that no Solid Waste, Recyclable Materials, or Organic Waste need be placed outside the Collection Container. The base Solid Waste Collection Service will include Commercial Recycling Service as described in Section 8.03.2 below, and Commercial Organic Waste Collection Service as described in Section 8.04.2 below.

8.01.2 **Bundled Service.** For the Commercial Solid Waste Collection Service system, the City wishes to utilize Garbage Bins as requested by the Commercial Service Recipient, and including at no additional cost the equivalent volume of recycling, and one (1) 32-Gallon Organic Waste Cart per 2 cu yd of weekly trash (garbage plus recycling) service as part of the base bundled Commercial Collection Service.
The actual configuration of Recycling and Organic Waste Cart and/or Bin sizes shall be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with the Contractor. Additional services may be requested by the Commercial Service Recipient. To be exempted from Commercial Recycling Service or Commercial Organic Waste Collection Service, Service Recipient must apply for exemption to the Contractor. All such exemption applications must be reported in the Waste Reporting System and approved by the City.

8.01.3 Hours of Collection. Commercial Collection Service must be provided, commencing no earlier than 7:00 a.m., and terminating no later than 7:00 p.m., Monday through Saturday, except for Holidays. There will be no Commercial Collection Service on Sundays. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement Administrator.

8.01.4 Accessibility. Contractor must Collect all Collection Containers that are readily accessible to Contractor's crew and vehicles and not blocked. However, Contractor must provide “push services” and “stinger/scout truck services” as necessary upon request during the provision of Commercial Collection Services for the Service Rate set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection and returning the Collection Containers back to their storage location. Stinger/scout truck services provide for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash collection trucks.

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

8.01.5.1 Purchase and Distribution of Collection Containers for New Commercial Service Units. Contractor must also distribute newly-painted Collection Containers as specified in Exhibit 4 to new Commercial and MFD/MXD Service Units that are added to Contractor’s Service Area during the term of this Agreement. The size and mix of the Collection Containers will be in accordance with the service agreement obtained by Contractor as set forth in this Agreement and the distribution must be completed within five (5) Work Days of receipt of the request for service.

8.01.6 Replacement of Collection Containers. Contractor's employees must avoid damage to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Service Recipient.

8.01.6.1 Each Commercial Service Unit is entitled to the replacement of one (1) lost, destroyed, or stolen Garbage, Recycling, and Organic Collection Container during the initial term of this Agreement at no cost to the Service Unit. Accordingly, Contractor will be compensated for the cost of those replacements in excess of one (1) Garbage, Recycling, and Organic Collection Container per Commercial Service Unit during the initial term of the Agreement, in accordance with the “Collection Container Exchange” Service Rate, as appropriate, set forth in Exhibit 1. Contractor must deliver a replacement Collection Container to such Service Unit within five (5) Work Days.
8.01.7 **Repair of Collection Containers.** Contractor is responsible for repair of Collection Containers. Within five (5) Work Days of notification by City or a Service Recipient of the need for such repairs, Contractor must repair the Collection Container or if necessary, remove the Collection Container for repairs and deliver a replacement Collection Container to the Service Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

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

8.01.9 **Newly painted Bins and Roll-off Containers.** At the start of this Agreement, Contractor must supply newly-painted Bins and Roll-off Containers in good condition which comply with Collection Container specifications in Exhibit 4. If any changes to these specifications are adopted after the Effective Date that results in Contractor being required to replace Collection Containers before they have been fully depreciated, Contractor will be eligible for additional compensation in accordance with Section 28.01.1.

8.01.10 **Ownership of Collection Containers.** Ownership of Collection Containers distributed by Contractor is vested in Contractor.

8.01.11 **Cleaning of Collection Containers.** Once each Calendar Year, if requested by the Commercial Service Unit, Contractor must clean all Collection Containers at the Commercial Service Unit’s premises or must replace the dirty Collection Containers with clean Collection Containers. Any Collection Container cleanings must be done in such a manner that results in no water entering the City’s storm drain system. This service must be provided at no charge to the Service Unit, so long as the service is not requested more than once per Calendar Year. In addition, regardless of whether or not this cleaning is requested by the Service Unit, Contractor will ensure that all Collection Containers are cleaned on an as-needed basis so as to maintain a clean appearance and proper function. Additional cleanings beyond once each Calendar Year will be subject to the Service Rate set forth in Exhibit 1.

8.02 **Commercial Solid Waste Collection Service.**

8.02.1 **Conditions of Service.** Contractor must provide Commercial Garbage Collection Service to all Commercial Service Units in the Service Area whose Solid Waste is properly containerized in Garbage Collection Containers, where the Garbage Collection Containers are accessible.

8.02.2 **Size and Frequency of Service.** This service must be provided as deemed necessary and determined between Contractor and the Commercial Service Unit, but such service must be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Service Unit and Contractor as long as the minimum frequency requirement is met. The size of the container...
and the frequency (above the minimum) of Collection will be determined between the Commercial Service Unit and Contractor. However, size and frequency must be sufficient to provide that no Solid Waste need be placed outside the Collection Container. Contractor must provide containers as part of the Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and supplied by Contractor.

8.02.3 Non-Collection. Contractor is not required to Collect any Commercial Solid Waste that is not placed in a Garbage Collection Container unless such Commercial Solid Waste is outside the Garbage Collection Container because of overflow. In the event of non-collection or overflow, Contractor must follow the steps as set forth in Section 3.13.

8.02.4 Disposal Facility. All Solid Waste collected as a result of performing Commercial Solid Waste Collection Services must be transported to, and disposed of, at the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, Contractor must transport and dispose of Solid Waste at another legally permitted disposal facility. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 9 and may result in Contractor being in default under this Agreement. City has the right to designate Disposal Facility and agrees to adjust Maximum Service Rates to reflect City's exercise of flow control rights.

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

8.03.1 Conditions of Service. Contractor must provide Commercial Recycling Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly containerized in Recycling Collection Containers except as set forth below, where the Recycling Collection Containers are accessible. The Maximum Service Rates for Contractor's Commercial Recycling Services are set forth in Exhibit 1.

8.03.2 Base Commercial Recycling Service. All Commercial Service Recipients subscribing to Commercial Solid Waste Collection Service must receive weekly collection of Recycling Materials with a minimum of at least one 96-gallon Recycling Cart per Service Recipient and included in the Bundled Rate set forth in Exhibit 1. The actual configuration of Recycling Collection Container sizes to be provided will be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with Contractor.

8.03.3 Size and Frequency of Service. This service will be provided as deemed necessary and determined between Contractor and the Service Recipient, but such service must be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Service Recipient and Contractor as long as the minimum frequency requirement is met. Service may be provided by Collection Container at the option of the Service Recipient. The size of the Collection Container and the frequency (above the minimum) of Collection will be determined between the Service Recipient and Contractor. However, size and frequency must be sufficient to provide that no Recyclable Materials need be placed outside the Collection Container. Contractor may charge for Commercial Recycling Services above the
weekly trash volume equivalent and must provide Recycling Collection Containers as a part of the Bundled Service with rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and supplied by Contractor.

8.03.4 Recycling - Improper Procedure. Contractor is not required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial Solid Waste and Organic Waste. Furthermore, Contractor is not required to collect Recyclable Materials that are contaminated through commingling with Solid Waste or Organic Waste. To address contamination, Contractor must follow the steps as set forth in Section 3.12.

8.03.5 Materials Recovery Facility. All Recyclable Materials Collected as a result of performing Recycling Services must be delivered to the Materials Recovery Facility. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 9 and may result in Contractor being in default under this Agreement. All expenses related to materials processing and marketing will be the sole responsibility of Contractor. City has the right to designate Materials Recovery Facility and agrees to adjust Maximum Service Rates to reflect City’s exercise of flow control rights.

8.03.6 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid in accordance with Section 28.01.1 before undertaking any changes or revisions to such work.

8.03.7 Compliance with AB 341. Contractor will develop and maintain its Commercial Recycling Service in a manner designed to assist City and the Service Recipients to achieve and maintain compliance with AB 341 and AB 1826. Contractor will notify Commercial Service Recipients of the requirements to comply with the laws starting January 1, 2022, and each January 1st thereafter. Contractor must provide the necessary volume of collection service to Commercial Service Units in order to be in full compliance with the law. In conjunction with the City’s ordinance supporting full compliance with AB 341 and AB 1826 by Commercial Service Units (i.e., “generators”), Contractor will conduct in-person outreach to all non-participating commercial covered generators a minimum of once per calendar year. Failure to conduct such outreach will result in a penalty as specified in Exhibit 9.

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

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

8.04.1 Conditions of Service. Contractor must provide Commercial Organic Waste Collection Service to all non-exempt (Section 3.04.3; AB 3036) Commercial Service Units in the Service Area whose Organic Waste is properly containerized in Organic Collection Containers, except as set forth
below in Section 8.04.5, where the Organic Waste Collection Containers are accessible. Contractor will conduct a site visit with each non-exempt Service Recipient to determine the specific materials to be included the Service Recipient’s Organic Waste Collection (i.e., Food Waste, Green Waste, combined Food and Green Waste). Contractor will charge for collection of Organic Waste within the Bundled Service rate specified in Exhibit 1. For Organic Waste collected in Collection Containers beyond the size specified in the Bundled Service rate, Contractor will charge at the rate set forth in Exhibit 1. Contractor agrees that not all Service Units will elect to receive Organic Waste Collection Service in Carts, and that Contractor will provide Organic Waste Collection Bins upon request and as necessary. Service Recipients may elect to add Green Waste only Collection Bins to their service at pricing included in Exhibit 1. Contractor will provide a sufficient number of Collection Containers and at a collection frequency to allow for any such Service Unit to utilize the collection of Organic Waste. Commercial Organic Waste Collection will occur Monday through Saturday upon request and as necessary. City shall provide Contractor a list of the names and addresses of Commercial Service Units that are approved by City for exemption from Organic Waste Collection.

8.04.2 Organic Waste Processing Services. Contractor must ensure that all Organic Waste Collected pursuant to this Agreement is diverted from the landfill in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law. Contractor must ensure that the Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except for residue resulting from processing. If the organics processing facility accepts bagged organic waste, then Contractor is obligated to accept bagged Organic Waste.

8.04.3 Organic Waste Processing Facility. Contractor must deliver all Collected Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Organic Waste transfer station, that has been agreed upon by the City. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 9 and may result in Contractor being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of Contractor. City has the right to designate Organic Waste Processing Facility and agrees to adjust Maximum Service Rates to reflect City’s exercise of flow control rights.

8.04.4 Organic Waste Collection Frequency. Contractor must comply with CalRecycle collection frequency requirements as they may apply during the term of this Agreement. If any such changes to collection frequency are adopted after Effective Date that result in Contractor being allowed to reduce the frequency of Garbage or Organic Waste Collection, or otherwise cause Contractor to reduce its collection costs as a result in a change in Garbage or Organic Waste collection frequency, Contractor must provide City with its estimate of reduced its costs and shall make adjustments to the Maximum Service Rates.

8.04.5 Base Commercial Organic Waste Service. All Commercial Service Recipients subscribing to Commercial Garbage Collection Service must receive weekly collection of the equivalent volume of at least one (1) 32-gallon Organic Waste Cart per Service Recipient included in the Bundled Service rate. The actual configuration of Organic Waste Collection Container sizes to be provided will be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with Contractor. Contractor may charge for Commercial Organic Waste Collection as set forth in Exhibit 1 for Commercial Organic Waste Service greater than the base 32-gallon Organic Waste Cart.
8.04.6 Size and Frequency of Service. This service will be provided as deemed necessary and determined between Contractor and the Service Recipient, but such service must be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Service Recipient and Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the Service Recipient. The size of the container and the frequency (above the minimum) of Collection will be determined between the customer and Contractor. However, size and frequency must be sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and supplied by Contractor.

8.04.7 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic Waste if the Service Recipient does not separate the Organic Waste from Solid Waste and Recyclable Materials. Furthermore, Contractor is not required to collect Organic Waste that is contaminated through commingling with Solid Waste or Recyclable Materials. To address contamination, Contractor must follow the steps set forth in Section 3.12.

8.04.8 Organic Waste Processing Facility. Subject to Section 8.04.3, all Organic Waste Collected as a result of performing Organic Waste Collection Services must be delivered to the Organic Waste Processing Facility. Failure to comply with this provision will result in the levy of an administrative charge as specified in this Agreement and may result in Contractor being in default under this Agreement.

8.04.9 Organic Waste - Changes to Services. Should changes in law arise that necessitate any additions or deletions to the services described in this Section 8.04 including the type of items included as Organic Waste, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the services to be performed and the compensation to be paid in accordance with Section 28.01.1 before undertaking any changes or revisions to such services.

8.04.10 Compliance with AB 1826 and SB 1383. Contractor will develop and maintain its Commercial Organic Waste Collection Service in a manner designed to assist City and Service Recipients to achieve and maintain compliance with AB 1826 and SB 1383. Contractor will notify non-exempt covered businesses of the requirements to comply with the law annually starting January 1, 2022. Contractor will offer to provide the volume of collection service that covered businesses require to be in compliance with the law. In conjunction with the City’s ordinance supporting full compliance with AB 341, SB 1383 and AB 827 by Commercial Service Units (i.e., “generators”), Contractor will conduct in-person outreach to all non-participating non-exempt commercial covered generators as specified in Section 18.02. Failure to conduct such outreach will result in a penalty as specified in Exhibit 9.

8.04.11 Additional Organic Waste Collection Containers. Contractor must provide additional Organic Waste Collection Containers to Service Recipients at the rates listed in Exhibit 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting out additional Organic Waste materials for regular weekly Organic Waste Collection Service.
Article 9. Multi-Family Dwelling Service with Individual Carts (MFD-I)

9.01.  Conditions of Service. As in Section 7.01.

9.01.1.  MFD-I Curb Service. As in 7.01.1

9.01.2.  MFD-I Bundled Service. A weekly Bundled MFD-I Solid Waste Collection Service system will be utilized with either one (1) 64-Gallon Garbage Cart (with the option to downsize to a 32- or upsize to a 96-Gallon Garbage Cart), one (1) 64-Gallon Recycling Cart (with the option to downsize to upsize to a 96-Gallon Recycling Cart), and one (1) 96-Gallon Organic Waste Cart as part of the base MFD-I Solid Waste Collection Service; or for those MFD-I complexes without need for individual yard waste containers, one (1) 64-Gallon Garbage Cart (with the option to downsize to a 32- or upsize to a 96-Gallon Garbage Cart), one (1) 64-Gallon Recycling Cart (with the option to downsize to upsize to a 96-Gallon Recycling Cart), and one (1) 32-Gallon Organic Waste Cart (with the option to upsize to a 64- or 96-Gallon Organics Cart) as part of the base MFD-I Solid Waste Collection Service. Pricing for upsizing or downsizing Carts, and additional Carts, relative to the base Bundled Service are included in Exhibit 1. The actual configuration of Garbage, Recycling and Organic Waste Cart sizes shall be at the option of the Service Recipient. MFD-I complexes which lack storage space for an Organics Waste Cart at each individual site may substitute a 2-bin service (Garbage Cart and Recycling Cart) provided that the Facility’s management subscribe to service of centralized Organic Waste Collection Containers.

9.01.3.  MFD-I On-Premises Service. Refer to 7.01.3

9.01.4.  MFD-I Frequency and Scheduling of Service. Refer to 7.01.4

9.01.5.  MFD-I Manner of Collection. Refer to 7.01.5.

9.01.6.  MFD-I Replacement of Carts. Refer to 7.01.6.

9.02.  MFD-I Solid Waste Collection Service. Refer to 7.02.

9.03.  MFD-I Recycling Service. Refer to 7.03.


9.05.  MFD-I Large Item Collection Service. Refer to 7.05.

Article 10. Multi-Family Dwelling with Centralized Bin Service (MFD-C)

10.01.  MFD-C Collection Service. As in Section 8.01.

10.02.  MFD-C Solid Waste Collection Service. As in Section 8.02.

10.03.  MFD-C Recycling Service. As in Section 8.03.

10.03.01.  MFD-C Move In/Out Collection Service. Within three (3) months of opening a new account, at no additional charge, each MFD-C customer may request that Contractor provide one on-call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such as flattened cardboard boxes, and bundled newspaper and packaging foam. This will be offered as a one-time service for each new account. This service shall only include Recyclable Materials, and in the event that the Service Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall be
counted as one of the MFD-C Service Recipient’s free annual Large Item Collections as set forth in Section 10.06.

10.04. MFD-C Organic Waste Collection Service. As in Section 8.04

10.05. MFD-C Large Item Collection Services. This service is governed by the following terms and conditions:

10.05.01. Conditions of Service. Contractor shall provide Large Item Collection service to MFD-C Service Units (subject to permission from each MFD-C Service Unit owner or property manager), by providing such Collection one (1) time per month on a designated date, at a designated location within the MFD-C Service Unit. Contractor shall work with the owner or property manager of each MFD-C Service Unit to arrange for a monthly Large Item Collection date. On each such Collection date, Contractor shall Collect all Large Items placed for Collection at the designated location at no charge.

10.05.02. Frequency of Service. As set forth in Section 10.05.01.

10.05.03. Large Items Containing Freon. As set forth in Section 7.05.3.

10.05.04. Maximum Reuse and Recycling. As set forth in Section 7.05.4.

10.05.05. Disposal of Large Items. As set forth in Section 7.05.5.

10.05.06. City Direction of Large Items. As set forth in Section 7.05.6.

Article 11. Mixed Use Dwelling Service (MXD)

11.01. MXD Collection Service. As in Section 10.01.

11.02. MXD Solid Waste Collection Service. As in Section 10.02.

11.03. MXD Recycling Service. As in Section 10.03.

11.03.01. MXD Move In/Out Collection Service. As in Section 10.03.1

11.04. MXD Organic Waste Collection Service. As in Section 10.04

11.05. MXD Large Item Collection Services. As in Section 10.05

Article 12. City Services

12.01 City Collection Conditions of Service. City Collection Services shall be governed by the following terms and conditions:

12.01.1 Contractor shall provide Garbage, Recyclable Material, and Organic Waste Collection Services to all City Service Units (and where applicable, subject to the conditions in this section), where the Containers are not blocked and are accessible by Contractor’s Collection Vehicles. The frequency of collection may be designated by the City, but not to exceed six (6) times per week per container. City may change the City Service Units receiving service, and the container volume and collection frequency provided to any City Service Unit. Contractor shall provide this service and charge the City in accordance with the Commercial Service Recipient Rates set forth in Exhibit 1.
12.01.2 Contractor shall receive written permission from the City before placing any Collection Containers on City owned property for service.

12.01.3 Contractor shall limit the number of trips and the path of travel for Collection Vehicles in City parking lots.

12.01.4 Municipal Service Center
1. Contractor shall collect and dispose of Solid Waste and collect and process Green Waste and Recyclable Materials generated at the City’s Municipal Service Center, currently located at 1993 Rancho Conejo Blvd. in Newbury Park and charge the City in accordance with the Service Recipient Rates as set forth in Exhibit 1. Contractor shall also collect and process Green Waste and Recyclable Materials brought to the City’s Municipal Service Center by City or City-contracted personnel. Contractor shall provide hauling for Roll-off Containers and Bins outside the Municipal Service Center and used by City street maintenance and landscape crews and shall charge the City in accordance with the Service Recipient Rates as set forth in Exhibit 1 for disposal or processing from such sources.

2. Contractor shall provide a liaison staff to meet twice each calendar year with Municipal Service Center personnel managing solid waste collection at the MSC. Contractor staff shall provide education information, including staff training sessions, to maximize source separation and material recovery opportunities at the MSC.

12.02 City Clean-Up Services.
12.02.1 City’s Enforcement Clean-Up Services. Within one (1) Work Day of a request from the Agreement Administrator, Contractor shall provide Roll-off Containers to support City’s Enforcement Clean-Up Services in the Service Area. City shall be responsible for loading or arranging for loading of each Roll-off Container. Contractor shall collect, transport and deliver City Code Enforcement Clean-Up Services Garbage, Recyclable Material, and Organic Waste to a Disposal Facility, the Materials Recovery Facility, or Organics Processing Facility, as appropriate given the characteristics of the load. Contractor shall deliver, and collect, transport and process the City’s Enforcement Clean-Up Services waste from up to ten (10) Roll-off Containers each Agreement Year at no charge to the City. Contractor shall be entitled to charge the City for collected materials exceeding ten (10) collections per Agreement Year in accordance with the Service Recipient Rates as set forth in Exhibit 1.

12.02.2 City’s clean-up and removal of downed trees. Within four (4) hours of a request from the Agreement Administrator, Contractor shall provide Roll-off Containers to support City’s clean-up and removal of downed trees that result from natural events (storms, high winds etc.) in the Service Area. City shall be responsible for loading or arranging for loading of each Roll-off Container. Contractor shall collect, transport and deliver said Organic Waste to an Organics Processing Facility for recycling. Contractor shall deliver, and collect, transport and process organic material from up to ten (10) Roll-off Containers each Agreement Year at no charge to the City. Contractor shall be entitled to charge the City for Roll-Off Service exceeding ten containers per Agreement Year in accordance with the Service Recipient Rates as set forth in Exhibit 1.

12.02.3 Abandoned Waste/Illegal Dumping Reporting. When conducting service within the City, Contractor shall direct its Collection Vehicle drivers to report to Contractor sightings of illegal dumping of Waste by recording: (i) the addresses of any Service Area where Garbage, Recyclable Material, and/or
Organics Waste is accumulating; and (ii) the address, or other location description at which Garbage, Recyclable Material, and/or Organics Waste has been dumped. Contractor shall report to the City sightings and the recorded address within three (3) Work Days.

12.02.4 **Abandoned Waste/Illegal Dumping Clean-up.** At City’s direction, Contractor shall collect, transport and process dumped items from up to fifty (50) illegal dumping clean-up requests per year at no additional charge to City. Contractor shall be entitled to charge the City for requests in excess of fifty (50) collections per Agreement Year in accordance with the Service Recipient Rates as set forth in Exhibit 1.

12.03 **City-Sponsored Events Service.** Upon request by the City, Contractor shall provide Containers, Collection Services, and Street Sweeping Services at up to five (5) City-Sponsored Events annually, including but not limited to those specified in Exhibit 2, at no cost to the City.

12.04 **Large Item Collection Service.** Contractor shall collect Large Items, including E-Waste and Universal Waste, from City Services Units on an on-call basis on the same terms and conditions as are provided to SFD Service Units per Section 7.05 at rates specified in Exhibit 1.

**Article 13. Additional Services**

13.01 **Free Landfill Days.** SFD and MFD, MFD-C, MFD-I and MXD Service Recipients are allowed to utilize the designated landfill site (Simi Valley, Calabasas, Toland Road Landfills or such other mutually agreeable site) at no cost to the Service Recipient, up to three (3) times each Calendar Year on designated Free Landfill and Recycling Days at specified hours. Service Recipients must present evidence of home address within the City to the landfill at the entrance gate and be prepared to unload their own materials. No commercial vehicles or commercial waste will be accepted, nor will waste or materials from landscaping companies. Residents can bring up to two loads per event, using a vehicle no larger than a five (5) passenger automobile or a pickup truck. Hazardous materials, electronic waste, liquids and medical/biological waste are not accepted. Contractor is responsible for coordinating and facilitating Free Landfill Days with the designated landfill, including paying all costs associated with advertising, and disposal of all materials.

13.02 **Public Area Waste Collection.** At no additional cost or expense to the City, Contractor shall provide Garbage and Recyclable Material Collection Service from Collection Containers placed at up to 150 public-right-of-way locations designated by the City. City to provide containers. Garbage and Recyclable Material Collection Containers shall be serviced on a regular schedule of no less than two days per week, and three days per week for high usage areas, or as-needed basis as directed by the City, to avoid any overflow of materials. Total Collection Container service shall not exceed the equivalent of 150 locations at 120 gallons per location collected two days per week. There will be flexibility in collection capacity at each location.

13.03 **Street Sweeping Services.** Contractor shall perform street sweeping services as described in Exhibit 7. The designated parking areas for weekly street sweeping are listed in Exhibit 7.

13.04 **Household Hazardous Waste Home Collection Service.** Contractor shall provide Household Hazardous Waste Home Collection Service as described in Exhibit 8.
Article 14. Collection Routes

14.01 Service Routes. Contractor must provide City with maps precisely defining Collection routes, together with the days and the times at which Collection will regularly commence.

14.02 Service Route Changes. Contractor must submit to City, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. Contractor may not implement any route changes without the prior review of the Agreement Administrator. If the change will change the Collection day for a Service Recipient, Contractor must notify those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date of implementation.

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

Article 15. Minimum Performance and Diversion Standards

15.01 Agreement Extension. In order to receive the Agreement term extension offer set forth in Article 2 of this Agreement, Contractor must meet or exceed the following annual minimum performance and diversion standards in each Calendar Year beginning January 2023.

15.01.1 Performance Standards. Assessment of penalties and charges, as set forth in Exhibit 9 of this Agreement, totaling less than $50,001 in any one (1) Calendar Year.

15.01.2 Minimum Diversion Standards. Contractor must meet the requirements set forth in Article 5.

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

15.02 Billing/Financial Audit and Performance Reviews

15.02.1 Contractor shall review its billings to all Customers. The purpose of the review is to determine that the amount which the Contractor is billing each Customer is correct with regard to the level of service (i.e., frequency of collection, size of container, location of container) at the rates approved by City Council resolution. The Contractor shall review Customer accounts not less than annually and provide a written certification to the City that all such billing is correct. The documentation of the review, as well as verification that any errors have been corrected should be provided to the City annually.

15.02.2 Selection and Cost. City may conduct billing audit, financial audit and performance reviews (together, “reviews”) of Contractor’s performance during the term of this Agreement. The reviews will be performed by the City or a qualified firm under contract to City. City will have the final responsibility for the selection of the firm. City may conduct reviews at any time during the term of the Agreement. City and Contractor agree to each pay fifty-percent (50%) of the cost of the audits and performance reviews provided for under Section 15.02.
1. **Full Reviews During Initial Term.** City may conduct three (3) full reviews with costs apportioned as stated in 15.02.2 during the Initial Term of this Agreement. The purpose of these full reviews will be as described in Section 15.02.3 below.

2. **Full Review During Extension Period.** In the event that Contractor is granted an extension to the term of this Agreement as described in Section 2.02, City may conduct one (1) additional full review during each of the five (5) year extension periods. The purpose of this full review is described in Section 15.02.3. For each of these full review costs will be apportioned as stated in 15.02.2.

15.02.3 **Purpose.** The reviews will be designed to verify that customer billing rates have been properly calculated and they correspond to the level of service received by the customer, verify that Contractor is correctly billing for all services provided, Franchise Fees, Solid Waste Management Fees and other fees required under this Agreement have been properly calculated and paid to City, verify Contractor’s compliance with the reporting requirements and performance standards of this Agreement, verify the diversion percentages reported by Contractor, and verify any other provisions of the Agreement. City (or its designated consultant) may utilize a variety of methods in the execution of this review, including, but not limited to, analysis of relevant documents, on-site and field observations, and interviews. City (or its designated consultant) will review and document the items in the Agreement that require Contractor to meet specific performance standards, submit information or reports, perform additional services, or document operating procedures, that can be objectively evaluated. This information will be documented and be formatted in a “compliance checklist” with supporting documentation and findings tracked for each of the identified items. The review will specifically include a determination of Contractor’s compliance with the diversion requirements of Article 5, and the public outreach and education requirements of Article 18. City (or its designated consultant) may review the customer service functions and structure utilized by Contractor. This may include Contractor’s protocol for addressing customer complaints and service interruption procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and addressing complaints. On-site and field observations by City (or its designated consultant) may include, but are not necessarily limited to:

1. Interviews and discussions with Contractor’s administration and management personnel;
2. Review and observation of Contractor’s customer service functions and structure;
3. Review of public education and outreach materials;
4. Interviews and discussions with Contractor’s financial and accounting personnel;
5. Interviews with route dispatchers, field supervisors and managers;
6. Interviews with route drivers;
7. Interviews with vehicle maintenance staff and observation of maintenance practices; and
8. Review of on-route Collection Services, including observation of driver performance and collection productivity and visual inspection of residential routes before and after collection to evaluate cart placement and cleanliness of streets.
15.02.4 **Contractor’s Cooperation.** Contractor shall cooperate fully with the review and provide all requested data, including operational data, financial data of the type described in Section 15.01.1, and other data reasonably requested by City within fifteen (15) Work Days of the request.

15.02.5 **Additional Billing/Financial Audit and Performance Review.** In the event that the Billing/Financial Audit and Performance Review concludes that Contractor is not in compliance with all terms and conditions of this Agreement and such non-compliance is material, Contractor is subject to administrative fees and penalties as described in Exhibit 9 as well as reimbursement to the City for the full cost of the audit plus any underpayments discovered during the Audit. Additionally, City may conduct an Additional Billing Audit and Performance Review beyond the three specified in Section 15.02.02, to ensure that Contractor has cured any such area of non-compliance. Contractor will be responsible for the cost of any such Additional Billing/Financial Audit and Performance Review for a maximum cost of One-hundred Twenty Thousand Dollars ($120,000) (starting on January 1, 2022 and each January 1st thereafter, with the maximum cost for the review adjusted annually by the change in the CPI). For the purposes of a determination of non-compliance under this Agreement, Audit findings which result in underpayments of $100,000 or more shall be deemed material.

15.02.6 **City Requested Program Review.** City reserves the right to require Contractor to periodically conduct reviews of the SFD and Commercial Garbage, Recyclable Materials, and Organic Waste collection programs, provided that such reviews are reasonable and can be accomplished at no additional cost to Contractor and without interfering with Contractor’s operations. Such reviews could assess one or more of the following performance indicators: average volume of Recyclable Materials per setout per customer, average volume of Organic Waste per setout per customer, participation level, contamination levels, etc. Prior to the program evaluation review, City and Contractor will meet and discuss the purpose of the review and agree on the method, scope, and data to be provided by Contractor.

15.03 **Cooperation with Other Program Reviews.** Contractor shall cooperate with City and/or its agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to investigate customer participation levels and setout volumes and/or evaluate and monitor program results related to Garbage, Recyclable Materials and Organic Waste collected in City by Contractor, provided that such cooperation can be accomplished at no additional cost to Contractor and without interfering with Contractor’s operations.

**Article 16. Collection Equipment**

16.01 **Equipment Specifications.**

16.01.1 General Provisions. All equipment used by Contractor in the performance of services under this Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality standards, including all applicable provisions of Ventura County Air Pollution Control District. Collection vehicles must be designed and operated so as to prevent collected materials from escaping from the vehicles. Hoppers must be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the vehicles. All trucks and containers must be watertight and must be operated so that liquids do not spill during Collection or in transit.
16.01.2 Large Items. Vehicles used for Collection of Large Items may not use compactor mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other gases from pressurized appliances.

16.01.3 Collection Vehicles. Contractor must use new Collection Vehicles at the start of this Agreement and may not use any Collection Vehicle that is more than ten (10) years old during the term of the Agreement. Collection Vehicles must utilize low carbon (“alternative”) fuel, which must be renewable natural gas or electric unless otherwise authorized by the City. If during the term of the Franchise Agreement, new technologies are available such as hybrid or electric powered collection vehicles, the City or the Contractor may request/negotiate implementation of such new collection vehicles, with a corresponding change to the Maximum Service Rates to reflect additional cost or savings. During the Term, to the extent required by law, Contractor shall provide its Collection Vehicles to be in full compliance with all Applicable Laws, including State and Federal clean air requirements that are adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in California Code of Regulations, title 13, sections 2020 et seq., the Federal EPA’s Highway Diesel Fuel Sulfur regulations and all other applicable air pollution control laws.

16.01.4 Collection Vehicle Technology. Contractor must use Collection Vehicles fitted with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum speed. Contractor shall furnish to the City at no additional cost or expense any software and equipment necessary for City to track the location of Collection Vehicles in real time and to generate reports as needed. Collection Vehicles must also be fitted with cameras that are programmed to take photos, date and location stamped, to document violations, including contamination, overfilling, and lids not closed. GPS and camera data must be accessible by City.

16.01.5 Collection Vehicle Size Limitations / Overweigh Vehicle Charge. Contractor may not use any Collection Vehicle in violation of weight limitations in Applicable Law. The Contractor may exceed the Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the prior written consent of the Agreement Administrator. The limited time may not exceed 120 days. Contractor must report all instances of overweight vehicles to City monthly as part of its quarterly Franchise Fee submittal described in Section 3.06.2, and as part of its Annual Reports to the City described in Section 20.03.2. Contractor may be assessed administrative charges as specified in Exhibit 9 as a result of exceeding an overweight vehicle rate of five percent (5.00%) in any Calendar Year during the term of the Agreement. The overweight vehicle rate will be calculated as the total number of overweight Collection Vehicle instances during the Calendar Year, divided by the total number of Collection Vehicle loads transported during the Calendar Year. Prior to collecting administrative charges for overweight vehicles, the City shall afford Contractor a reasonable opportunity to provide the Agreement Administrator documentation of the extraordinary circumstance that caused the overweight vehicles. Extraordinary circumstances in this particular case include, but may be limited to, heavy rains or high winds that caused excess Green Waste to be generated, rain to accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened to extreme weather conditions. The Agreement Administrator shall have authority to consider Contractor’s documentation and uphold and collect the assessed charge, to reduce the charge, or waive and dismiss the charge. The Agreement Administrator shall also have the authority to waive charges in advance of an anticipated, or in response to and actual, emergency event.
16.01.6 **Registration; Inspection.** All vehicles used by Contractor in providing Collection Services under this Agreement, except those vehicles used solely on Contractor's premises, are to be registered with the California Department of Motor Vehicles. In addition, each such vehicle must be inspected by the California Highway Patrol in accordance with Applicable Law. Within two (2) Work Days of a request from the Agreement Administrator, Contractor must provide City a copy of its vehicle maintenance log and any safety compliance report, including, but not limited to, any report issued under California Vehicle Code sections 34500 and following, as well as the biennial “BIT” inspections conducted by the California Highway Patrol.

16.01.7 **Safety Markings.** All Collection equipment used by Contractor must have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

16.01.8 **Vehicle Signage and Painting.** Collection Vehicles must be painted and numbered without repetition and must have Contractor's name, Contractor’s customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of each vehicle. No advertising is permitted other than the name of Contractor, its logo and registered service marks, except promotional advertisement of the Recyclable Materials and Organic Waste programs, which is encouraged. City to approve any promotional material of the Recyclable Materials and Organic Waste Programs affixed to or painted on Contractor’s Collection Vehicles and may require such promotion to be utilized from time to time in order to encourage correct recycling, reduce contamination, and provide relevant education. Contractor must repaint all vehicles (including vehicles striping) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Agreement Administrator, but not less often than once every five years beginning January 1, 2022.

16.01.9 **Bin and Roll-off Signage, Painting, and Cleaning.** All metal bins and Roll-offs of any service type furnished by Contractor must be either painted or galvanized. All metal or plastic bins and Roll-offs must display Contractor's name, Contractor’s customer service telephone number, and the number of the Bin or Roll-off and must be kept in a clean and sanitary condition. Bins and Roll-offs should be free of dents and newly painted at the start of this Agreement, and painted as needed to maintain an orderly appearance throughout the term of the Agreement, but not less frequently than once every three years. Bins and Roll-offs may be subject to periodic, unscheduled inspections by City and determination as to sanitary condition will be made by City.

16.02 **Vehicle Certification.** For each Collection Vehicle used in the performance of services under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates and reports available for inspection upon request by the Agreement Administrator.

16.02.1 No later than January 1, 2022, Contractor must submit to the Agreement Administrator verification that each of the Contractor's Collection Vehicles has passed the California Heavy Duty Vehicle Inspection. Thereafter, Contractor must cause each vehicle in Contractor’s Collection fleet to
be tested annually in the California Heavy Duty Inspection Program and must, upon request, submit written verification to City within ten (10) Work Days of the completion of such test. Contractor may not use any vehicle that does not pass such inspection.

16.03 Equipment Maintenance. Contractor must maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment must operate properly and be maintained in a condition satisfactory to City. Contractor must wash all Collection Vehicles at least once a week.

16.04 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles. The log must at all times be accessible to City by physical inspection upon request of Agreement Administrator, and must show, at a minimum, each vehicle Contractor assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

16.05 Equipment Inventory. On or before January 1, 2022 Contractor shall provide to City an inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation and performance of services under this Agreement. The inventory must indicate each Collection Vehicle by Contractor assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance and rebuild status. Contractor must submit to the Agreement Administrator, either by fax or e-mail, an updated inventory annually to the City or more often at the request of the Agreement Administrator. Each inventory must also include the tare weight of each vehicle as determined by weighing at a certified scale used by Contractor. Each vehicle inventory must be accompanied by a certification signed by Contractor that all Collection Vehicles meet the requirements of this Agreement.

16.06 Reserve Equipment. Contractor shall have available to it, at all times, reserve Collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment must correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

**Article 17. Contractor’s Office**

17.01 Contractor’s Office. Contractor shall maintain an office or call center where calls and complaints can be received within Ventura County. Such office must be equipped with enough telephones that all Collection Service-related calls received during normal business hours are answered by an employee within five (5) rings. The office must have responsible persons in charge during Collection hours and must be open during such normal business hours, 8:00 a.m. to 5:00 p.m. on Monday through Friday. Contractor must provide either a local or toll-free telephone number that connects to the call center, and a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when the office is closed. Calls received after normal business hours must be addressed the next Work Day morning. If call center is not local to Ventura County, Contractor must also maintain a local office within Ventura County where Contractor can be reached during such normal business hours, 8:00 a.m. to 5:00 p.m. on Monday through Friday.

17.01.1 Emergency Contact. Contractor must provide the Agreement Administrator with an emergency phone number where the Contractor can be reached outside of the required office hours.
17.01.2 Multilingual/TDD Service. Contractor must at all times maintain the capability of responding to telephone calls in English and such other languages as City may direct. Contractor must at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

17.01.3 Service Recipient Calls. During office hours, Contractor must maintain a telephone answering system capable of accepting at least five (5) incoming calls at one time. Contractor must record all calls including any inquiries, service requests and complaints into a customer service log.

17.01.4 All incoming calls will be answered at the local office or call center within 5 rings. Any call “on-hold” in excess of 1.5 minutes must have the option to remain “on-hold” or request a “call-back” from a customer service representative. Contractor’s customer service representatives must return Service Recipient calls. For all messages left before 3:00 p.m., all “call backs” must be attempted a minimum of one time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all “call backs” must be attempted a minimum of one time prior to noon the next Work Day. Contractor must make minimum of three (3) attempts within one (1) Work Day of the receipt of the call. If Contractor is unable to reach the Service Recipient on the next Work Day, Contractor must send a postcard to the Service Recipient on the second Work Day after the call was received, indicating that the Contractor has attempted to return the call.

Article 18. Contractor Support Services

18.01 Sustainability/Compliance Representative. Contractor will hire staff, including at least one dedicated full-time Sustainability/Compliance Representative, to conduct site visits and provide outreach and education in support of meeting Franchise and CalRecycle Diversion requirements and to meet State mandates associated with AB 939, AB 341, AB 1826, AB 827, AB 1594, SB 1016, and SB 1383, and all amendments and related subsequent legislation. The Sustainability/Compliance Representative shall be available as needed to meet with the City and conduct site visits to implement Recycling and Organics programs in the Service Area at least four days a week throughout the year.

18.02 Sustainability and Compliance Plan. Contractor, at its own expense, must prepare, submit and implement an annual (Calendar Year) Sustainability and Compliance Plan (“Plan”), which will guide Contractor’s staffs’ work efforts. This Plan will include measures to meet diversion targets, increase diversion, and increase participation of Service Recipients in recycling and organics diversion programs, and should target certain Recyclable Materials or “problem” areas, including recycling and organics sorting and contamination, within Contractor’s Service Area where improvements can be maximized. Planned outreach and education services, and outreach materials should be included as part of the Plan and updated annually. Targets of outreach should be based on local trends and recycling patterns from data obtained by both the City and Contractor. Contractor will maintain current and state-of-the-art public outreach and education services throughout the term of this Agreement by providing outreach materials to Service Recipients electronically (via email and social media). Contractor must submit first year draft Plan to the City prior to the start of this Agreement and by August 1st each year thereafter for the term of the Agreement. City review and provide revisions to draft Plan within thirty (30) days of receipt. Contractor must revise and submit final Plan to City by April 1, 2022 for first year and thence by November 1st each year thereafter for the term of the Agreement. Contractor’s Plan is provided in Exhibit 12. Contractor will be required to expend at least seventy-five thousand dollars ($75,000) per year (as adjusted annually by the
CPI Adjustment), for the development of the Plan and its implementation, which may include the annual subscription cost for the City’s Waste Reporting System but may not include personnel costs associated with the Sustainability/Compliance Representative. The Sustainability and Compliance Plan must include the following:

18.02.1. **City-specific website.** Contractor shall maintain a City-specific website that fully explains the Contractor’s services and rates, the diversion options available, and allows Service Recipients to submit service changes, inquiries, complaints or queries. The website must describe and promote the use of the available Recyclable Materials and Organics services. Contractor’s local website must provide information specific to the City’s programs. Contractor will ensure that information provided on the website is maintained and up-to-date. Content will include proper container set out, educational materials, newsletters and program descriptions.

18.02.2. **Recycling resources.** Contractor shall maintain accurate list of recyclable materials on its website, and promote proper recycling to all Service Recipients. Contractor shall consult, collaborate, and coordinate its recycling outreach and educational materials and activities with the City and incorporate the City’s input on the Contractor’s recycling resources and programs.

18.02.3. **School education and outreach.** Contractor shall develop and utilize a program to educate on proper recycling that offers tools to assist with proper recycling for all ages. Educational information should include brochures, school resources such as recycling curriculums, kid’s activity flyers, posters, myth busters, and recycling art activities. Contractor shall develop and distribute educational material, and conduct onsite outreach annually to all school campuses in the franchise area, including those in the Conejo Valley Unified School District, private schools, and California Lutheran University. Materials must be approved by City before distribution. Examples include: recyclable materials list, recycling tips, battery and bulb education, food waste collection and donation, and HHW education. Educational material shall be distributed to campuses by mail and/or in person on or before September 30th annually, and site visits must be completed by November 30th.

18.02.4. **MOR Compliance Notices.** Contractor shall send Mandatory Organics Recycling (MOR) compliance notices quarterly to all eligible Commercial entities and MFDs/MXDs that do not subscribe to organics collection service with the Contractor, and/or do not provide an alternate method for diverting organic waste, in conformance with SB 1383 and AB 1826. These notices shall also notify businesses of requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the month following the end of the quarter.

18.02.5. **MCR Compliance Notices.** Contractor shall send Mandatory Commercial Recycling (MCR) compliance notices quarterly to all eligible Commercial entities and MFD’s that do not subscribe to recycling collection service with the Contractor, and/or do not provide an alternate method for diverting recyclable materials, in conformance with AB 341. These notices shall also notify businesses of requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the month following the end of the quarter.

18.02.6. **MOR Site Visits.** Contractor shall conduct site visits to all eligible Commercial entities and MFDs/MXDs once per year for the first three years and thereafter every other year for businesses that subscribe to Organics Collection Service and every year for businesses that do not
subscribe to organics collection service in conformance with SB 1383 and AB 1826. Contractor shall conduct visits on or before June 30th.

18.02.7. **MCR Site Visits.** Contractor shall conduct site visits to all eligible Commercial entities and MFDs/MXD s once per year for the first three years and thereafter every other year for businesses that subscribe to Recycling Collection Service and every year for businesses do not subscribe to Recycling Collection Service with the Contractor. Contractor shall conduct visits on or before June 30th.

18.02.8. **Waste Audits.** Contractor shall complete Recycling and Solid Waste audits for twenty (20) Commercial or MFD/MXD Service Recipients per month and provide recommendations to customers on how to improve overall resource efficiency.

18.02.9. **Compliance Reporting.** Contractor shall report contaminations and overage issues via the City’s Waste Reporting System.

18.02.10. **Right-sizing containers.** Contractor must right-size Collection Containers to maximize diversion from SFD, MFD/MXD and Commercial Service Recipients.

18.02.11. **Education and Outreach materials.** Contractor must implement public education and outreach in conformance with applicable laws (e.g. SB 1383, AB 1826, AB 827, AB 939, AB 341, AB 1594, etc.) and in coordination with the City. Contractor shall attend public events and host booths to promote recycling education and awareness. Contractor will work with City to identify which special events will be attended. Contractor, together with City, shall work with local media to ensure information on new programs, events, recycling, organics etc. is communicated to the community. Contractor shall use a variety of options such as local paper, news, websites, Homeowners Associations, schools and civic groups to distribute information and education about City solid waste and recycling programs, and events. Contractor shall distribute educational material to Service Recipients a minimum of once a quarter by mail or electronically. These materials should include tips on recycling properly, use of organics containers, composting, battery and electronics education, prevention of contamination issues, proper Collection Container placement, resource information, and HHW education.

18.02.12. **Service Recipient Personnel Training.** Contractor shall advise and educate appropriate personnel (management, employees, janitors, etc.) at MFD/MXD and Commercial Service Units on methods and recommendations to increase recycling and decrease landfilling including best practices for recycling, waste reduction and availability and use of in-house recycling containers.

18.02.13. **Available Services Notice and Information.** At least annually Contractor must publish and distribute (by mail or electronically) a notice to all Service Units regarding the full range of services offered. The notice must contain at a minimum (i) definitions of the materials to be Collected, (ii) procedures for setting out materials, (iii) the days when Garbage Collection Services, Recycling Services, and Organic Waste Collection Services will be provided, (iv) Contractor’s local customer service phone number, (v) instructions on the proper filling of Containers, (vi) instructions as to what materials may or may not be placed in Recyclable Materials or Organic Waste Containers, (vii) how to select container sizes to maximize diversion, (viii) participation in recycling and organics programs, (ix) the fees for overage and contamination in the event of non-compliance, (x) the availability of on-premises Collection Services, including the availability of no-charge on-premises Collection Services for qualified persons, (xi) Large
Items Collection Services, (xii) HHW Services, and (xiii) the dates and locations of Free Landfill Days. The notice must be provided in English, and other languages as directed by the City, and must be distributed by Contractor no later than February 1st of each year.

18.02.14. **Approach to meeting City’s diversion requirements.** Contractor must document approach to meeting City’s diversion requirements by specific diversion program type (SFD, MFD, Commercial, Recyclable Material, Organic Waste, Bulky Waste, etc.) and must be tied to both specific and public education programs. This must include an implementation schedule showing the specific programs and tasks, milestones, and time frames for meeting the diversion requirements.

18.02.15. **Tonnage table.** Contractor must provide as part of the Plan, a tonnage table segregated by SFD, MFD/MXD, Commercial, and Additional Services that estimates tonnages for Recyclable Material and Organic Waste delivered and processed, and the estimated residual tonnages for each calendar year of the Franchise Agreement.

18.02.16. **Environmental Stewardship.** Contractor must describe all environmental management policies and activities related to the solid waste collection service, including the use of alternative fuel vehicles, reduction of air emissions and wear and tear on the City’s streets, use of recycled products throughout operations, internal waste reduction and reuse protocol, water and resource conservation activities within facilities (design, construction and operation), compliance with laws governing e-waste, HHW, and u-waste, and use of non-toxic products when possible.

18.03 **News Media Relations.** Contractor will work with local media to ensure information is communicated to community (new programs, events, recycling information, etc.). Contractor to use options, such as; local Newspaper, Radio/TV News outlets, Websites and Social Media. Contractor will notify the City Representative by e-mail or phone of all requests for news media interviews related to the services covered under this Franchise Agreement within one (1) Work Day of Contractor’s receipt of the request. When practicable, before responding to any inquiries involving controversial issues or any issues likely to affect participation or customer’s perception of services, Contractor will discuss Contractor’s proposed response with the City Agreement Administrator.

18.05 **Annual Recycling Awards.** Contractor will recognize outstanding participation in Recycling and/or Organic Waste programs by identifying “recycling all-stars” for recognition at a City Council meeting during each November, beginning November 2022.

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

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

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

18.07. Acceptable Materials Labeling. Contractor must affix to each Recycling and Organics Collection Container a sticker that clearly lists Acceptable materials to be placed in these containers. Stickers must be replaced annually and include any updates in the list of Acceptable materials (Exhibit 6).

18.08. Mulch or Compost Delivery. At no cost to the City, Contractor must provide City with mulch or compost materials (i.e., “Recovered Organic Materials”) at a volume to allow the City to comply with SB 1383. Contractor must deliver mulch or compost materials at a time and location mutually agreeable between the City and Contractor. Delivered mulch or compost can be in bulk form or bagged.

18.09. Edible Food Recovery Support. At no cost to the City, Contractor must provide support to the City’s Edible Food Recovery program as required under SB 1383. Contractor support may include educating commercial edible food generators, providing records of site visits, conducting education efforts, and providing lists of food recovery organizations. Contractor will assist the City in conducting Food Waste and Green Waste surveys and diversion programs by providing accurate and timely service data, conducting site visits, and distributing materials.

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

18.011. Transition Plan. Contractor must adhere to the approved Transition Plan in Exhibit 10 that describes the timeline, milestones and schedule of actions/events for the provision of new services. Beginning on the Effective Date and for the following twelve (12) months, the Contractor must meet with key City staff on a monthly basis to review, at a minimum, program performance, current and anticipated activities, specific outreach performed to promote high participation in diversion programs, ability for Service Recipients to change service levels, awareness of and participation in Bulky Waste Collection, methods to monitor contamination, Service Recipient service messaging on diversion programs. Starting in January 2023, at the City’s option, the frequency of meetings may be reduced.

18.012. Operations Plans. Contractor must adhere to the Operations Plans attached as Exhibits 13 – 15 that present the specific collection and processing programs that will be implemented in the City.


iii. HHW Home Collection Operations Plan. See Exhibit 15.
Article 19.   Emergency Service

19.01  Revised Services During an Emergency. In the event of a major storm, earthquake, fire, natural disaster, or other such event, the Agreement Administrator may grant the Contractor a variance from regular routes and schedules, which will not be withheld unreasonably. As soon as practicable after such event, Contractor must advise the Agreement Administrator when it is anticipated that normal routes and schedules can be resumed. The Agreement Administrator will make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. Contractor will receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit 1 provided Contractor has first secured written authorization and approval from City through the Agreement Administrator. City will be given equal priority and access to resources as with other franchise jurisdictions held by Contractor or its affiliates.

19.02  Disaster Recovery Support. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, Contractor agrees to provide disaster recovery support to a reasonable degree, upon request by Agreement Administrator. This may include additional hauling of debris, special handling such as burrito wrapping, temporary storage of debris where feasible, additional disposal, use of different transfer and disposal facilities, and documentation of debris type, weight, and diversion. Contractor should follow protocol laid out in the County of Ventura’s Disaster Debris Plan (1999) and any subsequent County or City Disaster Debris Plans, as applied to solid waste hauling and handling.

Article 20.   Record Keeping and Reporting Requirements

20.01  Record Keeping. Notwithstanding Article 45 herein:

20.01.1  Accounting Records. Contractor must maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records will be subject to audit, copy, and inspection for the purposes set forth in Section 15.02.3. Gross receipts derived from provision of the Collection Services, whether such services are performed by Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for a period of not less than four (4) years following expiration or other termination hereof, full, complete and accurate records, including all cash, billing and disposal records, as indicated in the Agreement.

1.  City reserves the right to request audited, reviewed, or compiled financial statements prepared by an independent Certified Public Accountant, or as may be provided by Contractor or its parent company. In the event that Contractor does not maintain separate financial or accounting records prepared specifically for services provided under this Agreement, Contractor may use industry standard allocation methods to provide financial information as applicable to the service provided under this Agreement.

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

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

20.01.4 Report Format. All reports to be submitted in a format approved by the City, including electronic data submission in the City’s Waste Reporting System and in a format specified by the City.

20.02 Quarterly Reporting.

20.02.1 General. Quarterly reports must be submitted no later than 5 p.m. PT on the last day of the month following the end of Quarter in which the receipts are collected and must be provided electronically using software acceptable to the City. If the last day of the month falls on a day that City is closed or a holiday, then the report will be due on the next business day. Failure to submit complete quarterly reporting by the due date will result in penalties as specified in Exhibit 9.

20.02.2 City Reports. Quarterly reports to City must include:

1. Franchise Fee and Solid Waste Management Fee Payment Reporting. The payment report must include an accounting of Contractor’s Gross Revenues received during the preceding quarter, and the calculated Franchise Fee and Solid Waste Management Fee.

2. Franchised Tonnage and Service Data. Contractor must report the number of unique Residential accounts serviced, the number of unique Commercial and MFD/MXD accounts serviced, tonnage of Garbage, Recyclable Materials and Organic Waste collected and processed for diversion broken down by Container type, Residual amounts from Recycling and Organic Waste diversion operations that are landfilled. Quantities should be broken down by SFD, MFD/MXD, Commercial, and City Service Collection Services. MXD properties must have tonnage assigned appropriately to Residential and Commercial generators.

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

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

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

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

7. Contamination Reporting. To the extent required by Applicable Law, the quarterly report must include a summary of all instances of qualifying contamination under the procedures in Section 3.10. This summary must include the total number of accounts where contamination occurred,
the total number of Contamination Violation Notices issued by Contractor to Service Recipients, a list of accounts where such notices occurred, and the total number of instances where Collection Container size or Collection frequency was increased specifically due to contamination. Within twenty (20) Work Days of request by City, Contractor will provide copies of the Contamination Violation Notices and the digital documentation of contamination.

8. **Service Recipient Complaint Log.** The quarterly report must include the Service Recipient call log collected from the previous quarter as required in Section 17.01 of this Agreement.

20.03 **Annual Reporting.**

20.03.1 **General.** An annual report must be submitted no later than 5 p.m. PT on April 1, 2023 and each April 1st thereafter for the previous Calendar Year. If April 1st falls on a day that City is closed, then the report will be due on the next business day. Annual reports must be submitted in hard copy and must also be provided electronically in software acceptable to the City. Failure to submit complete quarterly by the due date will result in penalties as specified in Exhibit 9.

20.03.2 **City Reports.** Annual reports to City must include:

1. **Financial Report.** Contractor must prepare an annual Financial Report for submittal to the City. At a minimum, the Financial Report must include the number of SFD Service Units, Commercial and MFD/MXD Service Units provided with Collection Services by Service Type, container size, frequency of service and current billing rate including any additional services, the Contractor’s gross billing and amount collected for each type of Service Unit, and the amount received for the sale of Recyclable Materials.

2. **Financial Statements.** Contractor must submit annual financial statements for the local operation. Statements need not be reviewed or audited statements.

3. **Annual Sustainability and Compliance Report.** Contractor must complete and submit data sections within their Sustainability and Compliance Plan to document education and outreach conducted, public event participation, school visits, compliance notices mailed, site visits, waste audits completed, information distributed, and media used, and community events hosted. This must include public education activities undertaken during the year, including distribution of bill inserts, collection notification tags, community information and events, tours and other activities related to the provision of Collection Services, and must discuss the impact of these activities on recycling program participation and include amounts collected from SFD, MFD/MXD and Commercial Service Units. The report should include a complete list of all non-exempt commercial accounts, which includes each non-exempt account’s status as a “covered generator” under AB 341, AB 1826 and SB 1383, the date and status of Contractor’s outreach efforts at each non-exempt account, and the current level of Recycling and Organics program participation at each non-exempt account.

4. **Summary of Programs.** An analysis of any Recycling and Organic Waste Collection, processing and marketing issues or conditions (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for SFD and Commercial programs.

5. **Solid Waste Data.** The number of SFD, MFD/MXD and Commercial Service Units and the number of Collection Containers distributed by size and Service Unit type.
6. **Waste Characterization Data.** A breakdown of Residential and Commercial waste (Garbage, Recycling, and Organics) by material type as per CalRecycle material classifications.

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

8. **Organic Waste Data.** Include average daily gross tons Collected by route, separated by Green Waste and Food Waste, with map of routes. Include the total number of generators that receive each type of Organic Waste Collection Service provided by the Contractor. Indicate average daily number of set-outs by route. Indicate average participation rates relative to the total number of Service Units in terms of weekly set-out counts. Indicate number of Organic Waste Collection Containers distributed by size and Service Unit type. Indicate, by material type, annual totals of Organic Materials processed including facility name and location, average cost or price received per ton and total organics cost or revenue received for the year. Provide totals and location for Residue Disposed. Include the number of route reviews conducted for prohibited contaminants and the number of Non-Collection Notices issued to Service Recipients.

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

10. **Green Pages.** A copy of Contractor's most recent “Green Pages” (i.e., customer call center "cheat sheet") for the City of Thousand Oaks, or the equivalent information used by customer service representatives if the “Green Pages” are renamed or otherwise reworked during the term of this Agreement.

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

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

13. **Collection Container and Vehicle Inventory.** An updated complete inventory of Collection Containers by type and size, and an updated complete inventory of Collection Vehicles including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight, license plate number, fuel type and vehicle make and model.
14. **Diversion Rate.** Contractor must provide documentation acceptable to City in its reasonable judgment stating and supporting the Calendar Year’s Franchise Diversion Rate, as calculated in accordance with the provisions of Article 5. Any tonnages diverted and disposed from large venues and events during the reporting period will be counted towards the calculated diversion rate.

15. **AB 341, AB 1826, and SB 1383 Compliance Data.** Contractor must report the total number of Commercial and MFD/MXD Service Units serviced and the number of containers, container sizes and frequency of collection for Garbage, Recyclable Materials and Organic Waste for each non-exempt Commercial and MFD/MXD Service Unit. Contractor must also provide the following information separately for both AB 341 and AB 1826:

16. The total number of non-exempt Commercial and MFD/MXD Service Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt Commercial and MFD/MXD Service Units that are not subscribed to Commercial or MFD/MXD Recycling Collection Service or Commercial or MFD/MXD Organics Collection Service.

17. A summary of the type of follow-up outreach that was provided to those non-exempt Commercial and MFD/MXD Service Units that are not subscribed to Commercial or MFD/MXD Recycling Collection Service or Commercial or MFD/MXD Organics Collection Service.

20.04 **Diversion Calculation and Data.** By 5 p.m. PT on February 15, 2023 and annually thereafter during the term of this Agreement, Contractor must deliver to City, in the format specified by City, the Calendar Year’s Franchised Diversion Rate, as calculated in accordance with the provisions of Article 5. Any tonnages diverted and disposed from large venues and events during the reporting period will be counted towards the calculated diversion rate.

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

20.05.1 In the event that CalRecycle requires City to report an Implementation Schedule to comply with AB 341, AB 1826, SB 1383, SB 1594 and other Applicable Laws, Contractor will provide assistance to City in preparing a report, including Contractor’s policies and procedures related to compliance with AB 341, AB 1826, SB 1383, and other Applicable Laws and how recycling or organics are collected, a description of the geographic area, routes, list of addresses served and a method for tracking contamination, copies of route audits, copies of notice of contamination, copies of notices, violations, education and enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters, website, and social media.

20.06 **Waste Characterization Audit.** Contractor must conduct statistically-valid waste audits of Residential and Commercial Service Recipients’ waste once annually, including Recycling, Garbage, and Organic Waste, and provide characterization data to the City as part of its Annual Report (Section 20.03). Material types and guidance should follow CalRecycle requirements and/or recommendations.

20.07 **Additional Reporting.** Contractor must furnish City with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.
Article 21. Nondiscrimination

21.01 Nondiscrimination. In the performance of all work and services under this Agreement, Contractor may not discriminate against any person based on such person’s race, sex, color, national origin, religion, marital status or sexual orientation. Contractor must comply with all applicable local, State and Federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

Article 22. Service Inquiries and Complaints

22.01 Contractor’s Customer Service. All service inquiries and complaints will be directed to Contractor. A representative of Contractor must be available to receive the complaints during normal business hours. Contractor is required to utilize the City’s Customer Relationship Management System (CRMS) for handling of customer complaints received by the City for hauling, street sweeping, storm drain cleaning, and any other services under this Agreement. Contractor must participate in mandatory CRMS training before utilizing system. All service complaints will be handled by Contractor in a prompt and efficient manner. CRMS cases must be addressed and resolved within 3 Work Days. In the case of a dispute between Contractor and a Service Recipient, the matter will be reviewed, and a decision made by the Agreement Administrator.

22.01.1 Contractor will utilize the Customer Service Log to maintain a record of all inquiries and complaints in a manner prescribed by City.

22.01.2 For those complaints related to missed Collections, where Containers are properly and timely set out, that are received by 12:00 noon on a Work Day, Contractor will return to the Service Unit address and Collect the missed materials before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Work Day, Contractor will have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of Collection Containers, the appropriate Sections of this Agreement will apply.

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

22.01.4 Contractor’s service and emergency telephone numbers must be accessible by a local (City) phone number or toll-free number. The service telephone number(s) must be listed in the area’s telephone directories under Contractor’s name in the White Pages and available through an online search and listed on the Contractor’s website.
Article 23. Quality of Performance of Contractor

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

23.02 Service Supervisor. Contractor must assign a qualified supervisor to be in charge of the Collection Service within the Service Area and must provide the name of that person in writing to the Agreement Administrator within thirty (30) days prior to the effective date of this Agreement, and annually by January 1st of each subsequent Calendar Year of the term of this Agreement, and any other time the person in that position changes. The supervisor must be physically located in the Service Area and available to the Agreement Administrator through the use of telecommunication equipment at all times that Contractor is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, Contractor must designate an acceptable substitute who will be available and who has the authority to act in the same capacity as the supervisor.

23.03 Agreement Manager. Contractor must designate an Agreement Manager and must provide the name of that person in writing to City within thirty (30) days prior to the effective date of this Agreement and annually by January 1st of each subsequent Calendar Year of this Agreement and any other time the person in that position changes. The Contract Manager must be available to the City through the use of telecommunications equipment at all times that Contractor is providing Collection Services in the Service Area. The Contract Manager must provide City with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

23.04 Administrative Charges and Penalties. Quality performance by the Contractor is of primary importance. In respect of this, Contractor agrees to pay City administrative charges and penalties as detailed in Exhibit 9 should Contractor fail to meet its responsibilities under this Agreement. Should Contractor be in breach of the requirements set forth in this Agreement, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the default in performance will be extremely difficult and impractical to fix. City finds, and the Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

23.05 Procedure for Review of Administrative Charges. The Agreement Administrator may assess administrative charges and penalties as specified in Exhibit 9 pursuant to this Agreement monthly.
At the end of each month during the term of this Agreement, the Agreement Administrator will issue a written notice to Contractor (“Notice of Assessment”) of the administrative charges assessed and the basis for each assessment.

23.05.1 The assessment will become final unless, within ten (10) calendar days of the date of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made.

23.05.2 The Agreement Administrator will schedule a meeting between Contractor and the City Manager as soon as reasonably possible after timely receipt of Contractor’s request.

23.05.3 The City Manager will review Contractor’s evidence and render a decision sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the decision will be provided to Contractor.

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

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

23.06 Uncontrollable Circumstances.

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

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

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

Article 24. Performance Bond

24.01 Performance Bond. Within ten (10) Business Days from the date the City Council approves this Agreement, Contractor must furnish to City, and keep current, a performance bond, for the faithful performance of this Agreement and all obligations arising hereunder in an amount as follows:

24.01.1 From July 1, 2020 and so long as this Agreement or any extension thereof remains in force, Contractor must maintain a performance bond in the amount of two million dollars ($2,000,000).
1. The performance bond must be executed by a surety company licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard and Poor; and included on the list of surety companies approved by the Treasurer of the United States.

2. In the event City draws on the bond, all of City’s costs of collection and enforcement of the Bond, including reasonable attorney’s fees and costs, must be paid by Contractor.

3. The Performance Bond must be renewed annually for the entire term of the Agreement and evidence must be provided to City annually.

Article 25. Insurance

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

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

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

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

25.02.3 Workers’ Compensation insurance as required by the California Labor Code and Employers Liability Insurance.

25.02.4 Environmental Pollution Liability Insurance.

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

25.03.1. Comprehensive General Liability: $3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate limit must be $5,000,000.

25.03.2 Automobile Liability: $10,000,000 combined single limit per accident for bodily injury and property damage.

25.03.3 Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the California Labor Code and Employers Liability limits of $1,000,000 per accident.

25.03.4 Environmental Pollution Liability: $3,000,000 per occurrence and $5,000,000 aggregate, with five (5) years tail coverage. Coverage shall include bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants resulting from Contractor’s operations.
25.03.5 If Consultant maintains higher limits than the minimum shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

25.04.1 General Liability, Automobile and Environmental Liability Coverage.

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

2. Contractor’s insurance coverage must be primary insurance as respects City, its officers, employees, agents or contractors. Any insurance, or self-insurance maintained by City, its officers, employees, agents or contractors will be in excess of Contractor’s insurance and will not contribute with it.

3. Any failure to comply with reporting provisions of the policies will not affect coverage provided to City, its officers, employees, agents, or contractors.

4. Coverage must State that Contractor’s insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

25.04.2 All Coverage. Each insurance policy required by this Agreement must be endorsed to State that coverage may not be canceled except after thirty (30) calendar days (ten (10) days in the event of cancellation for non-payment) prior written notice has been given to City. Moreover, Contractor will not order the cancellation of any required insurance policy or change in insurance policy limits without thirty (30) days prior written notice to City by Contractor.

25.05 Acceptability of Insurers. Insurance is to be placed with insurers having an A.M. Best rating of A-/VII or better.

25.06 Verification of Coverage. Contractor must furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its
behalf. Contractor must furnish City with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

25.06.1 Proof of insurance must be mailed to the following address or any subsequent address as may be directed by the City:

City of Thousand Oaks Public Works Department
Attn: Sustainability Division Manager
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

25.07 **Subcontractors.** Contractor must include all subcontractors performing services in the City as insureds under its policies or subcontractors must obtain separate certificates and endorsements.

25.08 **Modification of Insurance Requirements.** The insurance requirements provided in this Agreement may be modified or waived by City’s risk manager, in writing, upon the request of Contractor if City’s risk manager determines such modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

25.09 **Rights of Subrogation.** All required insurance policies must preclude any underwriter's rights of recovery or subrogation against City with respect to matters related to Contractor’s performance of its obligations under this Agreement, with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor must ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they will have no recourse against City for payment or assessments in any form on any policy of insurance. The clauses ‘Other Insurance Provisions’ and ‘Insured Duties in the Event of an Occurrence, Claim or Suit’ as it appears in any policy of insurance in which City is named as an additional insured will not apply to City.

25.10 **Failure to maintain insurance.** Should Contractor fail to obtain or maintain insurance as required by this Agreement, Contractor shall have 7 days to cure the defect, during which time City shall have the option, but not the obligation to, at Contractor's sole expense: (i) hire replacement waste hauler services to perform Contractor's tasks until insurance coverage is resumed; or (ii) obtain replacement insurance coverage during said cure period. Should Contractor fail to correct this defect, City shall have the option to terminate this Agreement immediately.

### Article 26. Hold Harmless and Indemnification

26.01 **Hold Harmless for Consultant’s Damages.** Contractor holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Contractor’s claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Contractor, to Contractor’s employees, to Contractor’s contractors or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.
26.02 **Defense and Indemnity of Third Party Claims/Liability.** Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor’s negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor’s legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Contractor’s negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

26.02.1 Contractor’s obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City’s active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

26.03 **Nonwaiver.** City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 25.

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

26.05 **Hazardous Substances Indemnification.** Contractor agrees to indemnify, defend (with counsel reasonably approved by City), protect and hold harmless the City Indemnitees from and against any and all Claims of any kind whatsoever paid, suffered or incurred by or against the City Indemnitees resulting from any repair, cleanup, removal action or response action undertaken pursuant to CERCLA, the Health & Safety Code or other similar Federal, State or local law or regulation, with respect to Solid Waste or Household Hazardous Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect, hold harmless and indemnify the City Indemnitees from all forms of liability under CERCLA, the Health & Safety Code or other similar Federal, State or local law or regulation.

26.06 **Proposition 218 Release.** City intends to comply with all applicable laws concerning the Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made a good faith determination that the Maximum Service Rates for the Solid Waste Collection Services provided under this Agreement are not subject to California Constitution Articles XIIIC and XIIID because, among other reasons, such services are provided by a private corporation and not by City pursuant to Article 5, Contractor independently establishes the rates for services within the limits established in this Agreement, the receipt of services is voluntary and not required of any property within City, and any owner or Service Recipient of property within City has the opportunity to avoid the services available under this Agreement either through self-hauling or use of property in such a manner that Solid Waste is not generated. Accordingly, Contractor agrees to hold harmless and release the City Indemnitees from and against any and all claims Contractor may have against the City Indemnitees resulting in any form from the Maximum Service Rates provided for under this Agreement or in connection with the application of California Constitution Article XIIIC and Article XIIID to the imposition, payment or collection of the rates under this Agreement. This Section will survive the expiration or termination of this Agreement for Claims arising prior to the expiration or termination of this Agreement.

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

26.08 **Obligation.** This Agreement obligates Contractor to comply with the foregoing indemnification and release provisions; however, the collateral obligation of providing insurance must also be complied with as set forth in this Agreement.

26.09 **Subcontractors.** Contractor must require all subcontractors performing work in the City to enter into a contract containing the provisions set forth in Section 25.01 in which contract the subcontractor fully indemnifies City in accordance with this Agreement.

26.10 **Exception.** Notwithstanding other provisions of this Agreement, Contractor's obligation to indemnify, hold harmless and defend City, its officers and employees will not extend to any loss, liability, penalty, damage, action or suit arising or resulting solely from acts or omissions constituting active negligence, willful misconduct, breach of this Agreement, or violation of law on the part of City, its officers or employees.
26.11 **Damage by Contractor.** If Contractor’s employees or subcontractors cause any injury, damage or loss to City property, including but not limited to City streets or curbs, excluding normal wear and tear, Contractor must reimburse City for City’s cost of repairing or replacing such injury, damage or loss. Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such injury, damage or loss. With the prior written approval of City, Contractor may repair the damage at Contractor’s sole cost and expense. Any injury, damage or loss to private property caused by the negligent or willful acts or omissions of CONTRACTOR to private property must be repaired or replaced by CONTRACTOR at CONTRACTOR’S sole expense. Disputes between CONTRACTOR and its Service Recipients or private property owners as to damage to private property are civil matters and complaints of damage will be referred to CONTRACTOR as a matter within its sole responsibility and as a matter within the scope of Section 25.01 [Indemnification].

**Article 27. Default of Agreement**

27.01 **Termination.** City may cancel this Agreement, except as otherwise provided below in this Section, by giving Contractor thirty (30) calendar days advance written notice, to be served as provided in this Agreement, upon the happening of any one of the following events:

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

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

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

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

27.01.4 Contractor has defaulted by allowing any final judgment for the payment of money owed to City to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or
27.01.5 In the event that the monies due City under Section 27.01.3 above or an unsatisfied final judgment under Section 27.01.4 above is the subject of a judicial proceeding, Contractor will not be in default if the sum of money is bonded. All bonds must be in the form acceptable to the City Attorney; or

27.01.6 Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement, including the maintenance of a performance bond in accordance with Article 24, or any of the rules and regulations promulgated by City pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Agreement Administrator relative thereto and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by Contractor of written demand from City to do so, Contractor fails to commence the remedy of such default within such thirty (30) calendar days following such written notice or having so commenced fails thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure such default, and such default will be cured within a reasonable period of time). However, notwithstanding anything contained herein to the contrary, for the failure of Contractor to provide Collection Services for a period of three (3) consecutive Work Days, City may secure Contractor's records on the fourth (4th) Work Day in order to provide interim Collection services until such time as the matter is resolved and Contractor is again able to perform pursuant to this Agreement; provided, however, if Contractor is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of City under this Agreement to Contractor will cease and this Agreement may be terminated by City.

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

27.03 Effective Date. In the event of any the events specified above, and except as otherwise provided in such subsections, termination will be effective upon the date specified in City's written notice to Contractor and upon such date this Agreement will be deemed immediately terminated and upon such termination, except for payment of services rendered up to and including the date of termination, all liability of City under this Agreement to Contractor will cease, and City will have the right to call the performance bond and will be free to negotiate with other contractors for the operation of interim and long-term Collection
Services. Contractor must reimburse City for all direct and indirect costs of providing any interim Collection Services as a result of Contractor’s default in this Agreement.

27.04 **Early Termination.** Notwithstanding the provisions of Section 27.01.6 above, City may terminate this Agreement immediately upon notice to Contractor if Contractor offers or gives any gift to a City official or employee as prohibited by TOMC Section 1-10.12. For purposes of this section, a gift creating financial conflict shall be anything which would be considered reportable income under FPPC rules.

27.05 **Termination Cumulative.** City’s right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

27.06 **Alternative Service.** Should Contractor, for any reason, except the occurrence or existence of any of the events or conditions set forth in Section 23.06 [Uncontrollable Circumstances], refuse or be unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager, in the reasonable exercise of the City Manager’s discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City will have the right to Agreement with another Solid Waste enterprise to Collect any or all Solid Waste which Contractor is obligated to Collect pursuant to this Contract. City must provide twenty-four (24) hours prior written notice to Contractor during the period of such event, before contracting with another Solid Waste enterprise to Collect any or all Solid Waste that Contractor would otherwise collect pursuant to this Agreement for the duration of period during which Contractor is unable to provide such services. In such event, Contractor must undertake commercially reasonable efforts to identify sources from which such substitute Solid Waste services are immediately available and must reimburse City for all of its expenses for such substitute services during period in which Contractor is unable to provide Collection services required by this Agreement.

### Article 28. Modifications to the Agreement

28.01 **City-Directed Change.** City has the power to make changes in this Agreement to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing Collection Services as may from time-to-time be necessary and desirable for the public welfare. The size of Collection Containers specified herein for Bundled Service are designed to meet the requirements of the State’s recycling mandates including AB 341, AB 1826 and SB 1383, and to be appropriate for the capabilities and capacities of available Materials Recovery Facilities and Organics Waste Processing Facilities at the start of this Agreement. The capabilities and capacities of such facilities may change during the term of this Agreement; as such City reserves the right to redirect materials to alternate facilities and change the designated sizes of Carts and/or Bins in Bundled Services in accordance with any such changes. City will give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters, and agrees to adjust Maximum Service Rates to reflect additional costs borne by Contractor. The scope and method of providing Collection Services as referenced herein will be liberally construed to include procedures, operations and obligations, financial or otherwise, of Contractor. When such modifications are made to this Agreement, City 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. City and Contractor will not
unreasonably withhold agreement to such compensation adjustment. Should agreement between City and Contractor on compensation adjustment not be reached within six months of the change request, or other period as agreed upon by both parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 28.03.

28.02 Change in Law. City and Contractor understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Collection legislation, and that these and other changes in Applicable Law in the future which mandate certain actions or programs for counties, municipalities or Contractor may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Contractor agrees that the terms and provisions of the City of Thousand Oaks Municipal Code, as it now exists or as it may be amended in the future, will apply to all of the provisions of this Agreement and the Service Recipients of Contractor located within the Service Area. In the event any future change in Federal law or regulations, State or local law of regulation, or the City Code materially alters the obligations of Contractor, then the affected Maximum Service Rates, as established in Exhibit 1 of this Agreement will be adjusted in accordance with Section 4.09. Nothing contained in this Agreement will require any party to perform any act or function contrary to law. City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to Change in Law. When such modifications are made to this Agreement, City 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 Change in Law or modification in the Agreement under this Article. City and Contractor will not unreasonably withhold agreement to such compensation adjustment. Should agreement between City and Contractor on compensation adjustment not be reached within six months of the change request, or other period as agreed upon by both parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 28.03.

28.03 Arbitration. Arbitration shall be conducted by a single arbitrator. If, within twenty (20) days from the receipt of a request to arbitrate (or such longer period mutually agreed to by the parties), the parties are unable to agree on an arbitrator, then a single arbitrator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, which shall govern any arbitration requested under this provision. Each party shall bear its own costs and expenses of any arbitration. Each party shall pay one-half of the costs of the arbitrator.

Article 29. Legal Representation

29.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract will be interpreted strictly against the party preparing the same will not apply due to the joint contributions of both parties.

Article 30. Conflict of Interest

30.01 Financial Interest. Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being
awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

**Article 31.  Contractor’s Personnel**

31.01  **Displaced Employees.** Contractor shall offer employment to all qualified displaced employees of the City’s two franchisees from the prior Exclusive Solid Waste Franchise Agreement at or above their current wage as described in Exhibit 10. Contractors must retain these displaced employees for a period of not less than 90 days, as provided for in Chapter 4.6, Sections 1070 through 1076 of the California Labor Code.

31.02  Contractor shall make information about wage rates, benefits and job classifications of employees available to the City prior to any subsequent procurement for solid waste collection.

31.03  **Personnel Requirements.** Contractor must employ and assign qualified personnel to perform all services required under this Agreement. Contractor is responsible for ensuring that its employees comply with all Applicable Laws related to their employment and position.

31.03.1  City may request the transfer of any employee of Contractor who materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the performance of his or her duties under this Agreement.

31.03.2  Contractor’s field operations personnel are required to wear a clean uniform shirt bearing Contractor’s name. Contractor’s employees, who normally come into direct contact with the public, including drivers, must bear some means of individual photographic identification such as a name tag or identification card.

31.03.3  Each driver of a Collection Vehicle must at all times carry a valid California driver’s license and all other required licenses for the type of vehicle that is being operated.

31.03.4  Each driver of a Collection Vehicle must at all times comply with all applicable State and Federal laws, regulations and requirements.

31.03.5  Contractor’s employees, officers, and agents may not identify themselves or in any way represent themselves as being employees or officials of City.

**Article 32.  Exempt Waste**

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

**Article 33.  Independent Contractor**

33.01  In the performance of services pursuant to this Agreement, Contractor is an independent contractor and not an officer, agent, servant or employee of City. Contractor will have exclusive control of the details of the services and work performed and over all persons performing such services and work. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors or
subcontractors will obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which accrued to City employees and Contractor expressly waives any claim to such benefits.

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

33.03 Contractor must list in Exhibit 5 any Subcontractors to be used for any and all services (e.g. education and outreach, street sweeping, billing, customer service, HHW Home Collection Program, etc.). Subcontractors are subject to approval by the City. Subcontractors must have all applicable federal, county, and/or City licenses for the work they are assigned to perform.

**Article 34. Laws to Govern**

34.01 The law of the State of California governs the rights, obligations, duties and liabilities of City and Contractor under this Agreement and govern the interpretation of this Agreement.

**Article 35. Consent to Jurisdiction**

35.01 The parties agree that any litigation between City and Contractor concerning or arising out of this Contract must be filed and maintained exclusively in the Superior Courts of Ventura County, State of California, or in the United States District Court for the Central District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

**Article 36. Assignment**

36.01 No assignment of this Agreement or any right occurring under this Agreement may be made in whole or in part by Contractor without the express prior written consent of the City. City will have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by Contractor without the express written consent of the City will be null and void and will be grounds for City to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to Contractor, and upon the date of such notice Contract will be deemed immediately terminated, and upon such termination all liability of City under this Contract to Contractor will cease, and City will have the right to call the performance bond and will be free to negotiate with other contractors, for the services that are the subject of this Agreement. In the event of any assignment approved by City, the assignee must fully assume all the liabilities of Contractor by way of an assignment and assumption agreement. Notwithstanding the above, an assignment to an affiliate of Contractor may be undertaken upon notice to City, but without the requirement for its approval. For purposes of this provision, “affiliate” means any person or legal entity that, directly or indirectly, controls, is controlled by, or is under common control with Contractor.

36.02 The use of a subcontractor to perform services under this Contract will not constitute delegation of Contractor’s duties provided that Contractor has received prior written authorization from the Agreement Administrator to subcontract such services and the Agreement Administrator has approved a subcontractor who will perform such services. Contractor will be responsible for directing the work of Contractor’s subcontractors and any compensation due or payable to Contractor’s subcontractor will be the
sole responsibility of Contractor. The Agreement Administrator will have the right to require the removal of any approved subcontractor for reasonable cause. The subcontractors listed in Exhibit 5, if any, are hereby approved by the City.

**Article 37. Compliance with Laws**

37.01 In the performance of this Contractor, Contractor must comply with all Applicable Laws, including, without limitation, the Thousand Oaks Municipal Code.

37.02 City shall provide written notice to Contractor of any planned amendment of the Thousand Oaks Municipal Code that would substantially affect the performance of Contractor’s services pursuant to this Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council’s approval of such an amendment.

**Article 38. Permits and Licenses**

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

38.02 The Contractor must have a valid City of Thousand Oaks Business Tax Certificate throughout the term of the Franchise Agreement.

**Article 39. Ownership of Written Materials**

39.01 Contractor hereby grants City a non-exclusive license as to all reports, documents, brochures, public education materials, and other similar written, printed, electronic or photographic materials developed by Contractor at the request of City or as required under this Agreement, and intended for public use, without limitation or restrictions on the use of such materials by City. Contractor may not use such materials that specifically reference City for other purposes without the prior written consent of the Agreement Administrator. This Article 35 does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

**Article 40. Waiver**

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

**Article 41. Prohibition Against Gifts**

41.01 Contractor represents that Contractor is familiar with City’s prohibition against the acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or designated employee any gifts prohibited by the City.
Article 42. Point of Contact

42.01 The day-to-day dealings between Contractor and City will be between Contractor and the Agreement Administrator.

Article 43. Notices

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

As to the City:
Public Works Director
City of Thousand Oaks Public Works Dept.
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Telephone: (805) 449-2399
e-mail: cfinley@toaks.org

As to the Contractor:
Athens Services
14048 Valley Blvd.
City of Industry, CA 91746
Attn: Gary Clifford, EVP Governmental Affairs
Telephone: (888) 336-6100
e-mail: gclifford@athensservices.com

43.02 Notices will be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice.

43.03 Notice by City to Contractor of a Collection or other Service Recipient problem or complaint may be given to Contractor orally by telephone at Contractor’s local office with confirmation sent to Contractor through the Customer Service System by the end of the Work Day.

Article 44. Transition to Next Contractor

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

**Article 45. Contractor’s Records**

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

45.02 Any records or documents required to be maintained pursuant to this Agreement must be made available for inspection or audit for the purposes set forth in Section 15.02.3, at any time during regular business hours, upon written request by the Agreement Administrator, the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents will be provided to City electronically, available to City for inspection at the local Contractor office, or an alternate site if mutually agreed upon.

45.02.1 Contractor acknowledges that City is legally obligated to comply with the California Public Records Act (“CPRA”). City acknowledges that Contractor may consider certain records, reports, or information contained therein, (“Records”) which Contractor is required to provide to City under this AGREEMENT, to be of a proprietary or confidential nature. In such instances, Contractor will inform City in writing of which records are considered propriety or confidential and shall identify the statutory exceptions to disclosure provided under the CPRA that legally permit non-disclosure of the Records. At such time as City receives a request for records under the CPRA or Federal Freedom of Information Act (“FOIA”) or a subpoena or other court order requesting disclosure of the Records, City will notify Contractor of the request, subpoena or order and of City’s obligation and intent to provide a response within ten (10) calendar days. Contractor shall within five (5) calendar days either: (i) consent in writing to the disclosure of the Records; or (ii) seek and obtain, at Contractor’s sole cost and expense, the order of a court of competent jurisdiction staying or enjoining the disclosure of the Records. If Contractor fails to timely respond, then City may proceed to disclosure the Records in which event Contractor agrees waives and releases City of any liability for the disclosure of the Records.

45.03 Where City has reason to believe that such records or documents may be lost or discarded in the event of the dissolution, disbandment or termination of Contractor’s business, City may, by written request or demand of any of the above named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents will be granted to any party authorized by Contractor, Contractor’s representatives, or Contractor’s successor-in-interest.
Article 46. Entire Agreement

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

Article 47. Severability

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

Article 48. Right to Require Performance

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

Article 49. All Prior Agreements Superseded

49.01 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Article 50. Headings

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

Article 51. Exhibits

51.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

Article 52. Attorney’s Fees

52.01 In the event that litigation is brought by a party in connection with this Agreement, the prevailing party will be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys’ fees, incurred by the prevailing party in the exercise of any of its rights or remedies under this Agreement or the enforcement of any of the terms, conditions, or provisions of this Agreement.
Article 53. Effective Date

53.01 This Agreement will become effective when it is properly executed by City and Contractor and Contractor will begin Services under this Agreement as of January 1, 2022.

Article 54. Signatures

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

IN CONCURRENCE AND WITNESS WHEREOF, City and Contractor have executed this Agreement on ____________________ (date).

**Arakelian Enterprises, Inc. d/b/a Athens Services**

______________________________
Gary Clifford
Executive Vice President

______________________________
Cesar Torres
Executive Vice President
CITY OF THOUSAND OAKS

Claudia Bill de La Pena, Mayor

ATTEST:

__________________________________________

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

__________________________________________

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

__________________________________________

Clifford G. Finley, Public Works Director

APPROVED AS TO FORM:

Office of the City Attorney

__________________________________________

Tracy Friedl, Deputy City Attorney
## Exhibit 1
City Maximum Service Rates

Rates effective January 1, 2022 are presented on the following pages and will be updated annually.
## Single-Family Dwelling Service Rates

### Maximum Service Rates

**Effective January 1, 2022**

<table>
<thead>
<tr>
<th>Table SFD-1. Single-Family Dwelling Maximum Service Rates.</th>
<th>Billing Frequency</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Single Family Automated Cart Service</td>
<td>per month</td>
<td>$24.36</td>
</tr>
<tr>
<td>(64 gallon Garbage, 64 gallon Recyclable Materials, 96 gallon Organic Waste)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Limited Service - With Organic Waste Service</td>
<td>per month</td>
<td>$21.93</td>
</tr>
<tr>
<td>(32 gallon Garbage, 64 gallon Recyclable Materials, 96 gallon Organic Waste)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Limited Service - Without Organic Waste Service</td>
<td>per month</td>
<td>$16.46</td>
</tr>
<tr>
<td>(32 gallon Garbage, 64 gallon Recyclable Materials)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Table SFD-2. Single-Family Dwelling Additional Options/fees</th>
<th>Billing Frequency</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Discount on selected service option (Basic or Limited)</td>
<td>% of monthly charge</td>
<td>10.0%</td>
</tr>
<tr>
<td>On-Premise Collection (all Carts)</td>
<td>per month</td>
<td>$30.00</td>
</tr>
<tr>
<td>Garbage Cart Upsize (trade 64 gallon for 96 gallon)</td>
<td>per month</td>
<td>$3.21</td>
</tr>
<tr>
<td>Additional 64 Gallon Garbage Cart</td>
<td>per month</td>
<td>$6.00</td>
</tr>
<tr>
<td>Additional 96 Gallon Garbage Cart</td>
<td>per month</td>
<td>$8.00</td>
</tr>
<tr>
<td>Recyclable Materials Cart Upsize (trade 64 gallon for 96 gallon)</td>
<td>per month</td>
<td>$0.00</td>
</tr>
<tr>
<td>Additional 64 Gallon Recyclable Materials Cart</td>
<td>per month</td>
<td>$0.00</td>
</tr>
<tr>
<td>Additional 96 Gallon Recyclable Materials Cart</td>
<td>per month</td>
<td>$0.00</td>
</tr>
<tr>
<td>Additional 96 Gallon Organic Waste Cart</td>
<td>per month</td>
<td>$8.00</td>
</tr>
<tr>
<td>Move-in/Move-out Fee In Excess of the 1 Free Within 3 months of Service Start Date</td>
<td>per occurrence</td>
<td>$125.00</td>
</tr>
<tr>
<td>Delinquency Charge for Non-Payment of Account</td>
<td>% of monthly charge</td>
<td>5.0%</td>
</tr>
<tr>
<td>Returned Check Charge</td>
<td>per occurrence</td>
<td>$30.00</td>
</tr>
<tr>
<td>Restart Fee For Non-Payment</td>
<td>per occurrence</td>
<td>$35.00</td>
</tr>
<tr>
<td>Extra Large Item Pick-up</td>
<td>per bag</td>
<td>$15.00</td>
</tr>
<tr>
<td>Extra Collection (any Cart)</td>
<td>per cart (same day)</td>
<td>$25.00</td>
</tr>
<tr>
<td>Freon Service Fee</td>
<td>per unit</td>
<td>$50.00</td>
</tr>
<tr>
<td>Lost or Damaged Cart Charge (in excess of 1 per 10 years)</td>
<td>per occurrence</td>
<td>$95.00</td>
</tr>
<tr>
<td>Cart Replacement Due to Damage Caused by Service Recipient</td>
<td>per occurrence</td>
<td>$95.00</td>
</tr>
<tr>
<td>Recyclable Materials Contamination Fee (3 or more per year)</td>
<td>per occurrence</td>
<td>$50.00</td>
</tr>
<tr>
<td>Organic Waste Contamination Fee (3 or more per year)</td>
<td>per occurrence</td>
<td>$50.00</td>
</tr>
<tr>
<td>Overage Fee</td>
<td>per occurrence</td>
<td>$25.00</td>
</tr>
<tr>
<td>Dead-Run or &quot;Go-Back&quot;</td>
<td>per occurrence</td>
<td>$25.00</td>
</tr>
<tr>
<td>Cart Exchange (in excess of 1 per year)</td>
<td>per occurrence</td>
<td>$35.00</td>
</tr>
<tr>
<td>Account Cancellation Fee For Non-Payment</td>
<td>per month</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Table SFD-3. Single-Family Dwelling Green Waste Only Bin</th>
<th>Billing Frequency</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Cubic Yard Container, 1 pickup per week</td>
<td>per month</td>
<td>$46.77</td>
</tr>
<tr>
<td>2 Cubic Yard Container, 1 pickup per week</td>
<td>per month</td>
<td>$97.90</td>
</tr>
<tr>
<td>3 Cubic Yard Container, 1 pickup per week</td>
<td>per month</td>
<td>$108.78</td>
</tr>
<tr>
<td>4 Cubic Yard Container, 1 pickup per week</td>
<td>per month</td>
<td>$168.61</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Table SFD-4. Single-Family Dwelling Manure Bin</th>
<th>Billing Frequency</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Cubic Yard Manure Container, 1 pickup per week</td>
<td>per month</td>
<td>$300.22</td>
</tr>
</tbody>
</table>
### Table MFDI-1. Multi-Family Dwelling with Individual Cart Service, Maximum Service Rates

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Billing Frequency</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Single Family Automated Cart Service (64 gallon Garbage, 64 gallon Recyclable Materials, 96 gallon Organic Waste)</td>
<td>per month</td>
<td>$24.36</td>
</tr>
<tr>
<td>Basic Single Family Automated Cart Service (64 gallon Garbage, 64 gallon Recyclable Materials, 32 gallon Organic Waste)</td>
<td>per month</td>
<td>$21.93</td>
</tr>
<tr>
<td>Limited Service - With Organic Waste Service (32 gallon Garbage, 64 gallon Recyclable Materials, 96 gallon Organic Waste)</td>
<td>per month</td>
<td>$21.93</td>
</tr>
<tr>
<td>Limited Service - Without Organic Waste Service (32 gallon Garbage, 64 gallon Recyclable Materials)</td>
<td>per month</td>
<td>$16.46</td>
</tr>
</tbody>
</table>

### Table MFDI-2. Multi-Family Dwelling with Individual Cart Service, Additional Options and charges

<table>
<thead>
<tr>
<th>Option Description</th>
<th>Billing Frequency</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Discount on selected service option (Basic or Limited)</td>
<td>% of monthly charge</td>
<td>10.0%</td>
</tr>
<tr>
<td>On-Premise Collection (all Carts)</td>
<td>per month</td>
<td>$30.00</td>
</tr>
<tr>
<td>Garbage Cart Upsize (trade 64 gallon for 96 gallon)</td>
<td>per month</td>
<td>$3.21</td>
</tr>
<tr>
<td>Additional 64 Gallon Garbage Cart</td>
<td>per month</td>
<td>$6.00</td>
</tr>
<tr>
<td>Additional 96 Gallon Garbage Cart</td>
<td>per month</td>
<td>$8.00</td>
</tr>
<tr>
<td>Recyclable Materials Cart Upsize (trade 64 gallon for 96 gallon)</td>
<td>per month</td>
<td>$0.00</td>
</tr>
<tr>
<td>Additional 64 Gallon Recyclable Materials Cart</td>
<td>per month</td>
<td>$0.00</td>
</tr>
<tr>
<td>Additional 96 Gallon Recyclable Materials Cart</td>
<td>per month</td>
<td>$0.00</td>
</tr>
<tr>
<td>Additional 96 Gallon Organic Waste Cart</td>
<td>per month</td>
<td>$8.00</td>
</tr>
<tr>
<td>Move-in/Move-out Fee In Excess of the 1 Free Within 3 months of Service Start Date</td>
<td>per occurrence</td>
<td>$125.00</td>
</tr>
<tr>
<td>Delinquency Charge for Non-Payment of Account</td>
<td>% of monthly charge</td>
<td>5.0%</td>
</tr>
<tr>
<td>Returned Check Charge</td>
<td>per occurrence</td>
<td>$30.00</td>
</tr>
<tr>
<td>Restart Fee For Non-Payment</td>
<td>per occurrence</td>
<td>$35.00</td>
</tr>
<tr>
<td>Extra Large Item Pick-up</td>
<td>per bag</td>
<td>$15.00</td>
</tr>
<tr>
<td>Extra Collection (any Cart)</td>
<td>per cart (same day)</td>
<td>$25.00</td>
</tr>
<tr>
<td>Freon Service Fee</td>
<td>per unit</td>
<td>$50.00</td>
</tr>
<tr>
<td>Lost or Damaged Cart Charge (in excess of 1 per 10 years)</td>
<td>per occurrence</td>
<td>$95.00</td>
</tr>
<tr>
<td>Cart Replacement Due to Damage Caused by Service Recipient</td>
<td>per occurrence</td>
<td>$95.00</td>
</tr>
<tr>
<td>Recyclable Materials Contamination Fee (3 or more per year)</td>
<td>per occurrence</td>
<td>$50.00</td>
</tr>
<tr>
<td>Organic Waste Contamination Fee (3 or more per year)</td>
<td>per occurrence</td>
<td>$50.00</td>
</tr>
<tr>
<td>Overage Fee</td>
<td>per occurrence</td>
<td>$25.00</td>
</tr>
<tr>
<td>Dead-Run or “Go-Back”</td>
<td>per occurrence</td>
<td>$25.00</td>
</tr>
<tr>
<td>Cart Exchange (in excess of 1 per year)</td>
<td>per occurrence</td>
<td>$35.00</td>
</tr>
<tr>
<td>Account Cancellation Fee For Non-Payment</td>
<td>per month</td>
<td>$35.00</td>
</tr>
</tbody>
</table>
### Table COM-1. Commercial (bundled) monthly rates. Includes stated size and frequency of garbage service plus (up to) equivalent weekly volume of recycling plus (up to) weekly organics volume computed as 32 gals per 2 cu yds of total weekly volume of garbage+recycling.

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>64g</td>
<td>$55.62</td>
<td>$81.72</td>
<td>$112.18</td>
<td>$142.33</td>
<td>$172.71</td>
<td>$204.04</td>
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<td>96g</td>
<td>$58.64</td>
<td>$87.02</td>
<td>$120.13</td>
<td>$153.85</td>
<td>$227.54</td>
<td>$260.57</td>
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<tr>
<td>1CY</td>
<td>$85.89</td>
<td>$135.64</td>
<td>$194.47</td>
<td>$270.71</td>
<td>$388.05</td>
<td>$403.23</td>
</tr>
<tr>
<td>2CY</td>
<td>$157.96</td>
<td>$281.87</td>
<td>$398.21</td>
<td>$562.55</td>
<td>$703.19</td>
<td>$798.42</td>
</tr>
<tr>
<td>3CY</td>
<td>$174.99</td>
<td>$305.52</td>
<td>$472.95</td>
<td>$613.50</td>
<td>$778.69</td>
<td>$943.89</td>
</tr>
<tr>
<td>4CY</td>
<td>$278.09</td>
<td>$497.53</td>
<td>$700.90</td>
<td>$971.26</td>
<td>$1,214.07</td>
<td>$1,398.71</td>
</tr>
<tr>
<td>6CY</td>
<td>$301.74</td>
<td>$541.99</td>
<td>$836.63</td>
<td>$1,081.69</td>
<td>$1,346.20</td>
<td>$1,632.00</td>
</tr>
</tbody>
</table>

Extra Pick-Up charged at $50.00 per occurrence

### Table COM-2. Commercial recyclables monthly rates. Reflects cost of additional recycling service (above that included in bundled service).

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>64g</td>
<td>$13.05</td>
<td>$22.84</td>
<td>$34.26</td>
<td>$45.57</td>
<td>$56.96</td>
<td>$68.35</td>
</tr>
<tr>
<td>96g</td>
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<td>$24.83</td>
<td>$37.24</td>
<td>$49.53</td>
<td>$61.92</td>
<td>$74.30</td>
</tr>
<tr>
<td>1CY</td>
<td>$24.40</td>
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<td>$85.20</td>
<td>$106.49</td>
<td>$127.79</td>
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<tr>
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<td>$134.07</td>
<td>$178.32</td>
<td>$222.89</td>
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<tr>
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<td>$148.97</td>
<td>$198.13</td>
<td>$247.66</td>
<td>$297.19</td>
</tr>
<tr>
<td>4CY</td>
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<td>$153.93</td>
<td>$230.90</td>
<td>$307.10</td>
<td>$383.87</td>
<td>$460.65</td>
</tr>
<tr>
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<td>$171.31</td>
<td>$256.97</td>
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<td>$427.21</td>
<td>$512.66</td>
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</tbody>
</table>

Extra Pick-Up charged at $50.00 per occurrence

### Table COM-3. Commercial Organic Waste (includes Green Waste and Food Waste) monthly rate. Reflects cost of additional organic waste service (above that included in bundled service)

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>32g</td>
<td>$20.81</td>
<td>$36.42</td>
<td>$54.63</td>
<td>$72.65</td>
<td>$90.82</td>
<td>$108.98</td>
</tr>
<tr>
<td>64g</td>
<td>$21.76</td>
<td>$38.07</td>
<td>$57.11</td>
<td>$75.95</td>
<td>$94.94</td>
<td>$113.93</td>
</tr>
<tr>
<td>96g</td>
<td>$23.65</td>
<td>$41.38</td>
<td>$62.07</td>
<td>$82.56</td>
<td>$103.20</td>
<td>$123.84</td>
</tr>
<tr>
<td>1CY</td>
<td>$40.67</td>
<td>$71.18</td>
<td>$106.77</td>
<td>$142.00</td>
<td>$177.50</td>
<td>$213.00</td>
</tr>
<tr>
<td>2CY</td>
<td>$85.13</td>
<td>$148.98</td>
<td>$223.47</td>
<td>$297.21</td>
<td>$371.52</td>
<td>$445.82</td>
</tr>
<tr>
<td>3CY</td>
<td>$94.59</td>
<td>$165.53</td>
<td>$248.30</td>
<td>$330.24</td>
<td>$412.80</td>
<td>$495.36</td>
</tr>
<tr>
<td>4CY</td>
<td>$146.61</td>
<td>$256.58</td>
<td>$384.86</td>
<td>$511.87</td>
<td>$639.83</td>
<td>$767.80</td>
</tr>
</tbody>
</table>

Extra Pick-Up charged at $50.00 per occurrence
### Table COM-4. Commercial Green Waste monthly rate

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>96g</td>
<td>$23.65</td>
<td>$41.38</td>
<td>$62.07</td>
<td>$82.56</td>
<td>$103.20</td>
<td>$123.84</td>
</tr>
<tr>
<td>1CY</td>
<td>$40.67</td>
<td>$71.18</td>
<td>$106.77</td>
<td>$142.00</td>
<td>$177.50</td>
<td>$213.00</td>
</tr>
<tr>
<td>2CY</td>
<td>$85.13</td>
<td>$148.98</td>
<td>$223.47</td>
<td>$297.21</td>
<td>$371.52</td>
<td>$445.82</td>
</tr>
<tr>
<td>3CY</td>
<td>$94.59</td>
<td>$165.53</td>
<td>$248.30</td>
<td>$330.24</td>
<td>$412.80</td>
<td>$495.36</td>
</tr>
<tr>
<td>4CY</td>
<td>$146.61</td>
<td>$256.58</td>
<td>$384.86</td>
<td>$511.87</td>
<td>$639.83</td>
<td>$767.80</td>
</tr>
</tbody>
</table>

Extra Pick-Up charged at $50.00 per occurrence

### Table COM-5. Commercial Food Waste monthly rate

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>32g</td>
<td>$20.81</td>
<td>$36.42</td>
<td>$54.63</td>
<td>$72.65</td>
<td>$90.82</td>
<td>$108.98</td>
</tr>
<tr>
<td>64g</td>
<td>$21.76</td>
<td>$38.07</td>
<td>$57.11</td>
<td>$75.95</td>
<td>$94.94</td>
<td>$113.93</td>
</tr>
<tr>
<td>96g</td>
<td>$23.65</td>
<td>$41.38</td>
<td>$62.07</td>
<td>$82.56</td>
<td>$103.20</td>
<td>$123.84</td>
</tr>
<tr>
<td>1CY</td>
<td>$40.67</td>
<td>$71.18</td>
<td>$106.77</td>
<td>$142.00</td>
<td>$177.50</td>
<td>$213.00</td>
</tr>
<tr>
<td>1.5CY</td>
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<td>$330.24</td>
<td>$396.28</td>
</tr>
<tr>
<td>2CY</td>
<td>$85.13</td>
<td>$148.98</td>
<td>$223.47</td>
<td>$297.21</td>
<td>$371.52</td>
<td>$445.82</td>
</tr>
</tbody>
</table>

Extra Pick-Up charged at $50.00 per occurrence

### Table COM-6. Compactor service - Garbage - Monthly rate

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>3CY</td>
<td>$250.00</td>
<td>$437.50</td>
<td>$625.00</td>
<td>$812.50</td>
<td>$1,000.00</td>
<td>$1,187.50</td>
</tr>
<tr>
<td>4CY</td>
<td>$300.00</td>
<td>$525.00</td>
<td>$750.00</td>
<td>$975.00</td>
<td>$1,200.00</td>
<td>$1,425.00</td>
</tr>
</tbody>
</table>

### Table COM-7. Compactor service - Recycling - Monthly rate

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>3CY</td>
<td>$200.00</td>
<td>$350.00</td>
<td>$500.00</td>
<td>$650.00</td>
<td>$800.00</td>
<td>$950.00</td>
</tr>
<tr>
<td>4CY</td>
<td>$250.00</td>
<td>$437.50</td>
<td>$625.00</td>
<td>$812.50</td>
<td>$1,000.00</td>
<td>$1,187.50</td>
</tr>
</tbody>
</table>
### Table MFDC-1. Multi-Family & Mixed-Use Dwelling with Centralized Bin Service, Garbage (bundled) monthly rates.
Includes stated size and frequency of garbage service plus (up to) equivalent weekly volume of recycling plus (up to) weekly organics volume computed as 32 gals per 2 cu yds of total weekly volume of garbage+recycling.

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>64g</td>
<td>$55.62</td>
<td>$81.72</td>
<td>$112.18</td>
<td>$142.33</td>
<td>$172.71</td>
<td>$204.04</td>
</tr>
<tr>
<td>96g</td>
<td>$58.64</td>
<td>$87.02</td>
<td>$120.13</td>
<td>$153.85</td>
<td>$227.54</td>
<td>$260.57</td>
</tr>
<tr>
<td>1CY</td>
<td>$85.89</td>
<td>$135.64</td>
<td>$194.47</td>
<td>$270.71</td>
<td>$388.05</td>
<td>$403.23</td>
</tr>
<tr>
<td>2CY</td>
<td>$157.96</td>
<td>$281.87</td>
<td>$398.21</td>
<td>$562.55</td>
<td>$703.19</td>
<td>$798.42</td>
</tr>
<tr>
<td>3CY</td>
<td>$174.99</td>
<td>$305.52</td>
<td>$472.95</td>
<td>$613.50</td>
<td>$778.69</td>
<td>$943.89</td>
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<tr>
<td>4CY</td>
<td>$278.09</td>
<td>$497.53</td>
<td>$700.90</td>
<td>$971.26</td>
<td>$1,214.07</td>
<td>$1,398.71</td>
</tr>
<tr>
<td>6CY</td>
<td>$301.74</td>
<td>$541.99</td>
<td>$836.63</td>
<td>$1,081.69</td>
<td>$1,346.20</td>
<td>$1,632.00</td>
</tr>
</tbody>
</table>

Extra Pick-Up charged at $50.00 per occurrence

### Table MFDC-2. Multi-Family & Mixed-Use Dwelling with Centralized Bin Service, Recyclables monthly rates. Reflects cost of additional recycling service (above that included in bundled service).

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>64g</td>
<td>$13.05</td>
<td>$22.84</td>
<td>$34.26</td>
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<tr>
<td>96g</td>
<td>$14.19</td>
<td>$24.83</td>
<td>$37.24</td>
<td>$49.53</td>
<td>$61.92</td>
<td>$74.30</td>
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<tr>
<td>1CY</td>
<td>$24.40</td>
<td>$42.70</td>
<td>$64.06</td>
<td>$85.20</td>
<td>$106.49</td>
<td>$127.79</td>
</tr>
<tr>
<td>2CY</td>
<td>$51.08</td>
<td>$89.38</td>
<td>$134.07</td>
<td>$178.32</td>
<td>$222.89</td>
<td>$267.47</td>
</tr>
<tr>
<td>3CY</td>
<td>$56.75</td>
<td>$99.31</td>
<td>$148.97</td>
<td>$198.13</td>
<td>$247.66</td>
<td>$297.19</td>
</tr>
<tr>
<td>4CY</td>
<td>$87.96</td>
<td>$153.93</td>
<td>$230.90</td>
<td>$307.10</td>
<td>$383.87</td>
<td>$460.65</td>
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<tr>
<td>6CY</td>
<td>$97.89</td>
<td>$171.31</td>
<td>$256.97</td>
<td>$341.77</td>
<td>$427.21</td>
<td>$512.66</td>
</tr>
</tbody>
</table>

Extra Pick-Up charged at $50.00 per occurrence

### Table MFDC-3. Multi-Family & Mixed-Use Dwelling with Centralized Bin Service, Organics (includes Green Waste and Food Waste) monthly rate. Reflects cost of additional organic waste service (above that included in bundled service).

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>32g</td>
<td>$20.81</td>
<td>$36.42</td>
<td>$54.63</td>
<td>$72.65</td>
<td>$90.82</td>
<td>$108.98</td>
</tr>
<tr>
<td>64g</td>
<td>$21.76</td>
<td>$38.07</td>
<td>$57.11</td>
<td>$75.95</td>
<td>$94.94</td>
<td>$113.93</td>
</tr>
<tr>
<td>96g</td>
<td>$23.65</td>
<td>$41.38</td>
<td>$62.07</td>
<td>$82.56</td>
<td>$103.20</td>
<td>$123.84</td>
</tr>
<tr>
<td>1CY</td>
<td>$40.67</td>
<td>$71.18</td>
<td>$106.77</td>
<td>$142.00</td>
<td>$177.50</td>
<td>$213.00</td>
</tr>
<tr>
<td>2CY</td>
<td>$85.13</td>
<td>$148.98</td>
<td>$223.47</td>
<td>$297.21</td>
<td>$371.52</td>
<td>$445.82</td>
</tr>
<tr>
<td>3CY</td>
<td>$94.59</td>
<td>$165.53</td>
<td>$248.30</td>
<td>$330.24</td>
<td>$412.80</td>
<td>$495.36</td>
</tr>
<tr>
<td>4CY</td>
<td>$146.61</td>
<td>$256.58</td>
<td>$384.86</td>
<td>$511.87</td>
<td>$639.83</td>
<td>$767.80</td>
</tr>
</tbody>
</table>

Extra Pick-Up charged at $50.00 per occurrence
### Table MFDC-4. Multi-Family & Mixed-Use Dwelling with Centralized Bin Service, Green Waste monthly rate

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>96g</td>
<td>$23.65</td>
<td>$41.38</td>
<td>$62.07</td>
<td>$82.56</td>
<td>$103.20</td>
<td>$123.84</td>
</tr>
<tr>
<td>1CY</td>
<td>$40.67</td>
<td>$71.18</td>
<td>$106.77</td>
<td>$142.00</td>
<td>$177.50</td>
<td>$213.00</td>
</tr>
<tr>
<td>2CY</td>
<td>$85.13</td>
<td>$148.98</td>
<td>$223.47</td>
<td>$297.21</td>
<td>$371.52</td>
<td>$445.82</td>
</tr>
<tr>
<td>3CY</td>
<td>$94.59</td>
<td>$165.53</td>
<td>$248.30</td>
<td>$330.24</td>
<td>$412.80</td>
<td>$495.36</td>
</tr>
<tr>
<td>4CY</td>
<td>$146.61</td>
<td>$256.58</td>
<td>$384.86</td>
<td>$511.87</td>
<td>$639.83</td>
<td>$767.80</td>
</tr>
</tbody>
</table>

Extra Pick-Up charged at $50.00 per occurrence

### Table MFDC-5. Multi-Family & Mixed-Use Dwelling with Centralized Bin Service, Food Waste monthly rate

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>32g</td>
<td>$20.81</td>
<td>$36.42</td>
<td>$54.63</td>
<td>$72.65</td>
<td>$90.82</td>
<td>$108.98</td>
</tr>
<tr>
<td>64g</td>
<td>$21.76</td>
<td>$38.07</td>
<td>$57.11</td>
<td>$75.95</td>
<td>$94.94</td>
<td>$113.93</td>
</tr>
<tr>
<td>96g</td>
<td>$23.65</td>
<td>$41.38</td>
<td>$62.07</td>
<td>$82.56</td>
<td>$103.20</td>
<td>$123.84</td>
</tr>
<tr>
<td>1CY</td>
<td>$40.67</td>
<td>$71.18</td>
<td>$106.77</td>
<td>$142.00</td>
<td>$177.50</td>
<td>$213.00</td>
</tr>
<tr>
<td>1.5CY</td>
<td>$75.67</td>
<td>$132.43</td>
<td>$198.64</td>
<td>$264.19</td>
<td>$330.24</td>
<td>$396.28</td>
</tr>
<tr>
<td>2CY</td>
<td>$85.13</td>
<td>$148.98</td>
<td>$223.47</td>
<td>$297.21</td>
<td>$371.52</td>
<td>$445.82</td>
</tr>
</tbody>
</table>

Extra Pick-Up charged at $50.00 per occurrence

### Table MFDC-6. Multi-Family & Mixed-Use Dwelling with Centralized Bin Service, Compactor service - Garbage - Monthly rate

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>3CY</td>
<td>$250.00</td>
<td>$437.50</td>
<td>$625.00</td>
<td>$812.50</td>
<td>$1,000.00</td>
<td>$1,187.50</td>
</tr>
<tr>
<td>4CY</td>
<td>$300.00</td>
<td>$525.00</td>
<td>$750.00</td>
<td>$975.00</td>
<td>$1,200.00</td>
<td>$1,425.00</td>
</tr>
</tbody>
</table>

### Table MFDC-7. Multi-Family & Mixed-Use Dwelling with Centralized Bin Service, Compactor service - Recycling - Monthly rate

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>3CY</td>
<td>$200.00</td>
<td>$350.00</td>
<td>$500.00</td>
<td>$650.00</td>
<td>$800.00</td>
<td>$950.00</td>
</tr>
<tr>
<td>4CY</td>
<td>$250.00</td>
<td>$437.50</td>
<td>$625.00</td>
<td>$812.50</td>
<td>$1,000.00</td>
<td>$1,187.50</td>
</tr>
</tbody>
</table>
Other Services and Charges
Maximum Rates
Effective January 1, 2022

<table>
<thead>
<tr>
<th>Table OTH-1. Other Services and charges</th>
<th>Billing Frequency</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>MFD-C and MXD Extra Large Item Pick-up</td>
<td>per occurrence</td>
<td>$25.00</td>
</tr>
<tr>
<td>MFD-C and MXD Move-in/Move-out Fee In Excess of the 1 Free Within 3 Months of Service Start Date</td>
<td>per occurrence</td>
<td>$125.00</td>
</tr>
<tr>
<td>Extra Collection (any Cart)</td>
<td>per occurrence</td>
<td>$15.00</td>
</tr>
<tr>
<td>Extra Collection (any Bin)</td>
<td>per occurrence</td>
<td>$50.00</td>
</tr>
<tr>
<td>Locking Bin, Lock on Gate, enclosure Monthly Fee</td>
<td>per lock per month</td>
<td>$20.00</td>
</tr>
<tr>
<td>Restart Fee For Non-Payment</td>
<td>per occurrence</td>
<td>$35.00</td>
</tr>
<tr>
<td>Delinquency Charge for Non-Payment of Account</td>
<td>% of monthly charge</td>
<td>5.00%</td>
</tr>
<tr>
<td>Returned Check Fee</td>
<td>per occurrence</td>
<td>$30.00</td>
</tr>
<tr>
<td>Replacement Lock/Key Fee</td>
<td>per occurrence</td>
<td>$35.00</td>
</tr>
<tr>
<td>Cart Cleaning Fee In Excess of 1 Free Per Year</td>
<td>per cart</td>
<td>$25.00</td>
</tr>
<tr>
<td>Bin Cleaning Fee In Excess of 1 Free Per Year</td>
<td>per bin</td>
<td>$75.00</td>
</tr>
<tr>
<td>Cart Exchange Fee in Excess of 1 Free Per Year</td>
<td>per occurrence</td>
<td>$25.00</td>
</tr>
<tr>
<td>Bin Exchange Fee in Excess of 1 Free Per Year</td>
<td>per occurrence</td>
<td>$75.00</td>
</tr>
<tr>
<td>Cart Replacement Due to Damage Caused by Service Recipient</td>
<td>per occurrence</td>
<td>$95.00</td>
</tr>
<tr>
<td>Bin Repair Fee Due to Damage Caused by Service Recipient</td>
<td>per occurrence</td>
<td>$195.00</td>
</tr>
<tr>
<td>Bin Repair Fee Due to Fire Damage Caused by Service Recipient</td>
<td>per occurrence</td>
<td>$495.00</td>
</tr>
<tr>
<td>Damaged Roll-Off Due to Damage Caused by Service Recipient</td>
<td>per occurrence</td>
<td>$495.00</td>
</tr>
<tr>
<td>Recyclable Materials Contamination Fee (Carts), 3+ occurrence/year</td>
<td>per occurrence</td>
<td>$50.00</td>
</tr>
<tr>
<td>Recyclable Materials Contamination Fee (Bins), 3+ occurrence/year</td>
<td>per occurrence</td>
<td>$100.00</td>
</tr>
<tr>
<td>Organic Waste Contamination Fee (Carts), 3+ occurrence/year</td>
<td>per occurrence</td>
<td>$175.00</td>
</tr>
<tr>
<td>Organic Waste Contamination Fee (Bins), 3+ occurrence/year</td>
<td>per occurrence</td>
<td>$175.00</td>
</tr>
<tr>
<td>Overage Fee</td>
<td>per occurrence</td>
<td>$50.00</td>
</tr>
<tr>
<td>Excess of Posted Weight</td>
<td>per ton</td>
<td>$75.00</td>
</tr>
<tr>
<td>Return Fee for Blocked Roll-Off</td>
<td>per run</td>
<td>$75.00</td>
</tr>
<tr>
<td>Commercial Bulky Item Service</td>
<td>per two items</td>
<td>$40.00</td>
</tr>
<tr>
<td>Commercial Bulky Item Service (Additional Items)</td>
<td>each additional item</td>
<td>$15.00</td>
</tr>
<tr>
<td>Freon Service Fee</td>
<td>per occurrence</td>
<td>$50.00</td>
</tr>
<tr>
<td>Trip Charge/Dry Run</td>
<td>per occurrence</td>
<td>$150.00</td>
</tr>
<tr>
<td>Account Cancellation Fee For Non-Payment</td>
<td>per occurrence</td>
<td>$35.00</td>
</tr>
<tr>
<td>Stand-By (Delay) Time (each 15 minutes)</td>
<td>per occurrence</td>
<td>$37.50</td>
</tr>
<tr>
<td>Bin Lock Installation</td>
<td>per occurrence</td>
<td>$35.00</td>
</tr>
<tr>
<td>Bin Enclosure Clean-Up (per bin)</td>
<td>per occurrence</td>
<td>$35.00</td>
</tr>
<tr>
<td>Bin Exchange with Metal Lids</td>
<td>per occurrence</td>
<td>$175.00</td>
</tr>
<tr>
<td>Bin Fabrication (custom - per cubic yard)</td>
<td>per occurrence</td>
<td>$245.00</td>
</tr>
<tr>
<td>Temporary Bin: Bin Delivery</td>
<td>per occurrence</td>
<td>$180.00</td>
</tr>
<tr>
<td>Temporary Bin: Dead Run</td>
<td>per occurrence</td>
<td>$50.00</td>
</tr>
<tr>
<td>Temporary Bin: Demurrage (per day - no dump in 7 days)</td>
<td>per day</td>
<td>$7.50</td>
</tr>
<tr>
<td>Temporary Bin: Extra Dump</td>
<td>per lift</td>
<td>$50.00</td>
</tr>
<tr>
<td>Roll-Off &quot;Rocket Launcher&quot; Service (one hour minimum)</td>
<td>per hour</td>
<td>$165.00</td>
</tr>
<tr>
<td>Roll-Off Dead-Run, Go-Back, or Box Relocation</td>
<td>per occurrence</td>
<td>$180.00</td>
</tr>
<tr>
<td>Roll-Off Compactor Rental</td>
<td>per month</td>
<td>$695.00</td>
</tr>
<tr>
<td>Roll-Off Compactor Wash-Out</td>
<td>per occurrence</td>
<td>$300.00</td>
</tr>
<tr>
<td>Roll-Off Compactor Repair (excluding parts)</td>
<td>per hour</td>
<td>$90.00</td>
</tr>
<tr>
<td>Roll-Off Roll-Top Rental</td>
<td>per month</td>
<td>$60.00</td>
</tr>
<tr>
<td>Roll-Off Permanent Box Rental (minimum two hauls)</td>
<td>per month</td>
<td>$180.00</td>
</tr>
<tr>
<td>Roll-Off Demurrage (no hauls in 30 days, or minimum not met)</td>
<td>per day</td>
<td>$15.00</td>
</tr>
<tr>
<td>Roll-Off Same-Day Priority Service</td>
<td>per occurrence</td>
<td>$75.00</td>
</tr>
<tr>
<td>Roll-Off Overweight Penalty (in addition to disposal charges)</td>
<td>per occurrence</td>
<td>$250.00</td>
</tr>
<tr>
<td>Roll-Off Impounded Box Fee (for non-permitted haulers)</td>
<td>per occurrence</td>
<td>$900.00</td>
</tr>
</tbody>
</table>
### Table OTH-2. Push Service. Monthly rate.

<table>
<thead>
<tr>
<th></th>
<th>1/Week</th>
<th>2/Week</th>
<th>3/Week</th>
<th>4/Week</th>
<th>5/Week</th>
<th>6/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Push Rate 15 feet</td>
<td>$5.00</td>
<td>$10.00</td>
<td>$15.00</td>
<td>$20.00</td>
<td>$25.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Push Rate 25 feet</td>
<td>$5.00</td>
<td>$10.00</td>
<td>$15.00</td>
<td>$20.00</td>
<td>$25.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Push Rate 50 feet</td>
<td>$15.00</td>
<td>$30.00</td>
<td>$45.00</td>
<td>$60.00</td>
<td>$75.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>Push Rate 75 feet</td>
<td>$15.00</td>
<td>$30.00</td>
<td>$45.00</td>
<td>$60.00</td>
<td>$75.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>Push Rate 100 feet</td>
<td>$20.00</td>
<td>$40.00</td>
<td>$60.00</td>
<td>$80.00</td>
<td>$100.00</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

### Table OTH-3. Permanent Roll-Off Rates (Garbage)

Roll-Off Containers billed on a per pull plus Disposal Fee

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Per Pull</th>
<th>Per Haul</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Cubic Yard Container per pull</td>
<td></td>
<td>$210.00</td>
</tr>
<tr>
<td>20 Cubic Yard Container per pull</td>
<td></td>
<td>$210.00</td>
</tr>
<tr>
<td>30 Cubic Yard Container per pull</td>
<td></td>
<td>$210.00</td>
</tr>
<tr>
<td>40 Cubic Yard Container per pull</td>
<td></td>
<td>$210.00</td>
</tr>
</tbody>
</table>

### Table OTH-4. Permanent Roll-Off Rates (Recyclable Materials)

Roll-Off Containers billed on a per pull plus Disposal Fee

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Per Pull</th>
<th>Per Haul</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Cubic Yard Container per pull</td>
<td></td>
<td>$210.00</td>
</tr>
<tr>
<td>20 Cubic Yard Container per pull</td>
<td></td>
<td>$210.00</td>
</tr>
<tr>
<td>30 Cubic Yard Container per pull</td>
<td></td>
<td>$210.00</td>
</tr>
<tr>
<td>40 Cubic Yard Container per pull</td>
<td></td>
<td>$210.00</td>
</tr>
</tbody>
</table>

### Table OTH-5. Permanent Roll-Off Rates (Green Waste)

Roll-Off Containers billed on a per pull plus Disposal Fee

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Per Pull</th>
<th>Per Haul</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Cubic Yard Container per pull</td>
<td></td>
<td>$210.00</td>
</tr>
<tr>
<td>20 Cubic Yard Container per pull</td>
<td></td>
<td>$210.00</td>
</tr>
<tr>
<td>30 or 35 Cubic Yard Container per pull</td>
<td></td>
<td>$210.00</td>
</tr>
<tr>
<td>40 Cubic Yard Container per pull</td>
<td></td>
<td>$210.00</td>
</tr>
</tbody>
</table>

### Table OTH-6. Compactor Rates (Garbage)

Compactors billed on a per pull plus Disposal Fee

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Per Pull</th>
<th>Per Haul</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Cubic Yard Container per pull</td>
<td></td>
<td>$295.00</td>
</tr>
<tr>
<td>20 Cubic Yard Container per pull</td>
<td></td>
<td>$295.00</td>
</tr>
<tr>
<td>30 or 35 Cubic Yard Container per pull</td>
<td></td>
<td>$295.00</td>
</tr>
<tr>
<td>40 Cubic Yard Container per pull</td>
<td></td>
<td>$295.00</td>
</tr>
</tbody>
</table>

### Table OTH-7. Compactor Rates (Recyclable Materials)

Compactors billed on a per pull plus Disposal Fee

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Per Pull</th>
<th>Per Haul</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Cubic Yard Container per pull</td>
<td></td>
<td>$295.00</td>
</tr>
<tr>
<td>20 Cubic Yard Container per pull</td>
<td></td>
<td>$295.00</td>
</tr>
<tr>
<td>30 or 35 Cubic Yard Container per pull</td>
<td></td>
<td>$295.00</td>
</tr>
<tr>
<td>40 Cubic Yard Container per pull</td>
<td></td>
<td>$295.00</td>
</tr>
</tbody>
</table>

### Table OTH-8. Disposal fees

<table>
<thead>
<tr>
<th>Type of Disposal</th>
<th>Per ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roll-Off Disposal per Ton - Trash</td>
<td>$67.00</td>
</tr>
<tr>
<td>Roll-Off Disposal per Ton - Recycling</td>
<td>$0.00</td>
</tr>
<tr>
<td>Roll-Off Disposal per Ton - Green Waste</td>
<td>$75.00</td>
</tr>
<tr>
<td>Roll-Off Disposal per Ton - Food Waste</td>
<td>$99.00</td>
</tr>
</tbody>
</table>
Exhibit 2
City Sponsored Events

E2.1 Waste collection services shall be provided at no charge for the following City-sponsored events.

E2.1.1 Arbor Earth Day Celebration and others as may be scheduled up to a maximum of five per year.
E3.01 Cart Specifications.

E3.01.1 All new or replacement Carts must be manufactured with a minimum twenty percent (20%) recycled material content and come with a ten (10) year warranty against defects.

E3.01.2 Carts must be constructed with material that resists deterioration from ultraviolet radiation and be incapable of penetration by household pets or small wildlife when lids are fully closed.

E3.01.3 Contractor must provide Carts having an approximate volume of 32, 64 and 96 gallons. Actual cart volume may vary by +/- 10% depending on manufacturer.

E3.01.4 Carts must include wheels and handles that accommodate ease of movement by able-bodied persons, have heavy duty wheels, attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds.

E3.01.5 Carts must include lids that continuously overlap the Cart body so as to prevent the intrusion of rainwater and minimize odors. The lids would be of a design and weight so as to prevent the Cart body from tilting backward when flipping the lid open.

E3.01.6 Carts must be capable of being lifted into the Collection Vehicle without damage or distortion under normal usage.

E3.01.7 Carts be hot-stamped, embossed, or labeled/decaled with the company name, a unique identification number (i.e., serial number for carts), weight limit, and images of the type of materials to be collected. All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the term to maintain a near new appearance. Decals/labels showing types of materials collected in each Cart must be replaced annually.

E3.01.8 Cart and lids must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = recycle, black/charcoal = trash, green/brown = yard waste/mixed organics, green w/yellow lid or yellow = food waste or other color standards as determined by CalRecycle prior to the start of this Agreement).
Exhibit 4
Collection Bin Specifications

E4.01 Bin Specifications.

E4.01.1 Bins must be constructed of heavy metal or heavy plastic and must be watertight, well painted, in good condition and without rust or dents.

E4.01.2 Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the container, must be maintained in good repair.

E4.01.3 Contractor must provide Bins having an approximate volume of 1, 1.5, 2, 3, 4 and 6-cubic yards.

E4.01.4 Bins must have the name and phone number of Contractor on the exterior so as to be visible when the Bin is placed for use.

E4.01.5 Each Bin must be labeled with a listing of materials that may and may not be placed in a particular Bin type, and each Bin must include a conspicuous warning: “Not to be used for the disposal of hazardous, electronic, or universal waste.” Bins must be labelled in English and Spanish.

E4.01.6 Bid lids must be constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odors. Locking bins will be provided upon request at the rate set forth in Exhibit 1.

E4.01.7 Bins must be capable of being lifted into the Collection Vehicle without damage under normal usage.

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

E4.02 Roll-off Container Specifications.

Roll-off specifications shall be the same as Bin specifications E4.01.1 through E4.01.6, and E4.01.8. Roll-offs shall be provided in sizes 10, 20, 30, 40 cubic yards. Compactors shall be available in sizes 10, 20, 30/35, 40 cubic yards.

E4.03 Containers End of Life
Collection Containers must be recycled at the end of their useful life.
Exhibit 5
List of Approved Subcontractors

E5.01 The current list of subcontractors is as follows. This list can be revised by mutual consent between City and Contractor.

E5.01.1 Street Sweeping: Venco Power Sweeping, 2400 Eastman Ave. Oxnard, CA 93030

E5.01.2 Household Hazardous Waste: Clean Harbors, 880 W. Verdulera Street, Camarillo, CA 93010

E5.01.3 Household Hazardous Waste: Veolia Environmental Services (VES), 107 S. Motor Ave., Azusa, CA 91702,

E5.01.4 Household Hazardous Waste: IDR Environmental Services, 1540 W. First Street, Azusa, CA 91702
Exhibit 6  
Recyclable Materials

City and Contractor agree to meet from time to time as needed to discuss additions or deletions from the list of Recyclable Materials. At a minimum this list will be updated annually on or before November 22 each year. Contractor may request removal of Recyclable Materials due to market limitations, which request will be decided by the Agreement Administrator.

Recyclable Materials currently being Collected in Collection Containers under this Agreement include all plastics #s 1 through 5, and #7, except where specifically excluded in list below:

<table>
<thead>
<tr>
<th>Material</th>
<th>Type</th>
<th>Recyclable (Diversion)</th>
<th>Non-recyclable¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum</td>
<td>Metal</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Foil</td>
<td>Metal</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Steel</td>
<td>Metal</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Tin</td>
<td>Metal</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Bimetal</td>
<td>Metal</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Ferrous Scrap Metal</td>
<td>Metal</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Non-Ferrous</td>
<td>Metal</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>PET</td>
<td>Plastic</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>HDPE Natural</td>
<td>Plastic</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>HDPE Color</td>
<td>Plastic</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>PVC</td>
<td>Plastic</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>LDPE</td>
<td>Plastic</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Polypropylene</td>
<td>Plastic</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Polystyrene</td>
<td>Plastic</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Film Plastics/Plastic Bags</td>
<td>Plastic</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Expanded Polystyrene (Foam &amp; Rigid)</td>
<td>Plastic</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Bioplastic</td>
<td>Plastic</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Glass Flint</td>
<td>Glass</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Glass Amber</td>
<td>Glass</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Glass Green</td>
<td>Glass</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Mixed Glass</td>
<td>Glass</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Mixed Paper</td>
<td>Paper</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Newspaper</td>
<td>Paper</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Corrugated Cardboard</td>
<td>Paper</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Tetra Pak, Aseptic Containers</td>
<td>Paper</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Clothes</td>
<td>Textiles</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Nylon/Polyester/Wool/etc.</td>
<td>Carpet</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Concrete/Rock/Soil/Fines/Drywall/etc.</td>
<td>Building</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Wood/Lumber</td>
<td>Building</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Electronic Waste</td>
<td>E-waste</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

¹Not recycled under this Agreement. May not be placed in Recycling Container.
Exhibit 6
Recyclable Materials

List of acceptable organic materials:

- E6.02.1 Food waste
- E6.02.2 Green Waste
- E6.02.3 Landscape and pruning waste
- E6.02.4 Non-hazardous wood waste
- E6.02.5 Food-soiled paper that is mixed in with food waste
- E6.02.6 compostable food containers
- E6.02.7 compostable foodware

List of materials which Contractor should explore means and markets to recycle but which Service Recipient make seek, and pay for, alternative recycling markets. Also included are all materials listed as "Non-recyclable" in table above.

- E6.03.1 Plastics #6 and #7
- E6.03.2 plastic bags, wrap and film
- E6.03.4 laboratory ware (plastics, glass etc.)
- E6.03.7 mirrors
- E6.03.9 porcelain and ceramics
- E6.03.10 glass and metal cookware/bakeware
- E6.03.11 hoses, cords, wires
- E6.03.12 paper less than 4 inches in size in any dimension
- E6.03.14 microwaveable trays
- E6.03.15 window or auto glass
- E6.03.16 coated cardboard
- E6.03.17 coat hangers
- E6.03.18 white goods (household appliances)
- E6.03.19 needles, syringes, IV bags or other medical supplies
- E6.03.20 textiles, cloth or any fabric
- E6.03.21 propane tanks
- E6.03.22 universal waste (u-waste)
- E6.03.23 electronic waste (e-waste)
Exhibit 7
Street Sweeping Services

E7.01 Contractor shall provide Street Sweeping Services during the Term in accordance with the terms and conditions of this Agreement. Contractor shall include such services in the Maximum Service Rates set by this Agreement. Contractor may choose to subcontract with third-party for the services required under this Exhibit. Subcontractor shall be subject to written approval by the City as listed in Exhibit 5.

E7.01.1 Manner of Service. Contractor shall provide a Complete Sweep of all Curb Miles on all publicly maintained City Streets. Within any Curb Mile, Contractor shall be responsible for sweeping all curbs including Median Islands and the corners from any cross street intersecting the subject street. Contractor shall obey all laws governing the operation of the sweepers on a public street and shall perform its operations so that sweepers are traversing their routes in the normal direction of traffic.

E7.01.1.1 Contractor shall furnish all materials, labor, supervision and equipment necessary to perform all work required for regularly scheduled sweeping of all public streets in the City at the frequency and within the time frames described in Exhibit 7.09. Within 90 days of the Effective Date, Contractor shall adopt a City approved street sweeping schedule that follows the City approved refuse collection schedule, including adjustments for Holidays. Exceptions resulting from equipment breakdowns shall be immediately reported to the City with a catch-up schedule.

E7.01.1.2 Contractor shall also provide an annual 200-hour time bank for unscheduled sweeping and related services or as otherwise assigned by the City upon one (1) Work Day’s notice. Contractor shall make reasonable efforts to respond to emergency incidents including vehicle accidents, illicit discharges, and other emergencies within two hours or best effort depending on the severity of the incident.

E7.01.2 Maps. Contractor shall provide the Street Sweeping Service route maps to the City Representative upon request, within ninety (90) days from receipt of written notice. The maps shall be provided in a format that can be posted to the City website.

E7.01.3 Sweeping Method. Unsweeable items that impede sweeping, such as palm fronds, rocks, trash and debris shall be removed from the sweeping path and properly disposed of by the operator rather than driving around them. Items that impede sweeping and are immovable such as construction debris and impaired vertical or horizontal clearance by tree limbs shall be reported to the City immediately for correction. Contractor is not responsible for areas missed due to parked cars or other personal property. Sweeper operators shall immediately report to Contractor and the City all Illicit Discharges observed during routes. Contractor shall train all operators to recognize Illicit Discharges and stormwater pollution sources prior to work as street operators and annually thereafter, using City-approved training materials. Such training shall be documented and made available for review by the City.

E7.01.3.1 In areas where drainage is a problem, Contractor shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks,
Exhibit 7
Street Sweeping Services

gravel, vegetation, and other sweepable debris shall be removed from the street during the sweeping operation. If standing water is over the top of curb, then Contractor shall not be required to sweep that specific area. Sweeper operators shall report all areas with drainage problems to Contractor and City on a monthly basis, or as deemed appropriate by Contractor.

E7.05 Standards of Service. All areas swept under this Agreement shall be thoroughly cleaned. All debris shall be picked up by the sweeper unit and disposed of at Contractor's expense as outlined in this Exhibit. Sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation, and all other debris that accumulates between sweeps. Curb lines shall be swept along both sides of the roadway, or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted medians, painted left and right turn pockets, and all intersection cross gutters. Sweeping shall normally require one pass over an area. Contractor shall make additional passes or make such extra effort required to adequately clean the street to the satisfaction of the City. Extra effort shall be required when sweeping equipment leaves a dirt/silt smear in its swept path. The service standards in this Article may be reviewed and modified as conditions warrant to maintain cleanliness by the City or as necessary to comply with any regulatory permits issued to City.

E7.06 Water. Contractor shall obtain water services from the appropriate water utility or City for the water necessary in the street sweeping operation and use sufficient water to prevent dust arising during sweeping operations. City will provide map of preferred hydrant locations to Contractor to be used whenever feasible. The cost of the water shall be borne by Contractor.

E7.06.1 When possible, Contractor shall use reclaimed or tertiary recycled water.

E7.06.2 Contractor shall not discharge liquid waste from the sweeper units onto City streets or into the storm drain system.

E7.06.3 Washing of sweepers on City property is prohibited. Any and all washing of sweeper units shall be compliant with Section 16.03. Contractor shall implement best management practices when loading water into the street sweepers to prevent any overflow/potable water discharges into the storm drain system.

E7.07 Sweeper Speed. Contractor shall operate the sweepers at a speed of not more than five (5) miles per hour in residential areas and eight (8) miles per hour in commercial areas when sweeping or when the sweeper brooms are down, unless Contractor can demonstrate that the sweeper can operate efficiently and safely at a higher speed. City will use industry standards, Environmental Protection Agency information, and the sweeper manufacturer’s recommendations on the speed of sweepers when considering greater speeds.

E7.08 Width of Sweeper Path. Contractor shall sweep all curb miles and all bike lanes with all brooms down, unless parked vehicles, structures, or other objects prohibit the safe sweeping of this path width. The path shall begin at the face of the curb and include the flow line of the gutter. Unless blocked
Exhibit 7
Street Sweeping Services

by parked cars, Garbage Carts, Recycling Carts, or Organics Carts the face of the curb and gutter shall always be included within the sweeper path. On those residential streets with no curb, the width of the sweeper path shall be not less than eight (8) feet measured from the edge of the pavement toward the center of the street.

E7.09 Street Sweeping Frequency.

E7.09.1 Residential Streets. Contractor shall provide Street Sweeping Service for each Curb Mile of residential streets in the City once every other week in October through April and once every month May through September on a scheduled route basis. However, in those instances where the scheduled Street Sweeping Service day falls on a Holiday, Contractor shall adjust the route schedule as set forth in Article 3. This specifically includes:

E7.09.1.1 All public residential streets within the City limits.
E7.09.1.2 All private residential streets within the City limits, provided that Contractor obtains access from the Home Owners Association on mutually agreeable terms and conditions. Individual Home Owners Associations may negotiate directly with Contractor for more frequent street sweeping at the Home Owners Association’s expense.

E7.09.2 Commercial Streets. Contractor shall provide Street Sweeping Service for each Curb Mile of commercial streets in the City once per week on a scheduled route basis. However, in those instances where the scheduled Street Sweeping Service day falls on a Holiday, Contractor shall adjust the route schedule as set forth in Article 8. This specifically includes:

E7.09.2.1 All non-residential streets within Service Area.
E7.09.2.2 Hill Canyon Treatment Plant and streets areas from Santa Rosa Road to main gate.
E7.09.2.3 Westlake Blvd. south of the 101 Freeway interchange to the City limits.

E7.09.3 Parking Lots. Contractor shall provide Street Sweeping Service for each Curb Mile of designated parking areas shown in this Exhibit 7 in the City once per week on a scheduled route basis. However, in those instances where the scheduled Street Sweeping Service day falls on a Holiday, Contractor shall adjust the route schedule as set forth in Article 3.

E7.09.4 Change in Frequency. The City may direct Contractor to change the frequency of street sweeping for any City street. Contractor shall implement City-directed changes in frequency within fifteen (15) Work Days of receipt of written notice from the City Representative to adjust sweeping frequency. Any changes under this Article shall be treated as City-directed changes under Section 28.01.

E7.10 Street Sweeping Hours of Service.
E7.10.1 **Residential Streets.** Contractor shall provide Street Sweeping Service on residential streets commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m. Monday-Friday. Street Sweeping Services shall take place five days per week. The hours, days, or both of service may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative. Sweeping in residential areas shall be coordinated with Collection Services to ensure that sweeping occurs after collection of all Carts has been completed on a specific street.

E7.10.2 **Commercial Streets.** Contractor shall provide Street Sweeping Service on commercial streets commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m. Monday-Friday. Street Sweeping Service shall take place five days per week. The hours, days, or both of service may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.

E7.10.3 **Downtown Area.** Street Sweeping in the downtown area or other areas as designated by the City may commence no earlier than 7:00 a.m. and terminate no later than 7:00 p.m. Monday-Friday. The City may restrict Street Sweeping hours in the downtown area or other areas where noise or traffic negatively affects the surrounding neighborhoods.

E7.10.4 **Other Areas.** Designated collector, arterial streets and City facilities may also be swept on Saturdays between the hours of 7:00 a.m. and 7:00 p.m. upon approval of the City.

E7.10.5 **Street Changes.** City and Contractor acknowledge that it may be necessary or desirable to add or delete City streets for which Contractor will provide Street Sweeping Services or to temporarily modify sweeping schedules. City will provide notice of any such changes to Contractor which may be caused by the following:

- **E7.10.5.1** Construction or development on or along a street.
- **E7.10.5.2** Pavement maintenance activities, including the chip seal program or the slurry seal program.
- **E7.10.5.3** Inclement weather when running water renders sweeping ineffective.
- **E7.10.5.4** Special sweeping on alternative schedule.
- **E7.10.5.5** Other legitimate reasons that make sweeping impractical as determined by the City Representative.

E7.11 **Street Additions.** As new streets are constructed and accepted by City, City may, at City’s sole option, designate such streets as part of the Service Area for the purposes of Street Sweeping Services. If the City Representative designates such streets as part of the Service Area, Contractor shall provide Street Sweeping Service on such streets under the terms and conditions of this Agreement within
fifteen (15) Work Days of receipt of written notice from the City Representative to begin service. Any changes under this section shall be treated as City-directed changes under Section 28.01.

E7.12 Street Deletions. City may require some City streets to be temporarily or permanently removed from the list of scheduled streets for which Contractor provides Street Sweeping Service under this Agreement. Contractor shall immediately cease providing Street Sweeping Service to any City Street upon receipt of written notice from the City Representative to stop such service. When a City Street has been temporarily removed from the list of scheduled streets, Contractor shall resume Street Sweeping Service on such street in the next regularly scheduled cycle following the receipt of written notice from the City Representative to resume service.

E7.13 Revised Maps. Contractor shall revise the Street Sweeping Service route maps to show the addition or deletion of City Streets as provided above and shall provide such revised maps to the City Representative upon request, within ninety (90) days from receipt of written notice. The maps shall be provided in a format that can be posted to the City website.

E7.14 Parking Restrictions. The City will provide written notice to Contractor of any streets where permit parking may impact scheduled Street Sweeping Service. Contractor may be required to adjust sweeping schedules to sweep prior to the permit parking restrictions.

E7.15 Adverse Weather Conditions. Because of varying rain conditions throughout the City, Contractor may verbally request permission from the City Representative to cancel sweeping during heavy and persistent rainstorms within the Service Area. Contractor may cancel sweeping only with the prior consent of the City Representative.

E7.16 Hazardous Waste. Contractor shall not be required to remove any Hazardous Waste from the street surface. If, in the course of performing Street Sweeping Services, any suspected Hazardous Waste is encountered, Contractor shall immediately report the location to the City Representative, and any other responsible agency.

E7.17 Disposal of Sweep Waste. Contractor shall transport and deliver all Sweep Waste to designated Bins or areas at a City facility. Contractor will collect all Bins containing Sweep Waste and deliver to an Organics Processing Facility in a manner that meets AB 939 or other waste diversion requirements established per CalRecycle. In the event the facility is closed on a Work Day or is otherwise unable to accept the Sweep Waste, Contractor shall transport and deliver the Sweep Waste to such other legally permitted facility approved by the Agreement Administrator. Sweep Waste recycling and processing shall be by agreement between the Contractor and the City and shall not be calculated as part of the annual diversion rate required in Article 5.

E7.18 Spillage. During hauling, all Sweep Waste shall be contained, covered and enclosed so that leaking, spilling and blowing of the Sweep Waste is prevented. Contractor shall be responsible for the immediate clean-up of any spillage caused by Contractor.
E7.18.1 Equipment oil, hydraulic fluids, or any other liquid or debris resulting from Contractor’s operations or equipment must be covered immediately with an absorptive material and removed from the street surface. Contractor must document spillage in the Waste Reporting System and notify City’s stormwater compliance coordinator within two (2) hours of any spills resulting from Contractor’s operations or equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City’s stormwater compliance coordinator to be compliant with the City’s stormwater permit.

E7.18.2 The above paragraphs notwithstanding, Contractor must clean up any spillage caused by Contractor within two (2) hours upon notice from the City. If City deems necessary, Contractor must engage third-party environmental clean-up specialist to remove any equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after Contractor’s own clean-up efforts. If clean-up is not conducted to satisfaction of City, City has right to engage environmental clean-up specialist to perform additional clean-up work at the expense of Contractor.

E7.18.3 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e., any physical damage in excess of a simple cosmetic stain caused by the spill), Contractor shall be responsible for all repairs to return the street to the same condition that existed prior to the spill. Contractor shall be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City and at no cost to the City.

E7.18.4 To facilitate immediate cleanup, Contractor’s vehicles must at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

E7.19 Street Sweeping Service Routes. Not less than forty-five (45) days prior to commencement of Street Sweeping Services, Contractor shall submit to the City Representative, Service Area maps precisely defining the Sweeper Routes for review and approval by the City Representative. The route maps shall include the days of the month sweeping shall occur, the sweeping schedules in adjacent areas, the areas of the City to be swept, the start and finish of each route, the location of each dumpsite, and any special needs such as early starts, and late finishes.

E7.19.1 The City Representative may provide written comments on the preliminary maps to Contractor no later than twenty (20) Work Days after receipt of the maps from Contractor. Contractor shall revise the maps to reflect such comments and return them to the City Representative within twenty (20) Work Days after receipt of the City Representative’s comments.

E7.19.2 Upon approval by the City Representative of the final Sweeper Route maps, Contractor shall develop and maintain the Sweeping Routes on a computerized mapping system that is compatible with City’s mapping system to the extent possible. Street Sweeping maps provided to the City shall be in a format that is suitable for posting to the City website. In addition the scheduled Street
Exhibit 7
Street Sweeping Services

Sweeping day for each Residential and Commercial Service Recipient shall be recorded as part of the Contractor’s Service account database provided to the City in the Waste Reporting System.

E7.19.3 Service Route Changes. Contractor shall submit to the City Representative, in writing, any proposed route change (including maps thereof) not less than forty-five (45) days prior to the proposed date of implementation. Such changes shall also be reflected in Contractor’s printed route maps.

E7.19.3.1 The City Representative may provide written comments to Contractor on such proposed change no later than ten (10) Work Days after receipt of the proposal from Contractor, and Contractor shall revise the routes to reflect such comments and return them to the City Representative within ten (10) Work Days of receipt of such comments.

E7.19.3.2 Contractor shall not implement any route changes without the prior written approval of the City Representative. If the approved route change will change the day on which Street Sweeping Service will occur, Contractor shall notify the affected Service Recipients of route changes not less than thirty (30) Work Days before the proposed date of implementation in a manner approved by the City Representative.

E7.20 Other City Sweep Service. If during the Term, circumstances exist that require work associated with the Street Sweeping Service program that is not specifically provided for in this Agreement, the City Representative may require Contractor to perform such other associated work (“OAW”). Any changes under this section shall be treated as City-directed changes under Section 28.01 to the extent that the requested services are not included in the time bank provided in E7.01.1.2.

E7.20.1 When Contractor performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of the City Representative.

E7.20.2 Examples of OAW that Contractor may be required to perform include: performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, City requested clean-up services, and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance.

E7.21 Street Sweeping Quality of Work. The standards of performance which Contractor is obligated to meet are those good street sweeping practices which leave the service area in a debris and dirt-free condition, and using sufficient water to avoid airborne dust arising from equipment operation.

E7.22 Street Sweeping Equipment.

E7.22.1 General Provisions. All Street Sweeping Service equipment used by Contractor in the performance of services under this Agreement shall be of a high quality and of the vacuum type in conformance with the City’s MS4 Permit. The vehicles shall be designed and operated so as to prevent collected materials from escaping from them. Hoppers shall be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the vehicles.
E7.22.2 Clean Air Vehicles. Contractor must use new Street Sweeping vehicles at the start of this Agreement and may not use any Street Sweeping vehicle that is more than ten (10) years old during the term of the Agreement. Vehicles must utilize low carbon (“alternative”) fuel, which must be renewable natural gas or electric unless otherwise authorized by the City. During the Term, to the extent required by law, Contractor shall provide its Street Sweeping vehicles to be in full compliance with all Applicable Laws, including State and Federal clean air requirements that are adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in California Code of Regulations, title 13, sections 2020 et seq., the Federal EPA’s Highway Diesel Fuel Sulfur regulations and all other applicable air pollution control laws.

E7.22.3 Vehicle Noise Level. All Street Sweeping operations shall be conducted as quietly as possible and must comply with Applicable Laws, including Federal EPA noise emission regulations, currently codified at Code of Federal Regulations, Title 40, Part 205.

E7.22.4 Reserve Equipment. Contractor shall have available to it, at all times, reserve collection and Street Sweeping Service equipment that can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by Contractor to perform Contractor’s duties under this Agreement.

E7.22.5 All equipment shall be maintained in good mechanical condition, including brushes and brooms that shall be replaced at regular intervals. Contractor shall immediately clean any vehicle fluids (hydraulic fluids, lubricating oils, etc.) that leak or spill from equipment into the street or public right of way.

E7.22.6 Sweepers shall be fitted with GPS tracking and cameras with all data accessible to City staff. Contractor shall furnish to the City at no additional cost or expense any software and equipment necessary for City to track the location of sweeping vehicles in real time and to generate reports as needed.

E7.22.6 Sweeping equipment shall not be stored in the public right of way unless mechanical failure prevents immediate removal. In the event of mechanical failure, all efforts must be made to remove the equipment from the public right of way as soon as possible. The City must approve any overnight storage in public right of way. Contractor may enter into optional Storage Agreement with City to store Sweeper equipment at City facility. In the absence of such Storage Agreement with City, sweeping equipment shall not be stored on City Property.

E7.22.7 All equipment is subject to inspection by the City at any time.

E7.22.8 All sweepers shall have an operational strobe and back-up alarm and shall conform to all City, Ventura County, State and Federal safety requirements.
Exhibit 7
Street Sweeping Services

E7.23 **Staffing.** All Street Sweeper operators shall abide by the requirements set forth in Article 31 of this Agreement.

E7.24 **Communication.** Contractor shall have direct communication with all sweeping operators in the field utilizing radios or cellular telephones. Each sweeper operator shall have the ability to communicate verbal information immediately to City staff, Police and Fire Department personnel, residents, and to report illicit storm water discharges and hazardous street or drainage conditions to the City. Contractor shall also report missed routes and citizen complaints and resolution to the City on a weekly basis, when applicable.

   E7.24.1 Contractor shall supply a 24-hour message telephone number to the City Traffic Engineer so that the City can notify Contractor of traffic counter installations.

   E7.24.2 Drivers shall be aware of their locations in order to raise their brooms and avoid destruction of traffic counter cables. Contractor shall use due diligence to avoid traffic counter cables.

E7.25 **Deficiencies and Corrections.** The City may also make regular unannounced inspections of Street Sweeping locations if a swept area is deemed to be below acceptable performance standards, the substandard section shall be re-swept within one (1) Work Day of notification. Contractor shall re-sweep at their own expense. The City shall be notified of the completed re-sweep.

E7.26 **City MS4 Permit.** Contractor shall meet street sweeping requirements included in the City’s current Storm Water Discharge Permit (Order R4-2010-0108, NPDES NO. CAS004002) as it may be amended, revised, or reissued from time to time ("MS4 Permit").

E7.27 The designated parking areas for weekly street sweeping are:

   E7.27.1 Thousand Oaks Civic Arts Plaza parking area, Dallas Drive, Kavli Theater loading dock area and its access driveway from Conejo School Road to the loading dock area

   E7.27.2 Grant R. Brimhall Thousand Oaks Library, Goebel Adult Center and Alex Fiore Teen Center parking areas

   E7.27.3 Newbury Park Branch Library parking area

   E7.27.4 Los Robles Green Golf Course and Conejo Player Theatre parking areas

   E7.27.5 Hillcrest Center (401/403 W. Hillcrest Dr.) parking areas

   E7.27.6 Thousand Oaks Transportation Center parking area

   E7.27.7 Child Care Center parking area – 110 S. Conejo School Road

   E7.27.8 Municipal Service Center parking area

   E7.27.9 Household Hazardous Waste Facility drive-in and parking area
Exhibit 7
Street Sweeping Services

E7.27.10 Royal Oaks Drive day labor drop-off/pick-up area
E7.27.11 Cameron Center parking area.
E7.27.12 Greenmeadow Avenue extension up to bike path entrance.
Exhibit 8
Household Hazardous Waste (HHW) Home Collection Program

The following sets forth the description of the HHW Home Collection service, which will provide year-round, residential household hazardous waste collection service. Contractor shall include such services based on historical volumes in the Maximum Service Rates set by this Agreement. Contractor has the option to implement this program in one of the following ways – on-demand, scheduled on specific days (at least quarterly), in conjunction with other scheduled service (at least quarterly). Contractor must process and dispose of HHW materials collected through this program at the City’s permanent HHW facility. Contractor may choose to sub-contract with third-party for the services required under this Exhibit, and or sub-contract with existing HHW facility operator for processing and disposal of materials. Contractor must submit proposed implementation plan to City and gain City approval to implement.

Section A - Service Description.

E8.01 Household Hazardous Waste, Universal Waste and Used Oil Curbside Collection.

Contractor must undertake a program to Collect Household Hazardous Waste from SFD and MFD/MXD Service Units on an on-call or scheduled basis. This program shall be referred to as the “HHW Home Collection Program”. Residential Maximum Service Rates in Exhibit 1 are inclusive of this service. Home Collection service shall be provided to residents to properly manage household hazardous waste and universal wastes by safely collecting these items at the home. For on-demand service, residents will schedule a home collection appointment either through the Contractor website or by calling Contractor’s customer service department. Service shall be available year-round. For scheduled service, Contractor shall notify residents of collection date(s) and provide means for residents to register for collection through the Contractor website or by calling Contractor’s customer service department.

E8.02 The HHW Home Collection Program must include the following features:

- Contractor’s website shall be accessible 24/7 and customer service shall be available Monday through Friday, from 8:00 am to 5:00 pm Pacific Standard Time.
- Contractor shall provide an ongoing public education program to inform residents of the benefits and availability of the HHW Home Collection program. Outreach materials shall include information about:
  - The convenient means by which Residential Customers may make an appointment to have their HHW Collected.
  - Materials (bags, labels, oil receptacles, etc.) and instructions that will enable residents to safely and conveniently prepare their HHW for Collection.
Exhibit 8
Household Hazardous Waste (HHW) Home Collection Program

- Specific policies and procedures for the HHW Home Collection program such as acceptable Collection locations (doorstep, etc.), list of acceptable and non-acceptable materials, and quantity limits.

E8.03 Home Used Motor Oil Kits. Contractor shall store, promote and distribute home used motor oil kits per Calendar Year to be used by SFD and MFD/MXD Service Recipients to discard used motor oil. City is responsible for purchase of home used motor oil containers delivered to Contractor’s place of storage.

E8.04 Home Generated Sharps Containers. Contractor shall store, promote and distribute home generated medical sharps, needles, and lancets containers per Calendar Year to be used by SFD and MFD/MXD Service Recipients to discard home generated medical sharps, needles, and lancets. City is responsible for purchase of home generated medical sharps, needles, and lancets collection containers delivered to Contractor’s place of storage.

E9.05 As part of the request for service, the participant will be provided with a specific date for their home collection. This is the date when they must place their unwanted materials at the front door or in the front of their garage. Contractor will collect these materials within ten (10) Work Days from receipt of a request for service from the SFD Service Recipient.

E8.06 After the resident schedules their collection, a collection kit will be sent to the resident. Participants will receive one bag unless otherwise indicated that more than one bag is required to collect all eligible materials. Participants that only have electronics, batteries and fluorescent lamps will not be sent a collection kit, as the kit is not required for those items. Participants are not required to be present during the collection. The resident is responsible for packaging the materials and placing them outside on the designated collection date. The collection kit consists of a clear plastic bag, tie, labels, and an instruction sheet. The instruction sheet informs the participant of their collection date and lists eligible and non-eligible items. Participants collect their items and place appropriate items inside the kit bag or beside it per the instruction sheet. All containers must be labeled, and they cannot leak. Participants are provided labels for this use. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations. Contractor may offer alternatives to this method of collection, such as battery collection through bags placed on residents’ carts, or other containers for specific materials that can be placed curbside. Contractor is encouraged to provide creative solutions that best serve the residents at a minimum cost. All proposed alternatives must be submitted to the City for approval prior to implementation.

E8.07 On the collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside the home near the front door area or garage area, but not on public property, or at the curb, street
Exhibit 8
Household Hazardous Waste (HHW) Home Collection Program

or alleyway. The Contractor Service Technician will not enter homes, garages, sheds or other premises to gather or remove any material.

Section B – Contractor Responsibilities.

E8.08 Contractor is responsible for the acceptance, packing for transport, transport, and disposal of materials collected through this program. The program will include, at a minimum, the items listed as Acceptable Waste below. Contractor is not required to accept the items listed as Unacceptable Waste below. City agrees to assist Contractor in applying for grants to fund collection of these materials; provided, however, that where City has used reasonable efforts to assist Contractor, Contractor’s obligation to provide collection of these materials will continue even though grant funding is not obtained.

E8.09 Contractor vehicles shall be equipped with a cart, dolly, or similar transport equipment. Contractor vehicle shall be equipped with on-board safety equipment and a spill cleanup kit.

E8.10 After collection by the Service Technician, eligible materials are transported away from the residence. Contractor is not responsible for any materials placed out for collection until the items are collected by Contractor. Contractor must provide resident with a receipt listing items collected.

E8.11 Eligible materials must be transported by the Contractor from the residence to the City’s permanent Household Hazardous Waste facility. This facility is staffed and open to the public on Fridays and Saturdays 9 am to 1 pm. Contractor must arrange, through the City, the delivery and processing of the transported materials either during normal operating hours, or on additional times/days through an agreement with facility operator.

E8.12 Contractor shall be expressly designated by the Parties hereto as the transporter of and arranger for, the disposal of all wastes transported, managed, and disposed of from the HHW Home Collection program. Upon Contractor’s acceptance of wastes identified for removal, transportation, management, and disposal under this agreement, Contractor shall take title to, and ownership of, including risk of loss and all other incidents of ownership of such wastes except where the generator is responsible by law.

E8.13 In the event of a discharge, release, spill, or leakage of hazardous waste during the packaging, loading, unloading, transportation, storage, or disposal of the hazardous waste, to be managed under this contract. Contractor shall, at no expense to the City, be fully responsible for, and take appropriate and immediate action to remediate and clean-up any discharge, release, spill, or leakage in accordance with all applicable Federal, State, and local laws and regulations.
Exhibit 8
Household Hazardous Waste (HHW) Home Collection Program

E8.14 Contractor shall immediately notify the City’s program Manager by telephone or in person should any incident occur resulting in a discharge, release, spill, or leakage of hazardous waste.

E8.15 Contractor shall develop, maintain, and update any permits, registrations, operations, procedure, training or other specialized documents necessary to satisfy existing local, State, and Federal regulatory requirements affecting hazardous waste collection/disposal activities carried out under this Agreement.

E8.16 Contractor shall satisfy any and all State or other regulatory reporting requirements for up to one year beyond termination of this contract, including, but not limited to, annual CalRecycle Form 303 and DTSC E-Waste reports.

Section C - Materials Management.

E8.17 The list below includes the most common eligible items for the HHW Home Collection service. This list is not all-inclusive, and the full list of eligible items may vary depending on State and local regulations. City reserves the right to modify the list. Additional instructions may apply based on applicable regulations.

   E8.17.1 Eligible Materials. Most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible. No business materials are allowed. The quantity of material that is collected at any one time is limited to the items that can fit into the container provided, along with designated items that may be placed outside the bag.

The collection will typically include the following eligible materials:

**Household Cleaners**
- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

**Paint Products**
- Oil based paint
- Latex paint
Exhibit 8
Household Hazardous Waste (HHW) Home Collection Program

- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint
- Artist paint

Automotive Material
- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (4 max.)
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel (10 gal. max.)

Swimming Pool Chemicals
- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

Mercury Containing Devices
- Thermostats
- Thermometers
- Switches

Garden Chemicals
- Insect sprays/Insecticides
- Weed killers
- Fertilizer
- Herbicides
Exhibit 8
Household Hazardous Waste (HHW) Home Collection Program

- Pesticides
- Other poisons

Misc. Household
- Household batteries
- Straight fluorescent tubes/Compact fluorescent bulbs (5 max.)
- High intensity lamps
- Adhesives and glues
- Driveway sealer (5 gal. max)
- Sharps, needles and lancets (if placed into an FDA approved, rigid, puncture-resistant container)

Flammable & Combustible Materials
- Kerosene
- Solvents
- Lighter fluid

Electronics with Circuit Boards (25 lbs. total)
- Televisions (1 max.)
- Computer monitors
- CPU/computer tower (1 max.)
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
Exhibit 8
Household Hazardous Waste (HHW) Home Collection Program

- Related cords
- Gaming console

E8.17.2 Ineligible Materials. Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for the HHW Home Collection program. Business items located at homes are still business waste and are excluded.

Additional ineligible items are:
- Biological Waste
- Medications
- Ammunition and Explosives
- Asbestos
- Commercially-generated chemicals or hazardous wastes
- Construction-related materials
- Containers over 5 gallons
- Fire extinguishers
- Food waste
- Gas cylinders/pressurized cylinders
- Liquid/Elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation including leaking containers
- Medicines/pharmaceuticals
- Radioactive materials: smoke detectors
- Tires
- Trash and white goods including bulky items
- Unknown or unlabeled materials

E8.17.3 The HHW Home Collection program reserves the right to refuse collection of additional items not listed as an eligible material above. The HHW Home Collection reserves the right to refuse acceptance of any items it deems excluded, that pose a safety risk or other hazard, or are outside the scope of the program which is designed for the collection of home-generated special materials.

E8.18 Treatment methods. This service will work to responsibly manage the accepted materials. The goal is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

Section D - Participant Surveys.
E8.19 To increase communication with the resident and provide feedback on this valuable service, Program participants will be sent a survey through a feedback card or online process. Participants are encouraged to provide feedback of the program.

Section E – Reports.

E8.20 City-standardized reports will be provided by the Contractor on a quarterly basis.

Section F – Training and Experience.

E8.21 All team members, including Service Technicians and Operations Service Center Specialists, shall participate in Contractor’s in-depth and on-going training process. Service Technicians must complete the 40-hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver’s License. In addition, they will complete an in-depth employee training program which includes classroom and on-the-job training for hazardous materials. Training shall be updated periodically to ensure Technicians are trained on important safety procedures, transportation protocols, chemistry, hazardous materials handling, customer service, and more.

Section G – Regulations and Hazards.

E8.22 This program shall comply with existing applicable Federal, State, and local regulations. Appropriate permits and approvals to transport and store household hazardous waste and electronics, including those issued by the California Department of Toxic Substances Control, will be obtained and maintained. This includes facilities and vehicles used in the process of servicing this program. Generator status and requirements will be determined based on applicable State, Federal or local laws.

E8.23 In the event of a change in law and/ or regulations related to the services provided under this agreement, City or Contractor have the option to modify this service. Modifications may include the imposition of new or increased government fees or assessments. Any resulting request for a rate adjustment will be submitted in writing by Contractor to the City’s project manager, accompanied by an analysis of the impacts on rates. Such “change in law” rate adjustments will only be effective after approval of the City Council. City shall respond to Consultants request within sixty (60) days from the date of submittal. As used herein, “change of law” only includes that are directed specifically at HHW collection and processing and not changes in Federal or State income tax laws.

E8.24 In the event of a natural disaster affecting the community, HHW Home Collection program will be suspended for a mutually-agreed upon period. The HHW Home Collection program is designed for the ordinary collection of home-generated special materials, and a natural disaster changes the nature of that need.
Exhibit 8
Household Hazardous Waste (HHW) Home Collection Program

E8.25 HHW Home Collection is a service of the City of Thousand Oaks. Collection services will be provided by either the Contractor or a properly licensed/permitted subsidiary of Contractor. City reserves the right to approve the use of a sub-contractor.

Section H – Pricing.

E8.26 The cost of the program is included in the Maximum Service Rates as set forth in Exhibit 1.

Section I – Outreach Materials.

E8.27 Contractor shall develop, implement, and maintain a public outreach program consisting of a webpage, a brochure, and billing inserts. Outreach materials shall be approved by City prior to dissemination.
### Exhibit 9
Administrative Charges and Penalties

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount if Not Cured in 30 Days</th>
<th>If Cured in 30 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Failure to respond to each complaint within three (3) Work Days of receipt of complaint.</td>
<td>$100 per incident per Service Recipient.</td>
<td></td>
</tr>
<tr>
<td>b. Failure to maintain call center hours as required by this Agreement.</td>
<td>$100 per day.</td>
<td>-0-</td>
</tr>
<tr>
<td>c. Failure to submit to City all reports by the deadlines required under the provisions of this Agreement.</td>
<td>$100 per day.</td>
<td>-0-</td>
</tr>
<tr>
<td>d. Failure to include all parts of quarterly and annual reports specified in Sections 20.02 and 20.03 in the submitted report</td>
<td>$100 per day.</td>
<td>-0-</td>
</tr>
<tr>
<td>e. Failure to submit to City all payments by the deadlines required under the provisions of this Agreement.</td>
<td>1% of the total amount due if fees are 1 – 10 days late; and 10% of the total amount due if fees are more than 10 days late.</td>
<td></td>
</tr>
<tr>
<td>f. Failure for Collection Container to be compliant with specifications of Exhibit 3 and Exhibit 4.</td>
<td>$50.00/each Collection Container not compliant.</td>
<td>-0-</td>
</tr>
<tr>
<td>g. Failure for Collection Container to be compliant with SB 1383 labeling requirements.</td>
<td>$50.00/each Collection Container not compliant.</td>
<td>-0-</td>
</tr>
<tr>
<td>h. Failure to display Contractor’s name and customer service phone number on Collection Vehicles.</td>
<td>$100 per incident per day.</td>
<td>-0-</td>
</tr>
<tr>
<td>i. Failure to collect a missed collection by close of the next Work Day upon notice to Contractor, that exceeds twenty (20) in any Calendar Year.</td>
<td>$1,000 per Calendar year, plus $10 per incident per day.</td>
<td>-0-</td>
</tr>
<tr>
<td>j. Failure to repair or replace damaged Containers within the time required by this Agreement, that exceeds twenty (20) in any Calendar year.</td>
<td>$1,000 per Calendar year, plus $10 per incident per day.</td>
<td>-0-</td>
</tr>
<tr>
<td>k. Failure to maintain collection hours as required by this Agreement.</td>
<td>$100 per day.</td>
<td>-0-</td>
</tr>
</tbody>
</table>
## Exhibit 9

### Administrative Charges and Penalties

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount if Not Cured in 30 Days</th>
<th>If Cured in 30 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>l.</td>
<td>Failure to have Contractor personnel in Contractor-provided uniforms.</td>
<td>$25 per day per employee.</td>
</tr>
<tr>
<td>m.</td>
<td>Failure of Contractor to follow Recyclable Materials and Organic Waste Contamination and Overage procedures as set forth under Section 3.12 and 3.13.</td>
<td>$100/day for failure to implement correction plan.</td>
</tr>
<tr>
<td>n.</td>
<td>Vehicle mechanic fluid leak (e.g. hydraulic fluid or oil) incidents from Contractor Collection Vehicles in excess of three (3) during a calendar year.</td>
<td>$5000 per incident in excess of three (3)</td>
</tr>
<tr>
<td>o.</td>
<td>Failure of Contractor to provide proof of performance bond as required by this Agreement</td>
<td>Agreement Default</td>
</tr>
<tr>
<td>p.</td>
<td>Failure of Contractor to provide proof of insurance as required by this Agreement</td>
<td>Agreement Default</td>
</tr>
</tbody>
</table>
## Exhibit 9
**Administrative Charges and Penalties**

The following items If Not Cured Will Constitute Default

<table>
<thead>
<tr>
<th></th>
<th>Item</th>
<th>Amount if Not Cured in 90 Days</th>
<th>If Cured in 89 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>s.</td>
<td>Failure to report outreach, education, and audits in Waste Reporting System (WRS).</td>
<td>Agreement Default.</td>
<td>$100 per day.</td>
</tr>
<tr>
<td>t.</td>
<td>Failure to provide customer data to WRS.</td>
<td>Agreement Default.</td>
<td>$100 per day.</td>
</tr>
<tr>
<td>u.</td>
<td>Failure to report tonnages, diversion, fines, and covered generators in WRS.</td>
<td>Agreement Default.</td>
<td>$500 per day.</td>
</tr>
<tr>
<td>v.</td>
<td>Failure to conduct outreach, education and outreach in accordance with Agreement and approved Sustainability Plan</td>
<td>Agreement Default.</td>
<td>$500 per day.</td>
</tr>
<tr>
<td>w.</td>
<td>Failure to comply with City Municipal Code requirements.</td>
<td>Agreement Default.</td>
<td>$500 per day.</td>
</tr>
<tr>
<td>x.</td>
<td>Failure to comply with State of California or Federal regulatory requirements.</td>
<td>Agreement Default.</td>
<td>$500 per day.</td>
</tr>
<tr>
<td>y.</td>
<td>Failure submit a corrective action plan as set forth in Section 5.01.2.</td>
<td>Agreement Default.</td>
<td>$500 per day.</td>
</tr>
</tbody>
</table>
Exhibit 10
Transition Plan

By utilizing the Service Implementation Model, Contractor shall guarantee a successful service implementation. Contractor staff shall meet weekly with City staff to ensure constant and open communication throughout the transition plan and beyond. The Service Implementation Model consists of five overarching steps: Pre-Outreach and Education, Site Assessments, Service Starts, Service Optimization, and a Closed-Loop Process. Each consists of tasks designed to raise awareness of subsequent steps in the process. Each task in the Model consists of specific actions and timelines with designated owners. Below are descriptions of each step and the anticipated timeline to complete each task in the service implementation for the City.

**Step 1: Service Implementation Model – Pre-Outreach and Education: 6 Months Before Start**

Contractor shall host a Grand Opening of the Contractor Sustainability Center in the City to launch Contractor’s engagement efforts. The Sustainability Center shall be the hub of Contractor’s outreach and education for the community. There, Contractor’s dedicated recycling coordinators shall collaborate to educate schools, businesses, and organizations on recycling best practices. The center shall also serve as Contractor’s customer service center, where customers can make payments, request service adjustments, or obtain recycling information. Contractor shall utilize this high engagement means to connect with the community and other prominent organizations to communicate important dates and service information. Contractor is currently active, and shall remain active, on the following platforms:

- Instagram;
- LinkedIn;
- Twitter;
- Facebook; and
- YouTube.

**Outreach and Education Collateral**

Contractor has developed an internal marketing and communication team specializing in creating fully customized collateral to engage the specific community and customer demographic. Contractor shall begin the Pre-Outreach and Education phase six (6) months before service starts. Contractor’s marketing team shall also develop customized community hard copy collateral to help onboard the City successfully.
City Website

Effective immediately, Contractor has launched the www.athensthousandoaks.com website specific to the City’s community. The site shall serve as the central hub of service implementation information and recycling resources. As potential service implementation begins and pre-outreach launches, customers will be able to review service offerings, chat with customer service representatives, request service via self-service options, and check and modify current service offerings. The website is fully customized for the City and is live.

Community Events - Town Hall Meetings

The Contractor team shall engage the community to raise awareness of the upcoming service implementation. Six (6) months before service start, Contractor shall deploy recycling coordinators (RCs) and host town hall meetings live or virtually to help spread the word. Throughout the contract’s life, Contractor shall host one community event per quarter, or as the City deems necessary.

Before starting service and concurrent with the Pre-Outreach and Education phase, Contractor shall work with the departing service provider to secure current customer lists and bin counts. Contractor shall leverage its relationships to obtain the most accurate customer lists possible so that residents and businesses alike do not experience service disruptions. To ensure every customer’s information is collected, Contractor Recycling Coordinators shall be deployed to conduct waste assessments of all commercial and MFD accounts.

Community Partnerships

Leveraging partnerships with the Chamber of Commerce, community groups, and educational institutions, Contractor shall engage the community to ensure residential customers and business owners are aware of the service transition and important dates.

Subscription Order Form

Contractor shall mail residential customers a subscription order form with a postage-paid return postcard. It shall include new service offerings,
container options, rate structure, and schedules, including holiday schedules. The form shall be mailed out ninety (90) days before the start of service. Contractor shall obtain City approval of any collateral before distribution. The form shall provide residential customers an opportunity to select the size and quantify of trash, recycling, and green waste carts.

If no selection is made, or the customer is unresponsive, Contractor shall provide residential customers the default standard bundle selection of one 64-gallon trash cart, one 64-gallon recycling cart, and one 96-gallon green waste (organics) cart. Contractor shall procure the rental of a temporary yard within the City to stage containers and facilitate the delivery of new containers and removal of old containers, to ultimately eliminate the potential of service disruption to customers.

For commercial customers, Contractor shall mail subscription order form and follow up with a site assessment. Recycling Coordinators shall conduct the assessments within 60 days of the service start date. Details on site assessments are available in the next phase of the Service Implementation Model.

**Step 2: Service Implementation Model – Site Assessments: 90 Days Before Start**

Site assessments are necessary to ensure a seamless transition between waste haulers. Contractor shall dedicate recycling coordinators and route auditors ninety (90) days before the start of service. Contractor shall assemble a team of forty-five (45) recycling coordinators (RCs) and five (5) route auditors (RAs) to visit customers within the City. Before starting services, Contractor shall visit each commercial and multi-family site to conduct a waste assessment, host community events, and perform audits prior to initiating the container delivery plan.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Timeline</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Assessments Phase I “Boots on the Ground”</td>
<td>Visit sites to conduct an initial waste assessment</td>
<td>90 days before the start</td>
<td>Recycling Coordinators</td>
</tr>
<tr>
<td>Community Events: Town Hall Meetings</td>
<td>Conduct meetings at local events, fairs, and host recycling training. If necessary, continue to offer virtual events.</td>
<td>90 days before the start</td>
<td>Recycling Coordinators</td>
</tr>
<tr>
<td>Route Audits</td>
<td>Conduct route audits to ensure assumptions are correct and, if necessary, make adjustments</td>
<td>45 days before the start</td>
<td>Route Auditors, Operations Manager, Supervisor, and Logistics Representative</td>
</tr>
<tr>
<td>Initiate Container Delivery and Removal Plan</td>
<td>Start to deliver residential and commercial containers.</td>
<td>30 days before the start</td>
<td>Operations and 3rd Party</td>
</tr>
<tr>
<td>Conduct City Staff Cross-Training</td>
<td>Contractor shall train city staff on Contractor GPS and other applicable systems</td>
<td>30 days before the start</td>
<td>Outreach and Education Team</td>
</tr>
</tbody>
</table>

**Site Assessments First Attempt**

Contractor RCs and route supervisors shall help educate customers on the new service offerings. While onsite, the RCs shall survey sites to:
- Verify account information
- Educate customers on service offerings
- Assess waste streams
- Take inventory of container quantities and sizes
Exhibit 10
Transition Plan

- Review recycling resources
- Identify food rescue opportunities

RCs shall also make recommendations on reducing waste, recycling best practices, and repurposing and donating food to limit waste, when appropriate. Contractor shall assess 400 customers per month. Contractor shall divide the City into subsection to best manage the transition. Assessments shall begin 90 days before the start date. Contractor shall meet customers at their location to make the right choices in the number of containers to utilize, the correct pricing bundle, and the appropriate container size to significantly reduce the potential for overloaded or contaminated containers. While RCs educate customers on service levels, they shall also support the Contractor’s operations team in delivering containers to residential and commercial properties. Site assessments and container delivery schedules shall initiate 90 days before starting the contract and shall continue for two weeks after the new services official launch.

Container Delivery Plan

To prepare for the delivery of new containers and remove old containers, Contractor shall conduct a parcel audit immediately upon award to account for all residential customers. During the parcel audit, Contractor shall work with the incumbent hauler to secure a customer database and determine how many multifamily units use carts or bins. The parcel audit shall include a desktop audit to compare previous hauler and/or City data against the County parcel listing. The data will serve to identify discrepancies between databases. If differences are identified, Contractor shall dispatch a route auditor to confirm data visually. Upon audit completion, Contractor shall compile an accurate mailing list to conduct outreach to residents.

<table>
<thead>
<tr>
<th>Line of Business</th>
<th>Number of Containers</th>
<th>Manufacturer</th>
<th>Units</th>
<th>Delivery Start Date</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>106,025</td>
<td>Rehrig Pacific</td>
<td>34,593</td>
<td>60 days before start</td>
<td>Trash – Black</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Recycling – Blue</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Green Waste/Organics – Green</td>
</tr>
<tr>
<td>Commercial</td>
<td>4,123</td>
<td>Consolidated Fabricators</td>
<td>1,265</td>
<td>30 days before start</td>
<td>Trash – Black</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Recycling – Blue</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Green Waste/Organics – Green</td>
</tr>
</tbody>
</table>

Contractor shall review the container delivery plan with the City 90 days before the start of services. The City shall be able to make recommendations to fit the needs of the community best.

Residential Container Delivery

Contractor shall deploy the right number of resources to deliver and remove residential carts and commercial bins. Cart delivery shall commence during the site assessment phase and continue past service start. Contractor shall prepare a container delivery and removal schedule for approval by the City. The residential container delivery schedule shall be mailed to customers. Additionally, the schedule shall be shared on via social media, the City website, and print ads, to ensure all customers have visibility of the timeline. Residential customers shall have their carts delivered the day before their service day to allow them to put out old carts for service. On the following service day, the old containers shall be serviced and removed. Contractor shall work to reach an agreement with the previous hauler in which Contractor shall collect their residential carts and deliver them to Contractor’s rental property to ease their retrieval by a large truck.
Solid Waste Collection Services Agreement

Dated: January 1, 2022

Exhibit 10
Transition Plan

Commercial Container Delivery

Contractor shall order more than 4,123 containers (size 32-96 gallons, 1-6 cubic yards) for commercial (trash, recycling, and (1, 2, 3-cubic yards for organics) customers and City facilities. Contractor shall dedicate five route auditors to visit customers 90 to 120 days in advance of service initiation. Auditors shall work to confirm the current bin size and quantity as well as identify any special circumstances. Concurrently, the Contractor shall also conduct a commercial parcel audit to ensure locations are identified in the provided data. Contractor shall work with the incumbent hauler to deliver a new bin and remove the old container simultaneously to avoid service disruption. Contractor shall deliver a Contractor bin, remove the incumbent hauler’s bin, and then drop off the incumbent hauler’s bin at the Contractor’s staging facility. The incumbent hauler shall be allowed to retrieve their containers at a central point. Contractor shall begin exchanging commercial containers 30 days before services commence if the incumbent hauler can agree on service schedules. Contractor shall use the same method of data validation and in-person visits to validate roll-off customers.

Route Audits

Contractor’s operations and logistics teams shall collaborate on route audits. The audits’ goal is to ensure the operational assumptions are correct and make adjustments if necessary. Contractor shall run mock routes to ensure service operates efficiently and effectively before services start. Contractor shall also offer bundle packages to promote reductions in service day frequencies. Contractor uses its fleet management technology to track and monitor the driver’s effectiveness in running routes. Contractor shall periodically adjust routes to reduce logistical redundancies. Contractor shall cross train City staff on Contractor’s terminology, processes, and applications. Likewise, City staff shall train Contractor’s key personnel on the Waste Reporting System.

Step 3: Service Implementation Model – Service Starts: January 1, 2022

On January 1, 2022, Contractor shall begin to service residential and commercial customers. By then, customers will have completed a waste assessment or have had an opportunity to participate in one. If not, Contractor shall maintain its “Boots on the Ground” approach to ensure customers have a chance to adjust service levels, container sizes, or quantities. Contractor shall deploy one supervisor per collection vehicle during the first week of service to ensure services are being rendered to all customers. If any adjustments are needed for services, the route supervisors shall contact a recycling coordinator to engage with the customer on the day of service. If the customer requests service changes, Contractor shall facilitate the change within 24 hours. Contractor shall also begin daily check-ins with assigned City staff. Contractor shall maintain an open communication line with the City staff during the transition time and the Agreement’s life.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Timeline</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Assessments – “Boots on the Ground”</td>
<td>Continue site assessments and quality checks</td>
<td>Two weeks before and after the start of service</td>
<td>Recycling Coordinators</td>
</tr>
<tr>
<td>Adjust Service Levels</td>
<td>Customers shall have additional opportunities to adjust container size and quantities</td>
<td>Ongoing</td>
<td>Dedicated Customer Service Representative, Sustainability Center Representative, Route Auditors, and Recycling Coordinators</td>
</tr>
<tr>
<td>Route Audits</td>
<td>Conduct route audits to ensure assumptions are correct and, if necessary, make adjustments</td>
<td>Two weeks after the start of service</td>
<td>Route Auditors, Operations Manager, Supervisor, and Logistics Representative</td>
</tr>
</tbody>
</table>
Exhibit 10
Transition Plan

<table>
<thead>
<tr>
<th>Quality Checks</th>
<th>Utilizing Mobile-Pak, Operations shall ensure excellence in service</th>
<th>Start of service and ongoing</th>
<th>Route Auditors, Operations Manager, Supervisor, and Logistics Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Displaced hauler employees</td>
<td>Contractor shall extend employment opportunities to displaced hauler employees</td>
<td>30 days before the start of service</td>
<td>Human Resources</td>
</tr>
</tbody>
</table>

Site Assessments – Second Attempt

To ensure that every customer has an opportunity to select the optimal service level, Contractor shall continue to visit sites two weeks before and two weeks after the services start. Going through a site assessment will prevent overloaded and contaminated containers. Contractor shall make reasonable efforts to visit customers three times during transition period to conduct waste assessments.

Adjust Service Levels

Throughout the contract term, customers shall have the opportunity to contact Contractor to adjust the sizes and quantities of containers utilized. Contractor shall have a dedicated customer service team over the phone and at the local office to support container adjustments and service inquiries. Additionally, Contractor shall continue to have route auditors and recycling coordinators in the field to engage with new customers on recycling best practices through the service implementation period.

Route Audits

On the day services start, Contractor shall have a dedicated team of five (5) route auditors reviewing operational data to ensure routes are as efficient as possible. The auditors shall review routes, work orders, tonnage reports, and driver-initiated service exceptions. For two weeks after the start of service, RAs shall follow collection vehicles to verify effectiveness and efficiency. Contractor shall continue these efforts well past the service start date. Route audits shall be conducted periodically to promote operational effectiveness and foster safety in the community, all striving to minimize service day frequencies.

Quality Checks

Contractor shall use the newest collection vehicles equipped with the latest in fleet onboard computer technology, called Mobile-Pak, to ensure Contractor provides services to all customers. The Mobile-Pak Tracking System gives drivers the ability to generate service verifications and report service exceptions. Drivers can document service exceptions with a geocoded image and report it back to the customers via automated processes. Drivers can also communicate with customer service to provide service verification with photos and report service obstructions and overfilled containers or contamination. The tablet also provides GPS coordinates, providing customers and dispatch Contractor’s entire fleet’s real-time visibility. Contractor shall extend call center hours of operations and personnel in the field available to answer questions. Contractor shall offer the City access to this multi-channel service during extended hours for the transition and throughout the term of the Agreement.

Contractor commits to giving current contractor employees a fair and equal opportunity for employment. If hired, these employees shall receive equal or higher wages to their current one, along with a potential sign-on bonus. After 12 months of employment, Contractor shall award drivers a $10,000, one-time retention bonus. Employment shall be extended for a period of no less than 90 days as provided in Chapter 4.6, Sections 1070 through 1076 of the California Labor Code.

Step 4: Service Implementation Model – Service Optimization: 30-60 Days After Service Start
Solid Waste Collection Services Agreement

Dated: January 1, 2022

Exhibit 10
Transition Plan

After January 1, 2022, Contractor shall continue to engage the community with waste assessments, rightsizing, and contamination prevention to ensure services are optimized. Post service start, Contractor shall have a dedicated team of recycling coordinators, route auditors, and operations supervisors engaging customers and the community on various subjects. Contractor shall ensure customers do not experience service disruptions.

<table>
<thead>
<tr>
<th>Service Optimization - Tasks and Timelines:</th>
<th>Task</th>
<th>Description</th>
<th>Timeline</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Review</td>
<td>Review of operational data, including routes, customer counts, container counts, and tonnage</td>
<td>30-60 days after start</td>
<td>Operations Management and Logistics</td>
<td></td>
</tr>
<tr>
<td>Overfilled Container and Contamination Prevention</td>
<td>Identify incidents of overloaded and contaminated containers to engage customer</td>
<td>Two weeks after the date and ongoing</td>
<td>Customer Service and Recycling Coordinators</td>
<td></td>
</tr>
<tr>
<td>Service Implementation - Community Report</td>
<td>Prepare a report to present to the city that describes opportunities for improvement</td>
<td>60 days after start</td>
<td>Service Implementation Team and Government Affairs</td>
<td></td>
</tr>
</tbody>
</table>

Data Review

Once the service starts, Contractor shall re-engage residents and businesses with data collected from waste assessments conducted during the Pre-Outreach and Education or Site Assessments phases. For customers who did not participate in a waste assessment, Contractor shall maintain recycling coordinators in the field to continue engaging with customers to ensure they have the optimal number of containers and the right size or identify an opportunity to reduce service day frequencies. Secondarily, waste assessments are intended to prevent unsightly and overfilled containers and avoid contamination. Contractor assessment efforts shall begin ninety (90) days before the service start date and shall continue throughout the term of the Agreement.

Overfilled and Contaminated Containers

Contractor shall utilize a customized application to report overfilled and contaminated containers. When and if containers are overfilled or underserviced, a Contractor representative shall engage the customers to educate or adjust service levels.

Community Report Presented to City Staff

An estimated sixty (60) days after the start of service and at the City’s discretion, Contractor shall prepare a community report to review with City staff and the community. The service implementation team shall develop the report to communicate key milestones in the Service Implementation Model.

Items detailed in the Community Report include the following:
Step 5: Service Implementation Model – Closed Loop Process: 90 Days and Ongoing

As customers acclimate to the new service offerings, including service enhancements, Contractor shall diligently reach out to customers and educate them on environmentally sustainable programs. In addition to the outlined plan, Contractor’s marketing and communication team shall support efforts to increase recycling best practices and environmental sustainability programs.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Timeline</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Launch Recycling Program</td>
<td>In collaboration with City staff, Contractor shall launch comprehensive Recycling Program</td>
<td>90 days after start and ongoing</td>
<td>Sustainability Director</td>
</tr>
<tr>
<td>Identify Food Rescue/Donation Opportunities</td>
<td>Engage with local businesses and schools to facilitate a food rescue program to fit local community needs</td>
<td>90 days after start date</td>
<td>Recycling Coordinators</td>
</tr>
<tr>
<td>Launch Community Outreach Campaigns</td>
<td>Utilize digital marketing and various communication channels to engage customers in recycling and organics best practices</td>
<td>90 days after start date</td>
<td>Marketing and Communications Department</td>
</tr>
<tr>
<td>Bi-Weekly Communications with City Staff</td>
<td>Transition from weekly to bi-weekly meetings with City Staff, or as the City deems necessary</td>
<td>Continues through the life of the agreement</td>
<td>Key Personnel and City Staff</td>
</tr>
</tbody>
</table>

Launch Recycling Programs

Ninety (90) days after service starts, Contractor shall launch a recycling education programs in the City. Working in conjunction with City staff, community leaders, and educational institutions, Contractor shall launch a comprehensive recycling program geared toward increasing recycling, promoting the reuse of goods, and reducing unrecyclable materials consumption.

Identify Food Rescue / Donation Opportunities

Utilizing data from operational reports and feedback from site assessments, Contractor shall identify food waste generators that may qualify for a food rescue/donation program. Once a candidate is identified, Contractor shall coordinate an additional waste assessment with the customers and food rescue partners.

Community Outreach Campaigns

Contractor shall also launch a community outreach campaign in the City. This campaign shall educate residential and commercial customers in recycling, landfill avoidance, organics, and food rescue/donation opportunities.
Exhibit 10
Transition Plan

The community outreach campaign will be shared on the following platforms:

- Instagram
- Facebook
- Twitter
- LinkedIn
- Athens Thousand Oaks Website
- Thousand Oaks Acorn
- Thousand Oaks Chamber of Commerce
- Constant Contact Email Blasts

Each campaign effectively provides education to specific customer targets. Most are digital-based. Along with social media and other digital marketing programs, Contractor shall deploy a comprehensive outreach and education program to exceed the City’s expectations.
Exhibit 11
Customer Service Plan

Contractor Customer Service Team

Call Center Staffing

Contractor has a local call center in the City of Irwindale that employs over sixty (60) customer service representatives and can support a variety of languages. Contractor shall also maintain a Sustainability Center within the City, which shall provide local representation, in-person service and economic development.

In addition to the representatives in the call center, Contractor shall provide three (3) dedicated customer service representatives for the City throughout the term of the Agreement. Two shall focus on residential calls, and the third shall focus on commercial. They shall be hired locally to work out of the local City Sustainability Center. The expectation is that team members resolve customer queries on the same day, if the inquiry is received before 2:00 pm and by 10:00 am the following day if the query is received after 2:00 pm.

Contractor Customer Service Team consists of the following staff, who will all be available to serve the City:

![Contractor Customer Service Team](image)

<table>
<thead>
<tr>
<th>Service Implementation Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential</strong></td>
</tr>
<tr>
<td><strong>First 180 days = 7 Dedicated Customer Service Representatives</strong></td>
</tr>
<tr>
<td><strong>Post 180 days = 2 Dedicated Customer Service Representatives in the City’s Sustainability Center</strong></td>
</tr>
</tbody>
</table>

Phone System

Contractor uses the NICE InContact phone system configured to optimize staffing to ensure that customers are directed to the right agent, every time. City customers who call for service shall first be directed to the local office for the best experience. In the event that the local representation is unavailable, calls shall be re-routed to the Irwindale call center for a quick response.
Exhibit 11
Customer Service Plan

NICE InContact provides:
- Digital capabilities including live chat, direct messaging, and e-mail support
- An all-in-one customer interaction solution
- Omni-channel call routing
- Workforce optimization
- Cloud compatibility
- Customer information
- Ability to deploy a designated phone number

NICE InContact shall meet the call requirements for the City. Additionally, InContact can transfer overflow calls, if needed, from the City’s Sustainability Center to the Irwindale Call Center to ensure City residents and commercial customers are always supported.

Customer Service Training

Contractor employs a closed-loop process to ensure that each customer’s concern is acted on and followed entirely to resolution. Occasionally, complex solutions may require a 24-48 hour turnaround time. During that time, the agent shall provide progress updates to the customer by phone or email. When the issue is resolved to the customer’s satisfaction, Contractor have successfully closed the loop. Contractor has instituted several training programs, which include:
- Weekly One-on-One coaching
- Quality-Monitoring Program
- First Call Resolution Training
- Ongoing Training

Customer Service Hours of Operation

Contractor offers live, friendly customer service between the hours of 7:00 am – 8:00 pm, Monday through Friday, and from 7:00 am to noon on Saturdays, excluding holidays. Contractor shall provide digital care support past normal business hours. Contractor offers responding to inquiries via phone, live chat, e-mail, surveys, and by the 4th quarter of 2021, direct messaging (DM) on social media.

Customer Service Extended Support: Self-Services

Contractor has a variety of self-service options, such as:
- Online Bill Pay
- AutoPay Registration
- Online Billing Inquiries
- Online Service Requests
- Online Changes to service
- Online Bulky Item Pickup Request
- Online Rent-A-Container

Customers can utilize self-service options 365 days a week, 24 hours a day online. They can also ask questions or chat online during regular business hours with a customer service representatives. Through the City’s dedicated website, customers can complete any transaction that would normally be processed over the phone without the inconvenience of making a call.
Exhibit 11

Customer Service Plan

City Website

The City shall have a dedicated website, which shall include community-specific information that can be updated as needed. Contractor shall collaborate with Recycclist to facilitate developing a “What Goes Where” interactive application on the www.AthensThousandOaks.com website, or institute the City’s ReCollect application on the Athens website. The application shall provide City residents and commercial customers with the tools to understand what material goes in which container, more importantly, what can be recycled and what cannot.

The City’s website shall also integrate vehicle GPS tracking capabilities. This convenient technology shall give customers the ability to locate the status of their collection vehicles and street sweepers throughout the day. Customers shall no longer have to call customer service to find out when their waste or recycling shall be collected.

Billing Standard Operating Procedures

Contractor uses Soft Pak, the state-of-the-art software, to process billing in-house, which provides the flexibility and security to manage the entire process from quality checks to mailing locally. During the service transition, Contractor shall have dedicated staff in the City to respond to billing inquiries and resolve disputes.

The City residential and commercial customers shall benefit from timely, accurate, and transparent documented notes from customer service and operations.

Soft-Pak Customer Database

Soft-Pak maintains the following:

- Customer contact information
- Billing information, such as service levels and chargeable service request
- Location information, such as access codes or service instructions
- Outreach and education activity
- Work orders – active and historical
- History of services, including service exceptions and incidents of overloaded or contaminated containers
- Driver and route information

With Soft-Pak, customer service, billing, routing, and operational information is available in a controlled and easy to access system. Below is a brief list of the critical capabilities that Contractor can highlight with the Soft-Pak system:

1. Online dispatching with route management
2. Productivity and profitability reporting per route
3. Inventory tracking, fleet maintenance, LEED reporting
4. Scale and landfill ticketing
5. Online payment capabilities
6. Materials tracking and hazardous waste handling
7. Sales management of prospect quotes and customer activity
8. Extensive management reporting

Contractor has integrated Soft-Pak with 3rd Eye, Mobile-Pak, Tableau, and fleet management systems to operate...
routes as efficiently as possible. Contractor shall grant City viewing access to Tableau in order to quickly locate customer information and service data as needed.

Securing Customer Information

During customer interactions, Contractor goes through a verification process to ensure customers’ information is secure. Callers must verify the service address, phone number, and name on the account and must be an authorized user to make changes on the account or receive balance information. Contractor also utilizes encryption and SSL technology to ensure the protection of vital and sensitive customer information. Additionally, to safeguard customer information, Contractor conducts annual audits to identify opportunities to adopt new technology or refine existing security processes.

Customer Service Integrated with Route Operations

All Contractor collection vehicles are installed with the 3rd Eye Fleet Management System and are equipped with tablets to confirm service has been completed. These two pieces of technology complement one another to provide the following capabilities:

The customer service team has access to all the collected information from the truck technology, such as notations or pictures taken by the driver. If a service exception occurs, the customer service team is immediately alerted and can help resolve the issue in a timely manner. In addition, all Contractor drivers can radio the dispatch department, should they need to deviate from the existing route. The radio system allows drivers to assist in collection efforts elsewhere in the City, should the need arise.

Monitoring Overfilled and Contaminated Containers

Contractor shall provide notification via phone, email within 48 hours, and a letter with a picture of the exception within 30-days. The notification shall include a picture, time, and date of the exception, while the phone call shall give the customer options to resize containers or options for dealing with contamination. The ultimate goal is to right-size, educate, and prevent future occurrences. Utilizing Mobile-Pak, drivers shall report the event of overfilled or contaminated containers to customers. In turn, customer service shall reach out to the customer via a phone call to notify the excess. Contractor shall proactively attempt to engage the customers to educate and, if necessary, increase service level.
Exhibit 12
Sustainability and Compliance Plan

This Exhibit has been submitted to the City and approved prior to the award of a contract and shall be annually updated thereafter as described in Section 18.02. The Contractor is required to document site visits and compliance data in the City’s Waste Reporting System.

Pillars of the Contractor’s Sustainability Compliance program are:

- City-specific website with interactive features, social media and other online materials that place recycling resources at your fingertips;
- Best-in-class outreach from professionals skilled in teaching children, college students, homeowners, business owners, employees, and anyone else interested in becoming better at managing waste;
- Customized collateral - A broad spectrum of outreach materials produced by experts in their fields, from newsletters to signage;
- Waste assessments completed on location that are comprehensive and proven to drive results;
- Legislative expertise for City staff and others; and
- Environmental programs to support sustainability measures in the City.

City-Specific Website. As described in Article 18.02.1.

Contractor shall maintain and keep up-to-date a dedicated, City-specific page on the Contractor website. It shall be managed and updated by in-house technical support team members. Content shall include:

- Services and rates;
- Outreach and education materials (including newsletters, welcome packets, cheat sheets, signage, and more);
- Details on available services; what can and cannot be placed in recycling, organics, and landfill-bound containers;
- Special collection services;
- Holiday schedules;
- Proper container set-out details;
- Food recovery and material reuse resources;
- Contact options for customer service (phone number, live chat, and digital messaging);
- Bill pay preferences;
- Quick links to request services allowing the customer to schedule services and submit changes, inquiries, complaints, and queries; and
- Additional programs, as the City sees fit.

The website shall contain transition information and concise descriptions of services. Customers can pay their bills online at no additional charge. They can also request bulky item collection, extra pickups, service and account changes. Requests are handled during regular business hours and confirmed within one hour of receipt. Customers may also e-mail their requests, which shall generate an e-mail or telephonic confirmation. The site shall also provide a conduit for customers to interact with the Contractor’s Customer Service team via live chat.

Recycling Resources. As described in Article 18.02.2.

Contractor is dedicated to providing the most current and state-of-the-art recycling resources, including outreach and education materials, programs, and activities. Contractor shall work with the City to create content and input feedback. Contractor’s team shall promote recycling resources via the following page:
Contractor shall provide in-person, virtual programs, and prerecorded activities, events, and training. Contractor shall also offer videotaped and onsite waste assessments for clients, in which Contractor make suggestions and follow up with links to additional recycling resources. Contractor recycling resources shall be made available on Contractor website for download, marketed via social media, and distributed via e-mail or mailers (per customer preference). Contractor shall maintain an up-to-date list of recyclable materials on its website, accessible to customers in numerous media to meet varying preferences.

Contractor shall promote and provide the following:

1. **Customizable Ultimate Recycling Guide**
   - Created by Recyclist, details on following page

2. **Recycling Cheat Sheet**
   - 2-pages and printable that lists what is acceptable in each container and how to identify electronic and hazardous waste

3. **Illustration of Container Streams**
   - And a list with what is acceptable on the website

4. **Signage**
   - For each waste stream illustrating what is acceptable

5. **Container Labeling**
   - On dumpsters and carts for recycling, organics, and landfill streams

6. **Newsletter Articles**
   - Reminding what is and what is not acceptable in each container

7. **Social Media**
   - Content provided to promote proper recycling, explain how to dispose of special waste, and educate about contamination

**Interactive Ultimate Recycling Guide**

Contractor shall collaborate with Recyclist to create and maintain a customizable interactive Ultimate Recycling Guide accessible on Contractor dedicated City webpage. This online guide shall:

- Offer a state-of-the-art program that is intuitive, colorful, picture-oriented, simple to follow, and engaging.
- Be branded, fully customizable, and tailored to City needs
- Illustrate tips on reusing, reducing, and recycling of 300+ everyday items
- Supply in-depth educational content about disposal options, safe handling, and alternative recycling options such as take-back and mail-in
- Include localized information about drop-off and collection programs
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- Make available information on local and nationwide resources about drop-off and mail-in programs Work seamlessly across devices with no download required
- Provide mobile-friendly information with SEO (Search Engine Optimization)
- Embed into the website platform, which avoids technical limitations, particularly around widgets and the lack of ability to draw in search engine traffic
- Does not require a widget or separate app
- Allow users to stay up-to-date with accurate Information Update easily and quickly given editorially supported services
- Quantify outreach efforts and measure audience growth and participation

School Education and Outreach. As described in Article 18.02.3.

Contractor shall develop (with City approval) an education and outreach plan, materials, and tools for schools to use in the franchise area, including those in the Conejo Valley Unified School District, private schools, and California Lutheran University. Contractor shall provide outreach (including site visits and educational material distribution) annually and necessary throughout the year. Educational material shall be distributed annually to campuses by mail or in-person by September 30, 2020, and site visits shall be completed by November 30, 2020.

Contractor shall identify a Recycling Coordinator (RC) as Zero Waste Schools Program Lead. They shall offer and oversee school presentations and assemblies, training, waste assessments, reduce and reuse opportunities, annual site visits, and material distribution. They shall provide schools the Contractor’s Zero Waste Manual for K-12 Schools, a systematic guide for students and staff to implement and maintain a successful Zero Waste Schools Program. It includes, but not limited to:

Contractor shall participate in events and provide age-specific school presentations to increase proper on-campus and at-home recycling. Contractor shall provide educational materials electronically and in print (where applicable). The material shall be available for download on Contractor’s City-dedicated webpage.

Outreach material for K-12 and university students (where applicable) shall include:
- Welcome packet/brochure;
- K-12 School-specific signage and posters for organics, recycling, landfill, liquids only, CRV, and food share tables;
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- Zero Waste Manual for K-12 Schools Recyclable Materials Cheat Sheet;
- Access to Contractor online, interactive Ultimate Recycling Guide;
- Information on food waste collection, donation, and share tables;
- Edible Food Recovery brochure;
- Information sheet on household hazardous waste (HHW), battery, and bulb disposal;
- Single-Use Disposables Product Recommendations List;
- SAFE Collection Center flyer; and
- Additional material for teachers to use in the classroom: myth-busters, 4Rs recycling tips, recycling art activities, kid's activity flyers, and suggested recycling curricula.

K-12 Sustainability and Zero Waste Incentive Programs
To incentivize participation in closed-loop and recycling education, Contractor shall fund the following programs annually:

- School Garden Grant. Annually, Contractor shall sponsor the build-out or restoration of one school garden or compost hub within a year of grant dedication. Grants shall fund building materials, tools, garden/permaculture expertise, soil, compost, plants/seeds, and other program-related needs.
- Recycling Competitions. Contractor shall conduct at least one school competition per year. Winners shall receive a Contractor-funded award and public recognition agreed upon by the City. Potential competitions include:
  - Zero Waste Signage Competition – Schools shall compete between grades or neighboring schools to design zero waste stations and signage.
  - Treasure from Trash Art Contest – Students of a specific age range shall compete with other schools in the City to create an art project from “trash” given a specified recycling theme.

University Program Outreach
California Lutheran University shall receive the same or similar educational material and outreach as K-12 schools, where applicable. However, considering the campus community’s transient nature and age range, a university education plan (including outreach material) would resemble a business account.

Additional outreach and education shall include:
- Working with the school to create supplemental information;
- Hosting at least two teach-in sessions per year with student groups or in high-traffic areas about proper on-campus recycling/disposal, reuse options, and more;
- Creating a reuse donation opportunity for campus move-out days;
- Staffing at least three tabled events per year, such as Earth Day fairs and athletic events to engage students, build awareness, and encourage proper participation of recycling, organics, and waste diversion efforts;
- Encouraging campus buildings to take part in reuse programs with centralized share sites Supporting the creation of recycling and organics messaging, green teams, and outreach efforts;
- Providing training, presentations, and one-on-one meetings with green teams and identified stakeholder groups Training student green teams (or applicable group) on how to conduct waste characterizations; and
- Working with the University to identify waste-reduction opportunities and participating in planning meetings with vendors, caterers, event coordinators, and other campus-related partners where applicable
- Supporting on-campus food recovery and food insecurity efforts.

Legislative Compliance Notices, Site Visits, & Outreach. As described in Articles 18.02.4, 18.02.5, 18.02.6, 18.02.7
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As part of Contractor ongoing outreach and education efforts, Contractor shall meet and exceed City and state legislative requirements including AB 341 (Mandatory Commercial Recycling), AB 827 (Recycling Containers), AB 1826 (Mandatory Organics Recycling), and SB 1383 (Short-Lived Climate Pollutants Reduction Strategy).

**Compliance Notices:** For eligible commercial entities, multifamily dwellings (MFD), and Mixed-Use Dwellings (MXD) not in compliance, Contractor shall develop and mail quarterly compliance notices by the last day of the month following the end of each quarter.

**Site Visits:** Contractor shall conduct site visits to eligible commercial entities, MFDs, and MXDs regarding mandatory legislation. Site visits shall occur at least once per year for the first three years, then every other year for businesses in compliance and every year for businesses not in compliance.

**Compliance Outreach and Education:** Throughout the life of the contract, Contractor shall disseminate information through billing inserts, welcome packets, site visits, customer meetings, and various community presentations. Contractor shall provide customers with a legislative handout that shall outline compliance requirements for AB 341, AB 1826, SB 1383, and AB 827. Contractor shall also supplement its customer training and presentations with information on the mandates, the importance of successful participation, and contamination avoidance. Additional outreach specific to a legislative bill is as follows:

- **AB 1826.** Contractor shall explain to customers where Contractor send organic materials for processing and how they become compost. Contractor shall outline what items are acceptable, including (green waste (yard trimmings and landscape waste), food scraps, and 100% fiber-based food-soiled paper). Contractor also shall enumerate the environmental benefits of diverting organics waste from landfills and into nutrient-rich soil amendments. Contractor shall provide businesses with Contractor “Single-Use Disposables Product Recommendations List” to help businesses identify compostable serving-ware acceptable in Contractor’s compost infrastructure.

- **SB 1383.** Contractor shall work with the City to educate and engage customers in compliant programs, such as organics waste collection and food recovery. Efforts shall include education and outreach, reporting, monitoring contamination, and enforcement. Contractor shall implement an edible food recovery program that promotes food waste prevention and increases food rescue opportunities through outreach and funding.

- **AB 827.** Through Contractor onsite waste assessments, Contractor shall encourage and track AB 827 participation. During Contractor evaluation, Contractor shall recommend to customers where and how they should place containers and signage. Color-coded, printable signage shall be available on Contractor website for download. For interested customers, Contractor shall provide a list of vendors that sell indoor recycling, landfill, and organics containers.

**Waste Audits (for Commercial Customers).** As described in Article 18.02.8.

Contractor shall offer MFD, MXD, and commercial customer locations a startup waste audit/assessment to determine appropriate container types, sizes, and collection frequencies during the first year. Contractor shall include written, customized recommendations on how to improve the customer’s diversion programs. When combined with Contractor’s other outreach and education programs, Contractor anticipates total recyclable tonnage collected in the City after the first year shall increase.

The following is Contractor’s waste audit/assessment implementation strategy and methodology:

1. Prioritization strategy: Contractor shall prioritize which customers receive waste assessments and training for recycling and organics. Contractor shall identify collection locations before the start of services. The priority list below enables in-depth and customized assessments by Contractor RCs after multiple meetings. The outreach priority list is as follows:
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- Customers who are sizeable solid waste generators
- Customers who have no recycling experience
- Customers who want to start recycling organics and have no prior experience
- Customers who have recycling containers, but poor recycling skills
- All the other customers.

2. Components developed from the assessments shall include:
   - Comprehensive waste audit/assessment process;
   - Detailed waste management and recycling strategies;
   - Customer personnel training;
   - Effective signage, location placement, and maintenance suggestions; and
   - Container types, sizes, and pick-up frequency recommendations.

3. The number of customer targets per year: Before the initial assessment and transition rollout, a minimum of one RC shall be dedicated fulltime to conduct waste assessments and training for City commercial, MXD, and MFD accounts, with additional staff as needed. The metrics shall be recorded and reported to the City’s Waste Reporting System.

   City commercial, MXD, and MFD customers shall receive a waste assessment at least once a year for the first three years. Beginning with year four, Contractor shall engage and complete a site visit and waste assessment with each customer every other year. Most waste audits require multiple meetings and conversations over days, weeks, or even months, based on Contractor experience.

4. Virtual Onsite Waste Audits/Assessments: In event that Contractor customers cannot be onsite or do not feel comfortable participating in onsite assessments, Contractor offers virtual waste assessments where Contractor engages the customer over the phone or through a Zoom meeting to go through the site visit’s details and Contractor findings. Contractor shall ask the customer several questions about their business or MFD, gather and document this information for future use, and make recommendations on service levels.

   Contractor also have the ability to video record onsite waste assessments for clients, when necessary. The video shall include suggestions and be available to the appropriate parties. Contractor shall also follow up with additional input and resources. The RC and client can review the video together or separately. This approach is essential for Contractor multifamily accounts, which might have out-of-state managers or have COVID-19 (or other health concerns) limitations.

5. Contractor Outreach and Education Department: Contractor shall provide services to commercial and multifamily accounts supported by a staff of marketing and sales account managers, RCs, and customer service representatives. If Contractor hires additional staff to support the transition plan’s implementation, Contractor’s current personnel shall act as valuable on-the-job trainers and coaches for new staff.

6. Rightsizing Customers: A critical consideration related to improving recycling behaviors and increasing recycling volume is the amount of space available for recycling containers. Contractor RCs and support staff shall identify locations with no recycling containers, undersized containers, or insufficient space to accommodate the customer’s recycling potential based upon the waste assessment.
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7. Prioritization strategy: The below list is an example of recycling and diversion strategies Contractor staff shall suggest to customers as part of their waste assessments, including training and technical assistance to:

- Encourage the use of interior recycling and organics containers;
- Promote the use of signage on and above waste containers to increase messaging and participation;
- Create centralized waste hub locations where the recycle, landfill-bound, and organics containers are grouped;
- Suggest smaller, under-desk containers for landfill-bound waste (such as caddies) or recommend grouping containers together with no solo containers;
- Minimize landfill-bound waste by encouraging single-use disposable alternatives for food ware, hand dryers in lieu of paper towels, share box setup, and food recovery options;
- Encourage printing policies to reduce paper usage, such as setting printers to double side print automatically and using recycled content paper;
- Recommend large businesses conduct e-waste collection events to encourage employees, tenants, and students to dispose of e-waste properly, thereby reducing contamination in containers;
- Initiate an onsite Recycling Ambassador or a Green Team to set goals and oversee zero waste efforts; and
- Advocate managers and work with their contractors to install recycling chutes and provide adequate space for recycling and organics bins in multifamily housing and commercial buildings to increase recycling participation, access, and compliance.

Contractor shall send customers a copy of their completed startup waste assessments, summarizing the findings, recommendations, actions taken and planned, referral resources, and people contacted. These reports shall be included in Contractor Soft-Pak database.

8. Results, Reporting of Waste Assessments, and Training: The effectiveness of waste assessments and training can be evaluated by comparing recycling and organics volumes before and after the intervention. Contractor shall conduct onsite inspections at customer locations and obtain feedback from processing facilities and transfer stations that unload compactors and roll-offs to track statistics.

9. Large Accounts: Contractor shall provide large accounts with the tools necessary to analyze their waste streams. Contractor shall prepare and provide monthly diversion reports for the customer upon request. This information includes changes in volumes of refuse, green waste, food waste, and recyclables by type; total tonnage; and diversion rate.

Proprietary Outreach and Education App: Contractor has created a custom app that can be used on a tablet, phone, or laptop. The app was specifically created for Contractor Outreach Department to be used in the field and when talking to customers. Some of the information and data Contractor’s collects can be customized based on the City’s needs and priorities. Contractor shall use the data to target specific customers for outreach about recycling, organics, contamination, and edible food recovery. Some of the data Contractor will collect or verify includes the following:

- Customer contact information, service and billing address, service levels, and routing information;
- GPS link to the customer service location, as well as bin location for some larger customers;
- Photos of customer bin locations, enclosures, and inside the containers. The documentation is helpful for recoding and analyzing contamination for future training opportunities and outreach;
- Outreach materials distributed to the customer with date and time;
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- Reasons why the customer refused some of the outreach material or services offered. This information can be helpful to plan and think outside the box on ways to improve and encourage future participation in Contractor diversion programs;
- Contamination training, including participants and pictures;
- Container information, including lock lids, custom bin sizes, and measurements;
- Site location information, including any safety hazards, gate codes, or specific special access instructions.
- Types of material the customer throws away and estimated volumes. This data shall help guide service level recommendations;
- Customer’s interest and previous attendance in recycling and organics training;
- AB 1826 and SB 1383 compliance questions, including if they are a candidate for organics collection, are already in compliance, have any implementation issues, refuse service, and if they are or should be participating in edible food recovery. These questions help us prioritize Contractor outreach and education. Contractor shall provide this content to the City for review and compliance support
- Customer implementation of recycling and organics signage and interior containers for employee, tenant, and customer use. Adding this data shall help track AB 827 compliance.

Compliance Reporting. As described in Article 18.02.9.

Contractor shall access the City’s Waste Reporting System to report customer compliance, contamination, overage issues, service levels, and other data. Contractor shall utilize the City specified reporting formats and work together to ensure compatibility between the Contractor and City systems.

Contractor shall provide input and support to the City when developing their City Waste Reporting System. Contractor’s internal data management system provides comprehensive tracking.
- System tracking components;
- Education and outreach conducted public event participation;
- School visits;
- Compliance notices mailed;
- Site visits;
- Waste audits completed Information distributed media used; and
- Community events hosted.

Contractor shall also identify public education activities undertaken during the year, including billing inserts, container tags, event material distributed, tours, quantifiable outreach impacts, and other outreach and collection activities. As it applies to AB 341, AB 1826, and SB 1383, Contractor shall document participating and non-exempt commercial accounts, date, status of conducted outreach efforts, and current service levels.

In addition to the app, Contractor uses onboard tablets for truck drivers to document and record customer issues onsite. The tablet allows the driver to note and take a picture of an issue, which automatically uploads to the customer’s account and creates a permanent record. Contractor can run daily, weekly, and monthly reports on many items for internal and external use. The Contractor’s Outreach Department downloads these reports to identify opportunities where additional customer training and education are necessary or if rightsizing is needed to avoid overage fees.

Contractor’s goal is to minimize issues by implementing an interactive Ultimate Recycling Guide where customers’ inquiries are resolved with a quick click of an image. The content shall be thorough, up-to-date, and easily accessible on devices. This guide shall help minimize contamination in recycling and organic waste streams.
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Right-sizing Containers. As described in Article 18.02.10.

An RC shall optimize customer service levels and container types during the waste assessments by appropriately matching them to their waste, recycling, and organics output. RCs shall make recommendations to the customer and record them in Contractor’s database for historical purposes. Customers who decline recycling or organics services shall be documented in the database and a list shall be provided to the City upon request. Right-sizing customers shall support the City’s high diversion goal and help prevent overflowing and overfilled containers. Contractor drivers shall identify (in the system) customers who have overfilled containers; a report can be generated to show which customers require further outreach and rightsizing.

Education and Outreach Materials Development and Distribution. As described in Article 18.02.11.

Contractor shall customize outreach and education materials to meet cultural, linguistic, and demographic characteristics. The outreach strategy and material content shall consider local trends and data obtained by Contractor and the City. Contractor shall ensure that the educational material shall be useful and appropriate for non-English speakers of varying cultures and backgrounds. Contractor's Customer Service Department offers translation for more than 175 languages.

Contractor shall develop and distribute public education, outreach, and promotional materials to residential, multifamily residential and commercial customers at the inception of the new contract and throughout the term of the agreement. Service recipients shall receive outreach and education material via in-person drop-off, snail-mail, and electronically (via e-mail and social media). Materials shall be available for download from Contractor dedicated City webpage.

Contractor onsite and virtual outreach and education efforts and material distribution shall be recorded in Contractor internal data management system. They shall be available to sync with the City Waste Reporting System. By analyzing the data, Contractor can achieve higher participation by quantifying engagement compared to recycling and organics participation; identifying outreach opportunities and recipient types based on Contractor diversion goals; targeting problem areas; creating necessary outreach materials, programs, and strategies; and measuring success along the way. Contractor shall work with the City to expand public and customer knowledge of Contractor programs and share additional methods to reduce, reuse, recycle, and compost. Contractor shall maintain Contractor education program, as well as support the efforts of the City. Contractor shall create educational material that is practical, applicable, easy to read, colorful, and engaging.

Public Events & News and Social Media. As described in Article 18.02.11

Contractor shall work with the City to promote new solid waste and recycling programs, events, and information on recycling, organics, and other services. Contractor shall utilize local media and print outlets, HOAs, and other associations, schools, libraries, community centers, civic groups, and nonprofits to promote recycling programs. Contractor shall provide outreach and education material for distribution where applicable. Contractor utilizes various strategies to engage with the community, inform them about the City's waste and recycling program, and distribute public education and outreach material.

These strategies include the following:
1. Materials Distribution. Contractor shall provide customers the following list of outreach and education-related materials. This shall be done via print or electronically, where applicable. Additional items shall be created throughout the contract per City request for specific Zero Waste diversion programs and based on ongoing needs assessments, such as targeting “problem area materials.”
<table>
<thead>
<tr>
<th>Material Types</th>
<th>Target Audience Service Recipients</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welcome Packet/Brochure</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Acceptable materials labeling and stickers for dumpsters and carts</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Stream specific signage/posters for organics, recycling, and landfill</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Additional signage for download: electronic and hazardous collection, proper cardboard disposal, close container lid notification, and “Bring Down Your Recyclables” for MFDs</td>
<td>X,X</td>
<td></td>
</tr>
<tr>
<td>School-specific signage and posters for organics, recycling, landfill, empty liquids, CRV, Go Reusable, and food share tables</td>
<td>X,X</td>
<td>School-specific</td>
</tr>
<tr>
<td>Zero Waste Schools Manual</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Recyclable Materials Cheat Sheet</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Legislative Handout for commercial accounts</td>
<td>X</td>
<td>Including at least SB 1383, AB 1826 and AB 341</td>
</tr>
<tr>
<td>AB 1826/SB 1383 Mailer</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Edible Food Donation brochure</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Info sheet on HHW, battery, and bulb disposal</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Event flyers</td>
<td>X</td>
<td>For e-waste, compost, &amp; other collection or disposal events</td>
</tr>
<tr>
<td>Special collection inserts and info sheets</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Single-Use Disposables Product Recommendations List</td>
<td>X</td>
<td>To encourage the purchase of products that are reusable or truly compostable or recyclable.</td>
</tr>
<tr>
<td>Web-based, interactive Ultimate Recycling Guide</td>
<td>X</td>
<td>See further description below</td>
</tr>
<tr>
<td>Newsletters</td>
<td>X</td>
<td>See further description below</td>
</tr>
<tr>
<td>Social Media Dos and Don’t’s Campaign</td>
<td>X</td>
<td>To target certain Recyclable Materials or “problem” areas, including proper sorting and contamination. Shall identify problem items through onsite waste assessments and audits</td>
</tr>
<tr>
<td>Food Waste Recycling Training Video</td>
<td>X</td>
<td>Specific to foodservice establishments</td>
</tr>
<tr>
<td>MFD Recycling Ambassador Program workbook</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Red-Tag or Oops Notice</td>
<td>X</td>
<td>See further description below</td>
</tr>
</tbody>
</table>
2. Quarterly Newsletter. A quarterly newsletter shall be sent to customers by mail in their bill or electronically. Newsletter content shall include service notifications and tips on proper sorting and usage.

   Additional content shall include identifying recyclables; composting; disposal education for batteries, e-waste, and HHW; bulky item collection; contamination prevention; container placement; holidays observed; holiday tree collection; upcoming events; pertinent recycling legislation information; and additional resources. The newsletter shall include English and Spanish translations.

3. Annual Recycling Awards. To promote and incentivize ongoing recycling efforts, Contractor shall recognize and submit to the City for approval annual “recycling stars” that show an exemplary effort to implement and partake in recycling or organic waste programs at their workplace or business.

   In addition to being recognized at a City Council meeting, recipients shall also receive recognition in one or more of Contractor’s outreach efforts, including newsletter submissions and website posting. Contractor shall work with the City to identify qualifiers by which to rate and determine the award recipients. Contractor shall distribute awards made from reused and recycled content.

4. Community Events and Presentations. To increase diversion, promote recycling education and awareness, and increase participation, Contractor shall participate in community events and provide zero waste and recycling presentations to community groups.

   Contractor shall include educational and publicity information promoting the City’s solid waste and recycling program. Contractor most popular presentations are “Recycling 101 – Let’s Talk Trash” and “How to Implement Organics Recycling.” Contractor shall also provide Contractor mini-collection truck “Mighty Mike” and Contractor recycling display/information booth for community events at the City’s request.

5. Social Media. Outreach content shall be available for posting on the City’s website and other social media sites, including Twitter, Instagram, Facebook, and LinkedIn. The Contractor team shall assist the City in answering any relevant inquiries through social media avenues.

6. Interactive Ultimate Recycling Guide. Contractor shall invest in and partner with Recyclist to create and maintain a customizable interactive recycling guide accessible on Contractor dedicated City web page.

7. Corrective Action “Red Tag” or “Oops” Notice. Contractor shall develop a corrective action notification form/tag and implementation plan for instances where customers set out inappropriate materials for collection or
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where containers are overfilled, overweight, or contaminated. The notice shall include the appropriate manner for disposal or other required corrective actions.

8. Community Meetings and City Council Updates. Contractor shall provide the City Council with regular updates on new technologies, the state of the waste and recycling industry, and notifications of government actions that affect the City. Contractor can also hold annual town hall meetings to provide interactive, face-to-face, or virtual discussions on waste and recycling issues.

Contractor shall work with community groups, civic/nonprofit organizations, HOAs, other professional associations, and neighborhood associations to provide community-based information sessions and attend meetings to answer questions (both at contract transition and through the life of the contract).

9. Reduce and Reuse Education and Events. Contractor shall make available information donation events, repair businesses, thrift stores, and drop-off options in the City. Contractor shall provide a resource list of websites that promote reuse options, such as repair tutorials and manuals (i.e., iFixit), community share sites (i.e., Buy Nothing Project), and the City’s Reuse/Donation Centers webpage. Annually, Contractor shall sponsor an organization to host a repair workshop (i.e., Repair Café or FixIt Clinic) where volunteers shall help community members fix their broken items for free.

10. Textile/Clothing Recycling Program Targeting. Contractor shall design and implement a textile rescue and recycling program. Contractor shall establish a system for residents to donate garments and other textiles for beneficial reuse. Contractor shall promote textile and clothing reuse and recycling options on Contractor website and Contractor outreach and education material. Annually, Contractor shall provide a clothing drop-off event; the collected material shall be donated to a local nonprofit for distribution.

Service Recipient Personnel Training. As described in Article 18.02.12.

Contractor trains personnel, tenants, and MFD residents, MXD, and commercial accounts to successfully participate in their location’s waste and recycling efforts. The training includes setting up internal infrastructure elements (like containers, signage, liners, and collection methods), increasing their diversion, and practicing landfill avoidance. Contractor shall encourage the customer to take advantage of free and unlimited training, presentations, and door-to-door outreach opportunities during Contractor’s waste assessments and follow-up communications. To increase participation, Contractor shall include reminders of these options in Contractor newsletters and e-mail blasts.

Contractor shall supplement the content with customized recommendations based on the customer’s needs, current or suggested service, and waste assessment observations. Contractor is also available to participate in onsite events/tabling as an additional means of training; however, Contractor advocate for at least one group-oriented training/presentation with the appropriate personnel. Virtual events, presentations, and training are also options for customers who prefer limited to no human contact due to safety concerns.

Contractor shall require that every staff member (including kitchen staff, custodial, management, and servers) partake in Contractor organics training for commercial accounts with food waste collection.

To educate MFD and MXD customers, Contractor recommends separate training/outreach for the business tenants and employees versus the residents. For residents, Contractor encourage management to approve both an onsite table event (during high traffic times) and schedule door-to-door outreach sessions. Contractor shall implement an “MFD Recycling Ambassador Program” to help designate and train onsite waste liaisons. The liaisons shall engage with neighbors, encourage participation, and work directly with their property management to support their apartment complex’s recycling and waste diversion efforts. The program trains motivated apartment dwellers and management staff to provide peer-to-peer outreach and education on proper recycling practices; monitor signage,
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contamination, and the overall waste diversion setup; and work directly with the property management on identifying solutions. A Recycling Ambassador can also help mitigate contamination and overfill issues, saving the property time and money. The ambassador shall learn to:

Available Services Notice and Information. As described in Article 18.02.13.

Contractor shall create and distribute a Welcome Packet (in person or via e-mail, if preferred), including the necessary information about Contractor’s new contract services. This resource shall also be available on Contractor website and can be downloaded electronically. An online version shall allow Contractor and the City to update information periodically. Contractor’s customers shall have immediate access to this resource.

The Welcome Packet shall be provided to Contractor’s customers annually by mail or electronically and shall include pertinent contact information, including the local address and phone numbers for various inquiries. Contractor shall translate this Welcome Packet into the languages suggested by the City, and it shall be distributed by February 1 of each year.

As part of the Welcome Packet, Contractor shall provide Residential, MFD, and Commercial Collections Services information. It shall cover service days, available frequency (for commercial), equipment/container types, sizes, and dimensions for compactors, roll-offs, bins, and carts.

Contractor shall provide specific procedures for setting out materials and avoiding overfilled and overweight bins. There shall be educational material on waste streams, where to dispose, and what is and is not acceptable as recycling, organics, solid waste, e-waste, HHW, and bulky items.

Additional services, information, and tips that shall be addressed in the Welcome Packet include, but are not limited to:

- Holiday Schedule and Special Events. Information on holiday schedule and related service delays. Advise customers on participating in annual events such as compost giveaways, e-waste, and household hazardous waste collection days, and Free Landfill Days or Community Clean Up Events;
- Special Collection and Other Services. Collection options for e-waste and household hazardous waste, bulky item collection, and city street sweeping;
- On-premise Service. Details for on-premise collection for service recipients with disabilities and customers who are in hard to service areas. Describe “push service” and when and how this service shall be provided to customers;
- Customer Rate Schedule. City Monthly Rate schedule for services provided;
- Service Level Changes. Instructions on how to change preferred service levels and when those changes shall be applied and billed;
- Container Support. How to request the repair or replacement of containers;
- Billing Support. Details on the billing process, who to contact, and how to report an issue;
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Sustainability and Compliance Plan

- Customer Signage and Outreach Material. Examples of the City-approved waste stream signage and the website link to download and print copies of outreach material;
- State Regulations. Detailed and easy-to-understand information on state-mandated Assembly and Senate bills, customers who need to comply, and what actions need to be taken;
- Edible Food Recovery Options. A copy of Contractor’s Edible Food Recovery brochure and information on partnerships with local organizations and how to contact them;
- Diversion Programs and Participation. Details on various diversion programs and how to participate. Instructions on how to set up successful recycling and organics collection at work and home and provide additional links to online tips and resources. The benefits of participating in these diversion programs and their impact on the local community and environment;
- Contamination, Overfill, and Overweight Education. What constitutes a contaminated, over-filled, and overweight container. Information on why these containers are unsafe to collect and instructions on avoiding these issues and associated fees; and
- Contractor Fact Sheet. Information on Contractor, customer service contact information, billing options, and local office locations.

Environmental Stewardship. As described in Article 18.02.16.

The following is a condensed description of Contractor’s environmental management policies and activities:

Alternative Fuel Near-Zero Trucks and Air Emissions. Contractor’s new collection and sweeper trucks are purchased with near-zero compressed natural gas (CNG) engines and will utilize renewable natural gas fuel (RNG).

1. Decrease Road Wear and Tear: Contractor Truck Route Efficiency. The Contractor team shall regularly re-examine customer truck routes to reduce vehicle fuel consumption and traffic trips, while also decreasing roadway wear and tear.

2. Contractor Environmentally Preferable Purchasing (EPP) Policy. The Contractor team adheres to internal waste reduction and reuse protocols. Throughout operations, Contractor utilize recycled and non-toxic products where possible. Please see the following examples from Contractor EPP Policy.

Waste Reduction Practices:

- Institute practices that reduce waste encourage reuse and result in the purchase of fewer products.
- Purchase remanufactured products such as office supplies, tires, furniture, equipment, and repair parts.
- Consider the total cost of ownership in comparing product alternatives. The analysis includes an evaluation of the costs expected during the life of a product when owned. Costs include acquisition, extended warranties, operations, supplies, maintenance/replacement parts, and disposal costs compared to the expected life cycle of alternative solutions.
- Purchase products that are durable, reusable, or refillable and avoid purchasing single-use disposable products.
- Eliminate the purchase of polystyrene (aka Styrofoam) cups, plates, and other serving ware. This restriction extends to include any situation in which a vendor would provide these products at no charge, such as an event.
- Request vendors to eliminate or minimize unnecessary packaging. Vendors shall be encouraged to take back packaging for reuse. Specify a preference for packaging that is returnable, reusable, recyclable, or compostable.
- Encourage vendors to take back and reuse pallets and other shipping materials.
- Encourage suppliers of electronic equipment, such as computers, monitors, printers, and copiers, to take back equipment (when possible) for reuse or environmentally sound recycling when
Exhibit 12
Sustainability and Compliance Plan

Contractor discards or replaces such equipment. Suppliers shall be required to state their take-back, reuse, or recycling programs during the bidding process.

- Print and copy documents on both sides to reduce the use and purchase of paper. Printers and copiers shall be set to default to duplex and with no cover page.
- Enhance inventory best management practices by reducing excess product purchasing, refurbishing existing products to extend that product’s life, and increasing reuse and sharing of current products in excess.
- Enhance internal processes to facilitate the transition from paper-based to paperless options through paperless payment and billing processing for clients, vendors, and employees.
- Identify opportunities for and encourage the use of reusable kitchen items such as dishes, cutlery, coffee filters, and other applicable items.
- Purchase reusable drinking containers for employees.
- Purchase products that the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines. Products include printing paper, office paper, janitorial paper, construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous and non-paper office products that contain the highest post-consumer content available, but no less than the minimum recycled content standards established by the U.S. EPA Comprehensive Procurement Guidelines.
- Purchase re-refined lubricating and industrial oil for use in vehicles and other equipment as long as the American Petroleum Institute (API) certifies it as appropriate for such equipment per California Public Contract Code, Sec. 10409. This section does not preclude virgin-oil products for exclusive use in vehicles whose warranties expressly prohibit products containing recycled oil.
- Use recycled, reusable, or reground materials where feasible, when specifying asphalt, concrete, aggregate base, or Portland cement concrete for road construction projects;
- Specify and purchase recycled content traffic control products, including, but not limited to, signage, cones, parking stops, delineators, and barricades.
- Purchase or produce paper-based marketing collateral intended for distribution made with recycled content that meets or exceeds local contract requirements.

3. Non-Toxics, Pollution Prevention Products, and Practices

- Use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, low or no formaldehyde, and no halogenated organic flame-retardants when purchasing building maintenance materials such as paint, carpeting, adhesives, furniture, and casework.
- Purchase or require janitorial contractors to supply industrial and institutional cleaning products that meet Green Seal or other third-party certifications allowed as part of the USGBC LEED™ guidelines.
- Purchase paper products and janitorial paper products that are unbleached or are processed without chlorine or chlorine derivatives. These products must contain a minimum of 30% pre- or post-recycled content.
- Prohibit the purchase of products that use polyvinyl chloride (PVC), such as furniture and flooring, unless no other options exist.
- Purchase products and equipment with no lead or mercury whenever possible. For products containing lead or mercury, Contractor shall prefer vendors with established lead and mercury recovery programs. In addition, whenever lead or mercury-containing products require disposal, Contractor shall dispose of those products in the most environmentally safe manner.
- Provide a minimum of one designated area in every Contractor facility to collect in-office generated, hazardous waste, including batteries, fluorescent bulbs/tubes, electronic waste, and cleaning products. Collection points must be easily accessible for employees and promoted to encourage participation.
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• Specify that purchased desktop computers, notebooks, and monitors meet, at a minimum, Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria designated as “required” as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.
• Consider less-polluting alternatives to diesel (as available) such as compressed natural gas, bio-based fuels, hybrids, electric batteries, and fuel cells when replacing vehicles.

4. Contractor’s LEED Certified Solar-Powered MRF.


6. Building Design and Materials
   • Identify the area on the floor for building occupants to recycle.
   • State clearly in specifications the VOC limits for architectural paints, coatings, adhesives, caulks, and sealants.
   • Incorporate air barriers into the exterior wall types.
   • Construct walls to have a minimum of R-13 insulation.
   • Test and label roofing materials by the Cool Roof Rating Council (CRRC) with a minimum Initial Solar Reflectance of 75. Prescribe a minimum of R-30 insulation in the roof.
   • Assemble exterior windows/storefront and glazed doors to be double-pane with low-e coating, an air space, and thermal breaks (minimum U-value of 0.50).
   • Utilize skylights to bring daylight into interior spaces and be connected to the automatic daylighting controls for energy efficiency.
   • Provide Sound Transmission Class (STC) ratings and design for exterior walls per Cal Green requirements. Provide STC ratings and systems for interior walls in public spaces.
   • Specify carpet to meet the testing and product requirements. New carpet cushion is to meet the requirements of the Carpet and Rug Institute Green Label program.
   • Specify formaldehyde limits on plywood, particleboard, and medium-density fiberboard.
   • Specify VOC limits on resilient flooring or specify resilient flooring to be certified under the Resilient Floor Covering Institute Floorscore Program.

7. Building Systems
   • Install LED lighting with automatic daylighting controls.
   • Include heating and cooling equipment system controls with optimum start/stop controls, economizer fault detection, diagnostics, and direct digital controls. Heat recovery systems shall be included in space heating analysis.
   • Ensure lighting controls and lighting studies comply with Light Pollution Reduction requirements.
   • Exceed California Energy Code (based on 2008 Energy Efficiency Standards) by a minimum of 15%.
   • Specify Energy Star appliances.
   • Evaluate projects for excess water consumption. The plumbing engineer shall provide a fixture schedule to show the mandatory 20% reduction in potable water and wastewater.
   • State requirements for Pollutant Control during construction for HVAC equipment openings and ducts on drawings.
   • Specify air filters with a Minimum Efficiency Reporting Value of 8 or higher for the Mechanical system for outside and return air.
   • Meet or exceed the provisions for mechanical ventilation.
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- Install CO2 sensors and ventilation controls, if Demand Control Ventilation is used per the California Energy Code, CCR, Title 24, Part 6, and Section 121(c).
- Specify no CFC or Halons in HVAC, refrigeration, and fire suppression.
- Power processing equipment utilizing Variable Frequency Drives (VFD) and ultra-energy-efficient motors; whenever possible, equipment operations shall run during off-peak times of the day.

8. OPR and Commissioning.
   - Include commissioning to verify that the building’s energy systems and components are designed, installed, tested, and operating as intended.
   - Comply with CAL Green required commissioning of energy-related systems, a systems manual, commissioning irrigation systems, and training on the systems.
   - Provide OPR (Owner’s Project Requirement) and BOD (Basis of Design) documents as required and submit to the Commissioning Agent.
   - Photovoltaic System
     - Require a minimum of 15% of the roof area to accommodate photovoltaic panels if a future solar system was installed.
     - Provide design for pre-wiring for the Future Solar System if no photovoltaic is to be installed.
   - Parking
     - Designate parking for “Clean Air Vehicles.”
     - Designate area for bicycle parking
     - Brief owner on Construction Waste Management Plan and that CAL Green requires a minimum
     - 50% reduction in construction waste, and 100% of excavated soil and land clearing debris to be reused or recycled.

9. Compliance with Hazardous Materials Regulations. The Contractor team shall ensure compliance with laws governing e-waste, HHW, and universal waste. Contractor operations meet and exceed requirements from the U.S. EPA, the California Department of Toxic Substances Control (DTSC), and CalRecycle to properly care for and handle HHW and universal wastes (including e-waste). Contractor’s personnel are appropriately trained during weekly safety meetings. Some additional personnel receive certification and the U.S. Dept. of Transportation Hazardous Materials training. Third-party contractors specializing in licensed hazardous waste handling remove the HHW and Universal wastes from Contractor facilities and collection events.

10. Local Vendors. As part of Contractor sustainability efforts, Contractor supports fostering economic growth by partnering with local vendors and supporting local organizations whenever possible. Contractor shall give vendor preference to locally produced goods and services to enhance the local City community’s economic prosperity and environmental health. Local business preference shall be considered for specialized outreach and diversion efforts, food recovery collection and distribution, and other identified opportunities.

Approach to Meeting the City’s Diversion Requirements. As described in Article 18.02.14.

The following tables provide key programs and projected tonnages

Note: Diversion Program Types include: Organics, Recycling, Bulky, HHW, Special Waste, E-Waste, Edible Food Recovery, Textiles, and Reuse.
Customer Target Sectors include: MFD, MXD, SFD, and COMM.
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Sustainability and Compliance Plan

<table>
<thead>
<tr>
<th>Strategy / Public Education Programs</th>
<th>Customer Target Sector</th>
<th>Diversion Program Type</th>
<th>Tasks Description</th>
<th>Implementation Schedule</th>
<th>Milestones &amp; Time Frame for Meeting Diversion Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newsletters, E-mail blasts, and online media campaigns</td>
<td>All</td>
<td>All</td>
<td>This will include content promoting proper recycling, explain how to dispose of special waste items, and educate on contamination. Additional info includes event information, holiday schedules, tips, collection options, legislation, and other resources.</td>
<td>Start of Contract</td>
<td>Distribution based on contract requirements per item type Thru course of contract</td>
</tr>
<tr>
<td>City Specific Website</td>
<td>All</td>
<td>All</td>
<td>Athens will maintain a dedicated, city-specific page on our existing Athens Services website.</td>
<td>Start of Contract</td>
<td>Updates thru course of contract</td>
</tr>
<tr>
<td>Welcome Packet/Brochure</td>
<td>All</td>
<td>All</td>
<td>The Welcome Packet/Brochure will include all necessary information about the contract services, signage examples, and outreach materials. It will be updated annually.</td>
<td>Start of Contract</td>
<td>Annually updated and distributed by mail or electronically to all customers through course of contract (15 years + extensions)</td>
</tr>
<tr>
<td>Waste Audits/Assessments and Onsite Visits</td>
<td>MFD, MXD, Comm.</td>
<td>All where applicable</td>
<td>A waste audit/assessment is used to determine appropriate container types, sizes, and collection frequencies. Audit components include comprehensive waste audit/assessment process; detailed waste management and recycling strategies; customer personnel training; signage, location placement, and maintenance suggestions; and container types, sizes, and pick-up frequency recommendations. Audits can be done in person and virtually. We will provide each customer a Zero Waste Recommendation Checklist following each audit. To track data and customer interactions, we will utilize our Proprietary Outreach and Education App.</td>
<td>Start of Contract</td>
<td>Target sector to receive once a year for the first three years. Beginning fourth year, assessments happen every other year through course of contract.</td>
</tr>
<tr>
<td>Service Recipient Personnel Training</td>
<td>MXD, MFD, Comm.</td>
<td>All</td>
<td>Athens to provide free training to help individuals participate in their location’s overall waste and recycling efforts. The training includes how to set up internal infrastructure elements (like containers, signage, liners, and collection methods), increase diversion, and practice landfill avoidance.</td>
<td>Start of Contract</td>
<td>Personnel training is available at the start of the contract information will be placed in the Welcome Packet. RCs will remind customers of this option during waste assessments. Annual reminders will be included in newsletters thru course of contract. Annually, we will assess our outreach efforts based on training participation by businesses and make adjustments to our program where necessary.</td>
</tr>
<tr>
<td>Presentations, Onsite Events/Tabling, and Door-to-Door Outreach</td>
<td>MXD, MFD, Comm.</td>
<td>All</td>
<td>Athens will provide free and unlimited training, presentations, and onsite events/tabling in person and virtually. Content is supplemented with recommendations based on the customer’s needs, current or suggested service, and waste assessment observations. We also suggest that MFD and MXD customers consider scheduling door-to-door outreach sessions.</td>
<td>Start of Contract</td>
<td>Thru course of contract</td>
</tr>
<tr>
<td>Community Events, Presentations, and Meetings</td>
<td>All</td>
<td>All</td>
<td>To increase diversion and participation and to promote recycling education and awareness, Athens will participate in community events and provide zero waste and recycling presentations to community groups. Athens will provide regular City Council updates and hold annual town meetings.</td>
<td>Start of Contract</td>
<td>Athens will partake in opportunities during each year. We will work with City to identify and schedule yearly opportunities as part of our Annual Sustainability Plan. Thru course of contract.</td>
</tr>
</tbody>
</table>
### Exhibit 12
Sustainability and Compliance Plan

<table>
<thead>
<tr>
<th>Service Type</th>
<th>stream type</th>
<th>Responsibility Details</th>
<th>Start of Contract</th>
</tr>
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<tbody>
<tr>
<td>Interactive Ultimate Recycling Guide</td>
<td>All</td>
<td>Athens will partner with Recycclist on the creation and maintenance of a</td>
<td>Start of Contract</td>
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<td>customizable interactive Ultimate Recycling Guide that will be accessible</td>
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<td>on our dedicated Thousand Oaks webpage.</td>
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<tr>
<td>Signage, Posters, and Container Labels (for internal and</td>
<td>All</td>
<td>Athens will make available posters and container labels per stream type</td>
<td>Start of Contract</td>
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<tr>
<td>external)</td>
<td></td>
<td>(organics, recycling, bulky, HHW, and E-waste)</td>
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<td>Additional signage will include electronic and hazardous collection,</td>
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<td>proper cardboard disposal, close container lid notification, and “Bring Down Your</td>
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<td>Recyclables” for MFDs.</td>
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<tr>
<td>Informational Handouts - Creation and Distribution</td>
<td>All</td>
<td>Educational handouts include information on correct disposal of HHW, e‐waste,</td>
<td>Start of Contract</td>
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<td>batteries, bulbs, recyclables, organics, trash, bulky items, and more. We will</td>
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<td>also include resources on reduce and reuse, our</td>
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<td>Recyclable Materials Cheat Sheet, and event flyers. Service recipients</td>
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<td>will receive outreach and education material via in‐person drop off, snail</td>
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<td>mail, and electronically (via e‐mail and social media).</td>
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<tr>
<td>Legislative Compliance Notices and Outreach</td>
<td>Comm.</td>
<td>Athens will issue compliance notices, conduct site visits, suggest</td>
<td>Start of Contract</td>
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<tr>
<td>(including AB 1826, SB 1383, AB 827, and AB 341)</td>
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<td>equipment resources, and distribute education and outreach. We will</td>
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<td>make available our Legislative Handouts, Single‐Use Disposables</td>
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<td>Product Recommendations List, AB 1826/SB 1383 Mailer, Recycling</td>
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<td>Containers – Vendor Suggestion List, and our Organics</td>
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<td>Recommendation Letter &amp; Getting Started Checklist.</td>
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<tr>
<td>Edible Food Recovery:</td>
<td>Comm. and</td>
<td>Outreach and education will include an Edible Food Recovery Brochure, staff</td>
<td>Start of Contract</td>
</tr>
<tr>
<td>Outreach and Education</td>
<td>MXD</td>
<td>training, website content, participation signage, customer site visits,</td>
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<td></td>
<td></td>
<td>identifying potential participants and compliance reporting.</td>
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<tr>
<td>Edible Food Recovery:</td>
<td>Comm. and</td>
<td>Athens will collaborate with food recovery nonprofits and financially</td>
<td>Start of Contract</td>
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<tr>
<td>Support of Nonprofit Food Collection and Distribution</td>
<td>MXD</td>
<td>support the collection and distribution of edible food directly from businesses in</td>
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<td></td>
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<td>the City.</td>
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<tr>
<td>Food Waste Recycling Training Video (or do we have a food</td>
<td>Comm.</td>
<td>The video that discusses proper food waste and recycling set up in</td>
<td>Start of Contract</td>
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<tr>
<td>waste recycling outreach program?)</td>
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<td>foodservice establishments. It can be used to train new employees and</td>
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<td>retrain staff during annual reviews.</td>
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<tr>
<td>MFD Managers’ Tenant</td>
<td>MFD</td>
<td>We will provide example email language, outreach materials, and</td>
<td>Start of Contract</td>
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<tr>
<td>Outreach Templates</td>
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<td>signage for MFD managers to use when emailing resources, tips, and</td>
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<td>instructions to their tenants.</td>
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<tr>
<td>Legislative Compliance Notices and Outreach (including AB</td>
<td>Comm. &amp; MXD</td>
<td>Athens will develop and distribute materials at</td>
<td>Start of Contract</td>
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<tr>
<td>1826, SB 1383, AB 827, and AB 341)</td>
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<td>the inception of the new contract and throughout the term of the agreement.</td>
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<td>Additional items will be created throughout the</td>
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<td>contract per City request, for specific Zero</td>
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<td>Waste diversion programs and based on ongoing needs assessments, such as targeting</td>
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<td>&quot;problem area materials.&quot;</td>
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<tr>
<td>Legislative Compliance Notices and Outreach (including AB</td>
<td>Comm.</td>
<td>Quarterly compliance notices by last day of the</td>
<td>Start of Contract</td>
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<td>1826, SB 1383, AB 827, and AB 341)</td>
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<td>month following the end of each quarter</td>
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<td>Once per year site visits for first 3 years, then</td>
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<td>every other year for businesses in compliance</td>
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<td>and every year for those not in compliance.</td>
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<tr>
<td>Legislative Compliance Notices and Outreach (including AB</td>
<td>Comm. &amp; MXD</td>
<td>All internal staff training will be conducted</td>
<td>Start of Contract</td>
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<tr>
<td>1826, SB 1383, AB 827, and AB 341)</td>
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<td>prior to transition. Materials will be available at start of contract and</td>
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<td></td>
<td></td>
<td>updated through course of contract. Site visits and compliance reporting</td>
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<td>will be part of initial outreach and continue</td>
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<td>through course of contract.</td>
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<tr>
<td>Legislative Compliance Notices and Outreach (including AB</td>
<td>Comm.</td>
<td>The video will be made prior to the start of</td>
<td>Start of Contract</td>
</tr>
<tr>
<td>1826, SB 1383, AB 827, and AB 341)</td>
<td></td>
<td>the contract.</td>
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<td>Food Service Establishments will be sent the</td>
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<td>video as part of their Waste Assessment reviews.</td>
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<td>Annual reminders will be sent to all Food Service Establishments through</td>
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<td>course of contract.</td>
<td></td>
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<tr>
<td>MFD Managers’ Tenant</td>
<td>MFD</td>
<td>Templates will be provided at start of contract</td>
<td>Start of Contract</td>
</tr>
<tr>
<td>Outreach Templates</td>
<td></td>
<td>Updates will be sent when new outreach</td>
<td></td>
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<td></td>
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<td>materials become available</td>
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</tr>
</tbody>
</table>
### Exhibit 12
Sustainability and Compliance Plan

<table>
<thead>
<tr>
<th>Service</th>
<th>的目标</th>
<th>Education</th>
<th>Start of Contract</th>
<th>Thru course of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Reduce and Reuse Education</strong></td>
<td>All</td>
<td>Reuse</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Zero Waste Manual for K-12 Schools and Outreach Program</strong></td>
<td>Comm. (Schools Only)</td>
<td>Organics, Recycling, E-waste, Edible Food Recovery, &amp; Reuse</td>
<td>Start of Contract</td>
<td>Year 2022</td>
</tr>
<tr>
<td><strong>University Outreach Program</strong></td>
<td>Comm. (Schools Only)</td>
<td>Organics, Recycling, Bulky, Special Waste (Comm.), E-waste, Edible Food Recovery, Textile, &amp; Reuse</td>
<td></td>
<td>Year 2022</td>
</tr>
<tr>
<td><strong>Edible Food Recovery: In-Kind Service Support</strong></td>
<td>Comm. and MXD</td>
<td>Edible Food Recovery</td>
<td></td>
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</tr>
<tr>
<td><strong>MFD Recycling Ambassador</strong></td>
<td>MFD</td>
<td>Org., Recycling, Bulky, HHW, E-waste, Textile, &amp; Reuse</td>
<td></td>
<td></td>
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</tbody>
</table>

**Notes:**
- From start of contract, information on reduction and reuse opportunities will be available on our website and in Welcome Packet. These will be updated thru course of the contract.
- Additional resources will be made available thru additional outreach and social media thru course of contract.
- Start date: Sept. 2022
- Material distributed annually by Sept 30th
- Sites visits conducted by Nov. 30th annually
- Sept. 2022: ZW Schools Program Lead will recruit at least 4 pilot schools to implement manual.
- Every year after, Athens goal is to recruit 10+ schools per year to utilize the manual thru course of contract.
- Ideally schools would participate at implementation, but convincing schools to participate can take time.
<table>
<thead>
<tr>
<th>Social Media Dos and Don'ts Campaign</th>
<th>All</th>
<th>Organics, Recycling, HHW, E-waste, Textile, and bulky</th>
<th>Targets certain recyclable materials or “problem” areas, including proper sorting and contamination.</th>
<th>Year 2023</th>
<th>Start Date: 2023 following analyzing Waste Assessment data Thru course of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>School K-12 Garden Grant</td>
<td>Comm. (Schools Only)</td>
<td>Organics</td>
<td>Annual sponsorship of one school garden or compost hub to promote and educate on organics recycling.</td>
<td>Year 2023</td>
<td>Start date: Sept. 2023 Annually, thru course of contract</td>
</tr>
<tr>
<td>School K-12 Recycling Competitions</td>
<td>Comm. (Schools Only)</td>
<td>Recycling</td>
<td>Athens will conduct at least one recycling competition per year. Winners will receive an Athens-funded award and public recognition agreed upon by the City. Potential competitions include Zero Waste Signage Competition or Treasure from Trash Art Contest</td>
<td>Year 2023</td>
<td>Start date: Sept. 2023 Annually, thru course of contract</td>
</tr>
<tr>
<td>Edible Food Recovery: Infrastructure Improvement</td>
<td>Comm. and MXD</td>
<td>Edible Food Recovery</td>
<td>Athens will develop an annual “Food Recovery Program Infrastructure Advancement Grant” to help fund the development of space, purchase of needed equipment, support personnel. This will support the increase food recovery opportunities and ensure successful longevity.</td>
<td>Year 2023</td>
<td>The first grant fund applications will be available at end of year 2022 for financial distribution in year 2023. Annually available thru course of contract RCs and Food Recovery partners will identify and record infrastructure advancement opportunities through the year. Additional grant opportunities can be made available during the year where necessary.</td>
</tr>
<tr>
<td>Annual Recycling Awards</td>
<td>Comm. and MXD</td>
<td>Recycling</td>
<td>Athens will recognize annual “recycling stars” that show an exemplary effort to implement and partake in recycling or organic waste programs at their workplace or business.</td>
<td>Year 2023</td>
<td>Start beginning of Year 2023 following analyzing business using requirements outlined by City and Athens. Annually at beginning of year thereafter thru course of contract</td>
</tr>
<tr>
<td>Repair Workshops</td>
<td></td>
<td></td>
<td>Host an annual repair workshop (FixIt Clinic or Repair Café) with local nonprofit.</td>
<td>Year 2025 thru 2026</td>
<td>In year 2025 to 2026, we will seek out a local nonprofit partner to help design and implement a repair workshop available to all community members. Annually (thereafter), we will host at least one repair workshop for the community through the course of the contract.</td>
</tr>
<tr>
<td>Textile/Clothing Recycling Program and Collection Event</td>
<td>All</td>
<td>Textile</td>
<td>Athens will design and implement a textile rescue and recycling program, share resources, and host an annual clothing collection event.</td>
<td>Year 2025 thru 2026</td>
<td>In year 2025, we will design a textile rescue and recycling program. Pilot implementation will start in 2026. City-wide roll out will happen in 2027. Each year we will adjust the program and annual plan based. The program will continue thru the course of the contract.</td>
</tr>
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</table>
### Tonnage Table

As described in Article 18.02.15.

<table>
<thead>
<tr>
<th>Year</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
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<tr>
<td>Residential (SFD, Bulky)</td>
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<tr>
<td>Landfilled Tons</td>
<td>33,902</td>
<td>33,563</td>
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<td>30,951</td>
<td>30,022</td>
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<td>29,425</td>
<td>29,131</td>
<td>28,839</td>
<td>28,551</td>
<td>28,265</td>
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<td>Recycled Tons</td>
<td>13,510</td>
<td>14,186</td>
<td>14,895</td>
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<td>17,047</td>
<td>17,559</td>
<td>18,437</td>
<td>18,621</td>
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<td>19,571</td>
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<td>TOTAL RESIDENTIAL TONS</td>
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<td>74,471</td>
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<td>78,463</td>
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<td>78,401</td>
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<td>Residential Diversion Rate %</td>
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<td>55%</td>
<td>56%</td>
<td>57%</td>
<td>59%</td>
<td>61%</td>
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<tr>
<td>Commercial (Business)</td>
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<tr>
<td>Landfilled Tons</td>
<td>32,309</td>
<td>26,170</td>
<td>25,134</td>
<td>24,138</td>
<td>23,180</td>
<td>22,260</td>
<td>20,942</td>
<td>20,525</td>
<td>20,117</td>
<td>19,717</td>
<td>19,324</td>
<td>18,940</td>
<td>18,563</td>
<td>18,193</td>
<td>17,831</td>
<td>17,476</td>
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<tr>
<td>Recycled Tons</td>
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<td>8,791</td>
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<td>9,518</td>
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<td>10,604</td>
<td>10,925</td>
<td>11,255</td>
<td>11,595</td>
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<td>5,893</td>
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<td>7,439</td>
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<td>TOTAL COMMERCIAL TONS</td>
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<td>Subtotal Commercial Disposed</td>
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<td>24,138</td>
<td>23,180</td>
<td>22,260</td>
<td>20,942</td>
<td>20,525</td>
<td>20,117</td>
<td>19,717</td>
<td>19,324</td>
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<td>18,563</td>
<td>18,193</td>
<td>17,831</td>
<td>17,476</td>
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<td>Subtotal Commercial Recycled</td>
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<td>Multi-Family Dwelling (MFD)</td>
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</tr>
<tr>
<td>Recycled Tons</td>
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<td>1,460</td>
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<td>Organics (green waste / food waste)</td>
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<td>TOTAL MFD TONS</td>
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<td>7,017</td>
<td>7,016</td>
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<td>7,035</td>
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# Exhibit 12
## Sustainability and Compliance Plan

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<td>Subtotal MFD Recycled</td>
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<td><strong>Roll-Off</strong></td>
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</tr>
<tr>
<td>Landfilled Tons</td>
<td>5,633</td>
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<td>5,045</td>
<td>5,019</td>
<td>4,768</td>
<td>4,530</td>
<td>4,258</td>
<td>4,216</td>
<td>4,173</td>
<td>4,132</td>
<td>4,090</td>
<td>4,049</td>
<td>4,009</td>
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<td>Organics (green waste / food waste)</td>
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<td>4,009</td>
<td>3,969</td>
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</tr>
<tr>
<td>Residential Diversion Rate %</td>
<td>54%</td>
<td>55%</td>
<td>56%</td>
<td>57%</td>
<td>59%</td>
<td>61%</td>
<td>62%</td>
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<td>64%</td>
<td>65%</td>
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<tr>
<td>Commercial (ie MFD, R/O) Diversion Rate %</td>
<td>31%</td>
<td>44%</td>
<td>46%</td>
<td>47%</td>
<td>50%</td>
<td>53%</td>
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<tr>
<td><strong>TOTAL FRANCHISE HAULER DIVERSION</strong></td>
<td>44%</td>
<td>50%</td>
<td>51%</td>
<td>53%</td>
<td>55%</td>
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</tr>
<tr>
<td>Contractor's Diversion Requirements</td>
<td>2022 thru 2024 = 50%</td>
<td>2025-2026 = 55%</td>
<td>2027 thru the term of the Contract = 60%</td>
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</tbody>
</table>
Solid Waste Collection Services Agreement

Dated: January 1, 2022

Exhibit 13
Collection Service Operations Plan

Route Operations

Contractor shall operate routes within the City efficiently while ensuring a seamless transition. Contractor shall procure the latest in low- or zero-emission collection vehicles, utilizing state-of-the-art vehicle monitoring technology, while applying the most stringent vehicle maintenance program in the industry.

Contractor shall utilize a Learning Management System that takes all new employees through a 90-day onboarding program that includes checkpoint tests and senior-level observations to ensure all staff is properly trained, safe, and adhering to the Contractor’s standards of customer service. Contractor shall employ a similar process for continued education to keep Contractor field staff up to date on all things related to sustainability, safety, and customer service.

Collection Services Operational Plan

Contractor has analyzed the number of customers and tonnage by material type and has developed an operations plan. Based on these two variables, Contractor shall determine travel times, the number of crewmembers, and the number of lifts per hour to optimize waste, recycling, and organics collection routes. The operations plan shall improve driver efficiency and deliver a 99.9% service reliability rate. Contractor shall use data collected from vehicle monitoring systems to identify opportunities to reduce service frequency.

Daily Route Plan

Listed below are the detailed systematic actions and events developed to manage routes to service every single customer. The listed route management plan applies to all lines of business, drivers, route supervisors, and operations managers. Each step is carefully designed to ensure drivers are safe, efficient, and obsessive about service.

Route Management Plan

- Pre-Route Meeting: daily one-minute driver meeting to review daily safety topic, and day-to-day operations plan. Safety Inspection: Complete pre-trip vehicle and equipment inspection utilizing the DVIR (Driver Vehicle Inspection Report) process to ensure safe operations.
- Route Review: Mobile-Pak route review by the driver to confirm proper upload of service route.
- Initiate Route: Begin collection operations within city ordinance.
- Record Service Verification or Exceptions: Document Mobile-Pak table with verification of service.
Exhibit 13
Collection Service Operations Plan

- Driver Monitors: The onboard computer on route for additional service requests, including extra dumps, new service recipients, or service reminders.
- Dump Load: Per assigned dump location. While at the dumpsite, the driver notates time of arrival and departure and disposal ticket information. This information is utilized to generate a material tonnage report.
- GPS Monitoring: While on route, operations supervisors can monitor GPS coordinates in real-time to check status and ensure route completion. Route experiencing delays are supplemented with back up routes to be completed on time.
- Post-Route Inspections: Used to inspect equipment and finalizing the DVIR process.
- Route Supervisor Check-In: Done to review completion of daily collection routes and customer satisfaction with additional requests.

City Collection Vehicles Table*

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Line of Business</th>
<th>Type</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Commercial</td>
<td>Frontload</td>
<td>2021</td>
<td>Autocar</td>
<td>ACX64</td>
</tr>
<tr>
<td>1</td>
<td>Residential</td>
<td>Flatbed</td>
<td>2021</td>
<td>Freightliner</td>
<td>M2106</td>
</tr>
<tr>
<td>2</td>
<td>Commercial</td>
<td>Scout</td>
<td>2021</td>
<td>Chevrolet</td>
<td>Colorado</td>
</tr>
<tr>
<td>18</td>
<td>Residential</td>
<td>Frontloaded with Curotto Bucket</td>
<td>2021</td>
<td>Autocar</td>
<td>ACX64</td>
</tr>
<tr>
<td>2</td>
<td>Residential</td>
<td>Burro Mini Rear Loader</td>
<td>2021</td>
<td>Freightliner</td>
<td>M2</td>
</tr>
<tr>
<td>1</td>
<td>Commercial</td>
<td>Burro Mini Rear Loader</td>
<td>2021</td>
<td>Freightliner</td>
<td>M2</td>
</tr>
<tr>
<td>4</td>
<td>Roll-off</td>
<td>Roll-off</td>
<td>2021</td>
<td>Autocar</td>
<td>ACX64</td>
</tr>
<tr>
<td>5</td>
<td>Sweeper</td>
<td>Sweeper</td>
<td>2021</td>
<td>Autocar</td>
<td>Xpert</td>
</tr>
<tr>
<td>1</td>
<td>Container Delivery</td>
<td>Flatbed</td>
<td>2021</td>
<td>Freightliner</td>
<td>M2106</td>
</tr>
</tbody>
</table>

*Mixed used dwellings (MXD) with access issues using bins shall be serviced by a scout truck and by a Burro truck where carts are used.

Contractor Containers Collected Per Hour

<table>
<thead>
<tr>
<th>Line of Business</th>
<th>Material Types</th>
<th>Trash</th>
<th>Recycling</th>
<th>Organics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>Trash</td>
<td>92</td>
<td>121</td>
<td>121</td>
</tr>
<tr>
<td>Commercial</td>
<td>Trash</td>
<td>13</td>
<td>16</td>
<td>11</td>
</tr>
</tbody>
</table>

Annual Audits
Exhibit 13
Collection Service Operations Plan

Annual audits are conducted by the logistics and billing department to ensure service recipients are billed 100% accurately. The billing department shall provide a detailed report of service levels for each customer. Information shall include equipment onsite, service frequency, and any ancillary charges. The logistics audit team shall visit each customer and visually verify that Contractor system’s information is up to date and accurate. Discrepancies identified are immediately submitted to the billing department for further investigation or immediate updates to the customers’ accounts.

Contractor billing team conducts a parcel audit for residential customers during which each account is verified against the County Assessor’s parcel list to identify any unaccounted for parcels. An exception list is generated for the audit team to confirm visually. Further, the billing team generates a list of multiunit accounts to verify unit counts and equipment onsite.

Vehicles

Since 2012, Contractor has procured Compressed Natural Gas (CNG) powered collection vehicles to better serve Contractor communities and reduce Contractor environmental impact. Contractor vehicles contain the cleanest available heavy-duty engines in the world – 90% cleaner than the U.S. Environmental Protection Agency’s strictest emissions standard. Contractor vehicles utilized in the City of Thousand Oaks shall use Renewable Natural Gas (RNG).

Collection vehicles are equipped with the latest in safety technology, including GPS tracking, a comprehensive fleet management system, and onboard computers. As part of Contractor commitment to deliver exceptional service, collection vehicles are installed with Mobile-Pak tablets that communicate with customers, dispatch, and customer service in real-time.

Contractor’s state-of-the-art collection fleet shall offer the City the safest, most environmentally friendly, and most efficient vehicles on the market. While Contractor vehicles are designed to reduce air emissions, Contractor operations and logistical staff shall monitor collection data to reduce service frequency to reduce City roads’ impact. Contractor collection vehicles are branded with Contractor’s color schemes, kept at the highest standards of cleanliness, and include customer service contact information.

Investing in Clean Technology and Renewable Fuel

For all Contractor collection vehicles used in the City, Contractor commits to deploying a fleet of 100% NZE
natural gas trucks, fueled by low carbon RNG, providing the cleanest collection fleet possible to perform an essential service to the community. In fact, when considering the full emissions profile, a collection fleet fueled with RNG sourced from California’s dairy industry, is cleaner than a fleet of battery electric trucks charged on California’s average electric grid—both in terms of NOx emissions and greenhouse gas emissions.

Vehicle descriptions

**Residential Fleet:** Contractor shall procure the quietest and greenest residential collection vehicles to service the City. The Autocar Model ACX64 the lightest weight automated available in North America. It provides a lighter overall footprint without sacrificing structural integrity. The comes equipped with an idle pump system to reduce significantly the noise generated during normal operations while on the route.

**Hard to Serve Areas:** Contractor shall utilize a Freightliner M2 model. The Burro Mini Rear Loader has an 11-yard single compartment ideal for hard to reach and mixed-use units. This lightweight vehicle is smaller and allows access to areas where conventional vehicles are not able to access. This 26,000-pound GVW vehicle will have a load capacity of 2.2 tons and be powered by a CNG near-zero emissions engine.

**Scout Vehicles:** These shall be used to retrieve bins where our Front Load Collections vehicles will not have access due to size or weight constraints. Contractor shall employ a modified Chevrolet Colorado chassis with rear-mounted forks, a Chevrolet 3.6 liter unleaded gas engine, and it will have a turning radius of 44.6’ wall-to-wall with power scouts.
Exhibit 13
Collection Service Operations Plan

**Commercial Fleet:** Autocar Model ACX64 commercial four-axle front load vehicles equipped with a Heil body shall collect commercial waste. Commercial front load vehicles will employ a 28-cubic-yard, single compartment body with 10.87-ton capacity, and overall 57,500-pound gross vehicle weight (GVW). The Cummins engine will be powered by the zero-emissions engine and have a turning radius of 73.97’ wall-to-wall. These vehicles are capable of servicing both multifamily and mixed use dwellings.

Commercial front load vehicles will use Roll-off vehicles that can haul 2 roll-off containers on one truck, reducing the number of service frequencies from the City to the Crown Facility.

**Bulky Item Pickups:** Autocar Model ACX64 rear loader collection vehicles shall be used to collect bulky pickups. The four-axle vehicle has a 25 cubic yard body with a load capacity of 10.98 tons and an overall 57,500-pound GVW. The body will have one collection compartment. This unit is powered by a CNG near-zero-emissions Cummins engine and has a turning radius of 74.95 feet wall-to-wall. Trucks are branded with Contractor’s color scheme, the red company logo, and contact information.
Vehicle Monitoring Technology

Contractor collection vehicles shall be equipped with the latest technology in fleet management. Every truck is installed with 3rd Eye Fleet Management, Mobile-Pak onboard computers, and Tableau Reporting Dashboards. Below is a listing of the safety technology installed on all vehicles by the line of business.

3rd Eye Fleet Monitoring System

Each truck shall be equipped with seven (7) 3rd Eye cameras that monitor every angle, including blind spots. Cameras are strategically placed in the front, facing the cabin, driver mirror, passenger mirror, behind the truck, in the alleyway, and the hopper. Contractor shall utilize 3rd Eye to train drivers on accident prevention, collection best practices, and route efficiency. 3rd Eye also allows Contractor to use recorded footage to investigate the cause of accidents.

The system records:
- Safe following distances
- Vehicle speed
- Hard braking and hard cornering
- And other driver behaviors

Mobile-Pak Onboard Computer

Contractor collection vehicles are also equipped with Mobile-Pak, the latest in fleet onboard computer technology. Mobile-Pak is the complete in-cab solution to provide real-time communication between Contractor drivers, customers, dispatch, and customer service. The Mobile-Pak tracking system consists of an onboard GPS tablet and integrated camera to ensure every customer is serviced through the following features:

Mobile-Pak shall play a crucial role in identifying customers with overloaded or contaminated containers and optimizing routes. The system is integrated with Contractor’s customer database – Soft-Pak and reporting software Tableau. The combination of 3rd Eye and Mobile-Pak helps Contractor monitor collection routes, raise safety awareness, and maintain a healthy environment for Contractor drivers, customers, and communities.

Tableau Dashboards
Exhibit 13
Collection Service Operations Plan

Tableau is a business intelligence tool, consisting of a data dashboard, utilized in the strategic analysis of route data, driver key performance indicators (KPIs), and customer relationship management. Contractor has created Tableau Dashboards to monitor specific datasets. Examples of existing reports Contractor shall utilize to manage collections routes include:

**Route Tracker**

Contractor shall provide the ability to track of collection vehicles throughout the day on Contractor’s City website. The trucks are selectable by material type (Trash, Recycle, and Organics) and give the customer a view of where the truck is and has been throughout the day. This shall allow customers to see if the truck has been in their area already, in case they forgot to put out their container. The data is derived from the GPS pings of the Mobile-Pak tablets onboard the collection vehicles and shall be available for both commercial and residential services.

The City shall have access to multiple Tableau Dashboards via a unique sign-in and password. One dashboard is Contractor vehicle telematics page to give vehicle speed throughout the day for any vehicle dispatched to the City. The City shall have the ability to choose a day, route, and material type to track the speed. The dashboard keeps track of GPS pings throughout the day and the recorded speed.

The City shall also have a Service Verification Dashboard available to see the scheduled services’ status for a given day. As a driver service stops throughout the day, they press start on the Mobile-Pak tablet at each service location. If drivers encounter an exception, they note the specific exception and, if able, take a photograph of the exception. If the exception prevents drivers from completing the service, they enter “Skip” for the service. If they can provide service, they mark “Complete”. The data is available for each service location via the Service Verification Dashboard. Each account is shown along with their service information, service status (“Complete” or “Skip”), if any exceptions took place, and if a photo is available. If photos were taken, they are viewable by clicking on the cell.

The dashboard allows the City to search by account name, service address, or service name. If only partial
Exhibit 13
Collection Service Operations Plan

information is available, the dashboard shall search for all instances. Alternatively, if a cross street is given, the City can highlight that street corner on the map, and all customers within that highlight shall show on the bottom listing.

Vehicle Maintenance

Contractor's collection vehicle maintenance program is focused on preventative maintenance and is supported by Contractor vast local fleet, and shall maintain a 99.9% service reliability rate. Contractor maintenance program includes expedited responses to road repairs, accessible support vehicles, and proactive maintenance management.

Fleet Maintenance Intervals

Maintenance intervals exceed industry standards. Today, Contractor's collection vehicles receive preventative maintenance (PM) based on a 250-hour or 90-day schedule, whichever is sooner. Small-duty vehicles are serviced on a 5,000-mile or 45-day schedule, whichever is earlier. All maintenance performed meets or exceeds manufacturer requirements. Vehicles shall be washed weekly, and chassis shall be pressure washed at least once a month and more often in the rainy season.

In the event of a road issue, the driver notifies the dispatch team of the problem. A maintenance supervisor immediately calls the driver to triage the issue.

- If repairs can be completed on the road, a mobile repair vehicle is dispatched to complete the repairs and get the vehicle back on the route.
- If repairs cannot be completed on the road or repairs shall take longer than one hour, a replacement vehicle is dispatched to the driver.
- Contractor shall dedicate four (4) technicians to maintain the City Collection Fleet, which amounts to one (1) technician for every 12 vehicles. In addition, the Contractor West Region, which consists of the Santa Paula and Sun Valley Facilities, shall give City drivers access to twenty (20) CNG technicians. Contractor also have a fleet of four (4) roadside trucks that can quickly respond to a roadside assistance call within sixty (60) minutes.

Contractor has a collection fleet of nearly 1,000 vehicles in the vicinity. As a contingency, these vehicles can provide support to ensure that maintenance or repair issues shall not affect customers.

Fleet Maintenance Software - Dossier System

Contractor uses Dossier Systems software to provide a comprehensive overview of Contractor fleet assets and manage equipment, employees, and resources in real time.

Features include:

- Daily Reminder Dashboard. This automated command center provides real-time fleet tracking information, including updates or alerts on the following:
  - Tire management data
  - Repair orders
  - Preventive maintenance service or inspections
  - Licenses, permits, and other administrative items
  - Work pending displayed in priority order
- Predictive Scheduling and Maintenance. Dossier's predictive maintenance feature helps Contractor achieve and maintain an average of 90% of vehicle service time being spent on planned preventive maintenance versus repairing unplanned breakdowns.
Exhibit 13
Collection Service Operations Plan

- If a vehicle breaks down, Contractor has the resources to ensure that the City customers receive uninterrupted service during vehicle repair.
- Instant Recall. This feature instantly and automatically displays maintenance history when a new repair order is initiated. This information helps identify and reduce rework, identify high-cost units, and support equipment replacement decisions based on cost or utilization.
- Inventory Management. This comprehensive system handles recording, tracking, costing, cycle counting, and automatic reordering. This information helps Contractor manage inventory at the proper level to reduce vehicle downtime.
- Fuel Usage, Vehicle Tracking, and Performance Analysis. The dashboard helps Contractor to monitor vehicle costs, consumption, mileage, and efficiency. This information helps us track fuel efficiency by vehicle and driver, and ultimately reduce Contractor environmental footprint.
- DOT and OSHA Compliance. Contractor is able to keep Contractor fleet in compliance with all safety and operations regulations. Contractor can automatically schedule driver’s license renewals, certificates and physicals, track mechanic certifications, and more.
- Reports. The software can generate more than 150 different types of reports that Contractor can customize regarding any aspect of Contractor fleet.

Containers

Contractor shall collaborate with Rehrig to procure residential containers and Consolidated Fabricators to manufacture commercial containers for the City. Rehrig and Consolidated Fabricators are leading industry container manufacturers. Containers shall be ready for delivery 60 days before January 1, 2022. Contractor shall collaborate with a third party to deliver containers most efficiently without disrupting services to customers.

<table>
<thead>
<tr>
<th>Line of Business</th>
<th>Number of Containers</th>
<th>Manufacturer</th>
<th>Units</th>
<th>Delivery Start Date</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>106,025</td>
<td>Rehrig Pacific</td>
<td>34,593</td>
<td>60 days before start</td>
<td>Trash – Black Recycling – Blue Green/Organics – Green</td>
</tr>
<tr>
<td>Commercial</td>
<td>4,123</td>
<td>Consolidated Fabricators</td>
<td>1,265</td>
<td>30 days before start</td>
<td>Trash – Black Recycling - Blue Green/Organics – Green</td>
</tr>
</tbody>
</table>

Residential Containers

Contractor shall provide residential containers in accordance with SB 1383 specifications. Residential customers shall receive black carts for trash, blue for recycling, and green for organics. The containers shall be hot-stamped on the lid with Contractor company name and telephone number. The acceptable types of waste for each material type shall be hot-stamped on the lid and the types of waste not allowed in the cart. Contractor shall collaborate with Contractor cart supplier, Rehrig Pacific Company, to deliver new carts to the City.

Automated carts shall meet the requirements described in Exhibit 3. All City carts shall be manufactured locally in Los Angeles, reducing greenhouse gas emissions. For residential customers, Contractor shall use industry-standard carts in sizes of 32, 64, and 96 gallons. Contractor shall maintain a supply of carts and bins on hand to ensure quick responses to customer requests. Contractor shall replace containers to ensure the customer’s needs are met immediately and within five days. The damaged containers shall then be taken back to Contractor yard for evaluation and repair.

Drivers can report cart issues via their tablets with detailed notes and pictures, ensuring the driver has detailed
information about the container’s type and location requiring replacement. Contractor shall wash and sanitize containers at the customer’s request. Utilizing Contractor innovative container mobile wash unit, Contractor shall clean and sanitize containers on-site or at Contractor container facilities a few miles away. Only Contractor can wash and sanitize containers in an environmentally friendly manner.

Commercial Containers

Contractor shall collaborate with Consolidated Fabricators to manufacture 4,123 commercial containers. Containers shall be available for delivery 45 days before January 1, 2022. Contractor shall provide commercial containers in accordance with SB 1383 specifications. Trash commercial containers shall be painted black, recycling bins shall be blue, and organics shall be green. Commercial containers are labeled with Contractor’s information and customer service’s phone number. Containers shall be labeled with information on acceptable material types.

Commercial Container Specifications:

- Plastic, durable lids
- 12 GA interlocking banding
- 14 GA construction with flanged corners and horizontal ‘V’ groove rib front, back, and bottom
- Channels available on the bottom with four gussets per channel
- Zinc plated lid rod with 90-degree bend and nylon lock nut
- Lid holders to hold lids open and lid ears to accommodate plastic or steel lids
- 6” Roller bearing rubber swivel castors with grease fittings (450 lb. capacity each)
- 10 GA caster plates with flange for strength
- Interior coated with automotive underseal or rust-inhibitive alkyl primer

Commercial Containers Available

Commercial customers shall have an industry standard of 32, 64, 96 gallons, or 1, 1.5, 2, 3, 4, and 6-yard bins deployed depending on the customer’s needs.

<table>
<thead>
<tr>
<th>Bin Size</th>
<th>Height</th>
<th>Width</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>32-Gallon</td>
<td>38.5&quot;</td>
<td>18.5&quot;</td>
<td>24&quot;</td>
</tr>
<tr>
<td>64-Gallon</td>
<td>41&quot;</td>
<td>27&quot;</td>
<td>28&quot;</td>
</tr>
<tr>
<td>96-Gallon</td>
<td>45&quot;</td>
<td>33&quot;</td>
<td>29&quot;</td>
</tr>
<tr>
<td>1-Cubic-Yard</td>
<td>28&quot;</td>
<td>24&quot;</td>
<td>72&quot;</td>
</tr>
<tr>
<td>1.5-Cubic-Yard</td>
<td>34.5&quot;</td>
<td>29.5&quot;</td>
<td>72&quot;</td>
</tr>
<tr>
<td>2-Cubic-Yard</td>
<td>41.5&quot;</td>
<td>34.5&quot;</td>
<td>72&quot;</td>
</tr>
<tr>
<td>3-Cubic-Yard</td>
<td>50.5&quot;</td>
<td>41.5&quot;</td>
<td>72&quot;</td>
</tr>
<tr>
<td>4-Cubic-Yard</td>
<td>57&quot;</td>
<td>50.5&quot;</td>
<td>72&quot;</td>
</tr>
<tr>
<td>6-Cubic-Yard</td>
<td>84&quot;</td>
<td>84&quot;</td>
<td>72&quot;</td>
</tr>
</tbody>
</table>

Suitability of Containers

Commercial customers shall have a range of commercial bin sizes available. In instances where space is a constraint, Contractor shall collaborate with the customer and Consolidated Fabricators to develop a custom
solution. Contractor can make custom container sizes in the unique circumstance that standard bins are just not feasible to use.

**Container Warranty**

Consolidated Fabricators Corporation guarantees products against defects and workmanship for 1 year under normal commercial use.

**Container Maintenance**

Contractor shall maintain an adequate commercial container inventory at its Peoria Container Facility in Sun Valley, California. Contractor can repair commercial containers on-site or at its facilities. Contractor shall wash and sanitize containers at the customer’s request. Utilizing Contractor innovative container mobile wash unit, Contractor shall clean and sanitize containers on-site or at Contractor container facilities a few miles away. Only Contractor can wash and sanitize containers in an environmentally friendly manner.

**Purchase of Containers and Vehicles**

Contractor shall purchase all collection vehicles and containers during the life of the franchise agreement using the City’s Sustainability Center address.

**Facilities**

Contractor has identified primary local facilities and secondary facilities within the Contractor infrastructure capable of processing material if any primary facilities are unable. In addition, Contractor intends to use as an alternative disposal facility the Simi Valley Landfill pursuant to that certain Waste Disposal Agreement dated July 27, 1999 between the City and Waste Management of California, Inc. (“Landfill Agreement”) permitting the City and its franchise haulers to dispose Solid Waste at the Simi Valley Landfill & Recycling Center located in Simi Valley, California (“Simi Valley Landfill”). Contractor shall collaborate with local processing and disposal facilities to minimize travel time. Contractor shall recover recyclables from the City at Contractor Sun Valley Materials Recovery Facility, and partner with Oxnard MRF as a secondary facility. Calabasas shall be used to process residential green waste and organics and use Calabasas Landfill to dispose of any remaining material. Contractor goal in developing the disposal and processing plan is to maximize diversion while reducing environmental impacts. Contractor guarantees capacity for City Green and Organic Waste collected by Contractor for the term of the agreement using a facility listed below.

<table>
<thead>
<tr>
<th>Disposal and Processing Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Line of Business</strong></td>
</tr>
<tr>
<td>Residential</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Commercial</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
# Solid Waste Collection Services Agreement

Dated: January 1, 2022

## Exhibit 13
Collection Service Operations Plan

<table>
<thead>
<tr>
<th>Industrial</th>
<th>Los Angeles North</th>
<th>Solid Waste</th>
<th>Calabasas Landfill</th>
<th>Toland Road Landfill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recyclables</td>
<td></td>
<td>Sun Valley Materials Recovery Facility</td>
<td>Oxnard Materials Recovery Facility</td>
<td></td>
</tr>
<tr>
<td>Green and Organic Waste</td>
<td>Crown Recycling Services</td>
<td>American Organics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction and Demolition</td>
<td>Crown Recycling Services</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Disposal Facilities

<table>
<thead>
<tr>
<th>Disposal Facilities</th>
<th>Calabasas Landfill</th>
<th>Toland Road Landfill</th>
<th>Simi Valley Landfill</th>
<th>Del Norte Recycling &amp; Transfer Station</th>
<th>Sun Valley</th>
<th>Crown Recycling</th>
<th>American Organics</th>
<th>Blossom Valley Organics - South</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner</td>
<td>Los Angeles County Sanitation District</td>
<td>Ventura Regional Sanitation District</td>
<td>Waste Management</td>
<td>City of Oxnard Contractor</td>
<td>Contractor</td>
<td>Contractor</td>
<td>Sun Valley</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>5300 Lost Hills Road, Agoura Hills, CA 91301</td>
<td>3500 Toland Road, Santa Paula, CA 93060</td>
<td>2801 Madera Rd, Simi Valley, CA 93065</td>
<td>111 S Del Norte Rd, Oxnard 93030</td>
<td>11121 Pendleton St, Sun Valley, CA 91352</td>
<td>9417 De Garmo, Sun Valley, CA 91352</td>
<td>20055 Shay Rd, Victorville, CA 92394</td>
<td>6061 North Wheeler Ridge Road, Lamont CA 93241</td>
</tr>
<tr>
<td>Distance from the center of the City</td>
<td>9.3 miles</td>
<td>28.9 miles</td>
<td>11.5 Miles</td>
<td>19.5 miles</td>
<td>36 miles</td>
<td>36 miles</td>
<td>117 Miles</td>
<td>107 miles</td>
</tr>
<tr>
<td>Materials Accepted</td>
<td>Trash</td>
<td>Trash</td>
<td>Trash</td>
<td>Recycling</td>
<td>Recycling</td>
<td>Recycling</td>
<td>Green waste, trash, C&amp;D</td>
<td>Green and Organics Waste</td>
</tr>
<tr>
<td>Recovery Rates (net of residual)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>90%</td>
<td>90%</td>
<td>89.49%</td>
<td>90%</td>
<td>N/A</td>
</tr>
<tr>
<td>Contamination</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>10%</td>
<td>10%</td>
<td>10.51%</td>
<td>10%</td>
<td>N/A</td>
</tr>
<tr>
<td>Operating Hours</td>
<td>Monday – Saturday: 8:00 AM – 5:00 PM</td>
<td>Monday – Friday: 9:00 AM – 2:30 PM</td>
<td>Mon to Saturday: 7:00 am to 4:00 pm</td>
<td>Monday – Saturday: 5:30 AM – 5:00 PM</td>
<td>Monday – Saturday: 6:00 AM – 12:00 AM</td>
<td>Monday – Saturday: 6:00 AM – 3:00 PM</td>
<td>Mon to Saturday: 7:00 am to 2:30 pm</td>
<td>24 hours per day</td>
</tr>
<tr>
<td>Materials Marked or Sold</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Bid Process</td>
<td>Bid Process</td>
<td>Bid Process</td>
<td>Bid Process</td>
<td>Bid Process</td>
</tr>
<tr>
<td>Contingencies for Changes in Market</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Landfilled/ Incineration/ Storage</td>
<td>N/A</td>
<td>Landfilled/ Incineration/ Storage</td>
<td>Landfilled/ Incineration/ Storage</td>
<td>N/A</td>
</tr>
<tr>
<td>Average $/ton for sale of materials</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Weighted average of all commodities sold in 2020 is ~$100/ton</td>
<td>$400 FOB Based on gate rates</td>
</tr>
<tr>
<td>Permitted Capacity</td>
<td>3,500 TPD</td>
<td>1,500 TPD</td>
<td>3,000 TPD</td>
<td>2,779 TPD</td>
<td>1,500 TPD</td>
<td>6,700 TPD</td>
<td>700 TPD</td>
<td>N/A</td>
</tr>
<tr>
<td>Ability to serve City’s volumes over the term of the agreement</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Exhibit 13
Collection Service Operations Plan

Contractor Facilities

<table>
<thead>
<tr>
<th>Facility</th>
<th>Name</th>
<th>Owner</th>
<th>Address</th>
<th>Distance from the Center of the City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Service</td>
<td>Vincent Yard</td>
<td>Contractor</td>
<td>5355 Vincent Ave., Irwindale, CA 91706</td>
<td>57 miles</td>
</tr>
<tr>
<td>Local Customer Service Center</td>
<td>Thousand Oaks Sustainability Center</td>
<td>Contractor</td>
<td>2251 E. Thousand Oaks Blvd., Thousand Oaks, CA 91762</td>
<td>0 miles</td>
</tr>
<tr>
<td>Hauling Yard</td>
<td>Contractor Santa Paula Yard</td>
<td>Tim Finnigan</td>
<td>121 N. Ojai St., Santa Paula, CA 93060</td>
<td>29 miles</td>
</tr>
<tr>
<td>Container Maintenance</td>
<td>Peoria Yard</td>
<td>DCT Peoria Street LLC</td>
<td>11266 Peoria St., Sun Valley, CA 91352</td>
<td>36 miles</td>
</tr>
<tr>
<td>Roll-off Yard</td>
<td>Los Angeles North Yard</td>
<td>Contractor</td>
<td>12303 Montague St., Pacoima, CA 91331</td>
<td>34 miles</td>
</tr>
<tr>
<td>Corporate Office</td>
<td>City of Industry</td>
<td>Contractor</td>
<td>14048 Valley Blvd., La Puente, CA 91746</td>
<td>58 miles</td>
</tr>
<tr>
<td>Recycling Facility</td>
<td>Sun Valley MRF</td>
<td>Contractor</td>
<td>11121 Pendleton St., Sun Valley, CA 91352</td>
<td>36 miles</td>
</tr>
</tbody>
</table>

Safety

Contractor is committed to providing a safe work environment for employees, customers, and the communities Contractor serve. Before operating company equipment, employees must meet the company requirements associated with drug and alcohol use, household hazardous waste, and requirements related to Contractor’s health and safety management procedures.

Drug and Alcohol Policy

Contractor is committed to protecting the safety, health, and well-being of its employees and the public from the adverse effects of drug and alcohol abuse. This commitment extends to vehicle operators who perform safety-sensitive functions regulated by Federal Motor Carrier Safety Administration (FMCSA) rules on drug and alcohol abuse on behalf of Contractor.

Contractor's policy is to provide a workplace free of drugs and alcohol. All drivers are encouraged and expected to report to their supervisor any information regarding the use of controlled substances, alcohol, or any other substance that may affect an individual's safe performance of his or her job responsibilities.

Household Hazardous Waste

Contractor shall instruct employees regarding the prohibition against handling or transporting particular liquid or solid waste materials while servicing the company’s waste disposal routes. Waste materials include motor oil, paints in liquid form, radiator fluid, discarded car batteries, and other liquid and solid hazardous waste materials.
These materials are sometimes referred to as “hazardous substances” or “toxic waste.” Employees shall be made aware to never knowingly take any such waste materials or place them in any dumpsite. Drivers must immediately report containers contaminated with hazardous waste to their superior and record the contamination as a service exception using the Mobile-Pak tablet. Any deviation or failure to abide by these rules and company policies could result in dismissal from work.

Materials Recovery Facility – Hazardous Waste Screening Program

Loads delivered to the MRF are screened for hazardous wastes. Drivers and sorters are trained to recognize concealed hazardous materials and how to handle properly. Once identified, local enforcement and regulatory agencies are immediately notified, and Contractor shall store these materials properly, e.g., in the hazardous waste containment shed, specifically designed for the storage of hazardous materials. These materials are handled in accordance with the latest regulations governing the handling of such material.

The employee who discovers the material must complete a Report of Waste Inspection form. A supervisor reviews the substance and form. Supervisory or administrative personnel are responsible for attempting to locate the source. Incidents of unlawful disposal of prohibited items are reported to the Local Enforcement Agency monthly.

Contracts with customers who dispose of hazardous materials may be terminated and reported to officials. An employee who knowingly accepts hazardous waste is issued a written warning followed by other disciplinary action for a repeat offense.

The following agencies are notified at once of any incidents of illegal hazardous materials disposal:

<table>
<thead>
<tr>
<th>Department</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazardous Materials Emergency – 911</td>
<td>911</td>
</tr>
<tr>
<td>Ventura County CUPA Hazardous Materials/Waste Regulations</td>
<td>805-654-2815</td>
</tr>
<tr>
<td>California Highway Patrol</td>
<td>(213) 744-2331</td>
</tr>
</tbody>
</table>

Material Recovery Facility Hazardous Material Storage

If the sorting and supervisory crews encounter unidentifiable materials in the processing of waste, the substances are isolated in an enclosed container. The container must be fully enclosed, lockable, and placed in a ventilated hazardous waste containment shed, designed to store hazardous materials until supervisory personnel can properly identify it. If the material is determined to be hazardous, or potentially hazardous, it is placed in the containment shed. Suppose the material is adjudged not to be hazardous. In that case, it is worked back into the waste stream and either recycled, if appropriate, or transported with residual materials to appropriate disposal facilities.

Suppose supervisory personnel cannot identify the material and suspect that it may be hazardous. In that case, supervisory personnel are required to call the appropriate hazardous waste remediation or environmental remediation and hauling companies to request that they respond with a mobile materials identification laboratory. If the materials are determined at that point to be hazardous, then measures are taken to follow normal protocols for reporting, isolation of materials, and storage pending appropriate removal by a licensed hauler.
Health and Safety Management Procedures

The written Injury and Illness Prevention Program is intended to reduce the severity of job-related illnesses and injuries at Contractor. Contractor intends to comply with the requirements of California laws and Section 3203 of the General Industry Safety Orders. The Contractor's Injury and Illness Prevention Program is administered and coordinated by Jaime Britt, CSP, MS, Director of Safety.

Reporting injuries, illnesses, and risks is especially important because the program’s success depends on such reporting. The Safety Director reviews incentive programs to ensure that they are designed to reward safe work practices, such as active participation in the program, the identification of hazards in the workplace, and the reporting of the early signs and symptoms of illnesses.

Reporting

Contractor utilizes its Soft-Pak customer database to monitor and report AB 341, AB 939, AB 1594, AB 1826, and SB 1383 activity. Utilizing customized tracking codes specific to The City, Contractor shall monitor outreach and education activity and incidents of contamination and overfilled containers. The data collected can be reported to the City staff quarterly through the City’s Waste Reporting System.

Outreach and education activity includes:
- Waste Assessments
- Site Visits
- Town Hall meetings
- Virtual Events
- Training

Using Contractor’s fully customized recycling coordinator mobile application, Contractor shall quickly and accurately report site visits, waste assessments, and service level adjustments in Contractor Soft-Pak database.

Service Complaints and Disputes

Contractor shall track and report service recipient complaints and dispute resolutions. Each complaint or service inquiry is documented in Soft-Pak as a permanent note. The notes can be accessed to generate monthly, quarterly, or yearly reports. The data collected shall be utilized to report activity back to the City, which shall be electronically, transmitted using the City’s Waste Reporting System.

Contamination and Overfill

Contractor shall track contamination and overfill occurrences to provide exceptional services by proactively reporting occurrences, assessing waste streams, and making service recommendations to prevent future occurrences.

Reporting Tonnage

To report tonnage collected, processed, and recycled, and residue disposed of, Contractor shall collect data from the City dedicated routes and the materials collected. These materials are not commingled with the materials from any other jurisdiction. When the City collection route materials arrive at the disposal or processing facility, it is weighed and documented on weight tickets that bear the jurisdiction and are recorded in Contractor scale system database. Using data from the recycling coordinator mobile application, Soft-Pak database, and the scale system, Contractor shall report to the City monthly, quarterly, and annually utilizing the Waste Reporting System as required.
Christina Duong, Sr. Compliance Manager, shall manage regulatory and Compliance Reporting for the City. In collaboration with Contractor Outreach and Education team, Customer Service, and Operations, the Contractor Team shall work closely to monitor and track AB 341, AB 939, AB 1594, AB 1826, and SB 1383 activity, report outreach, site visits, contamination, and overflow issues quarterly using the City’s designated Waste Reporting System. Christina shall collaborate with City staff to cross-train on City software, including the Waste Reporting System.
Exhibit 14
Street Sweeping Operations Plan

Contractor shall procure five (5) Autocar Xpert compressed natural gas (CNG) sweeping vehicles, which will be operated in the City using Renewable Natural Gas (RNG). Contractor shall manage the street sweeping service to ensure the highest quality. Contractor shall measure street sweeper vehicle and driver efficiency to ensure timely and consistent service week over week. Efficiency and reliability rates shall be reported during weekly City and Contractor meetings.

Contractor shall analyze curb miles, factor in driving speed requirements, and develop the most efficient and effective street sweeping operations plan to reduce miles traveled while maintaining excellent service.

Contractor shall provide the City access to real-time street sweeper vehicle location information via a dashboard receiving information from vehicle GPS trackers. Contractor shall provide resident access to live street sweeper vehicle location information via a website link. Contractor’s customer service center shall respond to questions and concerns on street sweeping.

Contractor shall provide Street Sweeping Services in accordance with the Exhibit 7.
Contractor shall offer the City Household Hazardous Waste (HHW) Home Collection Program in accordance with Exhibit 8. The service shall include:

- Curbside pickup;
- One date each quarter scheduled in advance;
- Advance notification of the pickup date;
- Convenient registration online or by phone; and
- Contractor-provided packaging.

Contractor shall deliver this service in partnership with IDR Environmental Services or Veolia Environmental Services (VES). HHW program follows this waste management hierarchy:

- Source Reduction (Reduce, Reuse)
- Recycling (Closed Loop)
- Fuel Blending/Incineration (Reclaim)
- Treatment
- Destructive Incineration
- Landfill

Together, Contractor and IDR or VES shall help the City maintain compliance with regulations mandating household hazardous waste diversion.

**Subcontractor Operations Plans**

Contractor shall manage the HHW subcontractors as listed in Exhibit 5 to provide this service in accordance with Exhibit 8. Contractor shall manage day-to-day operations within the City and shall meet with subcontractors weekly to review service reliability and satisfaction. Contractor shall ensure that contractors response times, service timelines and outcomes are to the satisfaction of the City and customers.