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AMENDED AND RESTATED EXCLUSIVE FRANCHISE
AGREEMENT FOR

SOLID WASTE AND RECYCLABLE SERVICES
AND DISCARDED MATERIALS MANAGEMENT

Between

THE CITY OF SAN MARCOS

and

EDCO WASTE RECYCLING SERVICES, INC.

October 12, 2021

22

23 **Amended and Restated Exclusive Franchise Agreement for Solid Waste and**
24 **Recyclable Services and Discarded Materials Management Between the City**
25 **of San Marcos**
26 **and EDCO Waste & Recycling Services, Inc.**

27

28 This Amended and Restated Exclusive Franchise Agreement for Solid Waste and
29 Recyclable Services and Discarded Materials Management (“Agreement”) is entered into this
30 12th day of October 2021 (“Effective Date”), by and between the City of San Marcos, a chartered
31 municipal corporation (“City”), and EDCO Waste and Recycling Services, Inc., a California
32 corporation (“Contractor”). City and Contractor may be referred to herein individually as a
33 “Party” or collectively as the “Parties.”

34

RECITALS

35 WHEREAS, the Legislature of the State of California, by enactment of the California Integrated
36 Waste Management Act of 1989, (“AB 939” or the “Act”) (codified at Public Resources Code §§
37 4000 et seq.) established a solid waste management process which requires cities and other local
38 jurisdictions to implement plans for source reduction, reuse and recycling for solid waste
39 attributed to sources within their respective jurisdictions;

40

41 WHEREAS, the Act provides that aspects of solid waste handling of local concern include but
42 are not limited to frequency of collection, means of collection and transportation, level of
43 services, charges and fees, and nature, location and extent of providing solid waste services;

44

45 WHEREAS, the Act confers discretion on cities to provide for refuse services to its residents by
46 the cities themselves or by the cities conferring the authority to do so on private profit-making
47 entities; ;

48

49 WHEREAS, City is authorized, pursuant to San Marcos Municipal Code Section 8.68.250 and
50 8.68.270, to enter into agreements for the removal, transportation, processing and/or disposal of
51 refuse and recyclables within City’s jurisdictional boundaries with persons deemed best qualified
52 to perform such service;

53

54 WHEREAS, on April 10, 1990, City and Mashburn Sanitization Company entered into a contract
55 for the exclusive right to collect, process and/or dispose of garbage, rubbish, other refuse
56 materials and recyclables within City (“Original Agreement”);

57

58 WHEREAS, the Original Agreement had an initial term of five (5) years, with an option for City
59 to extend in increments of one (1) year each, pursuant to Section 3.2 of the Original Agreement;

60

61 WHEREAS, in 1998, upon Contractor’s acquisition of a 100% ownership interest in Mashburn
62 Waste & Recycling Services, and pursuant to San Marcos City Council Resolution No. 98-5064

63 and San Marcos Municipal Code Section 8.68.290, City assigned to Contractor the Original
64 Agreement;

65
66 WHEREAS, pursuant to the San Marcos City Council's authorization and Section 3.2 of the
67 Original Agreement, the City has extended the Original Agreement with Contractor in successive
68 one-year increments, up through and including the present;

69
70 WHEREAS, since the execution of the Original Agreement, the State of California has, through
71 the enactment of AB 939 and subsequent related legislation including, but not limited to: the
72 Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB
73 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial
74 Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016
75 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction
76 in Landfill Disposal and to maximize the use of feasible waste reduction, Re-use, Recycling and
77 composting options in order to reduce the amount of material that must be Disposed;

78
79 WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers,
80 Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste
81 Disposal reduction targets;

82 WHEREAS, SB 1383 requires City to implement Collection programs, meet Processing facility
83 requirements, conduct contamination monitoring, provide education, maintain records
84 , submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and,
85 City has chosen to delegate certain responsibilities to the Contractor, acting as City's designee,
86 through this Agreement;

87
88 WHEREAS, the Parties desire to enter into this Agreement to amend and restate the terms and
89 conditions of the Original Agreement to comply with SB 1383 Regulations and other applicable
90 State law concerning the disposal of Solid Waste;

91
92 WHEREAS, the City Council of the City of San Marcos determines and finds pursuant to
93 California Public Resources Code § 40059(a)(2) that the public interest, health, safety and well-
94 being, including the minimization of adverse impacts on air quality and traffic from excessive
95 numbers of collection vehicles; the implementation of measures consistent with the City's
96 Source Reduction and Recycling Component; and in an effort to reduce the City's potential
97 CERCLA liability, would be served if Contractor continues to have an exclusive Franchise for
98 collection, recycling, diversion and disposal of Solid Waste from Service Units within City's
99 jurisdictional boundaries; and

100
101 WHEREAS, upon mutual execution of this Agreement, the Parties agree that the Original
102 Agreement shall have no further legal force or effect, other than the indemnity and hold harmless
103 provisions in favor of City, which shall remain in full force and effect until the expiration of all
104 possible limitations periods for any potential action or proceeding arising therefrom, and this
105 Agreement shall contain the entire understanding between the Parties with respect to the subject
106 matter hereof.

107

108

109

110

OPERATIVE PROVISIONS

111 NOW, THEREFORE, in consideration of the mutual covenants, agreements and other good and
112 valuable consideration contained in this Agreement, the receipt of which is hereby
113 acknowledged, City and Contractor agree as follows:

114

ARTICLE 1: DEFINITIONS

115 For purposes of this Agreement, the words and phrases in this Article shall have the following
116 meanings when capitalized in this Agreement:

117 “**AB 341**” means the State of California Assembly Bill approved on October 5, 2011.
118 AB 939.

119
120 “**AB 939**” means the State of California Assembly Bill No. 939 approved September 29, 1989
121 enacting the California Integrated Waste Management Act of 1989, codified in part at Public
122 Resources Code §§ 40000 et seq., as it may be amended and as implemented by regulations.

123 “**AB 1594**” means the State of California Assembly Bill approved by the Governor of the State of
124 California on September 28, 2014.

125
126 “**AB 1826**” means the State of California Assembly Bill approved by the Governor of the State of
127 California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8)
128 to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended,
129 supplemented, superseded, and replaced from time to time.

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

137 “**Bin**” means a metal or plastic container, with a capacity of approximately one (1) cubic yard up
138 to and including six (6) cubic yards, designed or intended to be mechanically dumped into a
139 loader packer type truck, that City approves for Collection Services. Bins may also include
140 Compactors that are owned by Commercial Service Units.

141
142 “**Biohazardous or Biomedical Waste**” means any waste which may cause disease or reasonably
143 be suspected of harboring pathogenic organisms; included are waste resulting from the operation
144 of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are

- 145 not limited to, human and animal parts, contaminated bandages, pathological specimens,
146 hypodermic needles, sharps, contaminated clothing and surgical gloves.
- 147 **“Brown Goods”** means electronic equipment such as televisions, computers, DVD players,
148 cellular phones and other similar items collected from SFD Service Units.
149
- 150 **“Bulky Items”** means solid Waste generated by residential Customers in San Marcos which is too
151 large to fit in a standard container or cart or in excess of 50 lbs. Items include household appliances
152 (stoves, refrigerators, washing machines, dryers, dishwashers) commonly referred to as white
153 goods, water tanks, mattresses, furniture and similar large items. Bulky Items do not include debris
154 from construction, demolition, renovation or remodeling or abandoned automobiles, trucks,
155 motorcycles or parts thereof.
156
- 157 **“Business”** means all retail, professional, wholesale and industrial facilities, and other
158 commercial enterprises offering goods or services to the public.
159
- 160 **“California Code of Regulations” or “CCR”** means the State of California Code of Regulations.
- 161 **“CalRecycle”** means California’s Department of Resources Recycling and Recovery, which has
162 responsibility for developing, implementing, and enforcing SB 1383 Regulations.
- 163 **“Cart”** means a heavy plastic receptacle with a rated capacity of at least thirty-two (32) and not
164 more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is
165 approved by the City Manager or his or her designee for use by Service Recipients for Collection
166 Services under this Agreement.
167
- 168 **“CEQA”** means the California Environmental Quality Act, codified at Cal. Pub. Res. Code
169 Sections 21000 et seq. as amended or superseded, and the regulations promulgated thereunder
170 and as set forth in the CCR.
171
- 172 **“CERCLA”** means the Comprehensive Environmental Response, Compensation and Liability
173 Act of 1980, 42 U.S.C. Sections 9601 et seq., as may be amended, and regulations promulgated
174 thereunder.
175
- 176 **“City”** means City of San Marcos, a charter city and municipal corporation organized under the
177 laws of the State of California, and all the territory lying within the municipal boundaries of City
178 as presently existing or as such boundaries may be modified during the term of this Agreement.
179
- 180 **“City Collection Service”** means City Solid Waste Collection Service, City Organic Waste
181 Collection Service, and City Recycling Service.
182
- 183 **“City Facility(ies)”** means City Hall and any building or other site owned, leased or used
184 regularly and significantly (i.e., more than seventy-five percent (75%)) by employees or
185 contractors of City, and excludes those portions of such facilities used by others.
186
- 187 **“City Manager”** means the City Manager of the City of San Marcos, or his or her designated
188 representative, or any employee of City who succeeds to the duties and responsibilities of the

189 City Manager.

190

191 **“City’s Waste Stream”** means Solid Waste generated within City’s jurisdictional boundaries
192 and collected by Contractor in accordance with the terms and conditions of this Agreement.

193

194 **“Code”** means City of San Marcos Municipal Code.

195

196 **“Collect/Collection”** means SFD Collection Service, MFD Collection Service, Commercial
197 Collection Service, City Collection Service, and Construction and Demolition Debris and Other
198 Temporary Collection Service.

199

200 **“Commercial Account”** Commercial Service Unit subscribed to Commercial Collection Service
201 including Commercial Service Units that subscribe to Commercial Collection Service with a
202 shared bin.

203

204 **“Commercial Business”** or **“Commercial”** means a firm, partnership, proprietorship, joint-
205 stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or
206 industrial facility, or as otherwise defined in 14 CCR Section 18982(a)(6), with the exception
207 that Multi-Family is excluded from the definition of Commercial Business.

208

209 **“Commercial Collection Service”** means Commercial Solid Waste Collection Service,
210 Commercial Organic Waste Collection Service, and Commercial Recycling Service. Commercial
211 Collection Service shall also include Collection from MFD Service Units and City Service Units.
212 Commercial Collection Service specifically includes the following:

213

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

217

218 **B. Commercial Organic Waste Collection Service.** The Collection of Organic Waste, by
219 Contractor, from Commercial Service Units in the Service Area, the delivery of those Organic
220 Waste materials to an Organic Waste Processing Facility and the processing and marketing of
221 those Organic Waste materials, and the disposal of all Commercial Organic Waste Processing
222 Residue.

223

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

228

- 229 **“Compactor”** means any Bin or Roll-Off Container which has a compaction mechanism,
230 whether stationary or mobile.
231
- 232 **“Compostable Plastics”** or **“Compostable Plastic”** means plastic materials that meet the
233 ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section
234 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
235
- 236 **“Compost”** has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the
237 Effective Date of this Agreement, that **“Compost”** means the product resulting from the
238 controlled biological decomposition of organic Solid Wastes that are Source Separated from the
239 municipal Solid Waste stream, or which are separated at a centralized Facility..
240
- 241 **“Contamination Violation Notice”** means a notice provided to Generator by Contractor in the
242 event of a Contaminated container.
243
- 244 **“Contractor Representative”** means the person, or designee, designated by the Contractor to
245 manage the provisions of this Amended Agreement.
246
- 247 **“Construction and Demolition Debris and Other Temporary Collection Service”** means
248 temporary Collection and processing of Construction and Demolition Debris and other Solid
249 Waste, and which is placed in a Bin or Roll-Off Container.
250
- 251 **“Contaminants, Contamination, or Contaminated”** means the commingling of Organic Waste
252 or Recyclable Waste with other types of Solid Waste.
253
- 254 **“Contractor”** means EDCO, a California corporation, organized and operating under the laws of
255 the State of California and its officers, directors, employees, agents and companies.
256
- 257 **“County”** means County of San Diego, a political subdivision of the State of California, and all
258 the unincorporated area within the boundaries of the County as presently existing, or as such
259 unincorporated area may be modified during the Term of this Agreement.
- 260 **“Consumer Price Index (CPI-U)”** means the Consumer Price Index, All Urban Consumers, all
261 items, not seasonally adjusted San Diego Metropolitan Area compiled and published by the U.S.
262 Department of Labor, Bureau of Labor Statistics.
263
- 264 **“Discarded Materials”** means a form of Solid Waste. For purposes of this Agreement, material
265 is deemed to have been discarded, without regard to whether it is destined for Recycling or
266 Disposal, and whether or not it has been separated from other Solid Wastes, in all cases where a
267 fee or other compensation, in any form or amount, is directly or indirectly solicited from, or,
268 levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for
269 handling services. As used herein, handling services include, without limitation, the Collection,
270 removal, Transportation, delivery, and Processing and/or Disposal of the material. Discarded
271 Materials do not include Edible Food that is recovered for human consumption and is not
272 discarded.
273
- 274 **“Disposal”** or **“Dispose”** means the final disposition of Garbage collected at a site designated by

275 the Contractor.

276 **“Disposal Facility”** means the facility(ies) designated by the Contractor for the disposal, or
277 processing as appropriate, of Garbage and other materials as appropriate and acceptable.

278
279 **“Diversion Plan”** means a summary of Contractor’s programmatic implementations made in
280 effort to comply with SB 1383 diversion requirements.

281
282 **“Dwelling Unit”** means any individual living unit in a single-family dwelling, condominium, or
283 town home (SFD) or MFD Units, or building intended for, or capable of being utilized for,
284 residential living.

285
286 **“Exempt Waste”** means biohazardous or Biomedical Waste, Edible Food, Hazardous Waste,
287 Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion
288 engines, lead-acid batteries, dead animals, and those wastes under the control of the Nuclear
289 Regulatory Commission.

290
291 **“Franchise Fee”** means the fee provided in Section 3.04.1 of this Agreement.

292
293 **“Franchised Diversion”** means the rate of diversion for which Contractor is responsible to
294 achieve as defined and calculated to achieve in Article 5 of this agreement.

295
296 **“Garbage Collection Service”** means the Collection and disposal of Garbage from City Service
297 Units, Commercial Service Units, MFD Service Units, SFD Service Units.

298
299 **“Generators”** means SFD, MFD, and Commercial service recipients of Contractor for
300 Collection services.

301
302 **“Gross Receipts”** all revenue amounts received by Contractor for the provision of Collection
303 Services pursuant to this Agreement, calculated in accordance with Generally Accepted
304 Accounting Procedures (“GAAP”). The term Gross Receipts, for purposes of this Restated
305 Agreement, does not include any revenues generated from the sale of Recyclable Material,
306 compost product or energy, or other receipts from state and local government accounts (e.g.,
307 grants, cash awards and rebates).

308
309 **“Household Hazardous Waste”** means household products that can catch fire, react, or explode
310 under certain circumstances, or that are corrosive or toxic as household hazardous waste.
311 Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous
312 ingredients and require special care in their disposal.

313
314 **“Hazardous Waste”** means any material which is defined as a hazardous waste under California
315 or United States laws or any regulations promulgated pursuant to such laws, as such laws or
316 regulations may be amended from time to time.

317
318 **“Maximum Service Rate”** means the maximum amount that Contractor may charge Service
319 Recipients for Collection Services, as listed in Exhibit 1, and as may be adjusted in accordance
320 with the provisions of this Agreement.

321
322 “**Mixed Use Dwelling**” means a building or structure which contains at least one (1) Business
323 Service Unit and at least one (1) Dwelling Unit and utilizes a common Garbage Bin or Garbage
324 Cart for the accumulation and Collection of Commercial Solid Waste.

325
326 “**MFD Collection Service**” means MFD Solid Waste Collection Service, MFD Recycling
327 Service, MFD Organic Waste Collection Service, and MFD Bulky Item Collection Service.
328 MFD Collection Service specifically includes the following:

329
330 A. MFD Garbage Collection Service. The Collection of Residential Garbage, by Contractor,
331 from MFD Service Units in the Service Area and the delivery of that Residential Garbage to a
332 Disposal Facility.

333
334 B. MFD Bulky Item Collection Service. The periodic on-call Collection of Bulky Items, by
335 Contractor, from MFD Service Units in the Service Area and the delivery of those Bulky Items
336 to a Disposal Facility, Materials Recycling Facility or such other facility as may be appropriate
337 under the terms of this Agreement. MFD Bulky Item Collection Service may include the
338 Collection of Bulky Items through the use of Roll-Off Containers.

339
340 C. MFD Organic Waste Collection Service. The Collection of Organic Waste, by
341 Contractor, from MFD Service Units in the Service Area, the delivery of those Organic Waste
342 materials to an Organic Waste Processing Facility and the processing and marketing of those
343 Organic Waste materials, and the disposal of all MFD Organic Waste Processing Residue.

344
345 D. MFD Recycling Service. The Collection of Recyclable Materials by the Contractor from
346 MFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials
347 Recycling Facility and the processing and marketing of those Recyclable Materials, and the
348 disposal of all MFD Recyclable Materials Processing Residue.

349
350 “**MFD Unit**” means a building, or a portion thereof, designed for occupancy by three (3) or
351 more families living independently of each other, and containing three (3) or more dwelling
352 units.

353
354 “**Mulch**” means ground organic material that has not gone through the decomposition process.

355
356 “**Non-Collection Notice**” means a form developed and used by Contractor, as approved by City,
357 to notify Service Recipients of the reason for non-collection of materials set out by the Service
358 Recipient for Collection by Contractor pursuant to this Restated Agreement.

359
360 “**Non-Organic Recyclables**” means non-putrescible and non-hazardous recyclable wastes
361 including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in
362 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated
363 Recyclable Materials.

364
365 “**Organic Waste**” means Solid Wastes containing material originated from living organisms and
366 their metabolic waste products including, but not limited to, food scraps, food-soiled paper, yard

367 trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing
368 paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section
369 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR
370 Section 18982(a)(16.5), respectively.

371
372 **“Organic Waste Collection Service”** means the collection, processing and marketing of
373 Organic Waste from City Service Units, Commercial Service Units, MFD Service Units, SFD
374 Service Units (in the Service Area and the disposal of all Organic Waste Processing Residual.

375
376 **“Organic Waste Processing Facility”** means any facility designed, operated and legally
377 permitted for the purpose of receiving, and processing Food Waste, Green Waste, Bulky Green
378 Waste, and Other Organics as permitted by state law, at such facilities as designated by Contractor.

379
380 **“Organic Waste Processing Residual”** materials Collected pursuant to this Agreement,
381 including both Organic Waste, and Contaminants, that are delivered to an Organic Waste
382 Processing Facility but are Residual as defined in this Article.

383
384 **“Overage”** means excess Garbage, Organic Waste and Recyclable Materials (i) placed
385 inside a Container that prevents the lid on the Container from being completely closed (i.e., lid
386 remains open greater 45-degrees) or (ii) that could potentially result in excess materials
387 spilling/dislodging during collection activity by Contractor’s vehicles or require cleanup of the
388 area around the Container.

389
390 **“Person”** has the same meaning as in Public Resources Code Section 40170, which states, as of
391 the Effective Date of this Agreement, that a Person includes an individual, firm, limited liability
392 company, association, partnership, political subdivision, government agency, municipality,
393 industry, public or private corporation, or any other entity whatsoever.

394
395 **“Process, Processed, or Processing”** means the controlled separation, recovery, volume
396 reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized,
397 manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the
398 purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction
399 equipment, or as otherwise defined in 14 CCR Section 17402(a)(20) at a facility or facilities
400 designated by the Contractor.

401
402 **“Recyclable Materials Collection Service”** means the collection, processing and marketing of
403 Recyclable Material from City Service Units, Commercial Service Units, MFD Service Units,
404 SFD Service Units and the disposal of all Recyclable Materials Processing Residual.

405
406 **“Residual or Residuals”** means Garbage that is not diverted from landfill disposal after it has
407 been delivered to an Organic Waste Processing Facility or a Recyclables Processing Facility for
408 processing for diversion from landfill disposal. For determining the amount of Residuals in
409 Recyclable Materials, Contractor shall conduct a characterization study of inbound Recyclable
410 Materials by service line by December 31st of each year to be used for the subsequent twelve
411 (12) month period.

412

413 **“Roll-Off Collection Service”** means the collection of Roll-Off Containers containing Solid
414 Waste from SFD Service Units, MFD service Units, City Service Units, or Commercial Service
415 Units on a permanent or temporary basis.

416
417 **“Roll-Off Container”** means a metal container with a capacity of ten (10) or more cubic yards
418 that is normally loaded onto a motor vehicle and transported to an appropriate facility.

419
420 **“SB 1016”** means State of California Senate Bill 1016, approved September 16, 2008.

421
422 **“SB 1383”** means State of California Senate Bill 1383, approved September 19, 2016.

423
424 **“Service Area”** means that area within the jurisdictional boundaries of City designated by City
425 as the Service Area as those limits may be adjusted from time to time as allowed under
426 California law.

427
428 **“Service Recipient”** means an individual, Business, City of San Marcos, or a component of
429 City, receiving Collection Services.

430
431 **“Service Unit”** means SFD Service Units, MFD Service Units, City Service Units, or
432 Commercial Service Units. Service Unit specifically includes the following:

433
434 A. City Service Unit. City Facility(ies) that utilize a Bin, Cart, or Roll-Off Container(s) for
435 the accumulation and set-out of Solid Waste.

436
437 B. Commercial Service Unit. Business Service Units, City Service Units and Mixed-Use
438 Dwellings that utilize a Garbage Bin, Cart, Compactor, Roll-Off Container for the accumulation
439 and set-out of Commercial Solid Waste.

440
441 C. Multi-Family Dwelling Service Unit (MFD). Five (5) or greater Dwelling Units in the
442 Service Area sharing a Cart or Bin and set out of Commercial Solid Waste.

443
444 D. Single Family Dwelling Service Unit (SFD). Any Single-Family Dwelling Unit (SFD)
445 in the Service Area utilizing a Cart, or any combination of 1 – 4 Dwelling Units sharing Carts,
446 for the accumulation and set out of Residential Solid Waste.

447
448 SFD Garbage Collection Service, SFD Recycling Service, SFD Organic Waste Collection
449 Service, SFD Bulky Item Collection Service, and SFD Used Oil Collection Service. SFD
450 Collection Service specifically includes the following:

451
452 A. SFD Garbage Collection Service. The Collection of Residential Garbage, by
453 Contractor, from SFD Service Units in the Service Area and the delivery of that Residential
454 Garbage to a Disposal Facility.

455
456 B. SFD Bulky Item Collection Service. The periodic on-call Collection of Bulky Items,
457 by Contractor, from SFD Service Units in the Service Area and the delivery of those Bulky Items
458 to a Disposal Facility, Materials Recycling Facility or other facility. SFD Bulky Item Collection

459 Service does not include the Collection of Bulky Items through the use of Roll-Off Containers.
460

461 C. SFD Organic Waste Collection Service. The Collection of Organic Waste, by
462 Contractor, from SFD Service Units in the Service Area, the delivery of those Organic Waste
463 materials to an Organic Waste Processing Facility and the processing and marketing of those
464 Organic Waste materials, and the disposal of all SFD Organic Waste Processing Residual.
465

466 D. SFD Recycling Service. The Collection of Recyclable Materials by the Contractor
467 from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a
468 Materials Recycling Facility and the processing and marketing of those Recyclable Materials,
469 and the disposal of all SFD Recyclable Materials Processing Residual.
470

471 “Solid Waste” means the materials described in Public Resources Code Section 40191,
472 including Garbage, Recyclable Materials, Organic Waste, Construction and Demolition Debris,
473 and Bulky Items. Solid Waste does not include Exempt Waste. Solid Waste specifically includes
474 the following:

475 A. Construction and Demolition Debris. Used or discarded materials resulting from
476 construction, remodeling, repair or demolition operations on any type of structure.
477

478 B. Food Waste. Food scraps and trimmings and other putrescible waste that results from
479 food production, preparation, storage, consumption or handling. Food Waste includes but is not
480 limited to meat, fish and dairy waste, fruit and vegetable waste, grain waste, and compostable
481 food contaminated paper products. It does not include Exempt Waste.
482

483 C. Garbage. All putrescible and non-putrescible solid, semi-solid, and associated liquid
484 waste, as defined in California Public Resources Code Section 40191, attributed to normal
485 activities of a Service Unit. Garbage must be generated by and at the Service Unit wherein the
486 Garbage is collected. Garbage does not include those items defined as Exempt Waste.
487

488 D. Green Waste. Any vegetative matter resulting from normal yard and landscaping
489 maintenance that is not more than five (5) feet in its longest dimension or six (6) inches in
490 diameter or weighs more than fifty (50) pounds. Green Waste includes plant debris, such as grass
491 clippings, leaves, pruning, weeds, branches, brush, holiday trees, and other forms of organic
492 waste and must be generated by and at the SFD Service Unit where the Green Waste is collected.
493 Green Waste does not include items defined as Exempt Waste.
494

495 E. Large Green Waste. Oversized Green Waste such as tree trunks and branches with a
496 diameter of not less than six (6) inches and not more than two (2) feet and a length of not more
497 than five (5) feet in its longest dimension, which are attributed to the normal activities of an SFD
498 Service Unit. Large Green Waste must be generated by and at the SFD Service Unit where the
499 Large Green Waste is collected by means of Large Item Collection.
500

501 F. Organic Waste. Food Waste, Green Waste, and Other Organics, either separately or
502 commingled with each other, that has been separated at the source of generation from Garbage
503 and Recyclable Materials.
504

505
506 G. Other Organics. Other Organics includes compostable food-soiled paper and paper
507 products, compostable food wares and compostable food packaging, stable materials, manure,
508 and natural fiber textiles, and other compostable materials as may be required by City or
509 CalRecycle.

510
511 H. Recyclable Materials. Those discarded materials which are capable of being recycled
512 using available processes and markets and which would otherwise be processed or disposed of as
513 Residential Garbage or Commercial Garbage. These materials will be as defined by City. City
514 and Contractor agree to meet from time to time as needed to discuss additions or deletions from
515 the list of Recyclable Materials. Contractor may request removal of Recyclable Materials due to
516 market limitations, which request will be decided by City Manager.

517
518 I. White Goods. Inoperative and discarded refrigerators, ranges, water heaters, freezers,
519 and other similar household appliances.

520
521 “**Work Day**” means any day, Monday through Saturday, that is not a holiday as set forth in
522 Section 3.07 of this Agreement.

523 **ARTICLE 2: TERMS OF AGREEMENT**

524 2.01 **Term of Agreement**. The term of this Agreement shall be amended to commence on
525 January 1, 2022 and expire December 31, 2027, provided however, that commencing January 1,
526 2023 and every year thereafter, automatic one year extensions shall be applied to say Agreement
527 so that the term of the Agreement shall remain between five years and six years.

528
529 Should either party desire that said automatic one year renewal and extension provision be
530 terminated, such party may give the other written notice of such termination at any time within
531 the forty-five (45) days prior to January 1 of any year of the Agreement. Such notice will
532 terminate the automatic one year renewal and extension provision, and the Agreement shall
533 remain in effect for the balance of the term then outstanding.

534
535 2.02 **Annual Performance Review**. City shall annually conduct a contract year-end review to
536 evaluate the level and quality of Contractor’s service in general, and determine compliance, by
537 Contractor, with the specific terms of this Agreement and applicable State and local laws.

538 2.03 **Amendment to Agreement**. This Agreement may be amended from time to time in the
539 same manner as its approval, by resolution by the San Marcos City Council and execution by the
540 parties hereto.

541

542 **ARTICLE 3: SERVICES PROVIDED BY CONTRACTOR**

543 3.01 **Grant of Exclusive Agreement**. Subject to the exceptions stated in Section 3.02, City
544 hereby grants to Contractor, on the terms and conditions set forth herein, the exclusive franchise,
545 right and privilege to collect, remove and dispose of, in a lawful manner, Solid Waste
546 accumulating in City’s Service Area, as may be adjusted from time to time by approved
547 annexations, that are required to be accumulated and offered for collection to the Contractor in

548 accordance with the Code, for the Term of and within the scope set forth in this Agreement.

549 **3.02 Recyclable Materials, Organic Waste, and Bulky Item Disposal by Service**
550 **Recipients.** Nothing in this Agreement will be construed as requiring Service Recipients to set
551 out Recyclable Materials, Organic Waste, or Bulky Items for Collection by Contractor. Service
552 Recipients may dispose of Recyclable Materials, Organic Waste, and Bulky Items by other
553 appropriate means provided they do not involve regularized pickup at the Service location by a
554 third party and that there is no net payment made by the service recipient to such other Person,
555 including taking Recyclable Materials or Organic Waste to drop-off facilities and donating or
556 selling such items to private or public entities.

557 **3.03 Responsibility for Service Billing and Collection.** Contractor is responsible for the
558 billing and collection of payments for Collection Services within the Service Area and will
559 assume those services as of the Effective Date. Contractor shall be eligible for reimbursement
560 from City in the event of non-payment after written notice has been provided to the account
561 holder in accordance with Section 8.68.410 of the Code. To recover its costs, City shall initiate
562 proceedings to make delinquent collection service fees and charge a special assessment against
563 the properties involved, as specified in Code Section 8.68.420.

564 **3.04 Payments to City.** Contractor agrees to make the following payments to City:

565 **3.04.01 Franchise Fee.** In consideration of the granting of the exclusive franchise to
566 Contractor as provided herein, Contractor agrees to pay City, during the term of this Agreement,
567 the following sum: a sum equivalent to 18.6 (eighteen and six-tenths) percent of gross monies
568 collected for residential and commercial services and 8 (eight) percent of gross monies collected
569 for roll-off services, pursuant to this Agreement within the jurisdictional boundaries of City,
570 provided, however, Contractor shall pay to City a minimum of \$100.00 (one hundred dollars) per
571 annum. The aforementioned sum shall be paid quarterly, by the tenth of the month following the
572 quarterly billing. Contractor shall further provide City within three (3) months after the end of
573 the calendar year a verified statement showing the gross monies collected for services within the
574 jurisdictional boundaries of City. All franchise fee payments shall be made in accordance with
575 Exhibit 1. City shall have the right to inspect Contractor's books of account at reasonable times
576 and hours.

577 **3.04.02 Contract Services Costs.** In addition to the Franchise Fee described in Section 3.04.01,
578 above, Contractor also agrees that it will pay City 3% of gross monies collected from residential
579 services per year for costs related to City's integrated waste management program, household
580 hazardous waste disposal, and recycling programs.

581 **3.05 Service Standards.** Contractor must perform all Collection Services under this
582 Agreement in a thorough and professional manner.

583 **3.06 Labor and Equipment.** Contractor must provide and maintain all labor, equipment,
584 tools, facilities, and personnel supervision required for the performance of Contractor's
585 obligations under this Agreement. Contractor must at all times have sufficient backup equipment
586 and labor to fulfill Contractor's obligations under this Agreement. No compensation for
587 Contractor's services or for Contractor's supply of labor, equipment, tools, facilities or

588 supervision will be provided except as expressly set forth in this Agreement.

589 3.07 **Holiday Service.** City observes New Year’s Day, Memorial Day, Independence Day,
590 Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is not required
591 to provide Collection Services or maintain office hours on the designated holidays. In any week
592 in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and
593 each Work Day thereafter will be delayed one Work Day for the remainder of the week with
594 normally scheduled Friday SFD Collection Services being performed on Saturday. Commercial
595 Collection Services will be adjusted as set forth in Article 8 but must meet the minimum
596 frequency requirements of one (1) time per week.

597 3.08 **Inspections.** City has the right to inspect Contractor’s facilities or Collection vehicles
598 and their contents at any reasonable time while operating inside or outside City.

599 3.09 **Commingling of Materials.**

600 3.09.1 Non-City Solid Waste. Contractor may not at any time commingle any materials
601 Collected pursuant to this Agreement with any other material Collected by Contractor from any
602 non-City Solid Waste, whether inside or outside City’s jurisdictional boundaries, without the
603 express prior written authorization of City Manager. If commingling is approved and takes place,
604 Contractor agrees to indemnify, defend and hold City harmless from any claims, demands, fines
605 or penalties arising from Contractor’s commingling.

606 3.09.2 Recyclable Materials. Subject to Section 3.10, Contractor must not at any time
607 commingle SFD or Commercial Recyclable Materials Collected pursuant to this Agreement with
608 any other material type Collected by Contractor without the express prior written authorization
609 of City Manager.

610 3.09.3 Organic Waste. Subject to Section 3.10, Contractor must not at any time
611 commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with any
612 other material type Collected by Contractor, without the express prior written authorization of
613 City Manager.

614 3.10 **Recyclable Materials and Organic Waste Contamination.** Contractor must offer the
615 Service Recipients the correct combination of Cart, Bin and Roll-Off Container sizes and
616 collection frequency that matches their unique service needs to reduce Contamination of
617 Recyclable Materials and Organic Waste. To support City’s diversion goals and Contractor’s
618 Diversion Requirements as set forth in Section 5.01, Contractor is only required to collect
619 Recyclable Materials if they have been separated by the Service Recipient from Garbage and
620 Organic Waste, and is only required to collect Organic Waste if it has been separated by the
621 Service Recipient from Garbage and Recyclable Materials.

622 As part of Contractor’s Public Education Services under Section 13.01, Contractor agrees to
623 provide outreach and support to SFD Service Recipients. Additionally, Contractor’s route
624 collection personnel will report to Contractor’s supervisors if they observe potential
625 Contamination problems, and/or insufficient collection capacity. For purposes of determining if
626 Recyclable Materials or Organic Waste are deemed to be Contaminated, if, by visual or digital
627 inspection, Recyclable Materials are commingled with ten percent (10%) by weight or volume of

628 Garbage or Organic Waste, or if, by visual inspection, Organic Waste is commingled with three
629 percent (3%) by volume of Garbage or Recyclable Materials, then Recyclable Materials and/or
630 Organic Waste will be deemed to be Contaminated and Contractor may take the following steps:

631 3.10.1 **SFD Service Recipients.**

632 3.10.1.1 First Occurrence. For the first occurrence of Contamination for a
633 particular container (i.e., Recyclable Materials or Organic Waste), Contractor
634 must collect the Contaminated container (as Solid Waste) and must affix a
635 Contamination Violation Notice to the Contaminated container which contains
636 instructions on the proper procedures for sorting Recyclable Materials or Organic
637 Waste, and must notify the Service Recipient by phone, U.S. mail, e-mail, or in
638 person (which may be a container tag), that for the second and subsequent
639 incidents of excess Contamination, the Service Recipient may be charged a
640 contamination fee for the Contaminated container, and for the third or subsequent
641 occurrence of Contamination, Contractor may increase the Cart size, or require an
642 additional Cart, if necessary to provide the Service Recipient with adequate
643 capacity to timely dispose of Recyclable Materials and Organic Waste without
644 commingling. Prior to requiring an additional Cart, Contractor’s representative
645 must first attempt to contact the Service Recipient by phone, U.S. mail, e-mail, or
646 in person (which may be a container tag) to ensure that they have the appropriate
647 level of service for proper collection of Recyclable Materials and/or Organic
648 Waste. Contractor must also provide digital/visual documentation to the Service
649 Recipient that clearly documents the Service Recipient’s on-going Contamination
650 problems.

651 3.10.1.2 Second Occurrence. For the second occurrence within any twelve-month
652 period of Contamination for a particular container (i.e., Recyclable Materials or
653 Organic Waste), Contractor will provide a Contamination Violation Notice that
654 contains instructions on the proper procedures for setting out Recyclable
655 Materials or Organic Waste, and Contractor must collect the Contaminated
656 container (as Solid Waste) and, pursuant to City approval, may charge the Service
657 Recipient a contamination fee as set forth in Exhibit 1. For any contamination fee
658 charge being assessed, Contractor must provide digital/visual documentation to
659 the Service Recipient that clearly documents the Service Recipient’s on-going
660 Contamination problems.

661 3.10.1.3 Third and Subsequent Occurrence. For the third or subsequent
662 occurrence within any twelve-month period of Contamination for a particular
663 container (i.e., Recyclable Materials or Organic Waste), Contractor must collect
664 the Contaminated Container (as Solid Waste) and pursuant to City approval, must
665 charge the Service Recipient a Contamination fee as set forth in Exhibit 1.
666 Contractor must continue providing the Recyclable Materials or Organic Waste
667 Collection Services. Contractor must provide (or have provided) digital
668 documentation to the Service Recipient that clearly documents the Service
669 Recipient’s on-going Contamination problems and written Notices of
670 Contamination as described above. Contractor must notify City within five (5)

671 Business Days if Contractor increases in the Cart size or requires an additional
672 Cart for excessive Contamination or imposes a Contamination surcharge to the
673 account for a period of six months or until the Service Recipient has demonstrated
674 no Contamination for a period of three consecutive months. City will consult with
675 Contractor and consider, and pursue as applicable, appropriate legal remedies
676 against offending Service Recipients in order to secure discontinuance of the
677 Contamination. All City costs of such action shall be recoverable from the
678 offending Service Recipients.

679 3.10.1.4 Notification of Generators of Contamination Violations. Contractor must
680 notify generators of Contamination Violations upon the discovery by Contractor
681 of Contaminants according to the requirements as described in 14 CCR 18984.5.

682 3.10.2 **Commercial and MFD Service Recipients.** The following provisions will apply
683 to all Commercial and MDF Service Recipients, except those eligible for Temporary Collection
684 Service:

685 3.10.2.1 First Occurrence. For the first occurrence within any twelve-month
686 period of contamination for a particular container (i.e., Recyclable Materials or
687 Organic Waste), Contractor must collect the contaminated container (as Solid
688 Waste) and must affix a Contamination Violation Notice to the contaminated
689 container which contains instructions on the proper procedures for sorting
690 Recyclable Materials or Organic Waste, and must notify the Service Recipient by
691 phone, U.S. mail, e-mail, or in person (which may be a container tag), that for the
692 second and subsequent incidents of contamination, the Service Recipient will be
693 charged a contamination fee for the contaminated container, and for the third or
694 subsequent occurrence of excess contamination, Contractor may increase the Cart
695 or Bin size, if necessary to provide the Service Recipient with adequate capacity
696 to timely dispose of Recyclable Materials and Organic Waste without
697 commingling, or collection frequency or impose a contamination surcharge on the
698 account for a period of six months or until the Service Recipient has demonstrated
699 no contamination for a period of three consecutive months. Prior to increasing the
700 Cart or Bin size Contractor's representative must first attempt to contact the
701 Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a
702 container tag) to ensure that they have the appropriate level of service for proper
703 collection of Recyclable Materials and/or Organic Waste. Contractor must also
704 provide digital/visual documentation to the Service Recipient that clearly
705 documents the Service Recipient's contamination problem.

706 3.10.2.2 Second Occurrence. For the second occurrence within any twelve-month
707 period of contamination for a particular container (i.e., Recyclable Materials or
708 Organic Waste), Contractor will provide a Contamination Violation Notice that
709 contains instructions on the proper procedures for setting out Recyclable
710 Materials or Organic Waste, and Contractor must collect the contaminated
711 Container (as Solid Waste) and will charge the Service Recipient a contamination
712 fee as set forth in Exhibit 1. For any contamination fee charge being assessed,
713 Contractor must provide digital/visual documentation to the Service Recipient

714 that clearly documents the Service Recipient’s on-going contamination problems.

715 3.10.2.3 Third and Subsequent Occurrence. For the third and subsequent
716 occurrence within any twelve-month period of contamination for a particular
717 container (i.e., Recyclable Materials or Organic Waste), Contractor must collect
718 the contaminated Container (as Solid Waste) and must charge the Service
719 Recipient a contamination fee as set forth in Exhibit 1. Contractor must continue
720 providing the Recyclable Materials or Organic Waste Collection Services.
721 Contractor must provide (or have provided) digital documentation to the Service
722 Recipient that clearly documents the Service Recipient’s on-going contamination
723 problems and written Notices of contamination as described above. Contractor
724 must notify City within five (5) business days if Contractor increases in the Cart
725 or Bin or size or collection frequency for excessive contamination or imposes the
726 contamination surcharge to the account. City will consider, and pursue as
727 applicable, appropriate legal remedies against offending Service Recipients in
728 order to secure discontinuance of the contamination. All City costs of such action
729 shall be recoverable from the offending Service Recipients.

730 3.11 **Spillage and Litter**. Contractor shall not litter premises in the process of providing
731 Collection Services or while its vehicles are on the road. Contractor must transport all materials
732 Collected under the terms of this Agreement in such a manner as to minimize the spilling or
733 blowing of such materials from Contractor’s vehicles. Contractor must exercise all reasonable
734 care and diligence in providing Collection Services so as to prevent spilling or dropping of Solid
735 Waste and must immediately, at the time of occurrence, clean up such spilled or dropped Solid
736 Waste. Notwithstanding the foregoing, Contractor must clean up any spillage or litter caused by
737 Contractor within the same Work Day.

738 3.12 **Regulations and Record Keeping**. Contractor must comply with emergency notification
739 procedures required by applicable laws and regulatory requirements. All records required by all
740 state laws and regulations must be maintained at Contractor’s facility. These records must
741 include waste manifests, waste inventories, waste characterization records, inspection records,
742 incident reports, and training records.

743 3.13 **Three-container Organic Waste Collection Service**. Contractor must comply with the
744 requirements of 14 CCR 18984.1 by implementing a three-container organic waste collection
745 service and providing a green container, a blue container, and a gray container to each generator
746 pursuant to a schedule approved by City. Allowable items in each container are as follows:

747 Blue Container: Shall be provided for the collection of source separated recyclable
748 materials, including non-organic recyclables such as aluminum, glass bottles and jars, rigid
749 plastics (marked #1-#7), and tin and bi-metal cans. Also including non-organic recyclables and
750 some organic wastes, such paper products, printing and writing paper, wood and dry lumber or
751 textiles. Hazardous wood waste is not allowed. Items must be transported to a facility that
752 recovers materials designated for collection.

753 Green Container: Shall be provided for the collection of organic waste. Yard trimmings,
754 including plants, trees, branches, and grass. Trimmings must be reduced in size to fit in the green
755 container; no uncontainerized yard trimmings will be collected. Carpets, non-compostable paper,

756 and hazardous wood shall not be collected in the green container. Shall be transported to a
757 facility that recovers source separated organic waste. Plastic bags and compostable plastics,
758 including compostable plastic bags, will not be allowed for organic waste and yard trimmings.

759 Gray Container: Shall be provided for the collection of non-organic waste only. Carpets
760 are not allowed in the grey container.

761 3.14 **Bulky Items Collection.** The Contractor will provide collection of Bulky Items as an
762 ongoing service available to residents, including both SFD and MFD customers. The service
763 requires pickup of Bulky Items from residents on an on-call basis for a service fee. The
764 Contractor shall deliver the collected Bulky Items to the Designated Recyclables Processing
765 Facility for recovery, or to the Designated Disposal Site, as reasonable determined by the
766 Contractor depending on the type of materials collected. Contractor may not landfill such Bulky
767 Items unless the Bulky Items cannot be reused or recycled. Collection of Bulky Items must
768 comply with SB 1383.

769 3.15 **Construction and Demolition Debris Collection.** The Contractor shall provide for the
770 collection and processing of Construction and Demolition Debris. The service requires pickup of
771 construction and demolition debris from all customers in City on an on-call basis for a service
772 fee. Upon request, Contractor shall supply Customers with appropriately sized containers.
773 Contractor shall use best efforts to recycle construction and demolition debris by processing
774 collected materials at state permitted processing facilities.

775 3.16 **E-Waste and Shred Events.** The Contractor shall sponsor two (2) e-waste and shred
776 events per calendar year during which San Marcos residents will be allowed to dispose of an
777 unlimited amount of residential electronic waste and two (2) bankers' boxes of documents for
778 on-site destruction. The events shall take place at locations in the City designated by the
779 Contractor and approved by City, which consent shall not be unreasonably withheld. The
780 Contractor shall provide advertising for the events using one or more outreach options, including
781 billing inserts, direct-mail postcards, Contractor's newsletters, or social media platforms as
782 approved by City.

783 3.17 **Route Reviews.** Contractor must conduct route reviews pursuant to 18984.5(b) in such a
784 manner that results in all hauler routes being reviewed annually. Containers may be randomly
785 selected for review along a hauler route. Compliance monitoring must comply with 14 CCR
786 18995.1.

787 3.18 **Self-Hauled Materials.** A Commercial Business owner or resident may dispose of
788 Recyclable Materials, and Organic Materials, generated in or on their own premises with
789 their own vehicle.

790 **ARTICLE 4: CHARGES AND RATES**

791 4.01 **Collection Services.** Contractor is responsible for the billing and collection of payments
792 for all Collection Services. Contractor must not charge Service Recipients more than the service
793 rates schedule it has provided in advance to City and City Council included here as Exhibit 1.
794 Contractor will not charge for Collection Services provided to City Service Units.

795 4.02 **Service Charges.** Contractor agrees, during the term of this Agreement to abide by its
796 then-current schedule of charges for all Collection Services established by Contractor, as
797 provided in Exhibit 1 and as amended from time to time pursuant to this agreement.

798 4.03 **Report of Delinquencies.** In addition to, and to facilitate the foregoing, but not in lieu of
799 any requirement stated above, Contractor shall report to City in its Annual Report pursuant to
800 Article 15 of this agreement, all Service Recipients who have received Collection Service and
801 whose account is over ninety (90) days past due. After a minimum of ninety (90) days of non-
802 payment, City may initiate proceedings in the event of non-payment for Collection Services after
803 written notice has been provided to the account holder in accordance with Code Section
804 8.68.410, including without limitation its remedies, set forth in Code Section 8.68.420.

805 4.04 **CPI-U Adjustment.** The Parties recognize that, due to conditions generally prevailing,
806 general rises in the cost of living are reasonably foreseeable and it is therefore agreed that the
807 schedule of charges as established pursuant to this Article 4 of this Agreement shall be subject to
808 an adjustment either up or down as follows:

809 The CPI-U adjustment will be calculated using the change in the most recent twelve (12) month
810 annual average of CPI-U index values between for the twelve (12) months prior (the prior year).
811 The average CPI-I for the twelve (12) months prior to the date of this Agreement shall be
812 accepted as the base index.

813 4.04.1. If, during the term of the Agreement, the cost of living as determined by said
814 index shall increase or decrease, the Contractor may adjust the schedule of charges as set forth in
815 Section 4.02 in accordance with the following method:

816 4.04.2 In order to affect such adjustment, the percentage by which such index, so
817 determined, exceeds or is less than the base index shall be determined, and the schedule of
818 charges to be paid thereafter shall be established by applying the percentage of increase or
819 decrease to the service rates in effect at the time the adjustment is calculated.

820 4.04.3 Adjustments for each subsequent increase or decrease of the index shall be
821 computed in like manner.

822 4.04.4 If neither party shall, within sixty (60) days after said index is available for the
823 month for which an adjustment in the schedule of charges would be in order, make demand in
824 writing for the determination of the adjustment for the following period, the schedule of charges
825 shall continue at the same prices for the preceding month. Failure to make a demand at any time
826 shall not prejudice the right of a party to an adjustment upon proper demand at a subsequent
827 time.

828 4.05 **Disposal Fee Offset Adjustment.** Nothing in Section 4.04 shall be construed as
829 preventing Contractor from seeking an adjustment in rates as compensation for increased
830 operating costs associated with an increase in disposal site tipping fees charged to them. Such
831 request for adjustment may be considered by City Manager or City Manager's designee in
832 addition to those allowances for adjustment specified in Section 4.04 hereof.

833 4.06 **Performance Standards for Adjustments to Rates.** In order to be eligible for a CPI-U

834 adjustment under Section 4.04, Contractor must not then be in default of the Agreement.

835 **ARTICLE 5: DIVERSION REQUIREMENTS**

836 5.01 **Minimum Requirements.** City requires Contractor to assist City in complying with
837 CalRecycle diversion standards as described in Sections 5.02 and 5.03 below.

838 5.01.1 Contractor shall assist in the development and implementation of a City Diversion
839 Plan. City Diversion Plan shall describe programs and activities to be taken by Contractor that
840 will achieve a minimum annual Franchised Diversion Rate as described in Section 5.03.
841 Contractor's Diversion Plan is subject to approval by City Manager or City Manager's designee,
842 and to be approved, must constitute a good faith Diversion Plan to allow City to comply with
843 Public Resources Code Section 41780, SB 1383, and other Applicable Laws. Implementation of
844 the Diversion Plan will be at Contractor's sole cost and expense. Provided that Contractor has
845 implemented all required Contractor diversion and public education programs required under this
846 Agreement, Contractor's obligation to meet the Franchised Diversion requirements under
847 Section 5.03 shall be met.

848 5.01.2 If the annual report shows that City has not met its diversion standard or goals,
849 and Contractor has implemented all required Contractor diversion programs, City may direct
850 Contractor to modify its programs, or implement new diversion programs. Any such
851 modification of Contractor's existing diversion programs or addition of new diversion programs
852 done at City's request must be in accordance with Section 21.01. If CalRecycle or any state
853 agency finds that City is not in compliance with diversion requirements and issues a Corrective
854 Action Plan, Contractor must take action in conjunction with City, if necessary, to come into
855 compliance with state requirements.

856 5.01.3 Notwithstanding any other provision of this Agreement to the contrary, where
857 CalRecycle has determined that there are no commercially viable markets for a specific type of
858 Recyclable Materials, or with written notice to City, Contractor is unable to identify a market for
859 one or more Recyclable Materials despite the exercise of commercially reasonable efforts to
860 process and market the material, and determines, in the interest of safeguarding public health, to
861 dispose of the Recyclable Material(s), such a determination shall not constitute a failure to
862 implement service, a failure to implement a program, or an event of default under this
863 Agreement.

864 5.02 **Diversion Rate Calculation.** For purpose of determining whether diversion requirements
865 have been met for materials collected under this Agreement, City and Contractor agree the
866 diversion rate will be calculated using the following formula: "City's Pounds Per Person Per Day
867 disposal allowance divided by the Pounds Per Day generated in each Calendar Year."

868 5.03 **Contractor's Diversion Requirements.** For purposes of this Article 5, City's diversion
869 rate is calculated by CalRecycle and must meet or exceed the diversion requirements of the
870 Applicable Laws (including AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and
871 all amendments and related subsequent legislation including, without limitation, amounts of
872 Solid Waste to be diverted, time frames for diversion, and any other requirements), and that it
873 will do so without imposing any costs or fees other than those set forth on Exhibit 1, except as

874 provided in Section 21.01.1. If diversion rate does not meet CalRecycle diversion requirements,
875 Contractor must work with City to modify approach in effort to achieve diversion requirements
876 and/or any CalRecycle Corrective Action Plan, if issued by agency pursuant to 14 CCR 18996.2.
877 Contractor warrants that it is aware of and familiar with City's Waste Stream, and that it has the
878 ability to and must provide sufficient programs and services designed to ensure City will meet or
879 exceed the diversion requirements as set forth in this Article 5, as well as the diversion
880 requirements of the Applicable Laws.

881 **5.04 Mutual Cooperation.** City and Contractor will reasonably cooperate in good faith with
882 all efforts by each other to meet City's diversion and other compliance requirements imposed by
883 the Applicable Laws, including without limitation, AB 939, AB 341, AB 1826, AB 1594, SB
884 1016, and SB 1383, and to meet Contractor's obligations under this Article 5.

885 5.04.1 Assist City with meeting compliance needs of 14 CCR 19882.1 and 18992.2(c) as
886 required by the County of San Diego.

887 **5.05 Guarantee.** Contractor shall develop and, upon City Manager's approval, implement
888 within a timely manner, programs to meet new requirements of the Applicable Laws, including
889 but not limited to, AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383 as well as City's
890 Climate Action Plan adopted December 8, 2020, or as amended from time to time. Except for
891 programs currently required by Applicable Law but not set forth in this Agreement, or programs
892 Contractor is expressly instructed by City not to implement, or services which a Service
893 Recipient refuses to accept, Contractor guarantees that it will implement the diversion programs
894 set forth in this Agreement such that: (i) Contractor and City will at all times be in compliance
895 with the requirements of the Applicable Laws, including but not limited to, AB 939, AB 341, AB
896 1826, AB 1594, SB 1016, and SB 1383; and (ii) City will meet or exceed the program
897 requirements (including, without limitation, time frames for diversion, and any other
898 requirements) set forth in this Article 5 and the Applicable Laws, including but not limited to,
899 AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and all amendments thereto
900 (subject to Section 21.01.1). Contractor agrees that it will, in addition to any other Agreement
901 requirement, at its sole cost and expense: (1) assist City in responding to inquiries from
902 CalRecycle or any other regulatory agency; (2) assist City in preparing for, and participating in,
903 CalRecycle's biannual review of City's SRRE pursuant to Public Resources Code Section 41825;
904 (3) assist City in applying for any extension, including under Public Resources Code Section
905 41820.5, if so directed by City; (4) assist City in any hearing conducted by CalRecycle, or any
906 other regulatory agency, relating to City's compliance with the Applicable Laws including
907 without limitation AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383; (5) assist City
908 with the development of and implement a public awareness and education program that is
909 consistent with City's SRRE and Household Hazardous Waste Element, as well as any related
910 requirements of the Applicable Laws; and (6) provide City with Recycling, source reduction, and
911 other technical assistance as may be needed to comply with the Applicable Laws including, but
912 not limited to, AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383.

913

ARTICLE 6: SERVICE UNITS

914 **6.01 Service Units.** Service Units include all the following categories of premises which are in
915 the Service Area and all such premises which may be added to the Service Area by means of

916 annexation, new construction, or as otherwise set forth in this Agreement during the term of this
917 Agreement: (1) SFD Service Units; (2) Commercial Service Units (includes MFD Service
918 Units); and (3) City Service Units.

919
920 6.02 Any question as to whether a premise falls within one of these categories will be
921 determined by City Manager and the determination of City Manager will be final.

922
923 6.03 **Service Unit Changes.** City and Contractor acknowledge that during the term of this
924 Agreement it may be necessary or desirable to add or delete Service Units.

925
926 6.04 . **Annexation.** If during the term of the Agreement, additional territory within or adjacent
927 to the Contractor’s Service Area is acquired by City through annexation, subject to the
928 requirements of Public Resources Code Section 49520, Contractor agrees to provide Collection
929 Services in such annexed area in accordance with the provisions and service rates set forth in this
930 Agreement. Contractor may not begin Collection Service without written authorization from
931 City.

932
933 6.05 **Route Map Update.** Contractor must revise the Service Unit route maps to show the
934 addition of Service Units added due to annexation and must provide such revised maps to City
935 Manager as requested.

936 **ARTICLE 7: COLLECTION SERVICES**

937 7.01 **SFD Collection Services.** The SFD Collection Services are governed by the following
938 terms and conditions:

939
940 7.01.1 Conditions of Service. Contractor must provide SFD Collection Service to all
941 SFD Service Units in the Service Area whose SFD Garbage is properly containerized in Garbage
942 Carts, Recyclable Materials properly containerized in Recycling Carts, and Organic Wastes
943 properly containerized in Organic Waste Carts, where the Solid Waste carts have been placed
944 within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible
945 roadway, or other such location agreed to by Contractor and Service Recipient, that will provide
946 safe and efficient accessibility to Contractor's Collection crew and vehicle.

947
948 7.02 **On-Premises Service.** Notwithstanding any term or definition set forth in this
949 Agreement, Contractor must provide on-premises Collection of SFD Solid Waste to an SFD
950 Service Unit as follows:

951
952 7.02.1 At no additional cost to the SFD Service Unit. SFD Service Units where all adult
953 Service Recipients residing therein have disabilities that prevent them from setting their Solid
954 Waste Cart at the curb for Collection, and if a request for on-premises service has been made.

955
956 7.02.2 Collection Day. Contractor must provide On-Premises Service Collection on the
957 same Work Day that curbside Collection would otherwise be provided to the SFD Service Unit.

958
959 7.03 **Frequency and Scheduling of Service.** SFD Collection Service must be provided one
960 (1) time per week on a scheduled route basis. SFD Collection Service must be scheduled so that

961 all SFD Service Units receive SFD Garbage Collection Service, SFD Recyclable Material
962 Collection Service, and SFD Organic Waste Collection Service on the same Work Day.

963
964 **7.04 Hour and Days of Collection.** SFD Collection Service must be provided Monday
965 through Friday, commencing no earlier than 6:00 a.m. and terminating no later than 7:00 p.m.
966 The hours, days, or both of Collection may be extended due to extraordinary circumstances or
967 conditions with the prior verbal or written consent of City Manager.

968
969 **7.05 Manner of Collection.** The Contractor must provide SFD Collection Service with as
970 little disturbance as possible and must leave any Solid Waste Cart(s) in an upright position at the
971 point of collection without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

972
973 **7.05.1 Handling/Replacement of Carts.** Contractor shall use reasonable care in the
974 handling of all Carts. In the event of damage or destruction of any such Cart, by reason of
975 negligence or recklessness on the part of the Contractor or its employees, Contractor shall, upon
976 demand, repair or replace said Carts.

977
978 **7.05.2. CalRecycle Requirements.** Contractor must comply with CalRecycle container
979 requirements, including but not limited to, color requirements pursuant to 14 CCR 1894.1, and
980 labeling requirements pursuant to 14 CCR 18984.8, as they may apply during the term of this
981 Agreement.

982
983 **7.05.3 Repair of Garbage, Recycling and Organic Waste Carts.** Contractor is responsible
984 for the repair of Carts. Within five (5) Work Days of notification by City or a Service Recipient
985 of the need for such repairs, Contractor must repair the Cart or if necessary, remove the Cart for
986 repairs and deliver a replacement Cart to the Service Recipient.

987
988 **7.05.4 Maintenance, Cleaning, Painting.** All Containers shall be maintained in a safe,
989 serviceable, and functional condition, and present a clean appearance. Contractor shall repair or
990 replace all Containers damaged by Collection operations in accordance with standards specified
991 in Section 7.05.3, unless damage is caused by a Customer's gross negligence, in which case, the
992 Customer will be billed for repair or replacement of Container at a reasonable cost for
993 replacement. All Containers shall be maintained in a functional condition.

994
995 **7.05.5** Contractor shall steam clean and/or repaint all Containers as needed (other than Carts) to
996 present a clean appearance. Contractor shall offer stream cleaning service (or clean container
997 exchange) to Customers requesting such service and shall charge Customers for such cleaning
998 (or Container exchange) at an amount not exceeding the reasonable cost of performing the
999 service, taking into account the scope and range of its ultimate service area which should provide
1000 the volume to make such costs as low as reasonably feasible.

1001 **7.05.6 Ownership of Carts.** Ownership of Carts is vested in the Contractor.

1002
1003 **7.06 SFD Garbage Collection Service.** This service is governed by the following terms and
1004 conditions:

1005
1006 **7.06.1 Disposal Facility.** Except as set forth below, all Residential Garbage Collected as a

1007 result of performing SFD Garbage Collection Services must be transported to, and disposed of, at
1008 the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, Contractor
1009 must transport and dispose of the Residential Garbage at another legally permitted disposal
1010 facility. Failure to comply with this provision may result in the Contractor being in default under
1011 this Agreement.

1012
1013 **7.07 SFD Recycling Service.** This service is governed by the following terms and conditions:

1014
1015 7.07.1 Material Recycling Facility. Subject to Section 3.09, all Recyclable Materials
1016 Collected as a result of performing recycling services must be delivered to the Material
1017 Recycling Facility.

1018
1019 **7.08 SFD Organic Waste Collection Service.** This service is governed by the following
1020 terms and conditions:

1021
1022 7.08.1 Contractor’s SFD Organic Waste Collection Service is required to include Green
1023 Waste, Food Waste, and Other Organics to comply with SB 1383 and other applicable state laws.
1024 Collected Organic Waste shall be processed in compliance with SB 1383 at a properly permitted
1025 Organic Waste Processing Facility.

1026
1027 7.08.2 Contractor must comply with CalRecycle collection frequency requirements as
1028 they may apply during the term of this Agreement.

1029
1030 7.08.3 Organic Waste Processing Services. Contractor must ensure that all Organic Waste
1031 Collected pursuant to this Agreement is not disposed of in a landfill, except for residue resulting
1032 from processing, in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and
1033 any subsequent or other Applicable Law.

1034
1035 7.08.4 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1036 Waste to a fully permitted Organic Waste Processing Facility in compliance with SB 1383 or a
1037 fully permitted Organic Waste transfer station in compliance with SB 1383. All expenses related
1038 to Organic Waste processing and marketing will be the sole responsibility of Contractor.

1039
1040 7.08.5 Waivers. Contractor shall assist City in identifying SFD generators that qualify for
1041 waivers pursuant to 14 CCR Section 18984.11.

1042 **ARTICLE 8: COMMERCIAL AND MFD COLLECTION SERVICES**

1043 **8.01 Commercial Collection Service.** Except as set forth below, Contractor must provide
1044 Commercial Collection Services to all Commercial Service Units in the Service Area pursuant to
1045 a schedule approved by City. All provisions of this Article 8 shall also apply to MFD Service
1046 Units and MFD Collection Service. This service is governed by the following terms and
1047 conditions:

1048
1049 8.01.1 Provision of Service. Contractor must provide Commercial Collection Service to
1050 all Commercial Service Units in the Service Area. The size of the container and the frequency
1051 (above the minimum) of collection will be determined between the Service Recipient and

1052 Contractor. The base Commercial Garbage Collection Service will include Commercial
1053 Recycling Service as described in Section 8.03.2 below, and Commercial Organic Waste
1054 Collection Service as described in Section 8.04.2 below. Contractor shall assist City in
1055 identifying Commercial Service Units that qualify for waivers pursuant to 14 CCR Section
1056 18984.11.

1057
1058 8.01.2 Required Capacity. Contractor must provide Commercial Recycling Service and
1059 Commercial Organic Waste Collection Service to all Commercial Service Units in the Service
1060 Area. For each Service Unit, Contractor must provide a minimum capacity of Commercial
1061 Recycling Service and Commercial Organic Waste Collection Service at no additional cost, as
1062 required in Sections 8.03.2 and 8.04.2.

1063
1064 8.01.3 Hours of Collection. Commercial Collection Service must be provided,
1065 commencing no earlier than 6:00 a.m., and terminating no later than 7:00 p.m., Monday through
1066 Sunday.

1067
1068 8.01.4 Manner of Collection. Contractor must provide Commercial Collection Service
1069 with as little disturbance as possible and must leave any Bin, Cart, or Roll-Off Container at the
1070 same point it originally located without obstructing alleys, roadways, driveways, sidewalks or
1071 mailboxes.

1072
1073 8.01.5 Purchase and Distribution of Bins and Carts for New Commercial Service Units.
1074 Contractor must also distribute Bins, Carts or Roll-off Containers to new Commercial Service
1075 Units that are added to Contractor's Service Area during the term of this Agreement.

1076
1077 8.01.6 Repair and Replacement of Bins and Carts. Contractor is responsible for repair of
1078 Bins and Carts. Within five (5) Work Days of notification by City or a Service Recipient of the
1079 need for such repairs, Contractor must repair the Bin or Cart or if necessary, remove the Bin or
1080 Cart for repairs and deliver a replacement Bin or Cart to the Service Recipient. Contractor's
1081 employees must avoid damage to Bins or Carts by unnecessary rough treatment. Any Bin or Cart
1082 damaged by the Contractor must be replaced by Contractor, at Contractor's expense, at no cost or
1083 inconvenience to the Service Recipient.

1084
1085 8.01.7 Contractor must comply with CalRecycle container requirements as they may
1086 apply during the term of this Agreement.

1087
1088 8.01.8 Ownership of Bins and Carts. Ownership of Carts, Bins, and Roll-off Containers
1089 distributed by Contractor is vested in Contractor.

1090
1091 **8.02 Commercial Garbage Collection Service.**

1092
1093 8.02.1 Conditions of Service. Contractor must provide Commercial Garbage Collection
1094 Service to all Commercial Service Units in the Service Area whose Commercial Garbage is
1095 properly containerized in Garbage Carts, Bins, or Roll-off Containers, where the Garbage Carts,
1096 Bins, or Roll-off Containers are accessible.

1097

1098 8.02.2 Size and Frequency of Service. This service must be provided as deemed
1099 necessary and determined between Contractor and the Commercial Service Unit, but such
1100 service must be received no less than one (1) time per week, except that Collection service
1101 scheduled to fall on a holiday may be rescheduled as determined between the Commercial
1102 Service Unit and Contractor as long as the minimum frequency requirement is met. Contractor
1103 must provide containers as part of the Commercial Collection Service rates set forth in Exhibit 1.
1104

1105 8.02.3 Disposal Facility. All Commercial Garbage collected as a result of performing
1106 Commercial Garbage Collection Services must be transported to, and disposed of, at the
1107 Disposal Facility.
1108

1109 **8.03 Commercial Recycling Service.** This service is governed by the following terms and
1110 conditions:
1111

1112 8.03.1 Conditions of Service. Contractor must offer Commercial Recycling Service to all
1113 Commercial Service Units in the Service Area whose Recyclable Materials are properly
1114 containerized in Recycling Bins, Recycling Carts, or Recycling Roll-off Containers except as set
1115 forth below, where the Recycling Bins or Carts are accessible. Commercial Recycling Collection
1116 will occur Monday through Friday, and on Saturdays upon request and as necessary.
1117

1118 8.03.2 Base Commercial Recycling Service. All Commercial Accounts subscribing to
1119 Commercial Garbage Collection Service must receive weekly collection of Recycling Service.
1120 All MFD Service Recipients subscribing to MFD Garbage Collection Service must receive
1121 weekly Collection of Recycling in the MFD complex.
1122

1123 8.03.3 Size and Frequency of Service. This service will be provided as deemed necessary
1124 and determined between Contractor and the Service Recipient, but such service must be received
1125 no less than one (1) time per week, except that Collection service scheduled to fall on a holiday
1126 may be rescheduled as determined between the Service Recipient and Contractor. The size of the
1127 container and the frequency (above the minimum) of Collection will be determined between the
1128 Service Recipient and Contractor.
1129

1130 8.03.4 Material Recovery Facility. All Recyclable Materials Collected as a result of
1131 performing Recycling Services must be delivered to the Material Recovery Facility. Failure to
1132 comply with this provision will result in Contractor being in default under this Agreement.
1133

1134 8.03.5 Compliance with AB 341. Contractor will provide Commercial Recycling Service
1135 in a manner to exceed compliance with AB 341, as it may be amended from time to time. Each
1136 calendar year, , Contractor will notify all Commercial Service Units of the requirements to
1137 comply with the law. Contractor must provide the volume of collection service that all
1138 Commercial Service Units in order to be in full compliance with the law. Contractor will conduct
1139 in-person outreach to all non-participating commercial covered generators a minimum of once
1140 per calendar year.
1141

1142 **8.04 Commercial Organic Waste Collection Service.** This service is governed by the
1143 following terms and conditions:

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8.04.1 Conditions of Service. Contractor must offer Commercial Organic Waste Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly containerized in Organic Waste Bins or Organic Waste Carts, except as set forth below, where the Organic Waste Bins or Carts are accessible. Contractor will charge for collection of Organic Waste collected in Carts or Bins at the rates set forth in Exhibit 1. Contractor will provide a sufficient number of Carts or Bins and at a collection frequency to allow for any such Commercial Service Unit to utilize the collection of Organic Waste. Commercial Organic Waste Collection will occur Monday through Friday, and on Saturdays upon request and as necessary.

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 January 1, 2022 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.

8.04.2 Base Commercial Organic Waste Service. All Commercial Accounts subscribing to Commercial Garbage Collection Service must receive weekly Organic Waste Collection service. All MFD Service Recipients subscribing to MFD Garbage Collection Service must receive weekly Organic Waste Collection service. The actual configuration of Organic Waste Cart and/or Bin 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.

8.04.3 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).

8.04.4 Organic Waste Processing Services. Contractor must ensure that all Organic Waste Collected from Commercial generators pursuant to this Agreement is not disposed of in a landfill, except for residue resulting from processing, in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law.

8.04.5 Organic Waste Processing Facility. All Organic Waste Collected as a result of performing Organic Waste Collection Services must be delivered to the Organic Waste Processing Facility in compliance with SB 1383. Failure to comply with this provision may result in Contractor being in default under this Agreement.

8.04.6 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 and compensation.

8.04.7 Compliance with AB 1826 and SB 1383. Contractor will provide Commercial Recycling Service in a manner to exceed compliance with AB 1826 and SB 1383, as they may be amended from time to time. Starting January 1, 2022 and each January 1st thereafter, Contractor

1190 will notify all Commercial Service Units of the requirements to comply with the law. Contractor
1191 must provide the volume of collection service that all Commercial Service Units need in order to
1192 be in full compliance. Contractor shall conduct in-person outreach to all non-participating
1193 commercial covered generators a minimum of once per calendar year.
1194

1195 **ARTICLE 9: CITY SERVICES PROVIDED BY CONTRACTOR**

1196 9.01 **City Collection Services.** City Collection Services shall be provided at no cost to City
1197 and shall be governed by the following terms and conditions:

1198 9.01.1 Conditions of Service. Contractor shall provide Solid Waste Collection Services to
1199 all City Service Units. Contractor must provide City Collection Services in the same manner as
1200 service provided to Commercial Service Units in Article 8.
1201

1202 9.01.2 Construction and Demolition Debris and Other Temporary Collection. Service
1203 related to City construction or public works projects undertaken on force account solely by City
1204 employees, shall be provided by Contractor at no cost to City. Contractor shall Collect C&D
1205 materials from C&D Collection Sites and Transport the C&D to permitted facilities Contractor
1206 designates.
1207

1208 9.01.3 Contractor shall receive written permission from City before placing any
1209 containers on City owned property for service.
1210

1211 9.01.4 Contractor shall make contractual arrangement to allow the delivery of Garbage,
1212 Recyclable Materials, Organic Waste, Construction and Demolition Debris, Bulky Items, and
1213 street sweeping debris collected by City's Public Works operations to be delivered to permitted
1214 facilities designated by Contractor.

1215 **ARTICLE 10: COLLECTION ROUTES**

1216 10.01 **Service Routes.** Contractor must provide City with maps precisely defining Collection
1217 routes, together with the days and the times at which Collection will regularly commence.
1218

1219 10.02 **Service Route Changes.** Contractor must submit to City, in writing, any proposed route
1220 change (including maps thereof) not less than forty-five (45) calendar days prior to the proposed
1221 date of implementation. Contractor may not implement any route changes without the prior
1222 review of City Manager. If the change will change the Collection day for a Service Recipient,
1223 Contractor must notify those Service Recipients in writing of route changes not less than fifteen
1224 (15) days before the proposed date of implementation.
1225

1226 10.02.1 City reserves the right to conduct audits of Contractor's Collection routes.
1227 Contractor must cooperate with City in connection therewith, including permitting City
1228 employees or agents, designated by City Manager, to ride in the Collection vehicles in order to
1229 conduct the audits. Contractor has no responsibility or liability for the salary, wages, benefits or
1230 worker compensation claims of any person designated by City Manager to conduct such audits.

1231

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ARTICLE 11: COLLECTION EQUIPMENT

1233 11.01 **General Provisions.** All equipment used by Contractor in the performance of services
1234 under this Agreement must be of a high quality and comply with all Applicable Laws and meet
1235 or exceed all applicable air quality standards, including all applicable provisions of San Diego
1236 Air Pollution Control District.

1237
1238 11.02 **Vehicles.** No later than January 1, 2023, all route collection vehicles used by Contractor
1239 under this Agreement shall be powered by Renewable Natural Gas (RNG), or other alternative
1240 fuel to diesel both generated by Contractor’s Anaerobic Digestion Facility and purchased. Upon
1241 City’s request, Should Contractor rely on RNG as its source of fuel, Contractor shall obtain and
1242 provide City with a written certification by an authorized representative certifying that the
1243 Contractor owned in-vessel digestion facility or fuel produced by another RNG facility used by
1244 the Contractor produces the RNG in quantities corresponding to City’s Organics Waste collected
1245 by Contractor consistent with the requirements of 14 CCR Section 18993.1(h). Contractor shall
1246 maintain records of the amount of RNG purchased and shall report this information to City on a
1247 biannual basis. Contractor shall agree to allow City the right to report this RNG usage toward
1248 City’s fulfillment of its annual recovered Organic Waste product procurement target in
1249 accordance with 14 CCR Section 18993.1.

1250
1251 11.03 **Registration; Inspection.** All vehicles used by Contractor in providing Collection
1252 Services under this Agreement, except those vehicles used solely on Contractor’s premises, are
1253 to be registered with the California Department of Motor Vehicles. In addition, each such vehicle
1254 must be inspected by the California Highway Patrol in accordance with Applicable Law.

1255
1256 11.04 **Maintenance Log.** Contractor must maintain a maintenance log for all Collection
1257 vehicles. The log must at all times be accessible to City by physical inspection upon request of
1258 City Manager, and must show, at a minimum, each vehicle’s Contractor assigned identification
1259 number, date purchased or initial lease, dates of performance of routine maintenance, dates of
1260 performance of any additional maintenance, and description of additional maintenance
1261 performed.

1262

1263

ARTICLE 12: CONTRACTOR’S OFFICE

1264 12.01 **Contractor’s Office.** Contractor must maintain an office where complaints can be
1265 received that must be open during from 8:00 a.m. to 5:00 p.m. on Monday through Friday.
1266 Contractor must provide either a local or toll-free telephone number, and a telephone answering
1267 service or mechanical device to receive Service Recipient inquiries during those times when the
1268 office is closed. Calls received after normal business hours must be addressed the next Work Day
1269 morning.

1270 Contractor shall keep records of all Service Recipient’s complaint calls for at least three (3)
1271 years, collected on a calendar year cycle. The Contractor must include a summary of the call, the
1272 time and date of the call, and, if a complaint was made, the resolution to the complaint. These

1273 records will also be made available to City upon request, as pursuant to Section 15.01.8 of this
1274 Agreement.

1275 12.02. **Complaints.** Contractor must provide a procedure for the receipt and investigation of
1276 complaints of alleged violations of SB 1383 and CalRecycle regulations. Contractor shall
1277 comply with the complaint and investigation requirements for alleged violations of SB 1383
1278 pursuant to 14 CCR 18995.3. Contractor shall maintain records of complaint investigations as
1279 required by SB 1383 and CalRecycle regulations.

1280
1281 12.03 **Emergency Contact.** Contractor must provide City Manager with an emergency phone
1282 number where the Contractor can be reached outside of the required office hours.

1283
1284 12.04 **Multilingual/TDD Service.** Contractor must at all times maintain the capability of
1285 responding to telephone calls in English and such other languages as City may direct. Contractor
1286 must at all times maintain the capability or responding to telephone calls through
1287 Telecommunications Device for the Deaf (TDD) Services.

1288
1289

ARTICLE 13: CONTRACTOR'S SUPPORT SERVICES

1290 13.01 **Public Outreach and Education Services.** Contractor, at its own expense, must prepare,
1291 submit and implement an annual Public Education and Outreach Program beyond City's Public
1292 Education and Outreach Program. Contractor shall obtain approval from City Manager or City
1293 Manager's Designee on all Contractor-provided advertising, promotional, or service-related
1294 materials used within City before publication, distribution, and/or release. City Contract Manager
1295 or City Manager's designee, in their discretion, shall have the right to deny the use, or request
1296 modifications, of any materials or content. Contractor acknowledges that they are part of a multi-
1297 Party effort to operate and educate the public about the regional integrated waste management
1298 system. Contractor shall cooperate and coordinate with City Contract Manager or City
1299 Manager's Designee on public education activities to minimize duplicative, inconsistent, or
1300 inappropriately timed education campaigns. Contractor's initial Sustainability Plan must be
1301 submitted annually for City approval as a part of Contractor's Annual reporting requirements
1302 pursuant to Article 15 of this Agreement.

1303 13.01.1 Sustainability Representative. The Contractor will collaborate with City staff to
1304 make available reasonable use of one or more Contractor representatives to assist City in meeting
1305 requirements of the California Integrated Waste Management Act (IWMA) of 1989. On an
1306 annual basis, Contractor will make an individual available as needed to implement, in
1307 cooperation with City, Recycling programs in the Service Area on an average of approximately
1308 two days a week.

1309 13.01.2 Diversion and Sustainability Work Plan. Collaboratively, Contractor and City
1310 staff will develop an annual Waste Diversion and Sustainability Work Plan to help guide
1311 Contractor's staff's work efforts. This program must be designed to increase diversion and
1312 Service Recipients participation and should target certain Recyclable Materials or "problem"
1313 areas of Contractor's Service Area where improvements can be maximized. Targets of outreach
1314 should be based on local trends and recycling patterns based on information obtained by both
1315 City Manager and Contractor staff. To the extent possible, Contractor will work to modernize its

1316 public outreach and education services throughout the term of this Agreement by providing
1317 outreach materials to Service Recipient electronically (e.g., via email). The parties will make
1318 good faith efforts to complete each annual Work Plan as a part of Contractor's Annual reporting
1319 requirements pursuant to Article 15 of this Agreement.

1320 13.01.3 Website. Contractor will maintain a website that describes and promotes the use
1321 of the available Recycling services. The Contractor will consult, collaborate and coordinate its
1322 activities with City regarding Recycling programs so that City is fully informed and provided as
1323 opportunity for input to the Contractor's Recycling programs.

1324 13.01.4 Outreach Activities. Contractor's public education and outreach strategy shall
1325 focus on improving Service Recipients' understanding of the benefits of and opportunities for
1326 source reduction, reuse, and landfill disposal reduction. In general, Contractor-provided public
1327 education and outreach, which shall include all content required by this Section 13.01.4, should:
1328 (i) inform Service Recipients about the services that are provided under this Agreement with
1329 specific focus on describing the methods and benefits of source reduction, reuse, and reduction
1330 of solid waste disposal; (ii) instruct Service Recipients on the proper method for placing
1331 materials in containers for collection and setting containers out for collection with specific focus
1332 on minimizing contamination of source separated Recyclable Materials and Organic Waste; (iii)
1333 clearly define Exempt Waste and educate Service Recipients about the hazards of such materials
1334 and their opportunities for proper handling; (iv) discourage Service Recipients from buying
1335 products if the product and its packaging are not readily reusable, recyclable, or compostable; (v)
1336 encourage the use of compost and mulch; and (vi) encourage generators to purchase
1337 products/packaging made with Recyclable Materials. The cumulative intended effect of these
1338 efforts is to reduce each Service Recipients' reliance on Contractor-provided solid waste
1339 container service and, ultimately, disposal, and Contractor agrees to support and not undermine
1340 or interfere with such efforts.

1341 13.01.4.1 On an annual basis, the Contractor will coordinate Recycling and
1342 Organics education and outreach programs for Residential and Commercial Service Recipients,
1343 in conformance with Applicable Laws, including but not limited to, SB 1383 (including 14 CCR
1344 18985.1(a) and 18985.2), AB 1826, AB 939 and AB 341, in coordination with City. This
1345 program will consist of the following:

1346 13.01.4.1.1 Not less than once per year during each rate year, Contractor
1347 shall prepare information specified in 14 CCR Section 18985.1(a) and make such
1348 information available in an electronic format through the Contractor's website.

1349 13.01.4.1.2 Contractor will attend public events and host booths to
1350 promote recycling education and awareness. Contractor will work with City to
1351 identify which special events will be attended.

1352 13.01.4.1.3 Contractor will distribute educational material to Service
1353 Recipients on an annual basis. Examples include recycling tips, battery and bulb
1354 education, proper Cart placement, resource information, and HHW education.
1355 Contractor shall mail or electronically distribute such material to Service
1356 Recipients.

1357 13.01.4.1.4 Service Recipients will have access to Contractor's local
1358 website to find information specific to City's programs. The Contractor will
1359 ensure that information provided on the website is maintained and up-to-date.
1360 This content will include proper container set out, educational materials,
1361 newsletters and program descriptions. Service Recipients will also have the ability
1362 to use Contractor's web-based service request system.

1363 13.01.4.1.5 Contractor and City will work with local media to ensure
1364 information is communicated to the community (new programs, events, recycling
1365 information, etc.).

1366 13.01.4.1.6 Contractor to use options, such as: local newspaper, broadcast
1367 news, websites, social media, homeowners' associations (HOAs), and civic
1368 groups.

1369 13.01.4.1.7 Contractor will assist City in supporting Food Waste and
1370 Green Waste diversion surveys and programs.

1371 13.01.4.1.8 Contractor will complete Garbage, Organic Waste, and
1372 Recycling audits for Commercial Service Recipients and provide
1373 recommendations to Commercial Service Recipients on how to improve overall
1374 resource efficiency.

1375 13.01.4.1.9 Contractor will provide education materials to regulated
1376 entities not in compliance beginning on January 1, 2022 and at least annually
1377 every year thereafter.

1378 13.01.4.1.10 Contractor will provide generators with information on
1379 properly separating materials, organic waste prevention, on-site recycling,
1380 methane reduction benefits, how to recycle organic waste, approved haulers,
1381 information related to public health and safety and environmental impacts
1382 associated with landfill disposal, self-haul requirements, and edible food donation.

1383 **13.02 Annual Collection Service Notice.** Each year during the term of this Agreement,
1384 Contractor must publish and distribute (by mail or electronically) a notice to all Service Units
1385 regarding the Collection Service programs. The notice must contain at a minimum: definitions of
1386 the materials to be Collected; procedures for setting out the materials; the days when Garbage
1387 Collection Services, Recycling Services, and Organic Waste Collection Services will be
1388 provided; City customer service phone number; instructions on the proper filling of Containers;
1389 instructions as to what materials may or may not be placed in Recyclable Materials or Organic
1390 Waste Containers; and the amount of overage and contamination fees in the event of non-
1391 compliance. The notice must also advertise the availability of on-premises Collection Services,
1392 SFD Bulky Items Collection Services and Temporary Construction and Demolition Debris
1393 Collection Services, and specifically the availability of no-charge on-premises Collection
1394 Services for specific qualified Service Recipients as described in Section 7.02.1. The notice must
1395 also advertise the date and location of upcoming free paper shredding events as described in
1396 Section 3.16. The notice must be provided in English, and other languages as directed by City

1397 and must be distributed by Contractor no later than July 1 of each year.

1398 13.03 **Recovered Organic Waste Product Procurement.** At no cost to City, the Contractor
1399 will assist city with meeting procurement requirements of SB 1383 as specified in 14 CCR
1400 18993.1. In order to meet the required amount as set by CalRecycle in the process identified in
1401 14 CCR 18993.1(b), City will receive credit for the Renewable Natural Gas (RNG) used by
1402 Contractor as specified herein in Sec 11.02. If the usage of this RNG is insufficient for City's
1403 required procurement amount per 14 CCR 18993.1, then Contractor will provide City with
1404 Mulch or Compost in an amount sufficient to satisfy the procurement requirements of 14 CCR
1405 18993.1 Contractor must deliver mulch or compost materials at a time and location mutually
1406 agreeable between City and Contractor. Delivered mulch or compost can be in bulk form or
1407 bagged.

1408 13.04 **Edible Food Recovery Support.** At no cost to City, Contractor must provide support to
1409 City's Edible Food Recovery program as required under SB 1383. Contractor support may
1410 include educating commercial edible food generators, and providing records of site visits,
1411 conducting education efforts, and listing food recovery organizations.

1412 13.05 **Additional Outreach Programs and Services.** Contractor will provide additional public
1413 outreach services and programs as requested by City at a price to be mutually agreed upon by
1414 written agreement between the Contractor and City Manager. This agreement will ultimately
1415 take the form of a standard Contractor personal services agreement. In the event the Contractor
1416 and City Manager cannot reach a mutually agreed upon price for the requested service or
1417 program, City shall have the right to procure the service of other vendors or contractors to
1418 provide the requested public outreach services, and Contractor shall reimburse City for the
1419 reasonable costs incurred to obtain the public outreach services.

1420 13.06 **Communications in Non-English Languages.** Consistent with 14 CCR 18985.1(e), as
1421 the same may be amended from time to time, Contractor will provide communications in non-
1422 English languages spoken by a substantial number of the public that are provided organic waste
1423 collection services under this agreement.

1424 **ARTICLE 14: EMERGENCY SERVICE**

1425 14.01 **Revised Services During an Emergency.** In the event of a natural disaster or Act of
1426 God, City Manager may grant the Contractor a variance from regular routes and schedules,
1427 which will not be withheld unreasonably. As soon as practicable after such event, Contractor
1428 must advise City Manager when it is anticipated that normal routes and schedules can be
1429 resumed. City Manager will make an effort through the local news media and in coordination
1430 with City to inform the public when regular services may be resumed. The clean-up from a
1431 natural disaster or Act of God may require that Contractor hire additional equipment, employ
1432 additional personnel, or work existing personnel on overtime hours to clean debris resulting from
1433 the natural disaster or Act of God. Contractor will receive additional compensation for
1434 extraordinary clean-up directly in response to a natural disaster or Act of God above the normal
1435 compensation contained in this Agreement, to cover the costs of rental equipment, additional
1436 personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit
1437 1 provided Contractor has first secured written authorization and approval from City through
1438 City Manager. City will be given equal priority and access to resources as with other franchise

1439 jurisdictions held by Contractor or its affiliates.

1440

ARTICLE 15: RECORDS

1441 **15.01 Record Keeping.**

1442 15.01.1 **General.** Contractor shall maintain Customer contact data, Customer service,
1443 accounting, statistical, operational, and other records related to its performance as shall be
1444 necessary to provide reporting required by this Agreement and Applicable Law and to
1445 demonstrate compliance with this Agreement and Applicable Law (such as, but not limited to,
1446 AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383 statutes and corresponding
1447 regulations).

1448 Record keeping and reporting requirements specified in this Agreement shall not be
1449 considered a comprehensive list of reporting requirements. In particular, this Article 15 is
1450 intended to highlight the general nature of records and reports and their minimum content and is
1451 not meant to comprehensively define the scope and content of the records and reports that
1452 Contractor is required to maintain and report by Applicable Law or this Agreement. Upon
1453 written direction or approval of City, the records and reports required by Contractor in
1454 accordance with this and other Articles of the Agreement shall be adjusted in number, format, or
1455 frequency.

1456 Contractor shall maintain adequate records, and corresponding documentation, such that
1457 the Contractor is able to produce accurate monthly and annual reports and is able to provide
1458 records to verify such reports. Contractor will make these records available and provide to City
1459 any record or documentation necessary for City to fulfill obligations under Applicable Law
1460 including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383 statutes
1461 and corresponding regulations; and, other current or future federal, State, or local statutes and
1462 regulations, as amended. Upon request by City, Contractor shall provide access to Contractor's
1463 requested records in a timely manner, not to exceed ten (10) Business Days from the time of
1464 City's request to Contractor.

1465 15.01.2 **Record Retention and Security.** Records shall be maintained in forms and by
1466 methods that facilitate flexible use of data contained in them to structure reports, as needed.
1467 Contractor's records shall be stored in one central location, physical or electronic, that can be
1468 readily accessed by Contractor. Unless otherwise required by law, Contractor shall retain all
1469 records and data required to be maintained by this Agreement for the Term of this Agreement
1470 plus 5 years after its expiration or earlier termination. Records and data shall be in chronological
1471 and organized form and readily and easily interpreted. Contractor shall maintain adequate record
1472 security in such a manner that fulfills state and federal obligations and reserves records from
1473 events that can be reasonably anticipated such as a fire, theft, data breach, and an earthquake.
1474 Electronically-maintained data and records shall be protected and backed-up. To the extent that
1475 Contractor utilizes its computer systems to comply with record keeping and reporting
1476 requirements under this Agreement, Contractor shall, on a monthly basis, save all system-
1477 generated reports supporting those record keeping and reporting requirements in a static format
1478 in order to provide an audit trail for all data required.

1479 15.01.3 Records Compilation for State Law Purposes. Contractor must maintain full,

1480 complete records required by SB 1383, including but not limited to, the requirements pursuant to
1481 14 CCR Sections 17414.2, 17896.45, 18815.4, 18815.5, 18815.7, 18984.4, 18984.6, 18984.14,
1482 and 18985.3. Such records will be subject to copy, audit, and inspection. Contractor shall
1483 maintain accurate records for its operation, including, but not limited to, Discarded Materials
1484 quantities Collected and quantities Transported to or Transferred to each Approved/Designated
1485 Facility, listed separately by material type, Customer type, and Facility. Records shall be
1486 maintained in such form by methods that facilitate the use of data for the production of reports as
1487 needed. Contractor will make these records available and provide to City any record or
1488 documentation necessary for City to fulfill obligations under Applicable Law including, but not
1489 limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, AB 1595, and SB 1383 statutes and
1490 corresponding regulations; and, other current or future local, federal, or State statutes and
1491 regulations, as amended.

1492 15.01.4 Accounting Records. Contractor must maintain full, complete, and separate
1493 financial, statistical and accounting records, pertaining to cash, billing, and provisions of all
1494 Collection Services, prepared on an accrual basis in accordance with generally accepted
1495 accounting principles. Such records will be subject to audit, copy, and inspection. Gross Receipts
1496 derived from provision of the Collection Services, whether such services are performed by
1497 Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts
1498 of Contractor. Contractor must maintain and preserve all cash, billing and disposal records for a
1499 period of not less than three (3) years following the close of each of Contractor's fiscal years.
1500 Contractor shall maintain adequate record security in such a manner that fulfills state and federal
1501 obligations and reserves records from events that can be reasonably anticipated such as a fire,
1502 theft, data breach, and an earthquake. 15.01.5 CERCLA Defense Records. City views its ability
1503 to defend itself against Comprehensive Environmental Response, Compensation and Liability
1504 Act (CERCLA), and related litigation as a matter of great importance. For this reason, City
1505 regards its ability to prove where Collected Recyclable Materials, Organic Materials, and Solid
1506 Waste are taken for Transfer, Processing, or Disposal. Contractor shall maintain records which
1507 can establish where Recyclable Materials, Organic Materials, and Solid Waste Collected were
1508 Transferred, Processed, or Disposed. This provision shall survive the expiration or earlier
1509 termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10)
1510 years beyond expiration or earlier termination of the Agreement. Contractor shall provide these
1511 records to City (upon request or at the end of the record retention period) in an organized and
1512 indexed manner rather than destroying or Disposing of them.

1513 15.01.6 Report Format. City shall provide to Contractor the format for each report
1514 submittal not later than thirty (30) days prior to the due date for such report. If City fails to
1515 specify the format as required, Contractor shall use the report format specified for the prior
1516 reporting period.

1517 15.01.7 Submittal Process. All reports shall be submitted to City, as directed by the City
1518 Manager or City Manager's Designee. Reports shall be submitted electronically via email or
1519 uploaded to a document sharing platform agreed upon by the Parties. Annual reports shall be
1520 submitted within forty-five (45) days after the end of the reporting year. Reporting year shall run
1521 from January 1 – December 31.

1522 15.01.8 Interim Report Requests. Contractor shall comply with any City interim reporting

1523 request made by City in effort to comply with CalRecycle inspections or for any other reason.
1524 Contractor must make a good faith effort to comply such that City's records are complete prior to
1525 any CalRecycle inspection.

1526 15.01.9 Notice of Deficiency. Contractor shall inform City if Contractor receives any
1527 notice from CalRecycle or the State of California regarding any notice of deficiency or non-
1528 compliance with state law.

1529 15.01.10 Failure to Report. Failure of Contractor to comply with the reporting requirements
1530 as set forth in this Section may require indemnification in accordance with Section 19.06.
1531 Contractor's repeated failure to submit reports, and/or failure to submit reports on time, may be
1532 deemed an event of default and may result in the termination of the Agreement at the discretion of
1533 City Contract Manager in accordance with this agreement.

1534 **15.02 Annual Reporting.** Contractor shall provide an Annual Report, covering the most
1535 recently-completed calendar year, in accordance with the format and submittal requirements of
1536 Article 15. Annual reports shall include all information required by SB 1383, including but not
1537 limited to, the information required under 14 CCR Sections 17414.2, 17896.45, 18815.4,
1538 18815.5, 18815.7, 18984.4, 18984.6, 18984.14, 18985.3, 18994.2 and shall include the
1539 information in the following subsections:

1540 15.02.1 Tonnage report.

1541 15.02.11 Contractor shall report the total quantities in Tons of Discarded Materials
1542 Collected, Transferred, Processed, and Disposed by the Contractor, all of which shall be
1543 based on actual certified scale weights for each load, if available. Tonnage shall be reported
1544 separately by material type, customer/sector type, or by facility, or as otherwise requested
1545 by the City.

1546 15.02.2 Diversion Report and Diversion Plan.

1547 15.02.21 Diversion report must include annual totals and averages for the previous year
1548 and any other requirements pursuant SB 1383. Contractor must deliver to City diversion
1549 data for the franchised services performed under this Agreement in the format specified by
1550 City.

1551 15.02.22 Diversion Plan shall describe programs and activities to be taken by Contractor
1552 that will achieve a minimum annual Franchised Diversion Rate as described in Section
1553 5.03 for the upcoming year.

1554 15.02.3 Collection Services Report.

1555

1556 15.02.31 A summary of Customer subscription data, including the number of accounts; the
1557 total number of Generators enrolled with Contractor for service, listed separately by service
1558 level and Container type (Cart, Bin, and Roll-Off service), separately by Single-Family, Multi-
1559 Family, and Commercial Customers, and separately for each type of Discarded Material; and
1560 the number of Bulky Items Collections performed.

1561 15.02.32 The number of C&D Collection Sites served and Tonnage Collected, Tonnage
1562 Diverted, and Diversion level for each C&D Collection Sites.

1563 15.02.33 The number of waiver reverifications performed by the Contractor, if any, including
1564 a copy of documentation for each reverification inspection, which shall include, at a minimum:
1565 the Generator’s name, address, and Generator type; the type of waiver being verified; any
1566 photographic or other evidence collected during the inspection; and the resulting recommended
1567 conclusion by the Contractor regarding the validity of the waiver. The Contractor shall provide
1568 a summary of recommendations to City of all waivers which the Contractor concludes to no
1569 longer be warranted.

1570 15.02.34 Number of Bulky Item/Reusable Materials Collection events by Customer Type.

1571

1572 15.02.4 Processing Facility Report.

1573 15.04.21. Temporary Equipment or Operations Failure: If the Contractor is granted a
1574 processing facility temporary equipment or operational failure waiver, the Contractor shall
1575 include the following documents and information:

1576 1. The number of days the Processing Facility temporary equipment waiver or
1577 operation failure waiver was in effect;

1578 2. Copies of any notifications sent to City and copies of City notices to Contractor;

1579 3. Documentation setting forth the date of issuance of the waiver, the timeframe for
1580 the waiver; and,

1581 4. A record of the tons of Organic Waste, source separated Recyclable Materials,
1582 source separated Gray Container Organic Waste, and/or Gray Container Waste
1583 redirected to an alternative facility or Disposed at an approved disposal facility as
1584 a result of the waiver, recorded by Collection vehicle or transfer vehicle
1585 number/load, date, and weight.

1586 15.02.5 Customer Service Log. A summary of the type and number of complaints and their
1587 resolution,

1588 15.02.6 Homeless Encampments and Illegal Disposal Sites: The total Tonnage amount of
1589 Discarded Materials, listed separately by Discarded Material type, removed from homeless
1590 encampments and illegal disposal sites as part of an abatement activity, listing each Collection
1591 event separately by date, location, and Tonnage Collected.

1592 15.02.7 Quarantined Organic Waste: A record of all compliance agreements for quarantined
1593 Organic Waste that are Disposed of, including the name of Generator, date issued, location of final
1594 disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a
1595 Landfill.

1596 15.02.8 Public Education and Outreach Support. A summary the status of activities identified in
1597 the annual public education plan.

1598 15.02.9 Compliance Monitoring and Enforcement Report. To include:

1599 1. A summary of the total number of SB 1383 Regulatory non-compliance complaints that
1600 were received and investigated.

- 1601 2. The total number of 3, Hauler Route reviews conducted pursuant to Section 3.17 of the
1602 Agreement.
- 1603 3. The number of inspections conducted by type for Commercial Businesses.
- 1604 4. A copy of written and/or electronic records and documentation for all audits, studies,
1605 compliance reviews, and all other inspections conducted pursuant to Section 3.17 of the
1606 Agreement.
- 1607 5. The number of Commercial Businesses that were included in a compliance review
1608 performed by the Contractor, and the number of violations found and corrected through
1609 compliance reviews, including a list with each Generator's name or account name, address,
1610 and Generator type.
- 1611 15.02.10 Vehicle and Equipment Inventory. To include:
- 1612 1. If applicable, the name, physical location, and contact information of each entity,
1613 operation, or facility from whom the RNG was procured.
- 1614 2. If applicable, the total amount of RNG procured by the Contractor for use in Contractor
1615 vehicles, in diesel gallon equivalents (DGE), including copies of any receipts, invoices, or
1616 other similar documentation evidencing procurement. In addition to the amount procured,
1617 Contractor shall include the total amount actually used in Contractor vehicles in the
1618 calendar year, if these values are different.
- 1619 15.02.11 Upon Incident Reporting. City reserves the right to request additional reports or
1620 documents in the case of unforeseen events or additional requirements imposed upon City. The
1621 Contractor shall provide the requested reports, documents, or information within ten (10)
1622 Business Days upon receipt of the request or within a timeframe determined by the Contract
1623 Manager, which shall not to exceed ten (10) days.
- 1624 15.02.12 CALGreen Code Compliance. Contractor shall maintain records of any information or
1625 documentation required to demonstrate compliance with the California Green Building Standards
1626 Code (CALGreen Code). City may request that this information be included in the monthly or
1627 annual report(s), as it pertains to the services provided under this Agreement. City shall notify
1628 the Contractor of this request within ten (10) Business Days prior to the submittal deadline of the
1629 monthly and/annual report where the information is to be included.
- 1630 15.02.13 Buy-Recycled Policy Report. Contractor shall maintain records evidencing compliance
1631 with the "Buy-Recycled Policy." Contractor shall submit a copy these records and/or a summary
1632 report to City, upon City request.
- 1633 15.02.14 Customized Reports. City reserves the right to request Contractor to prepare and
1634 provide customized reports from records Contractor is required to maintain.
- 1635 15.02.15 Financial Reports. Contractor must prepare an annual Financial Report for submittal to
1636 City. At a minimum, the Financial Report must include the number of SFD Service Units and
1637 Commercial Service Units provided with Collection Services, including any additional services,
1638 the Contractor's gross billing and amount collected for each type of Service Unit, identification
1639 and information related to delinquent accounts pursuant to Section 4.03 of this agreement, and

1640 the cost of residual disposal.

1641 15.02.16 Additional Reports. Contractor must furnish City with any additional reports as may
1642 reasonably be required, such reports to be prepared within a reasonable time following the
1643 reporting period. Contractor will provide reasonable assistance to City in preparing annual
1644 reports to CalRecycle, including but not limited to, supplying required data for preparation of the
1645 reports.

1646 **15.02 Quarterly Reporting.** Contractor shall provide the following on a quarterly basis:

1647 15.02.2 The total number of Contamination Violation Notices issued, categorized by type of
1648 Generator.

1649 15.02.3 The number of violations that were resolved, categorized by type of Generator.

1650 15.02.4 Copies of all Contamination Violation Notices and education materials issued to non-
1651 compliant Generators.

1652 15.02.5 Any other information reasonably requested by City or specified in contamination
1653 monitoring provisions of this agreement.

1654 **ARTICLE 16: NONDISCRIMINATION**

1655 16.01 **Nondiscrimination.** In the performance of all work and services under this Agreement,
1656 Contractor may not discriminate against any person on the basis of such person’s race, color, sex
1657 (including pregnancy, childbirth, and related medical conditions), age, ancestry, national origin,
1658 religion, marital status, or sexual orientation, gender identify and gender expression, disability
1659 (physical and mental), medical conditions, AIDS/HIV, citizenship status and genetic
1660 information, military or veteran status, political affiliations or activities, and status as a victim of
1661 domestic violence, assault or stalking. Contractor must comply with all applicable local, state
1662 and federal laws and regulations regarding nondiscrimination, including those prohibiting
1663 discrimination in employment.

1664 **ARTICLE 17: SERVICE INQUIRIES AND COMPLAINTS**

1665 17.01 **Contractor’s Customer Service.** All service inquiries and complaints from Service
1666 Recipients will be directed to Contractor. A representative of Contractor must be available to
1667 receive the complaints during normal business hours. All service complaints will be handled by
1668 Contractor in a prompt and efficient manner.

1669 17.02 Contractor will utilize the Customer Service Log to maintain a record of all inquiries and
1670 complaints in a manner prescribed by City. Contractor must maintain a record of all inquiries and
1671 complaints for a minimum of three (3) years, available upon City request.

1672 **ARTICLE 18: ACTS OF GOD AND NATURAL DISASTERS**

1673 18.01 If either party is prevented from or delayed in performing its duties under this Agreement
1674 by circumstances beyond its control, whether or not foreseeable, including, without limitation,

1675 acts of the State of California or the U.S. Federal government, acts of God or natural disasters,
1676 whether of the kind enumerated or otherwise, that are not reasonably within the control of the
1677 affected party, then the affected party will be excused from performance hereunder during the
1678 period of such disability.

1679 18.02 The party claiming excuse from performance must promptly notify the other party when
1680 it learns of the existence of such cause, including the facts constituting such cause, and when
1681 such cause has terminated.

1682 18.03 The interruption or discontinuance of services by a party caused by circumstances outside
1683 of its control will not constitute a default under this Agreement.

1684 **ARTICLE 19: INSURANCE AND INDEMNIFICATION**

1685
1686 19.01 **Insurance Requirements.** Contractor shall obtain and maintain during the entire Term of
1687 this Agreement, and shall maintain for a minimum of (5) years after contract completion, the
1688 following insurance policies from companies admitted or authorized in the State of California to
1689 transact insurance business in the class of the type provided and shall have a general policyholder's
1690 rating of not less than an "A" and a financial size of not less than ten million dollars (\$10,000,000)
1691 (currently Class V) or better in the most current A.M. Best's Key Rating Guide; which standards
1692 shall be met by the issuing company and not by means of the standing or assets of their parent,
1693 subsidiary or affiliate entities:

1694
1695 19.01.1 **Comprehensive General Liability.** Coverage shall include premises-
1696 operations, products/completed operations (10 years), broad form property damage,
1697 personal injury, bodily injury and blanket contractual liability, shall be provided on a "pay
1698 on behalf" basis, with defense costs payable in addition to policy limits, there shall be no
1699 cross-liability exclusion, there shall be no land subsidence exclusion, and there shall be no
1700 prohibition against payment of a SIR or deductible in the event of the named insured's
1701 failure to do so, in the following coverage amounts:

- 1702
- 1703 i. \$ 10,000,000 per occurrence;
- 1704 ii. \$ 15,000,000 general aggregate;
- 1705 iii. \$ 2,000,000 property damage or bodily injury per occurrence;
- 1706 iv. \$ 3,000,000 cyber liability insurance.
- 1707

1708 19.01.2 **Automobile Liability.** Coverage shall include owned, hired and non-owned
1709 vehicles, shall be provided on a "pay on behalf" basis, with defense costs payable in
1710 addition to policy limits, there shall be no cross-liability exclusion, and there shall be no
1711 prohibition against payment of a SIR or deductible in the event of the named insured's
1712 failure to do so, in the following coverage amounts:

- 1713
- 1714 i. \$10,000,000 combined single limit;
- 1715 ii. \$2,000,000 property damage or bodily injury per occurrence.
- 1716

1717 19.01.3 Workers' Compensation Insurance. Amounts shall be in accordance with statutory
1718 requirements. Employer's Liability insurance shall be in the minimum amount of
1719 \$1,000,000 per accident or disease.

1720
1721 i. By my signature hereunder, as Contractor, I certify that I am aware of
1722 the provisions of Section 3700 of the Labor Code, which requires every
1723 employer to be insured against liability for Workers' Compensation or to
1724 undertake self-insurance in accordance with the provisions of that Code, and
1725 I will comply with such provisions before commencing the performance of
1726 the Work of this Agreement.

1727
1728 ii. The Contractor shall require each subcontractor to comply with the
1729 requirements of Section 3700 of the Labor Code. Before commencing any
1730 Work, the Contractor shall cause each subcontractor to execute the
1731 following certification:

1732 "I am aware of the provisions of Section 3700 of the Labor
1733 Code, which requires every employer to be insured against
1734 liability for worker's compensation or to undertake self-
1735 insurance in accordance with the provisions of that Code, and
1736 I will comply with such provisions before commencing the
1737 performance of the Work of this Agreement."
1738

1739
1740 19.01.4 Pollution Liability. Coverage shall be written on a Contractor's Pollution Liability
1741 form or other form acceptable to City providing coverage for liability arising out of sudden,
1742 accidental and gradual pollution and remediation. The policy limit shall be no less than
1743 \$2,000,000 dollars per claim and \$4,000,000 in aggregate. At the required meet and confer
1744 of the parties pursuant to Section 19.01.5, Contractor must disclose any proportionally
1745 sized contract that provides for pollution liability coverage that exceeds the coverages of
1746 this agreement. In the event insurance and coverage amount requirements as set forth in
1747 this Section 19.01.4, or any component thereof, is/are exceeded in any proportionally sized
1748 franchise agreement, amended franchise agreement, and/or restated franchise agreement
1749 between Contractor and any other public agency ("Other Agency Agreement"), the
1750 requirements set forth herein shall be deemed to have automatically increased to match that
1751 of said Other Agency Agreement as to the insurance levels or coverages which exceed
1752 those set forth above in this Section 19.01.4.

1753
1754 19.01.5 Policy limits as set forth in this Article 19 shall apply for a period of five years;
1755 Parties agree to meet and confer at five-year intervals regarding coverage limits.

1756
1757 19.01.6 Limits may be met by a combination of primary and umbrella/excess liability
1758 policies, provided that: (i) the umbrella/excess policy carriers meet the requirements noted
1759 above, (ii) there is sufficient umbrella/excess coverage provided to exceed the specified
1760 coverage requirements, so that any claim event will not result in a deficiency in any of the
1761 coverage requirements described above; and (iii) umbrella/excess insurance amounts may
1762 be applied only once to meet the insurance coverage requirement for only one line of

1763 deficient underlying insurance unless the policy specifically provides otherwise, in which
1764 event the portion of the policy so providing will be submitted for Agency’s review to its
1765 satisfaction.

1766
1767 19.02 **Endorsements.** Endorsements shall be obtained so that each policy contains the following
1768 four provisions, the wording for which shall be to the satisfaction of the City Attorney:

1769
1770 (a) Additional Insured. (Not required for Professional Errors and Omissions
1771 Liability Insurance or Workers’ Compensation.) “The City of San Marcos,
1772 and its elected and appointed boards, directors, officers, agents and
1773 employees are additional insureds with respect to the agreement with City
1774 and the services to be provided thereunder.”

1775
1776 (b) Preferred Forms. General Liability: CG 2010 11 85, CG 2037 10 01 or
1777 equivalent.

1778
1779 (c) Notice. “Said policy shall not terminate, nor shall it be canceled or reduced
1780 in coverage without thirty (30) days’ written notice to the City of San
1781 Marcos.”

1782
1783 (d) Primary Coverage. “The policy provides primary coverage to City of San
1784 Marcos and its elected and appointed boards, officers, agents, and
1785 employees. It is not secondary or in any way subordinate to any other
1786 insurance or coverage maintained by City of San Marcos.”

1787
1788 (e) Waiver of Subrogation. “We waive any right of recovery we may have
1789 against the City of San Marcos and its elected and appointed boards, officers
1790 and employees because of payments we make for injury or damages arising
1791 out of your ongoing operations or your work done under contract with the
1792 City of San Marcos.”

1793
1794 19.03 **Insurance and Indemnity Obligations Separate.** The requirements as to the types and
1795 limits of insurance coverage to be maintained by Contractor as required by this contract, and any
1796 approval of such insurance by Agency, are not intended to and shall not in any manner limit or
1797 qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement
1798 including, but not limited to, the indemnification provision.

1799
1800 19.04 **Insurance Certificates.** Contractor shall provide Agency with certificates of insurance and
1801 accompanying endorsements showing the insurance coverages described in the paragraphs above,
1802 in a form and content approved by the City, prior to beginning Work under this Agreement.

1803
1804 City utilizes an online Evidence of Coverage database, PINS Advantage, to electronically maintain
1805 the insurance documents required by this Section. City will send Contractor an automatic email
1806 through the PINS system with information to provide to Contractor’s insurance representative to
1807 upload insurance documents into the City’s system.

1808

1809 19.05 **Bond.** The following bond shall be executed in favor of Agency and submitted by
1810 Contractor:

1811
1812 Within (7) calendar days of City's notification to Contractor that City has executed this Agreement,
1813 Contractor shall file with the City a bond, in a form acceptable to the City Attorney, payable to the
1814 City, securing the Contractor's performance of its obligations under this Agreement and such bond
1815 shall be renewed annually if necessary, so that the performance bond is maintained at all times
1816 during the Term. The principal sum of the bond shall be Two Million Dollars (\$2,000,000), which
1817 shall be adjusted every three (3) years, commencing with rate period three, to equal (3) months of
1818 the prior rate period's annual gross receipts. The bond shall be executed as surety by a corporation
1819 authorized to issue surety bonds in the State of California that has a rating of A or better in the
1820 most recent edition of the Best's Key Rating Guide, and that has a record of service and financial
1821 condition satisfactory to City.

1822
1823 City shall have the right to draw against the faithful performance bond in the event of a breach or
1824 default of Contractor or the failure of Contractor to perform fully any obligation under this
1825 agreement. Within five (5) days of receipt of notice from City, Contractor shall renew or replace
1826 such sums of money as needed to bring the faithful performance bond current.

1827
1828 19.06 **General Indemnification.** Contractor must indemnify, defend and hold harmless City,
1829 City's contractors, and its elected and appointed public officials, officers, directors, employees,
1830 agents and other contractors of each of them (collectively, "City Indemnitees"), from and against
1831 any and all claims, costs, losses and damages (including but not limited to all fees and charges of
1832 engineers, architects, attorneys and other professionals as well as all court or other dispute
1833 resolution costs), liabilities, expenditures or causes of action of any kind (including negligent,
1834 reckless, willful or intentional acts or omissions of the Contractor, any subcontractor, any
1835 supplier, any person or organization directly or indirectly employed by any of them to perform or
1836 furnish any services or anyone for whose acts any of them may be liable), arising from, relative
1837 to or caused by the performance of the services. (collectively, "Claims") This indemnity includes
1838 but is not limited to Claims attributable to bodily injury, sickness, disease or death and to injury
1839 or destruction of tangible property. Contractor agrees, at Contractor's expense, after written
1840 notice from City, to defend any action against City. Indemnitees that falls within the scope of this
1841 indemnity using counsel selected by Contractor and approved by City in its reasonable judgment.
1842 Additionally, if Contractor, after receipt of written notice from City, fails to make any payment
1843 due under this Agreement to City, Contractor must pay any reasonable attorneys' fees or costs
1844 incurred by City in securing any such payment from Contractor. Payment of any amount due
1845 pursuant to the foregoing indemnity must, after receipt of written notice by Contractor from City
1846 that such amount is due, be made by Contractor prior to City being required to pay same, or in
1847 the alternative, City, at City's option, may make payment of an amount so due and Contractor
1848 must promptly reimburse City for the same, with interest thereon at the rate of 12% per annum
1849 simple interest from the date of receipt by Contractor of written notice from City that payment is
1850 due.

1851 19.07 **Diversion Indemnification.** Subject to the requirements of Public Resources Code
1852 Section 40059.1, which will control in the event of any conflict with the provisions of this
1853 Section, Contractor agrees to protect and defend City Indemnitees with counsel selected by
1854 Contractor and approved by City, to pay all attorneys' fees, and to indemnify and hold City
1855 Indemnitees harmless from and against all fines or penalties imposed by the CalRecycle if the
1856 diversion goals specified in California Public Resources Code Section 41780, as it may be

1857 amended, are not met by City with respect to the materials Collected by Contractor and if the
1858 lack in meeting such goals are attributable to the failure of Contractor to implement and operate
1859 the recycling or diversion programs or undertake the related activities required by this
1860 Agreement. In the event CalRecycle provides an administrative process to challenge the
1861 imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging
1862 any consultants or attorneys necessary to represent City in any challenge. Contractor will be
1863 responsible for the retention of and payment to any consultants engaged to perform waste
1864 generation studies (diversion and disposal). All consultants and attorneys engaged hereunder are
1865 subject to the mutual agreement of City and Contractor.

1866 **19.08 Hazardous Substances Indemnification.** Contractor agrees to indemnify, defend (with
1867 counsel reasonably approved by City), protect and hold harmless City Indemnitees from and
1868 against any and all Claims of any kind whatsoever paid, suffered or incurred by or against City
1869 Indemnitees resulting from any repair, cleanup, removal action or response action undertaken
1870 pursuant to CERCLA, the Health & Safety Code or other similar federal, state or local law or
1871 regulation, with respect to Solid Waste Collected and Disposed of by Contractor. The foregoing
1872 indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and
1873 Section 25364 of the Health & Safety Code to defend, protect, hold harmless and indemnify
1874 City. Indemnitees from all forms of liability under CERCLA, the Health & Safety Code or other
1875 similar federal, state or local law or regulation.

1876 **19.09 Limitations on Rate Adjustments.** Contractor understands and agrees that City may
1877 elect to or be required to comply with California Constitution Article XIII D or other applicable
1878 laws before approving any new or increased maximum rates. City shall not be in breach of this
1879 Agreement if its residents lawfully delay or prevent City from raising or imposing the rates
1880 through the California Constitution Article XIII D or other applicable process. In such event,
1881 City and Contractor shall meet in good faith to consider alternatives and options, which may
1882 include permitting Contractor to terminate the Agreement without cause. All costs incurred in
1883 providing notices required under California Constitution Article XIII D or other applicable law
1884 in connection with a rate adjustment shall be paid by the Contractor.

1885 **19.10 Subcontractors.** Contractor must require all subcontractors performing work in City to
1886 enter into an Agreement containing the provisions set forth in Section 19.06 such that the
1887 subcontractor fully indemnifies City in accordance with this Agreement.

1888 **19.11 Damage by Contractor.** If Contractor's employees or subcontractors cause any injury,
1889 damage or loss to City property, including but not limited to City streets or curbs, excluding
1890 normal wear and tear, Contractor must reimburse City for City's cost of repairing such injury,
1891 damage or loss. Such reimbursement is not in derogation of any right of City to be indemnified
1892 by Contractor for any such injury, damage or loss. With the prior written approval of City,
1893 Contractor may repair the damage at Contractor's sole cost and expense. Any injury, damage or
1894 loss to private property caused by the negligent, reckless or willful acts or omissions of
1895 Contractor to private property must be repaired or replaced by Contractor at Contractor's sole
1896 expense. Disputes between Contractor and its Service Recipients or private property owners as to
1897 damage to private property are civil matters and complaints of damage will be referred to
1898 Contractor as a matter within its sole responsibility and as a matter within the scope of Section
1899 19.06.

1900

ARTICLE 20: DEFAULT OF AGREEMENT

1901 20.01 **Termination.** City may cancel this Agreement, except as otherwise provided below in
1902 this Section, by giving Contractor thirty (30) calendar days advance written notice, to be served
1903 as provided in this Agreement, upon the occurrence of any one of the following events:

1904 20.01.1 Contractor takes the benefit of any present or future insolvency statute, or makes
1905 a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy
1906 (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment
1907 of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the
1908 United States or any state thereof, or consent to the appointment of a receiver, trustee or
1909 liquidator of all or substantially all of its property; or

1910 20.01.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is
1911 made approving a petition filed by any of its creditors or by any of the stockholders of
1912 Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal
1913 bankruptcy laws or under any law or statute of the United States or of any state thereof, provided
1914 that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the
1915 entry thereof, any notice of default will be and become null, void and of no effect; unless such
1916 stayed judgment or order is reinstated in which case, such default will be deemed immediate; or

1917 20.01.2.1 By, or pursuant to, or under the authority of any legislative act,
1918 resolution or rule or any order or decree of any court or governmental board, agency or officer
1919 having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or
1920 substantially all of the property of Contractor, and such possession or control continues in effect
1921 for a period of sixty (60) calendar days; or

1922 20.01.3 Contractor has defaulted, by failing or refusing to pay in a timely manner the
1923 administrative charges or other monies due City and such default is not cured within thirty (30)
1924 calendar days of receipt of written notice by City to do so; or

1925 20.01.4 Contractor has defaulted by allowing any final judgment for the payment of
1926 money owed to City to stand against it unsatisfied and such default is not cured within thirty (30)
1927 calendar days of receipt of written notice by City to do so; or

1928 20.01.5 In the event that the monies due City under Section 20.01.3 above or an
1929 unsatisfied final judgment under Section 20.01.4 above is the subject of a judicial proceeding,
1930 Contractor will not be in default if the sum of money is bonded. All bonds must be in the form
1931 acceptable to City Attorney.

1932 20.02 **Excuse from Performance.** The Contractor shall be excused from performing their
1933 respective obligations hereunder in the event they are prevented from so performing by reason of
1934 floods, earthquakes, other "acts of God," war, civil insurrection, riots, acts of any government
1935 (including judicial action), and other similar catastrophic events which are beyond the control of
1936 and not the fault of the party claiming excuse from performance hereunder, if such events
1937 prevent Contractor's ability to collect or perform services.

1938 Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing,
1939 or other concerted job action conducted by Contractor's employees or directed at Contractor is
1940 not an excuse from performance and Contractor shall be obligated to continue to provide service
1941 notwithstanding the occurrence of any or all of such events; provided, that in the case of labor
1942 unrest or job action by City's employees or directed at a third party (e.g. customer) over whom
1943 Contractor has no control, the inability of Contractor to make collection due to the unwillingness
1944 or failure of City or the third party, as the case may be, to provide reasonable assurance of the
1945 safety of Contractor's employees while making collections or to make reasonable
1946 accommodations with respect to container placement and point of delivery, time of collection or
1947 other operating circumstances to minimize any confrontation with pickets or the number of
1948 persons necessary to make collections shall, to that limited extent, excuse performance and
1949 provided further than the foregoing excuse shall be conditioned on Contractor's cooperation in
1950 making collection at different times and in different locations.

1951 The party claiming excuse from performance shall, within two (2) days after such party has
1952 notice of such cause, give the other party notice of the facts constituting such cause and asserting
1953 its claim to excuse under this Section 20.02. Notwithstanding, Contractor in the event of a
1954 catastrophic event shall comply with City's emergency preparedness plan and must try to
1955 implement a reasonable alternative plan for service.

1956 In the event that either party validly exercises its rights under this Section, the parties hereby
1957 waive any claim against each other for any damages sustained thereby. Notwithstanding the
1958 foregoing, however, if Contractor is excused from performing its obligation hereunder for any of
1959 the causes listed in this Section for a period of thirty (30) days or more, other than as the results
1960 of third party labor disputes where services cannot be provided for reasons described earlier in
1961 this Section, City shall nevertheless have the right, in its sole discretion, to terminate this
1962 Agreement by giving ten (10) days' notice.

1963 **20.03 Right to Cure.** If Contractor has defaulted, by failing or refusing to perform or observe
1964 the terms, conditions or covenants in this Agreement, any of the provisions of this Article 20, or
1965 any of the rules and regulations promulgated by City pursuant thereto or has wrongfully failed or
1966 refused to comply with the instructions of City Manager or City Manager's designee thereto and
1967 such default is not cured within thirty (30) calendar days of receipt of written notice by City to
1968 do so, or if by reason of the nature of such default, the same cannot reasonably be remedied
1969 within thirty (30) calendar days following receipt by Contractor of written demand from City to
1970 do so, Contractor fails to commence the remedy of such default within such thirty (30) calendar
1971 days following such written notice or having so commenced fails thereafter to continue with
1972 diligence the curing thereof (with Contractor having the burden of proof to demonstrate (a) that
1973 the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with
1974 diligence to cure such default, and such default will be cured within a reasonable period of time),
1975 City may cancel this agreement upon (30) days written notice to Contractor.

1976 **20.04 Violations.** Notwithstanding the foregoing and as supplemental and additional means of
1977 termination of this Agreement under this Article 20, in the event that Contractor's record of
1978 performance shows that Contractor has defaulted in the performance of any of the covenants and
1979 conditions required herein to be kept and performed by Contractor three (3) or more times in any
1980 twenty-four (24) month period, and regardless of whether the Contractor has corrected each

1981 individual condition of default, Contractor will be deemed a "habitual violator", will be deemed
1982 to have waived the right to any further notice or grace period to correct, and all such defaults will
1983 be considered cumulative and collectively will constitute a condition of irredeemable default.
1984 City will thereupon issue Contractor a final warning citing the circumstances therefore, and any
1985 single default by Contractor of whatever nature, subsequent to the occurrence of the last of such
1986 cumulative defaults, will be grounds for immediate termination of the Agreement. In the event of
1987 any such subsequent default, City may terminate this Agreement upon giving of written final
1988 notice to Contractor, such cancellation to be effective upon the date specified in City's written
1989 notice to Contractor, and all contractual fees due hereunder plus any and all charges and interest
1990 will be payable to such date, and Contractor will have no further rights hereunder. Immediately
1991 upon the specified date in such final notice Contractor must cease any further performance under
1992 this Agreement.

1993 **20.05 Effective Date of Termination.** In the event of any the events specified above, and
1994 except as otherwise provided in such subsections, termination will be effective upon the date
1995 specified in City's written notice to Contractor and upon such date this Agreement will be
1996 deemed immediately terminated and upon such termination all liability of City under this
1997 Agreement to Contractor will cease, and City will have the draw down on the Performance Bond
1998 described in Section 19.05 and will be free to negotiate with other contractors for the operation
1999 of interim and long-term Collection Services. Contractor must reimburse City for all direct and
2000 indirect costs of providing any interim Collection Services as a result of Contractor's default in
2001 this Agreement.

2002 **20.06 Immediate Termination.** City may terminate this Agreement immediately upon written
2003 notice to Contractor in the event Contractor: (a) fails to obtain or maintain insurance policies
2004 endorsements as required by this Agreement, (b) fails to provide the proof of insurance as
2005 required by this Agreement, or (c) offers or gives any gift to a City official or employee
2006 prohibited by City's Municipal Code.

2007 **20.07 Termination Cumulative.** City's right to terminate this Agreement is cumulative to any
2008 other rights and remedies provided by law or by this Agreement.

2009 **20.08 Alternative Service.** Should Contractor, for any reason, refuse or be unable for a period
2010 of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which
2011 it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in
2012 City to such an extent, in such a manner, or for such a time that City Manager, in the reasonable
2013 exercise of City Manager's discretion, should find that such accumulation endangers or menaces
2014 the public health, safety or welfare, then City will have the right to contract with another Solid
2015 Waste enterprise to Collect any or all Solid Waste which Contractor is obligated to Collect
2016 pursuant to this Agreement. City must provide twenty-four (24) hours prior written notice to
2017 Contractor during the period of such emergency, before contracting with another Solid Waste
2018 enterprise to Collect any or all Solid Waste which Contractor would otherwise collect pursuant to
2019 this Agreement for the duration of period during which Contractor is unable to provide such
2020 services. In such event, Contractor must undertake commercially reasonable efforts to identify
2021 sources from which such substitute Solid Waste services are immediately available, and must
2022 reimburse City for all of its expenses for such substitute services during the period in which
2023 Contractor is unable to provide Collection services required by this Agreement.

2024 20.09 **Survival of Certain Contractor Obligation.** Notwithstanding the termination of this
2025 Agreement by Contractor or City, Contractor's obligation to indemnify, defend and hold City
2026 and City Indemnitees harmless as provided in Article 19 shall survive termination for five (5)
2027 years from the date of termination. Notwithstanding the termination of this Agreement by
2028 Contractor or City, such act shall not automatically invalidate or cancel any insurance policy,
2029 letter of credit, performance bond or similar instruments provided by Contractor under this
2030 Agreement and such policies, letters of credit, performance bonds and other instruments shall
2031 remain in full force and effect for one full year after termination.

2032 **ARTICLE 21: MODIFICATIONS TO THE AGREEMENT**

2033 21.01 **City-Directed Change.** City has the power to make changes in this Agreement as the
2034 result of changes in law, changes in the Code, or both, to impose new rules and regulations on
2035 Contractor under this Agreement relative to the scope and methods of providing Collection
2036 Services as may from time-to-time be necessary and desirable for the public welfare. City will
2037 give the Contractor notice of any proposed change and an opportunity to be heard concerning
2038 those matters. The scope and method of providing Collection Services as referenced herein will
2039 be liberally construed to include procedures, operations and obligations, financial or otherwise,
2040 of Contractor. When such modifications are made to this Agreement, City and Contractor will
2041 negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase
2042 or decrease in the services or other obligations required of Contractor due to any modification in
2043 the Agreement under this Article 21. City and Contractor will not unreasonably withhold
2044 agreement to such compensation adjustment.

2045 21.01.1 Change in Law. City and Contractor understand and agree that the California
2046 Legislature has the authority to make comprehensive changes in Solid Waste Collection
2047 legislation and that these and other changes in law in the future which mandate certain actions or
2048 programs for counties or municipalities may require changes or modifications in some of the
2049 terms, conditions or obligations under this Agreement. Contractor agrees that the terms and
2050 provisions of the Code, as it now exists or as it may be amended in the future, will apply to all of
2051 the provisions of this Agreement and the Service Recipients of Contractor located within the
2052 Service Area. In the event that AB 939, SB 1383, or other state or federal laws or regulations
2053 enacted after this Agreement have been enacted, prevent or preclude compliance with one or
2054 more provisions of this Agreement, such provisions of this Agreement shall be modified or
2055 suspended as may be necessary to comply with such state or federal laws or regulations. No
2056 other amendment of this Agreement shall be valid unless in writing duly executed by the Parties.
2057 Nothing contained in this Agreement will require any party to perform any act or function
2058 contrary to law. City and Contractor agree to enter into good faith negotiations regarding
2059 modifications to this Agreement which may be required in order to implement changes in the
2060 interest of the public welfare or due to change in law.

2061 **ARTICLE 22: LEGAL REPRESENTATION**

2062 22.01 **Acknowledgement.** It is acknowledged that each party was, or had the opportunity to be,
2063 represented by counsel in the preparation of and contributed equally to the terms and conditions
2064 of this Agreement and, accordingly, the rule that an Agreement will be interpreted strictly against

2065 the party preparing the same will not apply due to the joint contributions of both parties.

2066 **ARTICLE 23: FINANCIAL INTEREST**

2067 23.01 **Representation.** Contractor warrants and represents that no elected official, officer, agent
2068 or employee of City has a financial interest, directly or indirectly, in this Agreement or the
2069 compensation to be paid under it and, further, that no City employee who acts in City as a
2070 "purchasing agent" as defined in the Code, nor any elected or appointed officer of City, nor any
2071 spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner,
2072 officer, director or proprietor of the Contractor and, further, that no such City employee,
2073 purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone
2074 or in combination, has a material financial interest in Contractor or this Agreement.

2075 **ARTICLE 24: EXEMPT WASTE**

2076 24.01 Contractor is not required to Collect or dispose of Exempt Waste, but may offer such
2077 services. All such Collection and disposal of Exempt Waste is not regulated under this
2078 Agreement, but if provided by Contractor must be in strict compliance with all Applicable Laws.

2079 **ARTICLE 25: INDEPENDENT CONTRACTOR**

2080 25.01 In the performance of services pursuant to this Agreement, Contractor is an independent
2081 contractor and not an officer, agent, servant or employee of City. Contractor will have exclusive
2082 control of the details of the services and work performed and over all persons performing such
2083 services and work. Contractor is solely responsible for the acts and omissions of its officers,
2084 agents, employees, contractors and subcontractors, if any. Neither Contractor nor its officers,
2085 employees, agents, contractors or subcontractors will obtain any right to retirement benefits,
2086 Workers Compensation benefits, or any other benefits which accrued to City employees and
2087 Contractor expressly waives any claim to such benefits.

2088 25.02 **Subcontractors.** Contractor will require all subcontractors performing work in City to
2089 enter into an Agreement containing the provisions set forth Section 25.01 in which Agreement
2090 the subcontractor agrees that Contractor and subcontractor are independent contractors and have
2091 no other agency relationship with City.

2092 **ARTICLE 24: LAWS TO GOVERN**

2093 24.01 The law of the State of California governs the rights, obligations, duties and liabilities of
2094 City and Contractor under this Agreement and govern the interpretation of this Agreement.

2095 **ARTICLE 25: CONSENT TO JURISDICTION**

2096 25.01 The parties agree that any litigation between City and Contractor concerning or arising out
2097 of this Agreement must be filed and maintained exclusively in the Superior Courts of San Diego
2098 County, State of California, or in the United States District Court for the Southern District of

2099 California. Each party consents to service of process in any manner authorized by California law.

2100 **ARTICLE 26: ASSIGNMENT**

2101 26.01 No assignment of this Agreement or any right occurring under this Agreement may be
2102 made in whole or in part by Contractor without the express prior written consent of City. City
2103 will have full discretion to approve or deny, with or without cause, any proposed or actual
2104 assignment by the Contractor. Any assignment of this Agreement made by Contractor without
2105 the express written consent of City will be null and void and will be grounds for City to declare a
2106 default of this Agreement and immediately terminate this Agreement.

2107 26.02 The use of a subcontractor to perform services under this Agreement will not constitute
2108 delegation of Contractor's duties provided that Contractor has received prior written
2109 authorization from City Manager to subcontract such services and City Manager has approved a
2110 subcontractor who will perform such services. Contractor will be responsible for directing the
2111 work of Contractor's subcontractors and any compensation due or payable to Contractor's
2112 subcontractor will be the sole responsibility of Contractor. City Manager will have the right to
2113 require the removal of any approved subcontractor for reasonable cause.

2114 26.03 For purposes of this Section, the term "proposed assignee" shall refer to the proposed
2115 transferee(s), shareholders, and other successor(s) in interest pursuant to the assignment. Intra-
2116 family transfers of stock are specifically excluded from the Assignment provision and shall not
2117 be subject to City consideration and consent.

2118 **ARTICLE 27: COMPLIANCE WITH LAWS**

2119 27.01 In the performance of this Agreement, City and Contractor must comply with all
2120 Applicable Laws, including, but not limited to, the Code.

2121 **ARTICLE 28: PERMITS AND LICENSES**

2122 28.01 Contractor must obtain, at its own expense, all permits and licenses required by law or
2123 ordinance and maintain same in full force and effect throughout the term of this Agreement.
2124 Contractor must provide proof of such permits, licenses or approvals and must demonstrate
2125 compliance with the terms and conditions of such permits, licenses and approvals upon the
2126 request of City Manager.

2127 **ARTICLE 29: OWNERSHIP OF WRITTEN MATERIALS**

2128 29.01 Contractor hereby grants City a non-exclusive license as to all reports, documents,
2129 brochures, public education materials, and other written, printed, electronic or photographic
2130 materials developed by Contractor at the request of City or as required under this Agreement,
2131 without limitation or restrictions on the use of such materials by City. Contractor may not use
2132 such materials that specifically reference City for other purposes without the prior written
2133 consent of City Manager. This Article 29 does not apply to ideas or concepts described in such
2134 materials and does not apply to the format of such materials.

2135

ARTICLE 30: WAIVER

2136 30.01 Waiver by City or Contractor of any breach for violation of any term covenant or
2137 condition of this Agreement will not be deemed to be a waiver of any other term, covenant or
2138 condition or any subsequent breach or violation of the same or of any other term, covenant or
2139 condition. The subsequent acceptance by City of any fee, tax, or any other monies which may
2140 become due from Contractor to City will not be deemed to be a waiver by City of any breach for
2141 violation of any term, covenant or condition of this Agreement.

2142

ARTICLE 31: NOTICES

2143 31.01 Except as provided in this Agreement, whenever either party desires to give notice to the
2144 other, it must be given by written notice addressed to the party for whom it is intended, at the
2145 place last specified and to the place for giving of notice in compliance with the provisions of this
2146 Section. For the present, the parties designate the following as the respective persons and places
2147 for giving of notice:

2148

City:

2149 City Manager
2150 City of San Marcos
2151 1 Civic Center Drive
2152 San Marcos, CA 92069
2153 Telephone: (760) 744-1050
2154

2155

Contractor:

2156 EDCO Waste & Recycling Services, Inc.
2157 Attn: President
2158 6670 Federal Boulevard
2159 Lemon Grove, CA 91945
2160 Telephone: (619) 287-7555
2161

2162 31.02 Notices will be effective when received at the address as specified above. Changes in the
2163 respective address to which such notice is to be directed may be made by written notice.
2164 Facsimile or e-mail transmission is acceptable notice, effective when received, however,
2165 facsimile transmissions received (i.e. printed) or mail transmissions received after 4:30 p.m. or
2166 on weekends or holidays, will be deemed received on the next business day. The original of
2167 items that are transmitted by facsimile equipment or by email must also be mailed as required
2168 herein.

2169

2170 31.03 Notice by City to Contractor of a Collection or other Service Recipient problem or
2171 complaint may be given to Contractor orally by telephone at Contractor's local office with
2172 confirmation sent to Contractor through the Customer Service System by the end of the Work
Day.

2173

ARTICLE 32: TRANSITION TO NEXT CONTRACTOR

2174 32.01 In the event Contractor is not awarded a new Agreement to continue to provide Collection

2175 Services following the expiration or early termination of this Agreement, Contractor will
2176 cooperate fully with City and any subsequent contractors to assure a smooth transition of
2177 services described in this Agreement. Such cooperation will include but not be limited to transfer
2178 of computer data, files and tapes; providing routing information, route maps, vehicle fleet
2179 information, and a current list of Service Recipients (complete with addresses for Collection
2180 Services and billing); providing a complete inventory of all Carts, Bins and Roll-Off Containers;
2181 providing adequate labor and equipment to complete performance of all Collection Services
2182 required under this Agreement; taking reasonable actions necessary to transfer ownership of
2183 Carts, Bins and Roll-Off Containers, as appropriate, to City; including transporting such
2184 containers to a location designated by City Manager; coordinating Collection of materials set out
2185 in new containers if new containers are provided for a subsequent Agreement; and providing
2186 other reports and data required by this Agreement.

2187

ARTICLE 33: CONTRACTOR'S RECORDS

2188 33.01 Contractor must maintain any and all letters, books of account, invoices, vouchers,
2189 canceled checks, and other records or documents described in Article 15 for a minimum period
2190 of three (3) years, or for any longer period required by law, from the date of termination or
2191 completion of this Agreement.

2192 33.02 Contractor must maintain all documents and records which demonstrate performance
2193 under this Agreement for a minimum period of three (3) years, or for any longer period required
2194 by law, from the date of termination or completion of this Agreement.

2195 33.03 Any records or documents required to be maintained pursuant to this Agreement must be
2196 made available for inspection or audit, at any time during regular business hours, upon written
2197 request by City Manager. Unless an alternative site is mutually agreed upon, the records will be
2198 available at Contractor's address indicated for receipt of notices in this Agreement.

2199 33.03.1 Contractor acknowledges that City is legally obligated to comply with the
2200 California Public Records Act ("CPRA"). City acknowledges that Contractor may consider
2201 certain records, reports, or information contained therein, ("Records") which Contractor is
2202 required to provide to City under this Agreement, to be of a proprietary or confidential nature. In
2203 such instances, Contractor will inform City in writing of which records are considered propriety
2204 or confidential and shall identify the statutory exceptions to disclosure provided under the CPRA
2205 that legally permit non-disclosure of the Records. At such time as City receives a request for
2206 records under the CPRA or the Federal Freedom of Information Act ("FOIA") or a subpoena or
2207 other court order requesting disclosure of the Records, City will notify Contractor of the request,
2208 subpoena or order and of City's obligation and intent to provide a response within ten (10)
2209 calendar days. Contractor shall within five (5) calendar days either: (i) consent in writing to the
2210 disclosure of the Records; (ii) demand that City assert the Contractor identified exceptions to
2211 disclosure under the CPRA and agree in writing to indemnify, defend and hold City harmless
2212 from any litigation, orders or judgments arising from the non-disclosure; or (iii) seek and obtain,
2213 at Contractor's sole cost and expense, the order of a court of competent jurisdiction staying or
2214 enjoining the disclosure of the Records. If Contractor fails to timely respond, then City may
2215 proceed to disclose the Records in which event Contractor agrees that it waives and releases City
2216 of any liability for the disclosure of the Records.

2217 33.04 Where City has reason to believe that such Records or documents may be lost or
2218 discarded due to the dissolution, disbandment or termination of Contractor's business, City may,
2219 by written request or demand of any of the above-named officers, require that custody of the
2220 Records be given to City and that the Records and documents be maintained in City Hall. Access
2221 to such Records and documents will be granted to any party authorized by Contractor,
2222 Contractor's representatives, or Contractor's successor-in-interest.

2223 **ARTICLE 34: ENTIRE AGREEMENT**

2224 34.01 This Agreement and the attached Exhibits constitute the entire Agreement and
2225 understanding between the parties, and the Agreement will not be considered modified, altered,
2226 changed or amended in any respect unless in writing and signed by the parties.

2227 **ARTICLE 35: SEVERABILITY**

2228 35.01 If any provision of this Agreement or the application of it to any person or situation is to
2229 any extent held invalid or unenforceable, the remainder of this Agreement and the application of
2230 such provisions to persons or situations other than those as to which it is held invalid or
2231 unenforceable, will not be affected, will continue in full force and effect, and will be enforced to
2232 the fullest extent permitted by law.

2233 **ARTICLE 36: RIGHT TO REQUIRE PERFORMANCE**

2234 36.01 The failure of City at any time to require performance by Contractor of any provision of
2235 this Agreement will in no way affect the right of City thereafter to enforce same. Nor will
2236 waiver by City of any breach of any provision of this Agreement be taken or held to be a waiver
2237 of any succeeding breach of such provision or as a waiver of any provision itself.

2238 **ARTICLE 37: ALL PRIOR AGREEMENTS SUPERSEDED**

2239 37.01 This Agreement incorporates and includes all prior negotiations, correspondence,
2240 conversations, agreements and understandings applicable to the matters contained in this
2241 Agreement and the parties agree that there are no commitments, agreements or understandings
2242 concerning the subject matter of this Agreement that are not contained in this document.
2243 Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated
2244 upon any prior representations or agreements, whether oral or written.

2245 **ARTICLE 38: EXHIBITS**

2246 38.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each
2247 such Exhibit is a part of this Agreement and each is incorporated by this reference.

2248 **ARTICLE 39: AUTHORITY**

2249 39.01 City and Contractor each represent that the persons executing this Agreement on their behalf have
2250 full authority to do so and to bind such party to perform pursuant to the terms and conditions of this
2251 Agreement.

2252 IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.
2253
2254

CITY:

CITY OF SAN MARCOS,
a chartered municipal corporation

CONTRACTOR:

EDCO Disposal Corporation
a California Corporation

By: _____

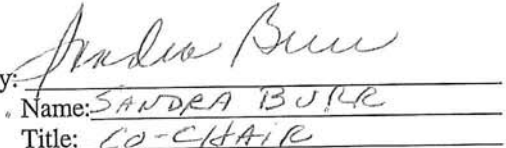
Jack Griffin, City Manager



By: _____

Name: SANDRA BURR

Title: CO-CHAIR



APPROVED AS TO FORM:

By: _____

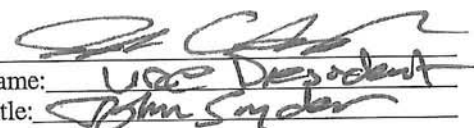
Helen Holmes Peak, City Attorney



By: _____

Name: _____

Title: _____



ATTEST:

By: _____

Phillip Scollick, City Clerk



2255

Exhibit 1**Residential & Commercial Rates - Effective 7/1/21****Service Type****Residential Services**

	Total Rate	Waste Rate *	AB939 AB 939 Fee
Residential Street	\$27.73	\$27.19	\$0.54
Yard Stop A	\$33.18	\$32.50	\$0.68
Yard Stop B	\$40.32	\$39.46	\$0.86
Yard Stop C	\$48.80	\$47.73	\$1.07
Easement 1	\$29.59	\$29.00	\$0.59
Easement 2	\$33.62	\$32.93	\$0.69
Residential Units (1st Unit)	\$27.73	\$27.19	\$0.54
Each Additional Unit	\$25.46	\$24.97	\$0.49
Family Mobile Home Parks	\$21.44	\$20.97	\$0.47
Adult Mobile Home Parks	\$20.47	\$20.02	\$0.45

Residential Processing Fees

Contamination Processing Fee/Cart	\$9.10	Fee Excl	Fee Excl
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Commercial Services

Commercial Can (minimum)	\$29.40	\$28.73	\$0.67
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2 Cubic Yard Bins

1 x week	\$91.40	\$91.40	
2 x week	\$165.83	\$165.83	
3 x week	\$241.04	\$241.04	
4 x week	\$314.82	\$314.82	
5 x week	\$389.11	\$389.11	
6 x week	\$463.58	\$463.58	

3 Cubic Yard Bins

1 x week	\$125.92	\$125.92	
2 x week	\$226.34	\$226.34	
3 x week	\$326.76	\$326.76	
4 x week	\$467.02	\$467.02	
5 x week	\$527.71	\$527.71	
6 x week	\$628.15	\$628.15	

4 Cubic Yard Bins

1 x week	\$167.88	\$167.88	
2 x week	\$302.26	\$302.26	
3 x week	\$435.78	\$435.78	
4 x week	\$569.92	\$569.92	
5 x week	\$703.67	\$703.67	
6 x week	\$837.60	\$837.60	

5 Cubic Yard Bins

1 x week	\$194.96	\$194.96	
2 x week	\$347.50	\$347.50	
3 x week	\$500.05	\$500.05	
4 x week	\$652.85	\$652.85	
5 x week	\$805.15	\$805.15	
6 x week	\$957.74	\$957.74	

* Rates include 18.6% Franchise Fee

Commercial Commingled Organics *
Effective 7/1/21

1st Container

	Frequency			Extra
<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>Pickup</u>
Cart (65 gl)	\$ 97.85	\$ 195.69	\$ 293.54	\$ 39.13
Cart (96 gl)	\$ 110.35	\$ 220.71	\$ 331.06	\$ 44.14
2 CY	\$ 178.97	\$ 357.95	\$ 536.93	\$ 71.59

Each Additional Container

	Frequency		
<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>
Cart (65 gl)	\$ 92.95	\$ 185.91	\$ 278.86
Cart (96 gl)	\$ 104.84	\$ 209.67	\$ 314.52
2 CY	\$ 170.02	\$ 340.05	\$ 510.08

* Rates include 18.6% Franchise Fee

Rolloff Rates - Effective 7/1/21

DESCRIPTION	1ST DEPOSIT (1)	2ND DEPOSIT (2)	Del'y	Haul	Tip Rate/Ton	4 Tons
MIXED CDI LOADS	\$ 632.76	\$ 586.94	\$ 45.82	\$ 243.42	\$ 85.88	\$ 343.52
14 or 40 YD TRASH	\$ 545.76	\$ 499.94	\$ 45.82	\$ 243.42	\$ 64.13	\$ 256.52
40 YD GREEN	\$ 602.28	\$ 556.46	\$ 45.82	\$ 243.42	\$ 78.26	\$ 313.04
Rolloff Cardboard	\$ 463.16	\$ 417.34	\$ 45.82	\$ 243.42	\$ 43.48	\$ 173.92
14YD CONCRETE	\$ 674.24	\$ 628.42	\$ 45.82	\$ 243.42	\$ -	\$ 385.00

(1) Includes Delivery, Haul , disposal of up to 4 Tons and 8% Franchise Fee

(2) includes Haul , disposal of 4 Tons and 8% Franchise Fee