AMENDED AND RESTATED FRANCHISE AGREEMENT FOR SOLID WASTE HANDLING SERVICES

BETWEEN
CITY OF CAMARILLO
AND
E.J. HARRISON & SONS, INC.

Original Agreement Effective Date: August 1, 2014
Amended and Restated Agreement Effective Date: July 1, 2024

CC Agreement 2014-59L

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ARTICLE 1 DEFINITIONS AND CONTRACT INTERPRETATION

Section 1.1 Definitions.

Unless the context otherwise requires, capitalized terms used in this Amended and Restated Agreement ("Agreement") will have the meanings set forth in Exhibit A.

Section 1.2 Interpretation.

1.2.1 Conflict of Definitions.

Whenever any term used in this Agreement has been defined by Chapter 9.04 of Title 9 of the Camarillo Municipal Code or the Act, the definitions in the Camarillo Municipal Code and the Act will apply unless the term is otherwise defined in Exhibit A. In the event of a conflict between the definition of a term in the Camarillo Municipal Code or the Act and this Agreement, the definition in this Agreement will prevail.

1.2.2 Headings, Font.

Any captions or headings following the Attachment, Exhibit, Section, Subsection, paragraph and Article numbers and preceding the operative text of this Agreement are for convenience of reference only and do not control or affect scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font styles are for ease of reading and contract administration only and do not in any way imply relative importance or unimportance of any provision of this Agreement.

1.2.3 References to this Agreement.

References to Articles, Sections, Subsections and Exhibits refer to this Agreement, unless otherwise specified.

1.2.4 Singular and Plural.

References to words in the singular include the plural and references to the plural include the singular.

1.2.5 Specific Not Limitation on Generalities.

The mention of any specific obligation under this Agreement may not be construed to limit or restrict any general liability or duty imposed upon Contractor elsewhere in this Agreement or under Applicable Law.

ARTICLE 2 GRANT OF FRANCHISE; SCOPE OF AGREEMENT

Section 2.1 Binding Agreement.

City and Contractor agree to comply with each Party's respective obligations under this Agreement.

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Section 2.2 Grant of Franchise; Scope.

2.2.1 Exclusive Franchise.

City grants to Contractor the exclusive right, except as provided in Section 2.3, to Collect the following materials within the Service Area, as set forth in Article 5:

a. Solid Waste generated at Residential Premises, Commercial Premises and City Facilities Premises; and

b. Source Separated Recyclables generated at Residential Premises, Commercial Premises and City Facilities Premises; and

c. Source Separated Green Waste generated at Residential Premises and Commercial Premises.

d. Source Separated Organics Waste generated at Residential Premises and Commercial Premises.

Section 2.3 Limitations on Scope of Exclusive Franchise.

2.3.1 Contractor Approval Not Required.

City may permit the Collection, Recycling, and Disposal of Solid Waste by Persons other than Contractor without seeking or securing approval from Contractor as follows:

a. Solid Waste, Recyclables, Green Waste, and Organics Waste, which are transported personally by the Owner or Occupant of the Residential Premises or Commercial Premises at which they are generated to a Disposal Site or a Transfer and Processing Facility, including under a self-haul permit issued under Chapter 9.04; and

b. Recyclables and organic wastes which are Source Separated by the Generator and sold or donated, including donations to youth, civic, or charitable organizations; and

c. Recyclable beverage containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code sections 14500 and following; and

d. Animal waste and remains from slaughterhouse or butcher shops, grease waste, and used cooking oil; and

e. By-products of sewage treatment including sludge, sludge ash, grit and screenings; and

f. Hazardous Waste and Household Hazardous Waste; and

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g. Source Separated E-Waste and Source Separated U-Waste; and

h. Green Waste composted at Residential Premises and Commercial Premises; and

i. Materials generated by State facilities; and

j. The incidental removal of Solid Waste when the primary service performed is either of the following:

1. Landscaping, gardening, weed or trash abatement, yard clean-up, or grading of a lot; or

2. Construction, remodeling or demolition of a building or structure when handled by a licensed contractor using its own employees and equipment; and

k. Unscheduled, temporary Commercial Roll-Off Box service.

Section 2.4 Enforcement of Exclusivity.

2.4.1 Enforcement by Contractor.

Contractor is responsible for enforcing the exclusive rights granted under this Agreement.

2.4.2 Enforcement by City.

City must reasonably assist Contractor in any efforts to enforce the exclusive rights of this Agreement. City must adopt such ordinances or other regulations as City deems to be necessary or desirable to protect the exclusive rights granted to Contractor. City has the right, but not the obligation, to enforce such exclusivity, including by instituting appropriate legal proceedings to request that Contractor do so. Contractor has an affirmative obligation to enforce such exclusive provisions when requested to do so by City. Contractor must reimburse City for its reasonable legal costs, extraordinary administrative costs, including staff time, or other expenses incurred in connection with City's actions to either enforce the exclusive rights herein, or to assist Contractor in doing so.

Section 2.5 Termination and Waiver of Prior Rights by Contractor.

Upon the Effective Date of this Agreement, Contractor agrees to the termination of the Prior City Franchise Agreements with E.J. Harrison, agrees to waive any and all rights under the Prior City Franchise Agreements with E.J. Harrison, and agrees to release and hold City harmless from any of City's obligations under those agreements (excepting, however, the right to compensation for services provided at any rates approved by City up to the Effective Date); provided, however, nothing contained in this provision is intended to or will relieve Contractor from any obligation existing under the Prior City Franchise Agreements with E.J. Harrison pertaining to insurance, indemnification, or other legal obligations to City or Customers (as opposed to obligations to provide service pursuant to the terms thereof), or from any obligation

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set forth in the Prior City Franchise Agreements with E.J. Harrison which are called out as surviving the termination thereof, and all such obligations, including specifically those indemnification obligations relating to Environmental Laws, general liability, and the Act will survive the termination of the Prior City Franchise Agreements with E.J. Harrison. City and Contractor further agree that Public Resources Code section 49520 does not apply to this Agreement, and each waives any rights that it may have under such statute.

Section 2.6 Boundary Changes.

Territory that is annexed into or deannexed from the City's boundaries will be added to or removed from the Service Area covered by this Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR AND CITY

Section 3.1 Contractor Representations and Warranties.

Contractor covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement, all of which are true as of the Effective Date of this Agreement:

3.1.1 Corporate Status.

Contractor is a corporation, duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business in the State of California.

3.1.2 Corporate Authorization.

Contractor has the authority to enter into and perform its obligations under this Agreement. The directors of Contractor have taken all actions required by law, the articles of incorporation and bylaws or otherwise to authorize the execution of this Agreement.

3.1.3 Agreement Duly Executed.

The Persons signing this Agreement on behalf of Contractor have been authorized to do so and this Agreement constitutes a legal, valid and binding obligation of Contractor.

3.1.4 No Conflict with Applicable Law or Other Documents.

Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations hereunder:

a. Conflicts with, violates or results in a breach of any existing Applicable Law;

b. Conflicts with, violates or results in a breach or constitutes a default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing agreement (including, without limitation, the certificate of incorporation of Contractor) or

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instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound; or

c. Will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.

3.1.5 No Litigation.

There is no action, suit or other proceeding as of the Effective Date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Contractor, or otherwise affecting Contractor, which is likely to result in an unfavorable decision, ruling or finding, in any single case or in the aggregate, which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Contractor in connection with the transactions contemplated by this Agreement, or which could materially and adversely affect the ability of Contractor to perform its obligations or which would have a material adverse effect on the financial condition of Contractor or any entity providing the guaranty of Contractor's performance.

3.1.6 Financial Condition.

Contractor has made available to City information on its financial condition. Contractor recognizes that City has relied on this information in evaluating the sufficiency of Contractor's financial resources to perform this Agreement. To the best of Contractor's knowledge, this information is complete and accurate, does not contain any material misstatement of fact and does not omit any fact necessary to prevent the information provided from being materially misleading.

3.1.7 Insurance and Bonds.

Contractor has the ability to procure all insurance policies and bonds or other security of performance required and as described in Article 17 and will have procured all such insurance policies and bonds or other security of performance, which will be in full force and effect as of the Effective Date pursuant to Article 17.

3.1.8 Ability to Perform.

Contractor has the expertise and professional and technical capability to perform all of its obligations under this Agreement.

3.1.9 Contractor's Investigation.

Contractor has made an independent investigation and analysis of the conditions and circumstances surrounding this Agreement, its content and preparation, and the work to be performed by Contractor under this Agreement. Contractor is satisfied that those conditions and circumstances will not impair Contractor's ability to perform the work and satisfy the obligations required by this Agreement. This Agreement accurately and fairly represents the intentions of Contractor and Contractor enters into this Agreement on the basis of that independent investigation and analysis.

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3.1.10 Statements and Information Submitted by Contractor.

The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct and are complete in all material respects on and as of the Effective Date of this Agreement.

Section 3.2 City Representations and Warranties.

City covenants, represents, and warrants the following to Contractor for the purpose of inducing Contractor to enter into this Agreement, all of which are true as of the Effective Date of this Agreement:

3.2.1 City Status.

City is a municipal corporation, duly organized and validly existing under the Constitution and laws of the State.

3.2.2 City Authorization.

City has full legal right, power and authority to execute, deliver and perform its obligations under this Agreement.

Section 3.3 Agreement Duly Executed.

The Persons signing this Agreement on behalf of City have been duly authorized to do so and this Agreement constitutes a legal, valid and binding obligation of City.

ARTICLE 4 EFFECTIVE DATE AND TERM

Section 4.1 Effective Date.

The Effective Date of this Agreement is July 1, 2024, subject to the conditions set forth in Section 4.2.

Section 4.2 Conditions to Effectiveness of Agreement.

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

4.2.1 Accuracy of Representation.

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

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4.2.2 Absence of Litigation.

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

4.2.3 Effectiveness of City Council Action.

City Council's resolution approving this Agreement will have become effective pursuant to California law on or before the Effective Date.

Section 4.3 Notice of Failure to Satisfy Condition.

If either Party asserts that a condition precedent to the effectiveness of this Agreement set forth in Section 4.2 has not been satisfied and has not been waived, it must deliver written notice to that effect to the other Party on or before the Effective Date. If no such notice is received, the Agreement will become effective on the Effective Date.

Section 4.4 Term.

The Term of this Agreement will begin on the Effective Date through June 30, 2029, unless this Agreement is terminated sooner pursuant to Article 19 or extended pursuant to Section 4.5.

Section 4.5 Extension of Term.

The Parties agree that no more than two (2) extensions of the Agreement term shall be permitted. The first extension, for a period of five (5) years, is contingent upon the City's determination that Contractor has satisfactorily fulfilled its obligations under the Agreement, as detailed in Sections 4.5.1, 12.3.2, and 13.13. The second extension, which may be for a period of up to five (5) years, shall be granted solely at City's absolute discretion as outlined in Sections 4.5.2.

4.5.1 Performance Based Extension.

First Extension. Subject to Section 4.6, no later than one (1) year prior to the expiration of the initial Term of June 30, 2029, Contractor may submit a written application to the City for a five (5) year extension of the Term. The application must include detailed and complete information, data, records and reports (collectively "Performance Information") that Contractor believes adequately demonstrates its compliance with the conditions set forth in Subsections 4.5.1 through 4.5.5 during the Term. Contractor must also provide further Performance Information as reasonably requested by the City to assess compliance with Subsections 4.5.1 through 4.5.5. Failure to timely submit the required Performance Information may result in the denial of the extension.

4.5.2 City will promptly notify Contractor in writing once it has determined that the application is complete and all required Performance Information has been received ("Application Completion"). Within 120 Days of Application Completion, the City Manager will notify Contractor in writing of the City's decision on whether Contractor has, in the City's reasonable determination, satisfied the conditions set forth in Subsections 4.5.1

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through 4.5.5, and whether the extension is approved or denied. If the City determines that contractor has met the conditions, the City Manager shall approve the extension. If the extension is approved, the City will provide Contractor with an amendment to the Agreement reflecting the updated Term, to be executed by the designated representatives of the Parties.

4.5.3 Discretionary Extension

Second Extension. Subject to Section 4.6, no later than one (1) year prior to the expiration of a City approved second extension of the Term, Contractor may submit a written application to the City for a second extension of the Term, not to exceed five (5) years. The application must include all Performance Information and any other materials the Contractor wishes the City to consider in its decision. Within 120 days of receiving the application, the City Manager will provide written notice to Contractor regarding the City's decision to approve the requested extension, approve a shorter extension, or deny the request. If the City requires additional information from Contractor, the decision period may be extended by up to sixty (60) days, as determined by City Manager. The City's decision to approve, grant a shorter extension, or deny the second extension request will be made at City's sole and absolute discretion, with or without consideration of Contractor's performance and without any obligation to provide a reason. Contractor acknowledges and agrees that the City may deny the extension request even if the Performance Information clearly demonstrates compliance with Subsections 4.5.1 through 4.5.5.

4.5.4 Diversion Compliance.

Contractor has complied with the Diversion requirements set forth in Article 8.

4.5.5 Customer Satisfaction.

Pursuant to Customer satisfaction surveys conducted according to Subsection 10.8.4, City has determined that Customers are satisfied with Collection services provided by Contractor under this Agreement.

4.5.6 Timely Payment of Fees.

Contractor has not been delinquent in the payment of any money due to City under this Agreement more than once each Fiscal Year or at any time longer than five (5) Days. City has not received written notice that Contractor has been delinquent in the payment of any sums or amounts due third parties with respect to Solid Waste Disposal and processing fees.

4.5.7 No Transfer.

This Agreement has not been transferred pursuant to Article 22.

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Section 4.6 Effect of Deficiency, Default or Breach.

If the Contractor receives more than three (3) Notifications of Deficiency from the City under Article 19 during the evaluation period for an extension and fails to address these deficiencies in a timely manner or to the City's satisfaction, or if the Contractor has been in material default or breach at any point during the term, the Contractor will not be eligible for an extension. The City in its sole discretion may deny the Contractor's request for an extension.

Section 4.7 Survival of Certain Provisions.

The following provisions will survive the Term of this Agreement: the obligation to make any outstanding payments to City under Article 12; all representations, warranties and certifications provided under Article 13; the Act reporting requirements set forth in Article 14; the Indemnification obligations set forth in Article 16; and any other rights or obligations of the Parties expressly stated to survive the Term of this Agreement.

ARTICLE 5 FRANCHISED SERVICES

Section 5.1 General.

To protect the public health and safety, Contractor must provide all labor, equipment, material, supplies, supervision and all other items necessary to perform the work and provide the services described at the times and in the manner required by this Agreement, including the Collection of all Solid Waste generated or accumulated within City from Residential Premises, Commercial Premises, and City Facilities Premises covered by this Agreement not less often than once per week. The enumeration of, and specification of requirements for, particular items of labor, equipment, material, supplies or supervision will not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated elsewhere in this Agreement or not.

The work performed and the services provided by Contractor under this Agreement must be done in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Handling Services.

Section 5.2 Residential Cart Collection Services – Single-Family Dwellings (SFD).

5.2.1 SFD Solid Waste Cart Service. (State Mandated Program)

Contractor must Collect Solid Waste from SFD Customers according to the following:

a. Contractor must provide Customers SFD Solid Waste Collection Service according to Article 12 on the Customer's Collection Day not less than once every week; and

b. Contractor must provide each Customer with one (1) Solid Waste Cart. Contractor must provide each Customer with the choice of the following Cart capacities: thirty-two (32), sixty-four (64) or ninety-six (96) gallons; and

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c. Upon request by a Customer, Contractor must provide the Customer with additional Solid Waste Carts at capacities requested by the Customer; and

d. Contractor must Collect all Solid Waste placed for Collection at Curbside using automated Collection vehicles, unless Backyard Cart Service is provided pursuant to Subsection 5.2.6 or the Customer has a Permitted Set-Out Site. If a Customer has additional Solid Waste that does not fit in the Cart, Customer may call Contractor to request an additional pick-up. If a Customer routinely places for Collection Solid Waste outside the Cart, Contractor will work with the Customer to determine if the Customer requires additional or larger Solid Waste Carts.

5.2.2 SFD Recyclables Cart Service. (State Mandated Program)

Contractor must Collect Source Separated Recyclables from SFD Customers according to the following:

a. Contractor must provide Customers SFD Recyclables Collection Service according to Article 12 on the Customer's Collection Day not less than once every week; and

b. Contractor must provide each Customer with one (1) Recyclables Cart of a capacity of ninety-six (96) gallons, unless Customer requests a Cart with a capacity of sixty-four (64) gallons; and

c. Upon request by a Customer, Contractor must provide the Customer with additional Recyclables Carts at capacities requested by the Customer, at no cost to the Customer; and

d. Contractor must Collect all Source Separated Recyclables placed for Collection at Curbside using automated Collection vehicles, unless Backyard Cart Service is provided pursuant to Subsection 5.2.6 or the Customer has a Permitted Set-Out Site. If a Customer occasionally places Source Separated Recyclables adjacent to Carts, Contractor must also Collect those Recyclables. If a Customer routinely places for Collection Source Separated Recyclables outside the Cart, Contractor will work with the Customer to determine if the Customer requires additional Recyclables Carts.

5.2.3 SFD Green Waste Cart Service. (State Mandated Program)

Contractor must Collect Source Separated Green Waste from SFD Customers according to the following:

a. Contractor must provide Customers SFD Green Waste Collection Service according to Article 12 on the Customer's Collection Day not less than once every week; and

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b. Contractor must provide each Customer with one (1) Green Waste Cart of a capacity of ninety-six (96) gallons; and

c. Upon request by a Customer, Contractor must provide the Customer with additional Green Waste Carts at the capacity of ninety-six (96) gallons; and

d. Contractor must Collect all Source Separated Green Waste placed for Collection at Curbside using automated Collection vehicles, unless Backyard Cart Service is provided pursuant to Subsection 5.2.6 or the Customer has a Permitted Set-Out Site. If a Customer has additional Source Separated Green Waste that does not fit into the Cart, Customer may call Contractor to request an additional pick up. If a Customer routinely places for Collection Source Separated Green Waste outside the Cart, Contractor will work with the Customer to determine if the Customer requires additional Green Waste Carts.

5.2.4 SFD Organics Cart Service. (State Mandated Program)

Contractor must Collect Source Separated Organics from SFD Customers according to the following:

a. Contractor must provide Customers SFD Organics Collection Service according to Article 12 on the Customer's Collection Day not less than once every ~~other~~ week; and

b. Contractor must provide each Customer with one (1) Organics Cart of a capacity of ninety-six (96) gallons; and

c. Upon request by a Customer, Contractor must provide the Customer with additional Organics Carts at the capacity requested by the Customer; and

d. Contractor must Collect all Source Separated Organics placed for Collection at Curbside using automated Collection vehicles, unless Backyard Cart Service is provided pursuant to Subsection 5.2.6. If a Customer has additional Source Separated Organics Waste that does not fit into the Cart, Customer may call Contractor to request an additional pick up. If a Customer routinely places for Collection Source Separated Organics Waste outside the Cart, Contractor will work with the Customer to determine if the Customer requires additional Organics Carts.

5.2.5 SFD Bin Service.

Upon request of a Customer, Contractor may establish Bin service for a residential property for the applicable charges under Article 12. No such Bin may be placed or left in the public right-of-way.

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5.2.6 SFD Backyard Cart Service.

Upon request by a SFD Customer, Contractor will provide Backyard Cart Service for compensation according to Article 12.

Section 5.3 Residential Cart Collection Services – Multi-Family Dwellings (MFD).

5.3.1 MFD Solid Waste Cart Service.

For MFD Customers that do not have space for or do not generate enough Solid Waste to require the use of Bins for Collection, Contractor must Collect Solid Waste from MFD Customers according to the following:

a. Contractor must provide Customers MFD Solid Waste Collection Service according to Article 12 on the Customer's Collection Day not less than once every week; and

b. Contractor must provide each Customer with one (1) Solid Waste Cart. Contractor must provide each Customer with the choice of the following Cart capacities: thirty- two (32), sixty-four (64) or ninety-six (96) gallons; and

c. Upon request by a Customer, Contractor must provide the Customer with additional Solid Waste Carts at capacities requested by the Customer; and

d. Contractor must Collect all Solid Waste placed for Collection at Curbside using automated Collection vehicles, unless the Customer has a Permitted Set-Out Site. If a Customer has additional Solid Waste that does not fit in the Cart, Customer may call Contractor to request an additional pick-up. If a Customer routinely places for Collection Solid Waste outside the Cart, Contractor must work with the Customer to determine if the Customer requires additional or larger Solid Waste Carts.

5.3.2 MFD Recyclables Cart Service. (State Mandated Program)

For MFD Customers that do not have space for or do not generate enough Recyclables to require the use of Bins for Collection, Contractor must Collect Source Separated Recyclables from MFD Customers according to the following:

a. Contractor must provide Customers MFD Recyclables Collection Service according to Article 12 on the Customer's Collection Day not less than once every week; and

b. Contractor must provide each Customer with one (1) Recyclable Cart of a capacity of ninety-six (96) gallons; and

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c. Upon request by a Customer, Contractor must provide the Customer with additional Recyclables Carts at the capacity requested by the Customer; and

d. Contractor must Collect all Source Separated Recyclables placed for Collection at Curbside using automated Collection vehicles, unless the Customer has a Permitted Set-Out Site. If a Customer occasionally places Source Separated Recyclables adjacent to Carts, Contractor must also Collect those Recyclables. If a Customer routinely places for Collection Source Separated Recyclables outside the Cart, Contractor must work with the Customer to determine if the Customer requires additional Recyclables Carts.

5.3.3 MFD Green Waste Cart Service. (State Mandated Program)

Contractor must Collect Source Separated Green Waste from MFD Customers according to the following:

a. Contractor must provide Customers MFD Green Waste Collection Service according to Article 12 on the Customer's Collection Day not less than once every week; and

b. Contractor must provide each Customer with one (1) Green Waste Cart of a capacity of ninety-six (96) gallons; and

c. Upon request by a Customer, Contractor must provide the Customer with additional Green Waste Carts at the capacity requested by the Customer; and

d. Contractor must Collect all Source Separated Green Waste placed for Collection at Curbside or at set-out site using automated Collection vehicles. If a Customer has additional Source Separated Green Waste that does not fit the Cart, Customer may call Contractor to request an additional pick up. If a Customer routinely places for Collection Source Separated Green Waste outside the Cart, Contractor must work with the Customer to determine if the Customer requires additional Green Waste Carts.

Section 5.4 Additional Residential Cart Services.

5.4.1 Go-Back Service.

If a Residential Customer has forgotten or otherwise missed the designated time on Customer's Collection Day to place a Cart at Curbside or a Permitted Set-Out Site for Collection, Contractor will provide a Go-Back Service to Customers at the applicable Rate according to Article 12 for each occurrence as follows:

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a. If the Customer contacts Contractor before noon on the Customer's Collection Day, Contractor will return to the Residential Premises the same Business Day; or

b. If the Customer contacts Contractor after noon on the Customer's Collection Day, Contractor will return to the Residential Premises the next Business Day.

Section 5.5 Residential Bin Collection Services – Multi-Family Dwellings.

5.5.1 MFD Solid Waste Bin Service.

Contractor must Collect Solid Waste from MFD Customers according to the following:

a. Contractor must provide Customers MFD Solid Waste Collection for compensation according to Article 12 on the Customer's Collection Day not less than once and up to six (6) times per week; and

b. Additional Bin Collections may be requested by the Customer for any Business Day; and

c. Contractor must provide each Customer with one (1) Solid Waste Bin. Contractor must provide each Customer with the choice of the following Bin capacities: 1.5 and 3 cubic yards; and

d. Upon request by a Customer, Contractor must provide the Customer with additional Bins at capacities requested by the Customer; and

e. Customers must have adequate space for a Bin on the Customer's premises and not within the public right-of-way; and

f. Contractor must Collect all Solid Waste placed for Collection at a Permitted Set-Out Site.

5.5.2 MFD Recyclables Bin Service (State Mandated Program).

Contractor must Collect Source Separated Recyclables from MFD Customers according to the following:

a. Contractor must provide MFD Recyclables Collection Service and any additional Recyclables Bin Collections to Customers in accordance with Article 12.

b. Contractor must provide Customers with at least one (1) Recyclables Bin. Customers will have the choice of the following Bin capacities: 1.5 and 3 cubic yards; and

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c. Contractor must provide the Customer with additional Bins at capacities requested by the Customer; and

d. Contractor must provide MFD Recyclables Collection Service on the Customer's Collection Day not less than once and up to six (6) times per week; and

e. An additional Bin Collection may be requested by the Customer for any Business Day; and

f. Customers must have adequate space for a Bin on the Customer's premises and not within the public right-of-way; and

g. Contractor must Collect all Source Separated Recyclables placed for Collection at a Permitted Set-Out Site.

5.5.3 MFD Green Waste Cart/Bin Service. (State Mandated Program).

Contractor must Collect Source Separated Green Waste from MFD Customers according to the following:

a. Contractor must provide Customers MFD Green Waste Collection Service at the applicable Rate for such service according to Article 12 on the Customer's Collection Day not less than weekly or as arranged; and

b. Contractor must provide each Customer with one (1) Green Waste Cart or Bin of an adequate size for Green Waste generated on site; and

c. Contractor must provide the Customer with additional Green Waste Carts at the capacity requested by the Customer; and

d. Contractor must Collect all Source Separated Green Waste placed for Collection at Curbside or at Set-Out Site using automated Collection vehicles. In the event that a Customer has Source Separated Green Waste that does not fit in the Cart or Bin, Customer may call Contractor to request an additional pick up. If a Customer routinely places for Collection Source Separated Green Waste outside the Cart or Bin, Contractor must work with the Customer to determine if the Customer requires additional Green Waste Carts or a larger Bin.

5.5.4 MFD Organics Waste Cart/Bin Service. (State Mandated Program).

Contractor must Collect Source Separated Organics Waste from MFD Customers according to the following:

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a. Contractor must provide Customers MFD Organics Waste Collection Service according to Article 12 on the Customer's Collection Day not less than weekly or as arranged; and

b. Contractor must provide each Customer with one (1) Organics Waste Cart or Bin of an adequate size for Organics Waste generated on site; and

c. Contractor must provide the Customer with additional Organics Waste Carts/Bins at the capacity requested by the Customer; and

d. Contractor must Collect all Source Separated Organic Waste placed for Collection at Curbside or at Set-Out Site using automated Collection vehicles. In the event that a Customer has Source Separated Organic Waste that does not fit in the Cart or Bin, Customer may call Contractor to request an additional pick up. If a Customer routinely places Collection Source Separated Organic Waste outside the Cart or Bin, Contractor must work with the Customer to determine if the Customer requires additional Organic Waste Carts or a larger Bin.

Section 5.6 Additional Residential Cart/Bin Services.

5.6.1 Padlock Rental and Padlock or Bar Lock Installation Service.

Upon request by a Residential Customer, Contractor must provide a padlock or bar lock installation service, which includes providing a Bin with lockable lids and a padlock or bar lock, and unlocking and re-locking the Bin each time it is serviced. Contractor must provide the padlock or bar lock installation service for compensation according to Article 12 paid by the Customer for each Bin. Contractor must provide padlocks for monthly rental for compensation according to Article 12.

5.6.2 Overloaded Cart/Bin Collection Service.

Contractor must provide Collection services of Overloaded Carts or Bins for compensation according to Article 12.

5.6.3 Bin Steam Cleaning Services.

Upon request by a Residential Customer, Contractor must provide steam cleaning services of Bins. All Bin steam cleaning services must be provided on Contractor-owned or -leased premises. Contractor must provide Bin steam cleaning services once per Fiscal Year at no additional charge to City or Customers and for two more times per Fiscal Year for compensation according to Article 12.

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Section 5.7 Additional Residential Collection Services.

5.7.1 Bulky Items and White Goods Collection; Optional Additional Collection.

a. Single Family Dwelling (SFD) Residential Premises: Contractor must provide up to four (4) free On-Call Services per Calendar Year. The items must be placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Customer, which provides safe and efficient accessibility by Contractor's crew(s) and vehicle(s). Requests will be handled within a week of the request. Additional pickups above the allowed amount will be charged per Exhibit "B".

b. Multi-Family Dwellings (MFD) Residential Premises: Contractor must provide On-Call bulky item collection services for Multi-Family Dwellings (MFD) based on 50% of the units in a MFD per Calendar Year. For example, if the MFD has ten (10) units, they will receive five (5) free on-call pickups per calendar year. Upon receiving a request from the Customer, the Contractor shall collect bulky items on a day and time designated by the Contractor. Requests will be handled within a week of the request. Additional pickups above the allowed amount will be charged per Exhibit "B".

c. Upon receiving a request from a Customer, Contractor must Collect Bulky Items within seven (7) Business Days on a Day and at a time designated by Contractor. Contractor shall provide Bulky Items Collection to Residential Customers at no additional charge to City or Customers.

d. Bulky items collected by the contractor may not be landfilled or disposed of until the following hierarchy has been followed by the Contractor:

1. Reuse item if energy efficient
2. Dissemble for reuse and recycling
3. Recycle through participation of charitable organization

5.7.2 Disposal E-Waste.

Contractor must provide unlimited E-Waste drop-off for Customers at the Designated Transfer and Processing Facility or such other location as the Parties may mutually agree.

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5.7.3 Holiday (Christmas) Trees Collection and Extra Collection Service.

Contractor must Collect Holiday (Christmas) Trees from Residential Premises and multi-family dwellings placed Curbside or at a Permitted Set-Out Site for Collection on the Customer's Collection Day. The Holiday (Christmas) Tree Collection will commence on the first Collection after December 25 and will conclude the end of the second week of January. Holiday (Christmas) Trees are to be free of all ornamentation and the stands must be removed. Contractor must provide Holiday (Christmas) Tree Collection to Residential Customers at no additional charge to City or Customers according to Article 12. Contractor must cooperate with City to promote this program. During the period between December 26 and the end of the second week of January, Residential Customers may also place double the Customer's weekly amount of Solid Waste or Recyclables in paper or plastic bags, or closed boxes or containers, at the Curbside on their Collection Day at no extra charge.

5.7.4 Household Battery Collection.

Contractor must, at no additional cost to City, collect household batteries, including but not limited to, ni-cad, alkaline, lead acid, lithium, button, rechargeable, and other non-alkaline batteries at drop-off sites in the City that are designated by City. All batteries Collected must be recycled or disposed of in a manner approved by City.

Section 5.8 Commercial Cart Collection Services.

5.8.1 Commercial Solid Waste Cart Service.

For Commercial Customers that do not have space for or do not generate enough Solid Waste to require the use of Bins for Collection, Contractor must provide Commercial Solid Waste Collection Service according to the same Solid Waste Cart Collection services provided for MFD Customers in Subsection 5.3.1. Contractor must provide Commercial Solid Waste Collection Service to Customers for compensation according to Article 12.

5.8.2 Commercial Recyclables Cart Service (State Mandated Program).

For Commercial Customers that do not have space for or do not generate enough Recyclables to require the use of Bins for Collection, Contractor must provide Commercial Recyclables Collection Service according to the same Recyclables Cart Collection services provided for MFD Customers in Subsection 5.3.2, except that Contractor must provide Commercial Recyclables Collection Service on the Customer's Collection Day not less than weekly.

5.8.3 Commercial Green Waste Cart Service. (State Mandated Program)

Contractor must Collect Source Separated Green Waste from Commercial Customers who do not have enough material for a Bin. This service must be provided according to Green Waste Cart services provided for MFD Customers in Subsection 5.3.3, except that Contractor must provide Commercial Green Waste Collection Service on the Customer's Collection Day not less than weekly. Contractor must provide Commercial Green Waste Collection Service to Customers for compensation according to Article 12.

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Section 5.9 Additional Commercial Cart Services.

5.9.1 Padlock Rental and Installation Service.

Upon request by a Commercial Customer, Contractor must provide a padlock installation service, which includes providing a Cart with lockable lids and a lock and unlocking and re- locking the Cart each time it is serviced. Contractor must provide the padlock installation service for compensation according to Article 12 for each Cart. Contractor must also provide padlocks for monthly rental according to Article 12.

5.9.2 Go-Back Service.

In the event that a Commercial Customer has forgotten or otherwise missed the designated time on Customer's Collection Day to place a Cart at Curbside or a Permitted Set-Out Site for Collection, Contractor must provide a Go-Back Service to return to the Commercial Premises the same Day, if the Customer contacts Contractor before noon on the Customer's Collection Day, or the following Business Day, if the Customer contacts Contractor after noon on the Customer's Collection Day, to provide Collection services. Contractor must provide the Go-Back Service for compensation according to Article 12 for each occurrence.

Section 5.10 Commercial Bin Collection Services.

5.10.1 Commercial Solid Waste Bin Service.

Contractor must provide Commercial Solid Waste Collection Service to Commercial Customers according to the same Solid Waste Bin Collection services provided for MFD Customers in Subsection 5.6.1.

5.10.2 Commercial Recyclables Bin Service (State Mandated Program).

Contractor must Collect Source Separated Recyclables from Commercial Customers according to the same Recyclable Bin Services provided for MFD Customers in Subsection 5.6.2, except Customers must generate a minimum of nine (9) cubic yards of Solid Waste weekly to qualify for free Recycling Bins.

5.10.3 Commercial Green Waste Bin Service. (State Mandated Program).

For any Commercial Customer, Contractor must provide Commercial Green Waste Collection Service to Commercial Customers according to the same Green Waste Bin Collection services provided for MFD Customers in Subsection 5.5.3, unless the Customer has an approved Organics Waiver issued by the City.

5.10.4 Commercial Organics Waste Bin Service.

Contractor must provide Commercial Organics Waste Collection Service to applicable Commercial Customers according to the same Solid Waste Bin Collection services provided for MFD Customers in Subsection 5.5.4, except that Customers may also request Cart service, unless the Customer has an approved Organics Waiver issued by the City.

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Section 5.11 Additional Commercial Bin Services.

5.11.1 Padlock Rental and Padlock or Bar Lock Installation Service.

Upon request by a Commercial Customer, Contractor must provide a padlock or bar lock installation service, which includes providing a Bin with lockable lids and a padlock or bar lock and unlocking and re-locking the Bin each time it is serviced. Contractor must provide the padlock or bar lock installation service for compensation according to Article 12. Contractor must provide padlocks for monthly rental for compensation according to Article 12.

5.11.2 Overloaded Bin Collection Service.

Contractor must provide Collection services of Overloaded Bins to Commercial Customers for compensation according to Article 12.

5.11.3 On-Call Recycling Bin Collection Service.

Contractor must provide On-Call Services for the Collection of Source Separated Recyclables Bins from Commercial Premises. On-Call Services for Bin Collection may be requested by the Customer for any Business Day. Contractor must provide On-Call Services for Bin Collection to Customers for compensation according to Article 12.

5.11.4 Bin Steam Cleaning Services.

Upon request by a Commercial Customer, Contractor must provide steam cleaning services of Bins. All Bin steam cleaning services must be provided on Contractor-owned or -leased premises. Contractor must provide Bin steam cleaning services once per Fiscal Year at no additional charge to City or Customers and for two more times per Fiscal Year for compensation according to Article 12.

Section 5.12 Commercial Roll-Off Collection Services.

Upon request by a Commercial Customer, Contractor must provide Roll-Off Collection services according to this Section. Contractor must provide Roll-Off Boxes at capacities of between 10 to 40 cubic yards for monthly rental for compensation according to Article 12. Contractor must provide Collection services to the Designated Transfer and Processing Facility, Contractor's Facilities and the Designated Disposal Site for compensation according to Article 12 based on the capacity of the Roll-Off Box, the destination of the Collected load and whether the load is compacted or non-compacted. Roll-Off Collection services include Disposal services for compensation according to Article 12, which Rate must be the same regardless of whether the load is compacted or non-compacted.

Section 5.13 Compactor Steam Cleaning Services.

Upon request by a Commercial Customer, Contractor must provide steam cleaning services of Contractor owned compactors. All compactor steam cleaning services must be provided on Contractor-owned or -leased premises. Contractor must provide compactor steam cleaning services once per Fiscal Year at no additional charge to Customers and for two or more times per Fiscal Year for compensation according to Article 12 for each compactor.

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Section 5.14 City Facilities Premises Services.

Contractor must provide Containers and Collect all Solid Waste, Source Separated Recyclables, Green Waste and Organic Waste put in Containers for Collection at all City Facilities Premises identified in Exhibit D at no charge to City. All materials collected from City Containers must be processed at Contractor's Designated Transfer and Processing Facility. Contractor must provide Collection services at reasonable service levels, based on quantity and capacity of Containers and number of Collections, as provided in Exhibit D. If service levels are not sufficient to ensure Containers do not become full, service levels must be increased at no charge to City. The City Manager may change the level of service and may revise the list of City Facilities Premises identified in Exhibit D during the Term at no charge to City. The City Manager must provide any such changes to Contractor in writing. Collections must be scheduled on Days and at times mutually agreed upon by Contractor and City Manager.

Section 5.15 City-Sponsored Events, Programs and Construction Projects.

Contractor must provide Solid Waste Collection Service, including Source Separated Recyclable Collection and Organics (green waste and food waste) Collection, for City sponsored events upon the request of the City Manager. Contractor must provide containers to collect all Solid Waste, Source Separated Recyclables and Organics. Contractor and the City Manager will mutually agree upon the number and location of containers necessary for each City-sponsored event prior to the event. Contractor must provide these services at City-sponsored events at no charge to the City. The City Manager may revise the list of City sponsored events identified in Exhibit I during the Term at no charge to City.

Contractor agrees to coordinate with the City on outreach and education programs and to share information about City-sponsored events, programs, and projects with residents, businesses, restaurants, and other Customers.

At the request of City Manager, Contractor must provide Containers for City programs and construction projects not to exceed six (6) forty cubic yard boxes each year. Containers can be used either separately or as a onetime combination.

Section 5.16 Abandoned Items.

Contractor must regularly Collect from City's Corporation Yard all Bulky Items and other Solid Waste discarded legally or illegally in the public right-of-way or on other City-owned property that is removed from such locations by City employees and contractors and taken to the Corporation Yard.

Section 5.17 Mulch Give-Away.

Upon request from the City, the Contractor shall provide mulch in a volume of up to ten (10) roll-off boxes of a capacity of forty (40) cubic yards each per calendar year for the use and benefit of the City and/or residents. The City shall provide the location for the placement of the roll-off boxes or a bulk delivery and will establish limits for the residents. This will be provided at no charge to the City. Any requests above the allowed amount will be at an additional cost. All mulch provided must be compliant with the procurement requirements established by SB 1383

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and the City's Mandatory Organic Waste Disposal Reduction Ordinance.

Section 5.18 Compost Bin and Motor Oil Receptacle Distribution Program.

City will purchase, promote, and sell at cost, and Contractor will, at no additional cost to City or Customers, store and distribute compost bins, and reusable motor oil collection receptacles and funnels for Customers.

Section 5.19 Community Development Review Services.

Upon request from the City Manager, Contractor must review building permit applicants' plans and advise applicants regarding adequacy of Container storage space and access, particularly to accommodate the Collection of Solid Waste and Source Separated Recyclables. Contractor must provide this service at no charge to City.

Section 5.20 Meet and Confer Regarding Additional Recycling Programs.

Contractor may request from time to time that the City Manager amend the Recyclables Schedule (Exhibit G) to add or remove materials from the approved list of Recyclables.

Contractor must submit within thirty (30) Days of a request by the City Manager a progress report to City on the food waste diversion program. The report must include program barriers, successes, permitting, implementation, costs and projected timeline. City will review the report to identify potential issues or enhancements and meet and confer with Contractor to discuss the programs feasibility and necessary modifications to optimize the program based on the evaluation findings.

Upon City's request, Contractor must meet and confer with City regarding these and any additional recycling service programs. Contractor must meet and confer with City at any time and as often as City requests during the Term. Contractor and City must consider the following: the design and implementation of an outreach and education program to communicate with businesses, restaurant establishments and other Customers and the potential uses of the materials collected as part of these programs.

City may direct Contractor to perform additional services (including new diversion programs, etc.), or to modify the method by which it performs existing services or bills for services. Pilot programs and innovative services that may entail new collection methods, different kinds of services or new requirements for customers, are included among the kinds of changes that City may direct. Contractor may be entitled to an adjustment in its compensation for providing those additional or modified services provided the need for such compensation is demonstrated to City's satisfaction.

In conjunction with the requirements above, Contractor must present, within 30 days of a request from City, a proposal to provide additional or expanded diversion services. The proposal must contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.).
- Equipment to be used (vehicle number, types, capacity, age, etc.).

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- Labor requirements (number of employees by classification).
- Type of containers to be used.
- Program publicity, education, and marketing.
- Three-year projection of the financial results of the program's operations in an operating statement format, including documentation of the key assumptions underlying the projections and the support for those assumptions.

Section 5.21 Street Sweeping.

Contractor agrees to provide or cause to be provided Street Sweeping Services in the City as detailed in Exhibit H.

ARTICLE 6 OPERATIONS

Section 6.1 Collection Hours and Collection Schedule.

6.1.1 Residential Collection Regular Hours of Collection.

Solid Waste, Source Separated Recyclables, Source Separated Green Waste, and Source Separated Organic Waste including all additional services provided to Residential Premises, must be Collected from Residential Premises on Business Days between 7:00 a.m. and 5:00 p.m. on Monday through Friday. If during a week following a Holiday an additional day is needed for Collections, Contractor may schedule Collections between 7:00 a.m. and 5:00 p.m. on a Saturday.

6.1.2 Commercial and City Facilities Collection Regular Hours of Collection.

Solid Waste, Source Separated Recyclables, Source Separated Green Waste, and Source Separated Organic Waste including all additional services provided to Commercial Premises, must be Collected from Commercial Premises and City Facilities Premises on Business Days between 7:00 a.m. and 5:00 p.m. If during a week following a Holiday an additional day is needed for Collections, Contractor may schedule Collections between 7:00 a.m. and 5:00 p.m. on a Sunday.

6.1.3 Holiday Schedule.

Contractor must provide Collection services scheduled for a Holiday on the Business Day immediately following the Holiday. Contractor must provide affected Customers advance written notice of that change in the following manners:

a. An insert in the Bill immediately preceding the Holiday; and

b. By email to Customers that have provided an email address; and

c. In a newsletter sent to Customers before the Holiday; and

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d. Notice in the local newspaper.

6.1.4 Noise Exceptions to Regular Hours of Collection.

City may restrict or require modifications to hours for Collection from Commercial Premises and City Facilities Premises to resolve noise Complaints. Any City ordinances, resolutions or other regulations that regulate noise limits and limits the hours of Collection more restrictively than the preceding Subsections, the terms of the City ordinance, resolution or other regulation will govern.

6.1.5 Emergency Exception to Regular Hours of Collection.

In the event of an emergency in which City may request the assistance of Contractor pursuant to Article 18, Contractor must provide Collection service that may or may not be within the regular hours of Collection.

Contractor must coordinate all emergency requests using site specific work orders and details provided by City. All work must be itemized and billed by work order using approved hourly rates and rate structure, in order that all expenses are eligible for reimbursement by State or federal emergency management agencies.

6.1.6 Collection Schedule Changes.

Contractor must notify each Customer of any change in that Customer's Collection Day in each of the following manners:

a. On a tag attached to each Residential Customer's Container on that Customer's Collection Day immediately preceding the change; and

b. By phone or in person to each Commercial Customer the week preceding the change; and

c. By email to Customers who have provided an email address; and

d. Notice in the local newspaper; and

e. By any other manner and time requested by City.

Section 6.2 Service Exceptions and Non-Collection Notices.

Contractor is not required to provide Collection services in the following events or circumstances, provided Contractor takes the stated action:

6.2.1 Contaminated Materials and Monitoring.

Customer has discarded other than Recyclables in the Recyclables Container and other than Green and Organic Waste in the Green Waste Container. Contractor must attach a non-Collection notice to the Container. The notice must explain the reason for the non-

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Collection and provide information listing examples of Recyclables, Green and Organic Waste and how to discard these materials.

Contamination Protocols: Recyclable Materials and Organic Waste Contamination in containers, carts or bins. Contamination of Recyclable Materials and Organic Waste in containers, carts, or bins will be assessed by visual or digital inspection. Recyclable Materials will be considered contaminated if they are mixed with 10% or more (by weight or volume) of Solid or Organic Waste. Organic Waste will be considered contaminated if it contains 3% or more (by volume) of Solid Waste or Recyclable Materials. The Contractor agrees to perform contamination inspection and enforcement protocols as outlined in Chapter 9.05 of Title 9 of the Camarillo Municipal Code and state regulations.

6.2.2 Uncontained Solid Waste.

If a Customer disposes of Solid Waste outside a Container, unless otherwise permitted by this Agreement (such as Bulky Items, E-waste, White Goods and Holiday (Christmas) Trees) the Contractor must affix a non-Collection notice to the uncontained Solid Waste or Customer's adjacent Container. The notice must explain the reason for the non-Collection and provide details on when, where and what uncontained Solid Waste the Customer can discard for Collection.

6.2.3 Excess Weight.

Customer's Container exceeds weight limits posted on the Container. Contractor must attach a non-Collection notice to the Container. The notice must explain the reason for the non-Collection.

6.2.4 Hazardous Waste.

In the event Contractor determines that Containers contain Hazardous Waste, other than Household Hazardous Waste not discovered and identified by Contractor acting under its Hazardous Waste Handling Protocol submitted to City pursuant to Section 6.7, Contractor must implement its Hazardous Waste Handling Protocol. Contractor must attach a non-Collection notice to the Container if Contractor determines that it is safe to not Collect the Hazardous Waste. The notice must explain the reason for non-Collection and must provide the Customer with written information about the proper Disposal of Hazardous Waste. Contractor must report such non-Collection to City in the Quarterly Report provided to City pursuant to Section 13.4.

6.2.5 Improper Set-Out Site.

Customer has not set out the Container Curbside or at a Permitted Set-Out Site, excluding Customers provided Backyard Cart Service. If access to the Container is possible, Contractor must attach a non-Collection notice to the Container. The notice must explain the reason for non-Collection.

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6.2.6 Health or Safety Threat.

Contractor determines that any condition at or near any Set-Out Site presents a health or safety threat to Contractor's employees. Contractor must immediately notify the Customer in person, by phone, email or other means available to Contractor. Upon authorization by the City Manager, Contractor may discontinue Collection until the threat is eliminated.

Section 6.3 Route Maps, Schedules and Audits.

6.3.1 Route Maps and Schedules.

Contractor must provide route maps to City annually.

Within seven (7) Days of a City request, Contractor must provide City any or all of the following:

a. Maps showing Contractor's Solid Waste, Recyclables, Green and Organic Waste Collection routes; and

b. Route sheets listing the Customers' names, addresses, levels of service, day, and approximate time of Collection.

At least thirty (30) Days prior to any route changes, Contractor must give City revised maps and route sheets.

6.3.2 Route Audits.

Contractor shall provide annual route audits in compliance with 14 CCR Section 18984.5 Route Reviews to all sectors annually. Audits shall verify compliance with participation in the SB 1383 Organics program, the City Organics Ordinance, and Edible food recovery programs and contamination monitoring. Route audit results shall be. provided to the City and all routes shall be reviewed annually.

Section 6.4 Collection Vehicles.

Contractor warrants that it will provide an adequate number of Collection vehicles and equipment for the Collection and Disposal services for which it is responsible under this Agreement.

6.4.1 Air Emissions.

Contractor's Collection vehicles operating in the City must meet the current California Air Resources Board's emission standards for such vehicles.

6.4.2 Noise.

All Collection operations must be conducted as quietly as possible and must conform to all applicable regulations under Applicable Law. Contractor must submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing

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entity, for any Collection vehicle as to which City or Contractor has received more than one Complaint regarding excessive noise in any twelve (12) month period.

6.4.3 Vehicle Identification.

Contractor must place the following information on every Collection vehicle in letters and figures at least three inches (3") high in colors that contrast with the background:

a. Contractor's name, unless Contractor immediately notifies the City Manager that Contractor has substituted another vehicle without Contractor's name to temporarily provide Collection services when the vehicle that Contractor usually uses for Collection is undergoing service or repair; and

b. Contractor's toll-free telephone number; and

c. A unique vehicle number.

Contractor may place safety instructions on Collection vehicles. Contractor must not place any other words or pictures, except as provided herein, on Collection vehicles without City consent.

6.4.4 Leak Containment.

All Carts, Bins, and Containers must be leak-proof. Contractor may not allow any hazardous or non-hazardous liquids or other materials to leak from any vehicle. If leaks do occur, clean-up must be in accordance with the City's Watershed Management Program policies. Contractor must ensure that spill containment kits are provided to all Collection vehicles operating in the City and operators are trained on how to use them. This includes protecting outreach from nearby storm drains immediately to prevent materials entering the storm drain system and properly disposing of the cleanup materials. At City's request, Contractor must provide other cleaning services, such as steam cleaning sidewalks where a Cart, Bin or Container has leaked, pursuant to Subsection 10.3.3.

Contractor must keep a record of leaks including type, amount and action taken to clean it up. Contractor must report such leaks to City within twenty-four (24) hours of any occurrence and indicate incidents in the Quarterly Report provided to City pursuant to Section 13.4.

6.4.5 Maintenance and Safety.

Contractor must maintain Collection vehicles in clean condition and good repair to ensure that Collection vehicles operate properly and safely according to the following.

a. Leaks. Contractor must not allow hydraulic fluid or other liquid to leak from any vehicle and must immediately clean up any leaks. Contractor must have a spill remediation kit on board all vehicles operating within the City. Contractor must immediately protect any

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storm drain inlet from receiving hydraulic fluid or other liquids. Contractor must photograph any leak incident.

b. Inspections. Contractor must have the California Highway Patrol inspect each vehicle under law. Contractor must conduct additional inspections, such as brake testing, within seven (7) Days of a request from the City Manager. Contractor acknowledges that City may inspect any vehicle during normal business hours.

c. Maintenance Log and Safety Compliance Report. Within two (2) Business Days of a request from the City Manager, Contractor must provide City a copy of its vehicle maintenance log and any safety compliance report, including, but not limited to, any report issued under California Vehicle Code sections 34500 and following, as well as the biennial "BIT" inspections conducted by the California Highway Patrol.

d. Oil Recycling, Re-refined Oil. Contractor must Recycle all used oil from its vehicle maintenance operations and make reasonable business efforts to use re-refined oil.

6.4.6 Appearance.

Contractor acknowledges that it is important to City that Contractor presents a professional and well-maintained image. Contractor must wash and scrub bonnets of front-end loading vehicles each Business Day and the entire vehicle as often as necessary to preserve and maintain a professional and pleasing image, and within two (2) Days of a request from the City Manager. Contractor must paint vehicles within thirty (30) Days of a request from the City Manager.

6.4.7 Spare Vehicles.

Contractor must maintain a sufficient number of Collection vehicles, fully fueled and ready to dispatch, to replace any vehicle that breaks down on route so that Customer service is minimally delayed.

6.4.8 Sanitary Operation.

Contractor must comply with all measures and procedures promulgated by all agencies having jurisdiction over the safe and sanitary operation of Contractor's equipment.

Section 6.5 Personnel.

6.5.1 Key Personnel.

Contractor acknowledges that providing services under this Agreement is personal in nature because it requires continuous and extensive communication between Contractor's personnel and City staff, and knowledge of City streets, terrain and

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requirements under this Agreement. Contractor must use reasonable business efforts to provide City with thirty (30) Days' notice of a change in the following personnel:

a. Route supervisor, and

b. City liaison in Contractor's financial accounting department responsible for submitting reports with respect to Franchise Fees and other fees; and

c. City liaison in any Contractor department responsible for submitting reports with respect to Contractor's Diversion of Solid Waste in City.

In its notice to City, Contractor must include the name and professional qualifications of the replacement personnel. The City Manager may request, upon thirty (30) Days' prior notice, that Contractor use reasonable business efforts to appoint an alternative individual as the City liaison in any Contractor department responsible for submitting reports with respect to Contractor's Diversion of Solid Waste in City.

6.5.2 Workers' Compensation Modification Factor Documentation.

Within two (2) Business Days of a request from the City Manager, Contractor must provide City with Contractor's workers' compensation experience modification factor documentation.

6.5.3 Drivers.

Contractor must provide appropriate and applicable operational and safety training, including on-job-training by supervisors, to all employees that drive Collection vehicles or operate equipment for Collection. Contractor must train a sufficient number of employees to drive all Collection routes to ensure there is no lapse of Solid Waste Handling Services under this Agreement. Contractor must keep complete training records. Contractor must use reasonable business efforts to assign the same employees to drive identified routes to encourage accountability and enhance Customer relations. Contractor must provide a cell phone or an equivalent communication device to each employee that drives a Collection vehicle to keep in contact with Contractor's Customer service representatives, operation and maintenance personnel and the route supervisor. Contractor must carry out drug and alcohol testing of employees that drive Collection vehicles and must keep complete testing records. Contractor must make certain that all employees that drive Collection vehicles have in full force and affect a valid driver's license of the appropriate class issued by the California Department of Motor Vehicles and keep copies of such licenses.

6.5.4 Route Supervisor.

Contractor must assign qualified personnel to supervise field operations in the Service Area, including:

a. Checking that Collection meets specifications under this Agreement; and

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b. Making Collection improvements; and

c. Resolving field problems, such as reports of commingling Green Waste or Recyclables with Solid Waste; and

d. Responding to Complaints of Customers in person or by telephone, such as missed pickups, noise, litter, etc.

Contractor must provide the route supervisor a cell phone or an equivalent communication device to keep in contact with Contractor's Customer service representatives, operation and maintenance personnel, City and drivers.

6.5.5 Identification, Appearance and Conduct.

Contractor must ensure that all its employees who come into contact with the public present a neat, tidy and orderly appearance and clear identification as an employee of Contractor.

6.5.6 Gratuities.

Contractor may not, nor may it permit any officer, agent or employee to, request, solicit, or demand, either directly or indirectly, any gratuity from Customers for the Collection of Solid Waste required to be Collected under this Agreement.

6.5.7 Nondiscrimination and Compliance with Law.

Contractor must comply with all applicable nondiscrimination laws and may not discriminate against any Person as an employee or potential employee on the basis of his or her race, color, national origin, ancestry, religion, creed, physical handicap, medical condition, marital status or sexual orientation. Contractor must comply with all applicable labor laws and other applicable laws relating to Contractor as an employer.

Section 6.6 Interruption of Service.

Within thirty (30) Days of the Effective Date, Contractor must submit a "**Back-Up Plan**" to City. The Back-Up Plan must set forth the procedures that Contractor must follow in the event of an interruption of services provided under this Agreement. If such an interruption of services occurs, within twenty-four (24) hours of a request from the City Manager, Contractor must implement the Back-Up Plan.

Section 6.7 Hazardous Waste Handling.

Within thirty (30) Days of the Effective Date, Contractor must submit a "**Hazardous Waste Handling Protocol**" to City. The Hazardous Waste Handling Protocol must set forth procedures that Contractor must follow to identify or Collect Hazardous Waste for proper Disposal. The Hazardous Waste Handling Protocol must include the manner in which Contractor will use reasonable business efforts to screen all Solid Waste for Hazardous Waste when tipping Containers into vehicles, such as using driver observation in mirrors when tipping Carts in front of the vehicle. In the event Contractor inadvertently delivers Solid Waste to any Disposal Site or Transfer and Processing Facility that includes Hazardous Waste, Contractor must make a

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good faith effort to identify and contact the Customer that discarded the Hazardous Waste and recover the Hazardous Waste handling costs and cooperate with the Disposal Site or Transfer and Processing Facility owners or operators to arrange for proper Disposal under law.

ARTICLE 7 CITY'S ABILITY TO CONTROL FLOW OF SOLID WASTE

Section 7.1 Flow Control Option.

City has the absolute ability to choose the location for the delivery or Disposal of all Solid Waste (including Recyclables, Green, and Organic Waste) Collected pursuant to this Agreement. Contractor expressly consents to City's ability to direct the location for Disposal of Solid Waste hereunder and waives all rights to challenge City's ability to do so, including without limitation any rights under the Commerce Clause of the United States Constitution.

At any time during the Term of this Agreement, the City Manager may notify Contractor in writing that City desires to invoke its flow control option. If the City Manager so notifies Contractor of the desire to change the City's flow control option, the written notification must include the change, including whether the change is to Solid Waste, Source Separated Recyclables, Source Separated Green Waste or Source Separated Organic Waste and whether the change involves the Designated Disposal Site, the Designated Transfer and Processing Facility or any specific one of Contractor's Facilities. In the event the City Manager so notifies Contractor of the desire to cease exercising the City's flow control option, Contractor will have the absolute discretion to utilize any Disposal Site, Transfer and Processing Facility, Material Recovery Facility, or other facility of its choosing to retain, Recycle, process, and Dispose of Solid Waste, Source Separated Recyclables, Source Separated Green Waste, and Source Separated Organic Waste generated within City, provided the use of such facility by Contractor enables it to meet all other requirements of this Agreement.

ARTICLE 8 DIVERSION

Contractor must ensure through the delivery of its programs and services under this Agreement that City's overall diversion rate meets or exceeds the current State mandated minimum requirement.

Contractor's compliance with the diversion requirement above must be reported by sector through its quarterly reports.

ARTICLE 9 HAZARDOUS WASTE NOTIFICATIONS

Section 9.1 Hazardous Waste Inspection and Notifications.

Contractor reserves the right and has the duty under law to inspect Solid Waste put out for Collection and to reject Solid Waste observed to be contaminated with Household Hazardous Waste and the right not to Collect Household Hazardous Waste put out with Solid Waste. Contractor must notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of Household Hazardous Waste, found or observed in Solid Waste anywhere within City. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Household Hazardous Waste unlawfully disposed of or released on any City property,

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including storm drains, streets or other public rights-of-way, Contractor must immediately notify the City Manager.

Section 9.2 Hazardous Waste Diversion Records.

Contractor must maintain records showing the types and quantities, if any, of Household Hazardous Waste found in Solid Waste, which was inadvertently Collected from Customers within City, but Diverted from the Designated Disposal Site or other Disposal Sites.

ARTICLE 10 CUSTOMER SERVICE

Section 10.1 Customer Service Policy.

Within thirty (30) Days of the Effective Date, Contractor must provide a "**Customer Service Policy**" to City. The Customer Service Policy must include procedures, to the satisfaction of the City Manager, for communicating with Customers and taking, responding to and resolving Customers' questions, Complaints and disputes. Notwithstanding the Customer Service Policy, Contractor must be subject to the Customer service requirements set forth in this Article.

Section 10.2 Container Service.

10.2.1 Containers Provided by Contractor.

Contractor must provide Customers with the following Containers meeting industry quality standards for storage of discarded Solid Waste, Source Separated Recyclables, Source Separated Green Waste, and Source Separated Organics Waste pending Collection by Contractor: All Carts, Bins and Roll-Off Boxes for City and all Customers must be consistent with colorization requirements as outlined by Senate Bill 1383 and the City Organics Ordinance by January 1, 2036. As Carts, Bins, and Roll-Offs (not compactors) need to be replaced, Contractor will update their inventory to be in alignment with State mandated colorization requirements:

Solid Waste Carts, Bins, and Roll-Off Boxes shall be grey or black bodies or lids. Per 14 CCR Section 18982(a)(28)

Recyclable Carts, Bins, and Roll-Off Boxes shall be blue bodies or lids. Per 14 CCR Section 18982(a)(5)

Green/organics waste Carts, Bins, and Roll-Off Boxes shall be green bodies or lids. Per 14 CCR Section 18982(a)(29)

Food Scrap Carts, Bins, and Roll-Off Boxes shall be brown bodies or lids. Per 14 CCR Section 18982(a)(5.5)

10.2.2 Container Inventory.

Contractor must store unused Containers in a secure location. Contractor must update its Container inventory in each Annual Report and within seven (7) Days of a request by the City Manager.

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10.2.3 Delivery of Containers.

Upon a Customer request, for reasons of service commencement, or damaged, lost or stolen Containers, Contractor must deliver Containers to the Set-Out Site no later than the day following Customer's Collection Day. Delivery of Containers pursuant to this Subsection must be provided by Contractor at no charge to City or the Customers.

10.2.4 Pick-Up, Exchange, Decrease or Increase Number of Containers.

Upon a Customer request, for reasons of service termination or change in service, Contractor will pick-up, exchange, increase or decrease the number of Containers at the Set-Out Site no later than the Day following Customer's Collection Day. Pick-up, exchange, increase or decrease the number of Containers pursuant to this Subsection will be provided by Contractor at no charge to the Customer.

10.2.5 Maintenance, Repair or Replacement of Containers.

Contractor must maintain and repair all Containers. Upon a Customer request or request by the City Manager, Contractor must repair or replace Containers that are damaged or constitute a threat to public health and safety, including keeping out rodents, flies and other vectors. A determination by the City Manager that a Container must be repaired or replaced must bind Contractor to do so. Contractor agrees to maintain its Containers in City free of graffiti or "tagging." In addition, any emergency Containers placed at schools and at City Hall or other City Facilities Premises pursuant to Article 18 must likewise be kept free of graffiti or "tagging."

10.2.6 Collection and Emptying of Containers.

After emptying each Container as part of the Collection services provided by Contractor under this Agreement, Contractor must replace it in its Set-Out Site. Contractor may not place Bins on City property, including rights-of-way, unless they are preapproved for the location by City.

Section 10.3 Contractor Service Standards.

10.3.1 General Service Requirements.

Contractor must perform all services provided under this Agreement in a prompt, thorough, comprehensive, reliable, courteous and professional manner so that Customers receive high-quality Collection services at all times. Contractor must perform all services under this Agreement regardless of weather conditions and difficulty of Collection, subject to the exceptions set forth in Section 6.2.

10.3.2 Customer Litter.

During the Collection process, Contractor must clean up litter in the immediate vicinity of any Container whether Contractor has caused the litter. In the event Contractor repeatedly observes littered Solid Waste outside a Container set out by a Customer for Collection, Contractor must notify the Customer of excess litter that is not required to be

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cleaned up by the Contractor. If the situation persists, Contractor must report all interactions including notifications with the Customer to City.

10.3.3 Contractor Litter.

Contractor must immediately clean up and Collect all Solid Waste spilled, scattered or littered while performing the services under this Agreement and pursuant to Subsection 6.4.4, including, but not limited to, lifting and emptying Containers and driving from or between Collection stops and tracking Solid Waste onto any alley, street or public place. Contractor must equip each Collection vehicle with a broom, shovel and absorbent material.

Section 10.4 Respect for Property.

10.4.1 Property Damage.

Contractor must use due care in entering and exiting Residential Premises, Commercial Premises and City Facilities Premises. Contractor must use paved surfaces where practicable and avoid crossing landscaped areas. Contractor must not jump over hedges and fences. Contractor must close all gates it opened after making Collections. If a Customer specifically directs Contractor to drive on private driveways or pavement in the course of providing Solid Waste Handling Services under this Agreement, Contractor may request that the Customer provide Contractor a waiver of damage liability and indemnification. Any physical damage caused by the negligent or willful acts or omissions of Contractor to public or private property must be repaired or replaced by Contractor at Contractor's sole expense. Disputes between Contractor and its Customers as to damage to private property are civil matters and Complaints of damage must be referred to Contractor as a matter within its sole responsibility and as a matter within the scope of Section 16.1 [Indemnification].

Contractor must include a description of any Customer notice of damage, including status of resolution, in its Quarterly Report set forth in Section 13.4. Except as provided in Article 16 and Subsection 10.4.2, this Agreement does not purport to affect, in any way, Contractor's civil liability to any third parties.

10.4.2 Pavement Damage.

Except for normal wear and tear on City streets resulting from Contractor's reasonable operation of its Collection vehicles, all damage to the City's driving surfaces, whether paved, which is caused by the operation of Contractor's vehicles while providing Solid Waste Hauling Services within the City under this Agreement will be repaired or replaced by Contractor at Contractor's sole expense. Contractor understands that the exercise of this Agreement may involve the operation of its collection vehicles over privately owned roads and streets. Contractor is authorized to require releases from the owners of such private roads or streets as a condition precedent to the provision of curbside service to adjoining Customers. Any disputes between Contractor and its Customers as to damages to private pavement are civil matters and complaints of damage will be referred to Contractor as a matter of sole responsibility and as a matter within the scope of Section 16.1 [Indemnification].

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10.4.3 Utilities.

Any damage to any utilities, whether located on public or private property, resulting from the negligence of Contractor must be repaired or replaced by Contractor at Contractor's sole expense.

Section 10.5 Customer Service Complaints, Standards and Violations.

10.5.1 Customer Service Complaints.

a. All service complaints must be directed to Contractor. Daily logs of Complaints concerning Collection of Solid Waste must be retained for a minimum of 24 months and must be available to City at all times upon request.

b. Contractor must log all Complaints received by telephone. This log must include the date and time the Complaint was received, name, address and telephone number of caller, description of Complaint, employee recording Complaint, and the action taken by Contractor to respond to and remedy Complaint. All written Customer Complaints and inquiries must be date-stamped when received. All Complaints must be initially responded to within one business day of receipt. Contractor must log action taken by Contractor to respond to and remedy all Complaints.

c. All Customer service records and logs kept by Contractor will be available to City upon request and at no cost to City. City may, at any time during regular Contractor business hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer Complaints.

10.5.2 Resolution of Customer Complaints.

a. Disputes between Contractor and Customers regarding the services provided under this Agreement may be resolved by the City Manager. The decision of the City Manager will be final and binding.

b. Intervention by City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this Section is intended to affect the remedies of third parties against Contractor.

10.5.3 Reimbursement of City Costs.

Contractor acknowledges that the City is not responsible for taking, responding to or resolving Customers' questions, Complaints and disputes. In the event City chooses to take, respond to or resolve any such questions, Complaints or disputes, Contractor must reimburse City for costs incurred in excess of two (2) hours per week.

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Section 10.6 Customer Privacy and Customer Mailings.

Contractor must strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a Customer's Solid Waste or Source Separated Recyclables may not be revealed to any Person or governmental agency, unless required by law or upon authorization of the Customer.

This provision will not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of Solid Waste characterization studies or waste stream analyses that may be required by the Act.

Contractor may not market or distribute mailing lists with the names and addresses of Customers.

The rights accorded Customers pursuant to this Section are in addition to any other privacy rights accorded Customers pursuant to federal and State law.

Section 10.7 Means of Communicating with Customers and City.

10.7.1 Office Hours.

Contractor must maintain an office with assigned personnel. Contractor's office hours must be from 8:00 a.m. to 5:00 p.m. Monday-Friday and 8:00 a.m. to 12:00 p.m. on Saturdays when Collection is occurring, excluding Holidays.

10.7.2 Telephone Numbers.

Contractor's office must be accessible by a local phone number and a toll-free number. Contractor must ensure that assigned personnel will answer the telephone during office hours. Contractor must provide an answering or call-forwarding service system to take Customer messages outside of office hours. Contractor must answer Customer messages no later than the following Business Day.

Contractor must maintain an emergency telephone number for use by City personnel only outside office hours. Contractor must have a representative, or an answering or call-forwarding service system to contact such representative, available at the emergency telephone number during all hours other than office hours.

At Contractor's expense, its regular and emergency telephone numbers must be listed in City telephone directories under both Contractor's name and City's name. Contractor must have the capability of responding to Customers in English, Spanish dialects and other languages necessary for communication between Contractor and its Customers.

10.7.3 Posting Contact Information.

Contractor must post its contact information on all its written communications with Customers, including, but not limited to Bills, non-Collection notices and newsletters.

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10.7.4 Website.

Contractor must maintain a website with content acceptable to City. Contractor must post all the following information on its web site:

a. Explanation of the Solid Waste Handling Services provided under this Agreement; and

b. A copy of the current Rate schedule; and

c. A link to City's web site; and

d. A link to programs or facilities where Customers can legally discard different wastes; and

e. Contractor's contact information; and

f. Other information related to Solid Waste management upon City request.

Section 10.8 Education and Public Relations.

All written documents, notices and other printed materials provided to Customers pursuant to this Section must be submitted to City for approval no less than five (5) Days prior to submission of the materials to Customers.

Contractor must implement public education and outreach in conformance with applicable laws (e.g. SB 1383, AB 1826, AB 827, AB 939, AB341, AB 1594, etc.) and in coordination with the City. City to review and approve all materials prior to distribution.

Compliance with Mandatory Recycling and AB 341. Contractor will develop and maintain its Residential and Commercial Recycling Service outreach program to assist the City and Customers in achieving and sustaining an effective program. Contractor will notify all Residential or Commercial Customers of the requirements to comply with the state and City laws. Additionally, the Contractor will conduct in-person outreach to all non-participating Commercial generators at least once per calendar year and will create educational materials for use across all service sectors.

Compliance with Mandatory Organics/Foodwaste programs, AB 1826 and SB 1383. Contractor will develop and maintain its Residential and Commercial Organic Waste Collection Service to assist the City and Customers in maintaining a comprehensive and effective program. Contractor will notify all Residential or Commercial Customers of the requirements to comply with the state and City laws. In alignment with the City's ordinance that promotes full compliance with AB 341, SB 1383 and AB827 by Commercial Service Units (i.e., "generators"), Contractor will provide current public outreach and education services throughout the term of this Agreement, offering outreach materials to Customers electronically (e.g., via email and social media).

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10.8.1 City-specific website.

Contractor shall maintain a City-specific website that thoroughly outlines the Contractor's services and rates, available diversion options, and allows Service Recipients to submit service changes, inquiries, complaints or inquiries. The website must describe and promote the use of available Recyclable Materials and Organics services. Additionally, Contractor's local website must include information specific to the City's programs.

10.8.2 Customer Orientation Packet.

Contractor must provide each Residential and Commercial Customer with a "**Customer Orientation Packet**" at the start of new services under this Agreement, including the restart of service that has been terminated. The Customer Orientation Packet must include an explanation of the Solid Waste Handling Services provided under this Agreement and an explanation of Set-Out Site instructions.

10.8.3 Information for City Newsletter and Website.

Contractor must provide articles and information on services, programs, and other items of community interest related to this Agreement and the promotion of safe Solid Waste handling, Recycling, and Diversion for inclusion in City's newsletter and website.

10.8.4 Residential and Commercial Newsletters.

A newsletter will be produced and distributed to all Residential and Commercial Customers quarterly. New Customers must receive the most recent newsletter within seven (7) Days of request for new service.

10.8.5 Customer Satisfaction Survey.

City may conduct Customer service satisfaction surveys. Contractor may review and comment upon the survey form and content. Contractor must cooperate with City in conducting the survey.

10.8.6 Additional Information and Notices.

Contractor must produce and distribute additional education materials upon City's request at Contractor's expense. Contractor may produce and distribute additional materials subject to approval by City pursuant to this Section.

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

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

ARTICLE 11 OWNERSHIP OF SOLID WASTE

Except as otherwise provided under State law, ownership and the right to possession of Solid Waste, including Green Waste, Organic Waste and Recyclables, will transfer directly from the Customer to Contractor upon Collection by Contractor. At no time will City obtain any right of ownership or possession of Solid Waste or Hazardous Waste placed for Collection and nothing in this Agreement may be construed as giving rise to any inference that City has any such rights.

ARTICLE 12 RATES, CHARGES, FEES, AND BILLING

Section 12.1 Maximum Rates and Charges.

The Maximum Rates are the maximum amount Contractor may charge Customers as compensation due to Contractor pursuant to this Agreement for performance of the Solid Waste Handling Services provided under this Agreement. The Maximum Rate Schedule as of the Effective Date is provided in Exhibit B. Contractor is under no obligation to charge the Maximum Rates.

Contractor may impose no other charges for any services provided to Customers, unless permitted under Exhibit B or otherwise approved in writing by City.

Section 12.2 AB 939 and HHW Fees.

Residential Customers and Commercial Customers will be charged the applicable AB 939 Fee and Household Hazardous Waste (HHW) Fee as set forth in Exhibit C. Contractor will remit to City the AB 939 Fee and Household Hazardous Waste (HHW) Fee collected from its Billings of Residential and Commercial Customers as provided in Exhibit C.

Section 12.3 Permitted Annual CPI Rate Adjustment.

Beginning on July 1, 2025, and each July 1 thereafter during the Term, Contractor is entitled to seek an adjustment in the Maximum Rates for that Fiscal Year according to the Consumer Price Index (CPI) Rate Adjustment Formula described in this Section.

Contractor will determine the amount of the CPI adjustment to the Maximum Rates, and not less than ninety (90) Days prior to an adjustment of the Maximum Rates submit to City the calculated adjustment of the Maximum Rates and any supporting documentation to the satisfaction of City.

For the rate adjustment to be considered by City, Contractor must demonstrate that it is in full compliance with all performance standards described in Subsection 12.3.2. If all performance standards are met, then the Maximum Rate adjustment may proceed in accordance with the

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Formula.

The City Manager will administratively approve any permitted adjustment to the Maximum Rates in writing.

Contractor must give a minimum of fifteen (15) Days' written notice to all Customers, in a form approved by City, of any change in the Maximum Rates under this Section. The notice may be provided as part of a regular Billing.

12.3.1 CPI Rate Adjustment Formula.

All Maximum Rates will be subject to annual CPI adjustment beginning on July 1, 2025. The maximum annual CPI adjustment request may not exceed 4% with a base of 0.0%.

Each CPI adjustment will be calculated by computing the percentage upwards change, if any, in the CPI index for the twelve-month annual average period ending in February of each year and multiplying the applicable amount to be escalated by 100% of that percentage upwards change in the CPI.

The Consumer Price Index (CPI) used will be the Consumer Price Index-All Urban Consumers for the Los Angeles-Long Beach, Anaheim, CA Area, not seasonally adjusted, all items index, annual average, as published by the United States Department of Labor, Bureau of Labor Statistics.

By way of example, the calculation to determine the CPI multiplier is as follows:

1. Current year CPI, Annual Average (ending February)	224.6
2. Previous Year CPI, Annual Average (ending February)	221.4
3. Change in Index (Line 1 minus Line 2)	3.2
4. % Increase (3.2 ÷ 221.4 = .0144) X 100 =	1.44%

As defined, the annual average is comparing one 12-month period against another 12-month period.

12.3.2 Performance Standards.

To be eligible for a CPI Rate adjustment, Contractor must demonstrate in a format acceptable to the City the following:

a. City's Maximum Rates are at or below the average Comparable Rates for Similar Services for the other five (5) largest cities in the County as provided in Section 12.6.

b. Contractor is meeting the diversion standards as established by this Agreement.

c. Contractor is meeting the customer service standards as established by this Agreement. (Contractor will not be found to be non-compliant with the customer service standards unless City

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has given Contractor written notice of noncompliance and an opportunity to correct the deficiency.)

d. All reports required by this Agreement are maintained and have been provided in a timely manner to the City.

e. All payments due City pursuant to this Agreement are current.

f. Contractor is not in material default under this Agreement.

Section 12.4 Extraordinary Rate Review.

In addition to the annual CPI adjustment provided in Section 12.3, at any time after July 1, 2015, Contractor may apply for an increase in the Maximum Rates, if Contractor can demonstrate that increased operational costs arising from special circumstances jeopardize Contractor's ability to provide quality Solid Waste Handling Services under this Agreement. An application for an extraordinary rate review may be considered by City if, in its sole discretion:

1. Contractor has made, or it is necessary for Contractor to make, a substantial change in its operation, or substantial capital investment to perform its obligations under this Agreement; or

2. Significant changes in operations are mandated by City under this Agreement or by Applicable Law; or

3. Significant changes in Disposal Fees (e.g., tipping fees) or Designated Disposal Sites or Designated Transfer and Processing Facilities occur.

Contractor must submit its application for an extraordinary Rate review at least ninety (90) Days prior to the date the Rate adjustment is desired to be effective. Contractor must promptly submit all additional information requested by the City Manager after receipt of the application. The City Manager will review the information submitted by Contractor and, in the City Manager's reasonable judgment, make the determination on the appropriate amount of the adjustment, if any.

Contractor must reimburse City of the cost of any extraordinary rate review within fifteen (15) Days of receipt of an invoice from City for such costs.

Contractor must give a minimum of fifteen (15) Days' written notice to all Customers, in a form approved by City, of any change in the Maximum Rates under this Section. The notice may be provided as part of a regular Billing.

Section 12.5 Rate Adjustment Dispute.

Any dispute regarding a Rate adjustment under Sections 12.3 or 12.4 may be appealed by Contractor to the City Manager in accordance with the procedures provided in Article 19. The Maximum Rates in effect at the time a Rate adjustment dispute is submitted to the City Council will remain in effect pending resolution of that dispute. The date a Maximum Rate is determined to be effective through the dispute resolution procedures provided in Article 19, will be the next immediate Billing cycle after the date of the final dispute resolution.

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Section 12.6 Competitive Rate Guarantee.

During the Term, Contractor agrees that the Customer Rates and the Maximum Rates will not be greater than an amount equal to the average of the applicable Comparable Rates for Similar Service in the five (5) other largest cities in Ventura County (i.e., Moorpark, Oxnard, Simi Valley, Thousand Oaks and Ventura).

[Example: Assume the Customer Rate for weekly Residential Solid Waste service in City is $60 per month for a 96-gallon Cart. And assume the rates for Similar Service in the other five (5) largest cities in Ventura County are as follows: Moorpark ($63), Oxnard ($52), Simi Valley ($55), Thousand Oaks ($65), and Ventura ($60). The average Comparable Rate of such Similar Service is $59 ($295 ÷ 5 = $59). In this example, the Customer Rate slightly exceeds the average Comparable Rate for Similar Service in the five (5) other largest cities in Ventura County and so Contractor's Rate for this service is not in compliance with Contractor's Rate guarantee under this Section.]

If the City Manager believes any of the Customer Rates or the Maximum Rates are greater than any of the average Comparable Rates for Similar Service for the five (5) other largest cities in Ventura County, the City Manager may notify Contractor of its obligations under this Section. Such notification must specify the Customer Rates or the Maximum Rates that are greater and are subject to review and adjustment under this Section. Within thirty (30) Days of receipt of such notice, Contractor must provide the City Manager with a written response explaining whether Contractor agrees that an adjustment in Rates is required under this Section, or if not, a detailed explanation as to why Contractor believes an adjustment is not required. If the City Manager is not satisfied with Contractor's response, the dispute may be referred to the City Council for a final determination in accordance with Sections 19.2 and 19.3.

Section 12.7 Franchise Fees and Other City-Imposed Fees.

Contractor must pay to City the Franchise Fees and other City-imposed fees as set forth in this Section.

12.7.1 Calculation of Franchise Fees.

The Franchisee Fees will be comprised of the Franchise Fee for the Residential and Commercial sectors. Contractor must calculate the Franchise Fees in accordance with Exhibit C.

12.7.2 Payment of Fees.

Contractor will collect the applicable Franchise Fees and other fees derived from Residential and Commercial Customers in accordance with Exhibit C. Contractor must pay the Franchise Fees and other City-imposed fees for the Residential and Commercial sector for the prior month to City on or before the thirtieth (30th) Day of the following month. The Franchise Fees and other City-imposed fees must be submitted to City with the calculation form provided in Exhibit F, which includes a statement certified by an officer of Contractor attesting to the accuracy of the amounts paid.

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Section 12.8 Customer Billing.

12.8.1 Billing.

Contractor will provide Customer Billing Services for all services provided by Contractor under this Franchise Agreement.

12.8.2 Contractor Billing.

Contractor will prepare and mail Bills for all Residential and Commercial sector services provided by Contractor and will receive Customer payments according to this Section.

12.8.3 Frequency.

Contractor will Bill Residential Customers for Cart services bi-monthly. Contractor may Bill Commercial and Residential Customers for all services bi-monthly in arrears of services provided. Contractor may submit Bills to Customers no sooner than the first day of the Billing period.

12.8.4 Automated Billing and Payment.

Contractor must make available to all Customers a web site-based electronic Billing and payment system. This system should allow Customers to view and pay Bills through Contractor's web site. Contractor will ensure that Customers may choose to cease receiving paper Bills and receive all Bills through email or pay through Contractor's web site, as applicable.

Contractor must ensure that its web site-based electronic Billing and payment system conforms to industry-standard practice for electronic commerce security.

12.8.5 Bill Format.

Contractor must Bill Customers using a Bill format approved by City, if Customer does not choose to cease receiving paper Bills. Bills must be payable solely to Contractor and no other Person, including any Affiliate. Contractor must provide City a sample Bill upon request from City. Contractor must include any inserts, announcements or other written materials with Bills required under this Agreement, including Section 10.8.

12.8.6 Refunds.

Contractor must refund to Customers any overcharges, including advance payments for services that Customer subsequently canceled, within thirty (30) Days of Contractor's receipt of Customer payment or Contractor's discovery of the overcharge. Contractor must pay interest at ten percent (10%) per annum from the date originally overcharged until the date refunded, or lesser amount acceptable to City.

12.8.7 Returned Check.

Contractor may charge a Customer a return check charge as set forth in Exhibit B for any payment made in the form of a check and the check could not be processed for any

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reason, including, but not limited to insufficient funds available, by the Customer's financial institution and, therefore, is returned to Contractor unpaid.

12.8.8 Delinquent Payment.

Bills payable in advance will become due on the last day of the service period. Bills payable in advance will become delinquent in the event of non-payment as of the date payment is due. Bills payable in arrears will become delinquent no sooner than thirty (30) Days after the date payment is due. Contractor may charge the Customer a delinquency charge as set forth in Exhibit B for each thirty (30) Days the Bill remains unpaid, as established for Residential Customers under the Camarillo Municipal Code Chapter 9.04. Contractor may seek remuneration of delinquent payments and charges using any legal means, but in no event may it cause a lien to be placed on the Customer's property. City will not be liable for, and Contractor hereby releases City from paying for any Customer's Bill or delinquency charges.

12.8.9 Termination of Service; Restart Service.

Contractor may send a notice of termination of service for non-payment upon sixty (60) Days of non-payment of the Bill. Contractor may terminate Collection service no sooner than five (5) Days after sending the sixty (60) Day termination notice and may discontinue service until payment in full has been received. Contractor must provide City a list of delinquent accounts upon request. After a Customer's service is terminated for non-payment, Contractor may charge the Customer a restart service charge as set forth in Exhibit B to resume services.

ARTICLE 13 RECORDS AND REPORTING

Section 13.1 Record Retention.

In addition to the requirements of Sections 9.2, 13.13 and 17.4, Contractor must maintain, in electronic form at a minimum, all records relating to the services provided hereunder, including, but not limited to, route maps, Customer lists, Billing records, weight tickets, maps, the Act records, and Customer Complaints, for the period during which Collection services are provided pursuant to this Agreement, and an additional period of not less than three (3) years after expiration or termination of this Agreement, or any longer period required by Applicable Law. In addition, summaries of weight tickets identifying the disposition of Solid Waste Collected in City must be kept for a period of thirty (30) years.

Section 13.2 Audits.

City has the right, upon reasonable advance notice, to inspect, audit and copy all of Contractor's records relating to Contractor's provision of services pursuant to this Agreement, including, but not limited to, route maps, Customer lists, billing records, weight tickets, the Act records and Customer Complaints, Contractor's payment of fees to City and records which may be relevant in the event of an action under CERCLA or related Claims. In the absence of extraordinary circumstances, five (5) Business Days' notice will be considered reasonable. Such records must be made available to City (or City's designated representative) at Contractor's regular place of business. City must maintain any confidential or proprietary records of Contractor in confidence

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and may not disclose such records except as required by any applicable public records disclosure law. Prior to destruction of records relating to the services provided pursuant to this Agreement, Contractor must provide copies or originals of such records to City if desired by City.

Section 13.3 Overpayment or Underpayment.

Should any examination or audit of Contractor's records reveal an overpayment or underpayment by Contractor, the amount of underpayment, plus interest compounded monthly at the maximum lawful rate, must be paid by Contractor to City within thirty (30) Days. The amount of any overpayment will be paid by City to Contractor in the ordinary course of business.

Section 13.4 Quarterly Reports.

The following information is the minimum required to be reported quarterly:

a. Number of multi-family Residential accounts, including the number of multi-family Residential accounts participating in the Recycling program.

b. Number of Commercial accounts, including the number of Commercial accounts participating in the Recycling program.

c. Identify any residential, multi-family or commercial establishment that does not subscribe for service.

d. Provide diversion data for accounts where a third-party vendor is used to process and divert Recyclable Materials. This may include recycling, source reduction and reuse of materials. Third party data may be used in calculating diversion rates.

e. Materials recovered. Statement showing kinds of Recyclable Materials collected and the quantity sold by sector (in tons).

f. Number of missed collections reported to Contractor.

g. Narrative summary of problems encountered (including scavenging) and actions taken with recommendations to City, as appropriate.

h. Copies of promotional and public education materials distributed during the preceding quarter.

i. Copies of Hazardous Waste diversion records showing types and quantities, if any, of Hazardous Waste that was inadvertently collected, but diverted from landfilling.

j. Complaint log/summary for the quarter identifying the nature of Complaints (which may be provided in electronic format).

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k. List of any instances of leaking vehicles/equipment to be identified.

l. Other information or reports that City may reasonably request.

Section 13.5 Annual Financial Statement.

Beginning on October 1, 2024, by October 1 of each year of the Term, Contractor must prepare a financial statement with respect to the Solid Waste Handling Services provided under this Agreement for each Fiscal Year. Contractor must attach to the financial statement the following:

a. The accountant's representation that Contractor's financial statement was audited in accordance with generally accepted auditing principles;

b. That the financial statement was prepared in accordance with generally accepted accounting principles, which were consistently applied;

c. The financial statement fairly presents the financial position, the results of operations, the cash flow of Contractor, and contract profitability;

d. Contractor's Chief Financial Officer's statement that no events subsequent to the preparation of the last financial statement submitted under this Agreement have materially changed Contractor's financial status or condition or describing any material changes in Contractor's financial status or conditions since the preparation of the last financial statement.

Section 13.6 Reporting Adverse Information.

Contractor must provide City two (2) copies (one to the City Manager, one to the City Attorney) of all Claims, reports, pleadings, applications, notifications, notices of violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Agreement, submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, CalRecycle, any local enforcement agency, the Securities and Exchange Commission or any other federal, State or local agency, including any federal or State court. Copies must be submitted to City concurrently with Contractor's filing or submission of such matters with such agencies. Contractor's routine correspondence to such agencies need not be routinely submitted to City but must be made available to City promptly upon City's written request.

Section 13.7 Failure to Report.

The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report will be deemed a material breach of this Agreement and will subject Contractor to all remedies which are available to City under this Agreement or otherwise, provided that City must follow the procedures for dispute resolution found in Article 19 before

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declaring any such material breach.

Section 13.8 City's Review of Contractor's Performance.

Quarterly, within ninety (90) days of City's receipt of the Quarterly Report and Financial Statement required by Sections 13.4 and 13.5, City will review the Reports and Financial Statement and other available information and may hold a public hearing to determine whether Contractor's performance for the Fiscal Year reported on was satisfactory and whether to implement any changes recommended by Contractor. The reports required by this Agreement will be utilized as the primary basis for review. In addition, any Customer comments or Complaints and any other relevant information may be considered. A Contractor representative may be present and may participate at any public hearing held by City to review Contractor's performance. If any noncompliance with this Agreement is reported to have occurred, City must offer Contractor the opportunity to comment and offer information in rebuttal and to correct any deficiencies.

Section 13.9 Costs.

All reports and records required under this Agreement will be furnished at the sole expense of Contractor.

Section 13.10 Certification.

Contractor must provide a certification statement, under penalty of perjury, by the responsible corporate official, that each report submitted pursuant to this Article 13 is true and correct.

Section 13.11 Submission of Reports.

Reports must be submitted to City at the address provided in Section 23.8. Contractor agrees that cooperation between Contractor and City is critical to the success of this program. City reserves the right to request from Contractor additional information reasonably and directly pertaining to this Agreement on an "as-needed" basis.

Section 13.12 CERCLA Defense Records.

City and Contractor agree that the ability to defend against CERCLA and related litigation is of great importance. For this reason, City and Contractor regard the ability to prove where Solid Waste Collected in City was taken for disposal, as well as where it was not taken, to be relevant. Contractor must maintain data retention and preservation systems which, in the event of litigation, can establish where Solid Waste Collected in the City was Disposed (and therefore establish where it was not Disposed) and will provide a copy of the reports required by Sections 9.1 [Hazardous Waste Inspection and Notification], 9.2 [Hazardous Waste Diversion Records], and 13.4 [Quarterly Reports] to the City Clerk. In addition, Contractor agrees to maintain electronic copies of the foregoing reports for thirty (30) years after the end of the period during which Collection services are provided under this Agreement. Contractor agrees to notify the City Manager and City Attorney before destroying Contractor's copies of such records and Contractor must provide copies or originals of such records to City. The obligations under this Section will survive the expiration or termination of this Agreement.

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Section 13.13 Detailed Performance Review.

Contractor must comply with all standards in Subsection 12.3.2. City, at its sole discretion, may require a performance review to ensure such compliance. Contractor must cooperate with City in such performance review and provide all information relevant to this Agreement requested by City. In conjunction with any performance review, City reserves the right to require changes to Contractor's operations, which City determines to be reasonably necessary or appropriate by reason of the findings or results of the performance review to carry out the intent of the terms and conditions of this Agreement.

ARTICLE 14 THE ACT REPORTING REQUIREMENTS

Contractor must cooperate with City in Solid Waste Disposal characterization studies and waste stream audits and must implement measures adequate to achieve City's source reduction, Recycling and waste stream Diversion goals for the Solid Waste stream covered by this Agreement. During the period in which Collection services are provided under this Agreement, Contractor, at Contractor's sole expense, must submit to City information and reports necessary for City to meet its reporting obligations imposed by the Act, and the regulations implementing the Act, for the Solid Waste stream covered by this Agreement. Contractor agrees to submit such reports and information electronically, in a format compatible with City's computer system, at no additional charge, if requested by City.

ARTICLE 15 COMPLIANCE WITH LAWS AND REGULATIONS

Section 15.1 In General.

Contractor and City must comply with all Applicable Laws, specifically including, but not limited to, RCRA, CERCLA, the Act and all applicable ordinances, resolutions, rules and other regulations of City, County and State.

Section 15.2 City Manager Rules and Regulations.

The City Manager has the power to establish rules and regulations regarding the Collection and Disposal of Solid Waste consistent with the provisions of this Agreement or the Camarillo Municipal Code, provided that such rules and regulations are found to be reasonably necessary by the City Manager for the enforcement of the provisions of this Agreement, or any Applicable Laws, and for the preservation of the public peace, health, and safety. Contractor agrees to comply with any such rules and regulations, subject to the provisions of Article 12 pertaining to adjustments in Rates as a result of changes in law.

ARTICLE 16 INDEMNIFICATION

Section 16.1 General Indemnification of City.

Contractor must protect, defend (with counsel reasonably approved by City), indemnify and hold harmless the Indemnitees from and against any and all Claims arising out of or resulting in any way from Contractor's performance of its obligations, including the provision of services, under this Agreement, unless such Claim is due to the sole active negligence or willful misconduct of the Indemnitees.

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Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend the Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by City, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this Section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any Indemnitees.

Contractor must protect City and appear in and defend the Indemnitees in any Claims and actions by third parties, whether judicial, administrative or otherwise, arising out of or resulting in any way from City's grant of this Agreement to or Contractor's performance of this Agreement, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or "Recyclables" or the limits of City's authority with respect to the grant of licenses or agreements, exclusive or otherwise, asserting rights under the Commerce Clause (including the Dormant Commerce Clause and federal or State legislation governing the process for the award of Solid Waste contracts) to provide Solid Waste Handling Services, or the necessity or propriety of notice and hearing procedures required to effect any increase in Customer Rates or charges for Contractor's services hereunder (to the extent arising from the acts or omissions of Contractor in connection with any notice and hearing process).

This Section will survive the expiration or termination of this Agreement for Claims arising prior to the expiration or termination of this Agreement.

Section 16.2 Hazardous Substances Indemnification.

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

Notwithstanding any provision herein to the contrary, the foregoing indemnity is expressly conditioned upon the implementation by City of a program for minimization and proper Recycling, treatment and Disposal of Hazardous Waste generated or accumulated by Residential Premises in compliance with the Act, specifically Sections 41500 and 41802(b)(2) of the Public Resources Code. City's implementation of a program for minimization and proper Recycling, treatment and Disposal of Hazardous Waste generated or accumulated by Residential Premises will be presumed to be in compliance with the Act, specifically Sections 41500 and 41802(b)(2) of the Public Resources Code, unless Contractor or an agency with jurisdiction has notified City that its program is not in compliance, and a final determination has been made that City's program is not in compliance with the Act, specifically Sections 41500 and 41802(b)(2) of the Public Resources Code.

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With respect to Hazardous Waste Collected by Contractor pursuant to this Agreement which has been Disposed of at places owned or operated by Contractor, or by an entity under the same ownership and control of Contractor, Contractor must deliver a Hazardous Substances Indemnification in a form satisfactory to and approved by City.

With respect to Hazardous Waste collected by Contractor pursuant to this Agreement which has been disposed of at places not owned or operated by Contractor or by an entity under the same ownership and control of Contractor, Contractor must cause the owner or operator of the alternate facility to deliver a Hazardous Substances Indemnification in a form satisfactory to and approved by City. If such indemnification is unavailable, then Contractor must perform due diligence environmental site assessments of the facility in accordance with current standard practices as accepted by the American Society for Testing and Materials. Contractor must provide copies of any Environmental Site Assessments to City and must maintain such for no less than thirty (30) years after termination or expiration of this Agreement.

This Section will survive the expiration or termination of this Agreement for Claims arising prior to the expiration or termination of this Agreement.

Section 16.3 Proposition 218 Indemnification.

City intends to comply with all applicable laws concerning the Maximum Rates provided under this Agreement. Upon thorough analysis, the Parties have determined and agree that the Maximum Rates and the Customer Rates for the Solid Waste Handling Services provided under this Agreement are not subject to California Constitution Articles XIIIC and XIIID because, among other reasons, such services are provided by a private corporation and not by City pursuant to Article 5, Contractor independently establishes the Customer Rates for services within the limits established in this Agreement pursuant to Article 12, the receipt of services is voluntary and not required of any property within City, and any Owner or Occupant of property within City has the opportunity to avoid the services available under this Agreement either through self-hauling or use of property in such a manner that Solid Waste is not generated pursuant to Article 2 and consistent with Chapter 9.04 of Camarillo Municipal Code concerning Disposal of Solid Waste.

Accordingly, Contractor must defend, indemnify and hold harmless the Indemnitees from and against any and all Claims of any kind whatsoever paid, imposed upon, by or assessed against the Indemnitees resulting in any form from the Maximum Rates provided for the Solid Waste Handling Services under this Agreement or in connection with the application of California Constitution Article XIIIC and Article XIIID to the imposition, payment or collection of the Customer Rates under this Agreement.

Notwithstanding the foregoing, this indemnity does not extend to any portion of the Maximum Rates or the Customer Rates under this Agreement that is not associated with Contractor's costs in providing service, such as governmental fees and Franchise Fees. Nothing herein is intended to imply that California Constitution Articles XIIIC and XIIID apply to the provision of Maximum Rates for the Solid Waste Handling Services provided under this Agreement or the Customer Rates, rather this Section is provided merely to allocate risk of loss as between the Parties.

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This Section will survive the expiration or termination of this Agreement for Claims arising prior to the expiration or termination of this Agreement.

Section 16.4 The Act Indemnification.

Subject to the requirements of Public Resources Code section 40059.1, which will control in the event of any conflict with the provisions of this Section, Contractor must defend, indemnify and hold harmless City from and against all Claims, including fines and penalties, imposed by CalRecycle if the source reduction and recycling goals, or any other requirements of the Act or similar legislative reenactments, are not met by City. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging any consultants or attorneys necessary to represent City in any challenge. Contractor will be responsible for the retention of and payment to any consultants engaged to perform waste generation studies (diversion and disposal). All consultants and attorneys engaged hereunder are subject to the mutual agreement of City and Contractor.

Contractor's indemnification of City is subject to the following restrictions:

a. Contractor's obligation to indemnify City will not be enforceable if the CalRecycle-imposed penalty is based solely upon the failure of City to establish and maintain a source reduction and recycling element pursuant to the Act.

b. No payment required under Contractor's obligation to indemnify City may exceed that portion of any penalty assessed by CalRecycle against City that was attributable to Contractor's breach of or noncompliance with an express obligation or requirement. Further, Contractor will not be liable under the indemnity obligation to the extent that Contractor's breach or noncompliance resulted from City's action or failure to act, determined as a result of judicial review, hearing or appeal to CalRecycle.

Section 16.5 Reasonable City Defense Costs and Settlement of Claims.

Contractor agrees that its defense and indemnification obligations under Sections 16.1 through 16.4, include the reasonable costs of attorneys' fees incurred by the City Attorney's office to monitor and consult with Contractor regarding the defense of any Claims, including providing direction regarding strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances to keep defense costs to a reasonable minimum.

Contractor further agrees that settlement of any Claim on behalf of the Indemnitees will require the consent of City. City agrees that its consent will not be unreasonably withheld if Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify City and the Indemnitees for the costs of any such settlement as required under this Agreement.

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ARTICLE 17 INSURANCE AND BONDS

Section 17.1 General Insurance Requirements.

Contractor must secure and maintain insurance coverage meeting the requirements set forth in this Article. Contractor may use a combination of primary and excess or umbrella insurance coverage to satisfy these requirements. If Contractor fails to fully satisfy the coverage requirements set forth in this Article, Contractor agrees that it will be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that City incurs that would have been insurable under the required coverage, if such coverage was obtained. Contractor further agrees that any failure of City to verify the placement and continued existence of all insurance required under this Article, or City's knowledge that such requirements are not fully satisfied, will not be considered a waiver of such requirements, or in any way alter Contractor's obligations to provide such coverage, unless the coverage requirements have been amended in writing properly executed by both City and Contractor.

Additionally, if Contractor fails to pay any premium for insurance required under this Article, or if any insurer cancels any insurance policy and Contractor fails to obtain replacement coverage so that all insurance is maintained on a continuous basis, then, at the City's election (but without any obligation to do so), the City, following 30-day's notice to Contractor, may pay such premium or procure similar insurance coverage from another company or companies and upon such payment by City the amount thereof shall be immediately reimbursable to City by Contractor. The City's purchase of any insurance to satisfy the Contractor's obligations under this Article shall not be a satisfaction of any Contractor liability under this Agreement or in any way limit, modify or satisfy Contractor's indemnity obligations hereunder.

Contractor further agrees that the General Liability Insurance and Automobile Liability Insurance required under this Article must each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented:

1. "The City of Camarillo, and its agents, officers, and employees" must be an additional insured under an ISO CG 2010 11/85 form, or a functional equivalent; and

2. All such insurance must include a waiver of any subrogation rights of that insurer against "The City of Camarillo, and its agents, officers and employees"; and

3. All such insurance must contain provisions that the insurance is primary and non-contributing with any other insurance or self-insurance programs maintained by the City of Camarillo, and its agents, officers, and employees.

Contractor further agrees that the General Liability Insurance and Automobile Liability Insurance required within this Article must each include provisions that make Contractor responsible for the payment of any deductible or self-insured retention such that City and its agents, officers and employees will be entitled to a first dollar or dollar-one defense and indemnity as additional insured.

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In addition, to the extent that any primary or excess liability policy issued to Contractor with limits of liability in excess of the minimum limits stated in this Article provides coverage to an additional insured to the extent required by contract, this Agreement will be construed to obligate Contractor to obtain additional insured protection for City under that policy.

The insurance policies required by this Article must be issued by an insurance company admitted doing business in the State, subject to the jurisdiction of the California Insurance Commissioner and with a rating in the most recent edition of Best's Insurance Reports of size category XV or larger and a rating classification of A+ or better.

Section 17.2 General Liability and Automobile Liability Insurance.

Contractor must obtain and maintain in full force and effect throughout the Term a Broad Form Comprehensive General Liability (occurrence) policy with a minimum limit of five million dollars ($5,000,000.00) combined single limit per occurrence and aggregate and a Commercial Automobile Liability Insurance policy with a minimum limit of five million dollars ($5,000,000.00) combined single limit per accident and aggregate for bodily injury and property damage. Such insurance must protect Contractor and City from any Claims for damages for bodily injury, including accidental death, as well as from any Claim for property damage, which may arise from operations, performed pursuant to this Agreement, and include coverage for operation, products, completed operations and advertising liability. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. Products and completed operations coverage must remain in effect for a minimum of five years.

Section 17.3 Workers' Compensation and Employers' Liability Insurance.

Contractor must obtain and maintain in full force and effect throughout the Term full Workers' Compensation Insurance and Employers' Liability Insurance with a minimum limit of one million dollars ($1,000,000.00) in accord with the provisions and requirements of the California Labor Code. Copies of policies and endorsements that implement the required coverage must be filed and maintained with the City Clerk throughout the Term. The policy providing coverage must be amended to provide that the insurance may not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) Days' prior written notice (ten (10) Days in the event of termination for non-payment) by certified mail, return receipt requested, has been given to City. The policy must also be amended to waive all rights of subrogation against City, its elected or appointed officials, employees, or agents for losses that arise from work performed by the named insured for City.

Section 17.4 Pollution Liability Insurance.

Contractor must obtain and maintain in full force and effect throughout the Term Pollution/Environmental Impairment Liability Insurance, written on Contractor's standard Pollution Liability form or other form acceptable to City, providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit must be no less than $5,000,000 per claim and aggregate. All activities contemplated in this Agreement must be specifically scheduled on the policy as "covered operations." The policy must provide coverage for the hauling of waste from all pickup sites to all disposal locations, including non-owned disposal sites.

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Section 17.5 Evidence of Insurance Coverage; Insurance Repository.

Contractor must throughout the Term maintain certificates and endorsements of insurance evidencing the above-required insurance coverage under this Article 17 on file with the City Clerk. Such certificates must show the type and amount of coverage, the effective dates and dates of expiration of polices and endorsements. Contractor must provide substitute certificates or endorsements at least thirty (30) Days prior to any changes in coverage or limits, or a change in the carrier. In addition, City has the right of inspection of all insurance policies required by this Agreement. Contractor also agrees to establish an insurance policy repository and to maintain copies of insurance policies required pursuant to this Agreement for ten (10) years after the end of the Term of this Agreement. Contractor must notify City Manager and City Attorney before destroying copies of such policies, and Contractor must provide copies or originals of such policies to City. This Section will survive the expiration or termination of this Agreement.

Section 17.6 Self-Insurance.

To the extent provided by law, all or any part of any required insurance may be provided under a plan of self-insurance approved by the State.

Section 17.7 Subcontractors.

Contractor must include all subcontractors as insureds under its policies or must furnish City with separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to all of the insurance requirements of this Article 17.

Section 17.8 Performance Bond.

Contractor must provide City a cash performance bond, surety performance bond or authorized letter of credit ("**Performance Bond**" or "**Bond**") in the amount of $500,000 and payable to City. The Bond must be furnished by a corporate surety or financial institution authorized to do business in the State. The Performance Bond must be on terms acceptable to the City Manager and the City Attorney. The Performance Bond will serve as security for the faithful performance by Contractor of its obligations under this Agreement and must be kept in full force and effect by Contractor during the Term.

a. Upon Contractor's failure to faithfully perform its obligations under this Agreement, the Bond may be assessed by City, for purposes including, but not limited to:

   1. Reimbursement of costs borne by City to correct violations of the Agreement not corrected by Contractor, after City provides notice in accordance with Article 19; or

   2. To provide monetary remedies or to satisfy damages assessed against Contractor due to a material breach of this Agreement; or

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3. To satisfy an order of the City Council or a regulatory agency with jurisdiction over the Solid Waste Handling Services provided under this Agreement; or

4. To satisfy a final judgment for a Claim that Contractor is required to indemnify and hold harmless City and its Indemnitees for under Article 16.

b. Contractor must deposit a sum of money or a replacement instrument sufficient to restore the Bond to the original amount within thirty (30) Days after notice from City that any amount has been withdrawn from the Bond. Contractor will be relieved of the foregoing requirement to replenish the Bond during the pendency of an appeal from City's decision to draw on the Bond.

c. In the event City draws on the Bond, all of City's costs of collection and enforcement of the provisions relating to the Bond called for by this Article, including reasonable attorneys' fees and costs, must be paid by Contractor.

d. Any decision or order of City under this Article may be appealed by Contractor through the dispute resolution procedures provided by Article 19.

ARTICLE 18 EMERGENCY SERVICE

Should Contractor, for any reason, except the occurrence or existence of any of the events or conditions set forth in Section 23.2 [Force Majeure], refuse or be unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager, in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City will have the right to contract with another Solid Waste enterprise to Collect any or all Solid Waste which Contractor is obligated to Collect pursuant to this Agreement. City must provide twenty-four (24) hours prior written notice to Contractor during the period of such emergency, before contracting with another Solid Waste enterprise to Collect any or all Solid Waste which Contractor would otherwise Collect pursuant to this Agreement, for the duration of period during which Contractor is unable to provide such services. In such event, Contractor must identify sources from which such substitute Solid Waste services are immediately available and must reimburse City for all of its expenses for such substitute services during period in which Contractor is unable to provide Collection services required by this Agreement.

Contractor must assist City in the event of local emergency, such as an earthquake, storm, flood, fire, riot or civil disturbance, by providing Collection vehicles and drivers normally assigned to City at no charge to City.

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ARTICLE 19 ADMINISTRATIVE REMEDIES; TERMINATION

Section 19.1 Notice; Response; Resolution; Appeal.

19.1.1 Notice of Deficiencies; Response.

If an aggrieved Party contends that the defending Party's is in material breach of this Agreement, or that the defending Party's performance under this Agreement may not be in conformity with the provisions of this Agreement, the Act (including, but not limited to, requirements for Diversion, source reduction and Recycling as to the waste stream subject to this Agreement) or any other applicable federal, State or local law or regulation, including but not limited to, the laws governing transfer, storage or Disposal of Solid Waste and Hazardous Waste, then the aggrieved Party may advise the defending Party in writing of such suspected deficiencies, specifying the deficiency in reasonable detail (a "Notification of Deficiencies") which sets a reasonable time within which the defending Party is to respond. Unless the circumstances necessitate correction and response within a shorter period, the defending Party shall respond to the Notification of Deficiencies within thirty (30) Days from the receipt by the defending Party of such written notice. The defending Party may request a stated amount of additional time, not to exceed forty-five (45) days to correct deficiencies. The aggrieved Party must not unreasonably refuse to approve such request for additional time.

Notwithstanding Section 19.1, the City may terminate this Agreement under Section 19.3 without initiating the mediation or non-binding arbitration process if material breaches are not remedied within the specified cure periods.

19.1.2 Request for Mediation.

If the defending Party has taken significant action to cure the deficiencies, but such deficiencies have not been cured within the time or to the satisfaction of the aggrieved Party, then the aggrieved party may deliver a written notice of mediation ("Notice of Mediation") to the defending Party within thirty (30) days of the expiration of the cure period demanding that Parties participate in a single mediation session hosted through a third party mediation service, such as IVAM, JAMS or similar organization, specified by the aggrieved Party. If a Notice of Mediation is timely delivered, then both Parties shall participate in the mediation, each bearing its own costs and expenses, except that the Parties shall each pay one half of the mediator's fee. The mediator must provide a recommended resolution ("Mediator's Recommendation") at the end of the mediation. If both Parties timely accept the Mediator's Recommendation in writing within fifteen (15) days of the conclusion of the mediation, then the matter shall be deemed resolved.

Mediation is a mandatory prerequisite to initiating non-binding arbitration. A party seeking non-binding arbitration must provide evidence that mediation under Section 19.1.2 has been completed in good faith. Non-binding arbitration may not proceed until the mediation process is concluded or deemed unsuccessful by both parties.

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Section 19.2 Non-binding Arbitration.

If neither Party timely responds to, or either Party rejects the Mediator's Recommendation, then the aggrieved Party may serve a demand on the defending Party for a non-binding arbitration ("Notice of Non-Binding Arbitration") within thirty (30) days from the date of the Mediator's Recommendation.

In any Notice of Non-Binding Arbitration Appeal, the aggrieved Party must state its factual and legal contentions and include any relevant affidavits, documents, photographs, videotapes, citations to the Agreement and other evidence which the aggrieved Party will rely upon in the arbitration. The aggrieved Party shall provide citations to legal authority, including without limitation the Applicable Law and judicial decisions binding in California.

If the aggrieved Party timely files a Notice of Non-Binding Arbitration, then both Parties shall participate in the arbitration bearing their own costs and expenses, except that both Parties shall each pay one half of the arbitrator's fee. The arbitration shall occur as soon as reasonably possible, or on such date as mutually agreed by the Parties and shall be held before an impartial arbitrator mutually selected by the Parties within fifteen (15) days after delivery of the Notice of Arbitration. If the Parties are unable to mutually select an arbitrator within this time, then the aggrieved Party shall request a panel of three (3) neutral arbitrators from either the American Arbitration Association or JAMS. If the Parties fail to mutually agree to a panel arbitrator within five (5) days, then each Party shall reject one of the arbitrators, with the defending Party exercising their rejection first. The last remaining arbitrator shall conduct the arbitration. The defending Party shall have thirty (30) days from the selection of the arbitrator to serve their response to the Notice of Non-binding Arbitration, which response shall meet the content requirements of paragraph 19.2 above. No live witness shall be heard at the arbitration, the arbitrator must only consider information contained in the Notice of Arbitration, the Mediator's Ruling and Recommendation, and the defending Party's Response. Party shall be allowed to provide oral argument at the arbitration and to respond to questions from the arbitrator. The California rules of evidence shall apply, and the arbitrator must decide all evidentiary issues and objections. The arbitrator shall issue a written, non-binding decision ("Notice of Decision") within thirty (30) days after the conclusion of the arbitration. Notice of Decisions shall be binding on and enforceable against both Parties if not rejected by a Party within forty-five (45) days of the date of the Notice of Decision. If the Notice of Decision is rejected by a Party, then the arbitrator's decision shall become null and void and must not be binding on or enforceable against either Party. Thereafter each party may pursue their legal remedies as provided in Article 20.

Section 19.3 Reservation of Rights by City.

19.3.1 Right to Terminate.

Subject to Notice of Deficiency process in Section 19.1.1, City further reserves the right to terminate this Agreement in the event of any material breach of this Agreement, including, but not limited to any of the following:

a. If Contractor practices, or attempts to practice, any fraud or deceit upon City, or practiced any fraud or deceit or made any intentional

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misrepresentations in the negotiations which preceded the execution of this Agreement;

b. If Contractor becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding;

c. If Contractor fails to provide or maintain in full force, effect and amount, the workers compensation, liability and indemnification coverage, or Performance Bond required by this Agreement;

d. If Contractor violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement, in any material manner, provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement will be deemed to have occurred until a final decision adverse to Contractor is entered;

e. If Contractor ceases to provide Solid Waste Handling Services as required under this Agreement over a substantial portion of the Service Area for a period of two (2) Days or more, for any reason within the control of Contractor;

f. If Contractor fails to make any payments required under this Agreement or refuses to provide City with required information, reports or test results as to a material matter in a timely manner as provided in this Agreement;

g. Any other act or omission by Contractor which materially violates the terms, conditions or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written Notification of Deficiencies or if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such alleged deficiencies within the time set forth in such notice and diligently effect such correction or remedy thereafter.

Section 19.4 Cumulative Rights.

City's rights of termination are in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

ARTICLE 20 LEGAL REMEDIES

After exhaustion of remedies provided in Article 19, the Parties may be entitled to all available remedies in law or equity for breach or termination of this Agreement by the other Party in a court of competent jurisdiction. In such legal or equitable action, the prevailing party shall be entitled to an award for its reasonable attorneys' fee and costs as determined by the court.

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As a prerequisite to the filing and maintenance of any action for damages by Contractor against City arising out of this Agreement, Contractor shall present a claim to City, as required by Government Code Section 910 et seq., within thirty (30) days of the exhaustion of their remedies provided in Article 19 of this Agreement. Contractor shall have no right to assert a claim for damages related to City's failure to approve or delay in considering any rate adjustment.

The venue of any such proceeding will be as provided in Section 23.5.

ARTICLE 21 ADDITIONAL REMEDIES

In addition to the remedies set forth above, City reserves the right to invoke the remedies under this Article in the event of Contractor's material breach and failure to cure following written notice from City, as in Article 19.

1. To invoke remedies, City shall provide written notice specifying the breach and the intended remedy. Remedies under this Article are cumulative and may be exercised independently or concurrently with those provided in Articles 19 and 20.1. The right to require contractor to continue to fully perform all its obligations under the Agreement during the process of resolving deficiencies and disputes and/ or to contract with others to perform the services otherwise to be performed by Contractor; and

2. The right to obtain damages and/or injunctive relief. Both Parties recognize and agree that in the event of a breach under the terms of this Agreement by Contractor, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Agreement and to enjoin any breach of this Agreement.

ARTICLE 22 TRANSFER OF RIGHTS; CITY CONSENT;

Section 22.1 Transfer.

22.1.1 Transfer Prohibited Without City Approval.

The rights granted by this Agreement may not be transferred, sold, hypothecated, sublet or assigned (collectively "**transferred**"), either in whole or in part, nor may title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any Person, either by act of Contractor or by operation of law, without the prior written consent of City expressed by a resolution of the City Council, except as otherwise provided in Subsection 22.1.2. The decision to consent to any transfer is at the sole discretion of City. Any attempt to do any of the foregoing with respect to any of the rights in this Agreement without the consent of City will be void.

22.1.2 Corporate Transfers.

Any dissolution, merger, consolidation, change in control or other reorganization of Contractor resulting in the transfer of more than fifty percent (50%) of the voting stock in Contractor will be deemed a transfer of this Agreement, provided that the following transfers will not be considered in computing whether a cumulative total of more than fifty percent (50%) of the voting stock has been transferred:

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a. Transfers to persons who are related by blood or marriage to the transferring shareholder or to a trust established for the benefit of the transferring shareholder or such or such persons; and

b. Transfers resulting from the death of the shareholder whether such transfers are made pursuant to the will of the deceased shareholder, an inter-vivos trust instrument or the laws of intestacy.

22.1.3 Obligations Binding on Approved Transferee.

In the event of a transfer of this Agreement, all the provisions to be performed by Contractor will be binding upon any transferee.

ARTICLE 23 GENERAL PROVISIONS

Section 23.1 Subcontracting.

Except as approved in writing by the City, Contractor may not enter a contract to have another Person perform Contractor's duties under this Agreement, except with respect to Street Sweeping Services.

If Contractor requests City's consideration of and consent to a subcontract, City may deny or approve such request in its complete discretion. No request by Contractor for consent to a subcontract need be considered by the City unless Contractor has met the following requirements:

a. Contractor must deposit $5,000 with City, and must pay City all of its reasonable expenses in excess of this deposit necessary to investigate the suitability of any proposed subcontractor, and to review and finalize any documentation required as a condition for approving any such assignment;

b. Contractor must furnish City with audited financial statements of the proposed subcontractor's operations for the immediately preceding three (3) operating years;

c. Contractor must furnish City with satisfactory proof. (i) that the proposed subcontractor has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement ; (ii) that in the last five (5) years, the proposed subcontractor has not suffered any penalties or sanctions or from any federal, state or local agency having jurisdiction over its waste management operations due to any significant failure to comply with state, federal or local laws and that the proposed subcontractor has provided City with a complete list of such penalties and censures; (iii) that the proposed subcontractor has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed subcontractor conducts its Solid Waste management practices in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of Solid Waste, including Hazardous Waste; (v) of any other

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information required by the City to ensure the proposed subcontractor can fulfill the terms of this Franchise in a timely, safe and effective manner.

Under no circumstances must any proposed subcontract be considered by City if Contractor is in default at any time during the period of consideration.

Section 23.2 Excuse from Performance.

The Parties will be excused from performing their respective obligations during and only during the time they are prevented from so performing by reason of: riots; war or national emergency declared by the President or Congress and affecting City; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of and not the fault of the Party claiming excuse from performance. "Other similar catastrophic events" does not include the financial inability of Contractor to perform or failure of Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where Contractor has failed to exercise reasonable diligence. The Party claiming excuse from performance must, within two (2) Days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. In the event a labor disturbance interrupts Collection or Disposal of Solid Waste by Contractor as required under this Agreement, City may elect to exercise its right of termination under Subsection 19.3.1.

Section 23.3 Computer Hardware and Software.

Contractor must obtain and maintain all necessary computer software, hardware, supplies, personnel and training at Contractor's expense to comply with the City's reporting requirements. Contractor will incur all costs of moving computers, including phone lines in the event they need to relocate. Contractor will maintain a computerized data base, with the capacity to maintain an account history of at least eighteen (18) months. Any older account information will be maintained on diskettes, tape, zip drive, or other electronic format for the full Term and a period of three (3) years after termination or expiration of this Agreement, except as otherwise expressly provided for in this Agreement. City will have access to these records during regular business hours.

Section 23.4 Independent Status.

Contractor is an independent entity and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors, if any. Nothing in this Agreement will be construed as creating a partnership or joint venture between City and Contractor, nor an arrangement for the disposal of hazardous substances. Neither Contractor, nor its officers, employees, agents or subcontractors will obtain any rights to retirement or other benefits, which accrue to City employees.

Section 23.5 Law to Govern; Venue.

The law of the State of California governs this Agreement without regard to any otherwise

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governing principles of conflicts of laws. In the event of litigation between the Parties, venue in State trial courts will lie exclusively in the County. In the event of litigation in a U.S. District Court, exclusive venue will lie in the District of California in which City is located.

Section 23.6 Act Amendments.

This Agreement is part of City's efforts to comply with the provisions of the Act as it may be amended and as implemented by the regulations of CalRecycle or any successor agency, as they from time to time may be amended, and the City's Source Reduction and Recycling Element, as it may be amended. In the event that the Act or other Applicable Laws enacted or amended after this Agreement has been executed prevent, preclude, or eliminate the need for compliance with one or more provisions of this Agreement, or significantly increase Contractor's costs, such provisions of this Agreement will be modified or suspended as may be necessary to comply with such Applicable Law. In the case of an amendment to Applicable Law which has the effect of eliminating the need for a service provided for in this Agreement and City informs Contractor that City desires to discontinue the service, City and Contractor will negotiate a reduction in Rates. In the case of an amendment to any Applicable Law that increases the cost of Contractor's services, Contractor may as provided in Section 12.5 seek an increase to offset the costs directly attributable to the amended or newly enacted provision of Applicable Law.

Section 23.7 Amendments.

All amendments to this Agreement must be in writing and duly executed by the Parties or their authorized representatives as provided in this Agreement. Purported oral amendments will be void and of no force or effect.

Section 23.8 Notices.

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

To City:
City Manager
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

Copy to:
City Attorney
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

To Contractor:
Mr. Jim Harrison
E.J. Harrison & Sons, Inc.
P.O. Box 4009
Ventura, CA 93007

or to such other address as either Party may from time to time designate by notice to the other given in accordance with this Section. Notice will be deemed effective on the date personally served or, if mailed, upon the date of the return receipt.

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Section 23.9 Severability.

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

Section 23.10 Joint Drafting.

This Agreement was drafted jointly by the Parties to this Agreement.

Section 23.11 Attorney's Fees.

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

Section 23.12 Exhibits.

Each of the Exhibits identified below are attached and incorporated by reference as part of this Agreement:

Exhibit A Definitions

Exhibit B Maximum Rate Schedules

Exhibit C Charges and Fees

Exhibit D City Facilities Premises

Exhibit E **[INTENTIONALLY OMITTED**]

Exhibit F Franchise Fees Payment Form

Exhibit G Schedule of Recyclables

Exhibit H Street Sweeping Services

Exhibit I City Sponsored Events

Section 23.13 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to any matter referenced in this Agreement and supersedes any and all other prior writings and oral negotiations. This Agreement may be executed in counterparts, each of which will be considered an original.

OF, City and Contractor have caused this Agreement to be executed as of the date first set forth above.

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CITY:

City of Camarillo,
a California municipal corporation

By: _____
Greg Ramirez, City Manager

CONTRACTOR:

E. J. Harrison & Sons, Inc.
a California corporation

By: Daniel Harrison
Title: Contract Manager

ATTEST:

_____
Carrie Weal, City Clerk

By: _____
Title: _____

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EXHIBIT A

DEFINITIONS

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AB 939 Fee.
"AB 939 Fee" is a fee authorized under Section 41901 of the Act and charged to Customers to pay for the costs incurred by the City in preparing, adopting, and implementing the City's integrated waste management plan.

Act.
"Act" means the California Integrated Waste Management Act of 1989, California Public Resources Code Sections 40000 and following, as currently in force and as it may hereafter be amended or superseded, and as implemented by the regulations of CalRecycle.

Affiliate.
"Affiliate" means a Person which is related to Contractor by virtue of direct or indirect ownership interest in common management. An Affiliate includes a Person in which Contractor owns a direct or indirect ownership interest, a Person which has a direct or indirect ownership interest in Contractor or a Person which is also owned, controlled or managed by any Person or individual which has a direct or indirect ownership interest in Contractor.

Agreement.
"Agreement" means this Amended and Restated Agreement, including all Exhibits, as it may be amended by the Parties from time to time as specified herein. The original Agreement, approved by the Parties in 2014, has undergone several amendments since its inception. To streamline future reviews and ensure clarity, the Parties have consolidated all prior amendments into this new Amended and Restated Agreement, which supersedes the original agreement and its amendment in its entirety. This approach minimizes confusion and provides a single, comprehensive controlling document for reference.

Applicable Law.
"Applicable Law" means all federal, State, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals or other requirements of any governmental agency having jurisdiction over the Collection, processing and Disposal of Solid Waste, Recyclables, Green Waste and other materials Collected pursuant to this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the Term.

Backyard Cart Service.
"Backyard Cart Service" means the provision of Collection services to a SFD in the rear or side of the SFD or other Set-Out Site of the Cart instead of Curbside.

Bill or Billing.
"Bill" or "Billing" means statements of charges for services rendered by Contractor or City to Customers for the Collection of Solid Waste, Recyclables, Green Waste and other services provided by Contractor.

Bin.
"Bin" means a metal Container with a hinged lid and capacity of one (1) to fifteen (15) cubic yards, which is emptied by a front-loading Collection vehicle.

Black Container.
"Black Container" has the same meaning as in 14 CCR Section 18982(a)(28) and will be used for the purpose of storage and collection of Black Container Waste.

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Black Container Waste.
"Black Container Waste" means Solid Waste that is collected in a Black Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Black Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

Blue Container.
"Blue Container" has the same meaning as in 14 CCR Section 18982(a)(5) and will be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

Bulky Items.
"Bulky Items" means large Solid Waste or other discarded waste that cannot or would not typically be accommodated within a Cart including, but not limited to, furniture (including chairs, sofas, mattresses, and rugs); and clothing. Bulky Items do not include abandoned automobiles, Construction and Demolition Debris or items requiring more than two persons to remove.

Business Day.
"Business Day" means days (i.e., Monday through Saturday) during which Contractor's office is open to do business with the public. Business Days do not include Holidays or Sundays.

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

Cart.
"Cart" means a plastic Container with a hinged lid and approximate (±10%) capacities of thirty-two (32), sixty-four (64) and ninety-six (96) gallons on size.

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

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

City.
"City" means the City of Camarillo, California, a municipal corporation, and all the territory lying within the municipal boundaries of City as it currently exists, or as such boundaries may be adjusted.

City Enforcement Officer.
"City Enforcement Officer" means any person who is authorized by the city manager to enforce the provisions of this code.

City Facilities Premises.
"City Facilities Premises" means premises that are owned or operated by City or are otherwise

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public facilities, including, but not limited to, City facilities, parks and open spaces and public receptacles identified at the locations set forth in Exhibit D.

City Manager.
"City Manager" means the City Manager of City or the Manager's designee.

Chapter 9.04.
"Chapter 9.04" means Chapter 9.04 (Solid Waste Collection) of Title 9 of the Camarillo Municipal Code.

Claim.
"Claim" means a claim, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, causes of action, judgments, fines, penalties, interest, and expenses, including, but not limited to, reasonable attorney's and expert's fees.

Collect or Collection.
"Collect" or "Collection" means to take physical possession, remove, and transport.

Commercial or Commercial Premises.
"Commercial" or "Commercial Premises" means any premises that is not a Residential Premises or City Facilities Premises upon which Solid Waste is generated or accumulated.

Commercial Business.
"Commercial Business" or means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this chapter.

Commercial Edible Food Generator.
"Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Sections 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

Commercial Recyclables Collection Service.
"Commercial Recyclables Collection Service" means Collection of Source Separated Recyclables from Commercial Customers in the Service Area and the delivery of the Recyclables to the Designated Transfer and Processing Facility.

Commercial Solid Waste Collection Service.
"Commercial Solid Waste Collection Service" means Collection of Solid Waste from Commercial Customers in the Service Area and the delivery of the Solid Waste to the Designated Disposal Site or Contractor's Facilities.

Compactor.
"Compactor" means a mechanical apparatus that compresses Solid Waste.

Comparable Rate.
"Comparable Rate" means the portion of the rate received by the Solid Waste Handling Services provider, whether it is Contractor or another Person, for Similar Services.

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Complaint.
"Complaint" means a distinct grievance, criticism, or objection in the form of a written letter, email or telephone call either to City or to Contractor regarding Contractor's performance of its duties and obligations under this Agreement. Typical "Complaints" concern missed pick-ups that are not corrected, property damage caused by Contractor, unresponsiveness to requests, billing errors, and similar issues. "Complaint" exclude normal or standard service requests (e.g., exchanging a Bin or Cart), and criticisms directed at City's Solid Waste regulations in Title 9 of the Camarillo Municipal Code.

Compliance Review.
"Compliance Review" means a review of records by the City to determine compliance with the Camarillo Municipal Code.

Community Composting.
"Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, as such materials are alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8). Examples of what qualifies as green, agricultural, food, or vegetative food material, may be found in 14 CCR sections 17852 and 17896.2.

Compost.
"Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this chapter, that "Compost" means the product resulting from the controlled biological decomposition of Organic Waste that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

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

Construction and Demolition Debris.
"Construction and Demolition Debris" means discarded building materials, recyclable construction and demolition materials, wood, packaging, plaster, rock or brick, soil, drywall, cement and rubble resulting from construction, remodeling, and repair and demolition operations.

Consumer Price Index (CPI).
"Consumer Price Index" or "CPI" means the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA not seasonally adjusted, annual average.

Container.
"Container" means any receptacle used for temporary storage of Solid Waste, Recyclables, Green Waste and other materials Collected pursuant to this Agreement including, but not limited to, metal or plastic cans, Carts, Bins, tubs, and Roll-Off Boxes.

Container Contamination" or "Contaminated Container.
"Container Contamination" or "Contaminated Container" means a container, regardless of color, which contains Prohibited Container Contaminants.

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C&D
"C&D" means construction and demolition debris.

Contractor.
"Contractor" means E.J. Harrison & Sons, Inc., a California corporation, or any permitted successors.

Contractor's Facilities.
"Contractor's Facilities" means the E.J. Harrison & Sons, Inc. facilities.

County.
"County" means the County of Ventura.

Curbside.
"Curbside" means the Set-Out Site for Collection where Carts, Bins or loose materials are placed on the street or alley against the face of the curb, or where no curb exists, placed not more than five (5) feet from the outside edge of the street or alley.

Cure Period.
"Cure Period" means the period following written notice of a deficiency, default, or breach during which the Contractor can correct the deficiency or breach. The Cure Period shall begin on the date the notice is delivered and shall last for a period of 30 days, unless otherwise specified in this Agreement.

Customer.
"Customer" means a Generator of Solid Waste receiving Solid Waste Handling Services from Contractor within City pursuant to this Agreement. Customer includes the Occupant, Owner, and Owner Representative, of any Residential or Commercial Premises.

Customer Rates.
"Customer Rates" or "Rates" means Contractor's charges to Customers for the provision of Solid Waste Handling Services under this Agreement.

Customer's Collection Day.
"Customer's Collection Day" means the day of a week that Contractor regularly Collects Solid Waste from a Residential Premises or Commercial Premises.

Day.
"Day" means calendar day unless otherwise specified.

Designated Disposal Site.
"Designated Disposal Site" means the Toland Landfill located at 3500 N. Toland Road, Santa Paula, California, which is owned and operated by the County of Ventura.

Designated Transfer and Processing Facility.
"Designated Transfer and Processing Facility" means Gold Coast Recycling & Transfer Station; 5275 Colt St # 2, Ventura, CA 93003. This facility is owned and operated by E.J. Harrison and Sons.

Designee.
"Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this chapter as authorized in 14 CCR Section 18981.2. A Designee

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may be a government entity, a hauler, a private entity, or a combination of those entities.

Direct Service Provider.
"Direct Service Provider" means a person, company agency, district, or other entity that provides a service or services to City pursuant to a contract or other written agreement, or as otherwise defined in 14 CCR Section 18982(a)(17).

Dispose or Disposal.
"Dispose" or "Disposal" means the final disposition of Solid Waste Collected.

Disposal Fee.
"Disposal Fee" means the fee paid by Contractor to Dispose of Solid Waste at the Designated Disposal Site, otherwise known as a "tipping fee."

Disposal Site.
"Disposal Site" means the place, location, tract of land, area, or premises in use, intended to be used or which has been used for the landfill for Disposal of Solid Waste Collected, including the Designated Disposal Site.

Diversion.
"Diversion" or "Divert" means activities which reduce or eliminate the amount of Solid Waste from Disposal at a Disposal Site.

Edible Food.
"Edible Food" is as defined in 14 CCR Section 18982(a)(18), and includes food intended for human consumption. "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this chapter requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

Effective Date.
"Effective Date" means the date this Agreement becomes effective as identified in Section 4.1.

Electronic Waste (E-Waste).
"Electronic Waste" or "E-Waste" means "Covered Electronic Wastes" as defined in the Act, California Public Resources Code section 42463, in addition to waste that is powered by batteries or electricity, including electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPUs), laptop computers, and peripherals (e.g., external computer hard drives, computer keyboards, computer mice, and computer printers).

Enforcement Action.
"Enforcement Action" means an action of the City to address non-compliance with this chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

Environmental Laws.
"Environmental Laws" means all federal and State statutes, County and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Act; CERCLA; RCRA; the Clean Water Act, 33 U.S.C. Sections 1251 and following; the Toxic Substance Control Act; the Occupational Safety and Health Act, 29 U.S.C. Sections 651 and following; the California Hazardous Waste Control Act, California Health and Safety Code sections 25100 and following; the Porter-Cologne Water Quality Control Act, California Health

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and Safety Code sections 25249.5 and following; all as currently in force or as subsequently amended, and all rules and regulations promulgated under such laws.

Evaluation Period.
"Evaluation Period" means the 12-month timeframe preceding the Contractor's submission of a request for a term extension, during which the City evaluates the Contractor's compliance with performance standards and cure of deficiencies under Sections 4.5.1 and 4.6.

Excluded Waste.
"Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in cities, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

Fiscal Year.

"Fiscal Year" means the period commencing July 1st and ending on June 30th of the following calendar year.

Food Distributor.
"Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

Food Facility.
"Food Facility" is defined in Section 113789 of the Health and Safety Code, as may be amended from time to time, and includes an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level.

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

Food Recovery Organization.
"Food Recovery Organization" is as defined in 14 CCR Section 18982(a)(25), and includes an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

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

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

Food Recovery Service.
"Food Recovery Service" is as defined in 14 CCR Section 18982(a)(26) and includes a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery. A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

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

Food Service Provider.
"Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

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

Food Waste.
"Food Waste" has the meaning set forth for "organic waste" in Public Resources Code section 42649.8."

Food Waste Collection Service.
""Food Waste Collection Service" means Collection of Food Waste from Commercial Customers in the Service Area and the delivery of the Food Waste to Contractor's Facilities or a City-approved processing facility."

Franchise Fees.
"Franchise Fees" means the fees or assessment imposed by City on Contractor because of its status as Party to this Agreement and which, among other things, is intended to offset the City's expenses in administering the franchise and to compensate City for wear, tear and damage to its streets, sidewalks, curbs and gutters and other infrastructure resulting from the exercise of the franchise, the expenses of administering programs for Solid Waste and other environmental services, reporting requirements under the Act and other related expenses. The Franchise Fees are set forth in Exhibit C.

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Generator.
"Generator" means a person or entity that is responsible for the initial creation of any type of waste.

Green Container.
"Green Container" has the same meaning as in 14 CCR Section 18982(a)(29) and will be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

Green Waste.
"Green Waste" or "yard waste" means untreated and unpainted wood, leaves, grass clippings, weeds, pruning, brush, branches, dead plants, tree trimmings, dead trees and other organic wastes generated from landscapes and/or gardens. Green Waste does not include materials not normally produced from gardens or landscape areas, such as brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood.

Grocery Store.
"Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

Gross Receipts.
"Gross Receipts" means the gross income to Contractor from the performance of Solid Waste Handling Services under this Agreement, including the total amount actually received or receivable, including all receipts, cash, credits, and property of any kind or nature.

Hazardous Waste.
"Hazardous Waste" is a material or mixture of materials which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged, or any waste which is regulated as a hazardous waste, toxic waste, hazardous chemical substance or mixture, or asbestos under Applicable Law, including:

a. "Hazardous Waste" pursuant to Section 40141 of the California Public Resources Code, regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code, all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Sections 25110.2, 25115, and 25117 of the California Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code section 25100 and following, and future amendments to or recodification of such statutes or regulations promulgated thereunder, including Title 23 of the California Code of Regulations, Sections 2521 and 2522;
b. Materials regulated under RCRA;
c. Materials regulated under the Toxic Substance Control Act;
d. Materials regulated under CERCLA;
e. Materials regulated under any future additional or substitute federal, State or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste; and
f. Household Hazardous Waste.

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Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over Hazardous Waste, the term "Hazardous Waste" will be construed to have the broader, more encompassing definition.

High Diversion Organic Waste Processing Facility.
"High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5€ for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

Holidays.
"Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Holiday (Christmas) Trees.
"Holiday (Christmas) Trees" means trees targeted for diversion that were purchased and used in celebration of Christmas and other Holidays in December and January.

Household Batteries.
"Household Batteries" means disposable or rechargeable dry cells (e.g., A, AA, AAA, B, C, D, 9-volt, button-type) commonly used as power sources for household or consumer products including, but not limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium, manganese, and carbon-zinc batteries, but excluding automotive lead acid batteries.

Household Hazardous Waste.
"Household Hazardous Waste" means any Hazardous Waste generated incidental to owning or maintaining a place of residence, excluding any Hazardous Waste generated in the course of operating a business concern at a residence pursuant to California Health and Safety Code sections 25218 and following.

Household Hazardous Waste Fee.
"Household Hazardous Waste Fee**"** is the fee used to support the City's Household Hazard Waste program, which provides safe and environmental sound collection and disposal services for Household Hazardous Waste.

H&S Code.
"H&S Code" means the California Health and Safety Code.

Indemnitees.
"Indemnitees" means City, its officers, employees, contractors, agents and volunteers.

Inspection.
"Inspection" means a site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

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

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

Local Education Agency.
"Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

Material Breach.
"Material Breach" means a substantial failure by a Party to perform any of its obligations under this Agreement that significantly affects the other Party's rights, benefits, or obligations as outlined herein.

Material Recovery Facility (MRF).
"Materials Recovery Facility" or "MRF" means a permitted facility where Solid Waste, Recyclables, Green Waste, and other materials are processed, sorted or separated for the purposes of recovering reusable or Recyclables. For the purposes of this Agreement, the MRF is the Designated Transfer and Processing Facility.

Maximum Rate.
"Maximum Rate" means the maximum monetary amounts, as adjusted pursuant to Article 12, that may be charged a Customer by Contractor for providing Collection services of Solid Waste, Source Separated Recyclables, Source Separated Green Waste and other services provided Residential Premises and Commercial Premises, and as provided in Exhibit B.

Mediation Process.
"Mediation Process" means the structured negotiation facilitated by a neutral third-party mediator to resolve disputes prior to initiating arbitration, as outlined in Section 19.1.2.

MFD Green Waste Collection Service.
"Green Waste Collection Service" means Collection of Source Separated Green Waste from MFD Customers in the Service Area and the delivery of the Green Waste to the Designated Transfer and Processing Facility.

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MFD Organics Collection Service.
"Organics Waste Collection Service" means Collection of Source Separated Organic Waste from MFD Customers in the Service Area and the delivery of the Organic Waste to the Designated Transfer and Processing Facility.

MFD Recyclables Collection Service.
"MFD Recyclables Collection Service" means Collection of Source Separated Recyclables from MFD Customers in the Service Area and the delivery of the Recyclables to the Designated Transfer and Processing Facility.

MFD Solid Waste Collection Service.
"MFD Solid Waste Collection Service" means Collection of Solid Waste from MFD Customers in the Service Area and the delivery of the Solid Waste to the Designated Disposal Site.

Mixed Waste.
"Mixed Waste" means a combination of various types of waste.

Mulch.
"Mulch" means a material used for landscaping, soil amendment or erosion control that results from the mechanical breakdown (chipping and grinding) of materials, including, but not limited to, Green Waste, yard trimmings and wood byproducts.

Multi-Family Residential Dwelling or Multi-Family (MFD).
"Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

Multi-Family Dwelling (MFD) Complex.
"Multi-Family Dwelling Complex" or "MFD Complex" means Multi-Family Dwellings that have centralized Collection for all dwelling units in the complex and are billed to one address.

Non-Binding Arbitration.
"Non-Binding Arbitration" means the resolution of a dispute through the presentation of evidence and arguments before a neutral arbitrator, whose decision is not legally binding on the Parties unless mutually agreed otherwise.

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

Non-Organic Recyclables.
"Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

Notice of Deficiencies.
"Notice of Deficiencies" means a written notice issued by either Party under Section 19.1.1, asserting a material breach of the Agreement or that the defending Party's performance fails to comply with the Agreement or Applicable Law, and detailing the specific breach or non-compliance.

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Notice of Mediation.
"Notice of Mediation" means the written notice issued by either Party pursuant to Section 19.1.2, demanding participation in a third-party mediation.

Notice of Non-Binding Arbitration.
"Notice of Non-Binding Arbitration" means the written notice issued by either Party pursuant to Section 19.2, demanding Non-Binding Arbitration.

Notice of Violation (NOV).
"Notice of Violation" or "NOV" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

Occupant.
"Occupant" means a Person who occupies a Residential Premises or Commercial Premises.

On-Call Service.
"On-Call Service" means Collection service provided by Contractor that is scheduled no less than twenty-four (24) hours in advance. On-Call Service is initiated by a Customer contacting Contractor. On-Call Services provided pursuant to Article 5 are not Unscheduled Services.

Organic Waste.
"Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a)(4).

Organic Waste Generator.
"Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

Overloaded.
"Overloaded" means the amount of Solid Waste or Source Separated Recyclables placed in or adjacent to a Bin that is in excess of the Bin capacity.

Owner.
"Owner" means the Person holding legal title to the real property constituting the Residential Premises or Commercial Premises.

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

Party/Parties.
"Party/Parties" means City and Contractor, individually and collectively.

Permitted Set-Out Site.
"Permitted Set-Out Site" means the Set-Out Site mutually agreeable to the Customer and Contractor when it is determined by Contractor that Curbside Cart Collection by an automated

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Collection vehicle is not possible for reasons including, but not limited to, irregularly designed streets, lack of suitable Curbside placement or streets with no place for an automated Collection vehicle to turn around at the end, or the Set-Out Site mutually agreeable to the Customer and Contractor for Bins, which is not within the public right-of-way.

Person.
"Person" means any individual, firm, agency, contractor, limited liability company, cooperative, association, organization, partnership, limited partnership, public or private corporation, consortium, trust, joint venture, commercial entity, regulatory authority, governmental entity, including the United States, the State, counties, towns, cities, or special purpose districts, or any other legal entity.

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

Prior City Franchise Agreements with E.J. Harrison.
"Prior City Franchise Agreements with E.J. Harrison" means collectively that certain "Amended and Restated Residential Solid Waste Franchise Agreement" originally entered into as of January 31, 1996, as amended, and that certain "Franchise Agreement for Collection, Diversion, and Disposal of Solid Waste, and Collection and Transport for Processing of Recyclable and Green Waste Materials Generated from Commercial and Industrial Uses Located in the City" originally entered into as of September 1, 2000, as amended.

Prohibited Container Contaminants.
"Prohibited Container Contaminants" is as defined in 14 CCR Section 18982(a)(55), and includes the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container; (iii) discarded materials placed in the Black Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

Public Works Director.
"Public Works Director" means the director of City's Public Works Department or the director's designee.

RCRA.
"RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 and following, as may be amended and related federal, State and local laws and regulations.

Recovered Organic Waste Products.
"Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

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Recovery.
"Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

Recyclables or Recyclable Materials.
"Recyclables" or "Recyclable Materials" means materials that are part of the Solid Waste stream which can be Recycled consistent with the requirements of the Act. The current schedule of materials that may qualify as Recyclables is set forth in Exhibit G.

Recycle.
"Recycle" means the process of sorting, cleansing, treating and reconstituting of Recyclables, which would otherwise be Disposed of at a Disposal Site, for the purpose of returning the Recyclables to the economy in the form of raw materials for reused, remanufactured or reconstituted products.

Recycled-Content Paper.
"Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

Remedies Under Article 21.
"Remedies Under Article 21" means the additional actions available to the City, including but not limited to injunctive relief, damages, or enforcement of performance guarantees, as provided in Article 21.

Remote Monitoring.
"Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Black Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

Residential or Residential Premises.
"Residential" or "Residential Premises" means of, from, or pertaining to Single-Family Dwellings (SFD) and Multi-Family Dwellings (MFD), including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, cooperative apartments, MFD Complexes and other dwelling units where people reside.

Restaurant.
"Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

Roll-Off Box.
"Roll-Off Box" means a Container with a capacity from ten (10) to forty (40) cubic yards, which is typically pulled onto a roll-off vehicle used to transport Solid Waste. A Roll-Off Box may be open topped or enclosed with or without a compaction unit (compactor).

Roll-Off Box Collection Service.
"Roll-Off Box Collection Service" means Collection of Roll-Off Boxes from Commercial Customers in the Service Area.

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Route Review.
"Route Review" means a visual Inspection of containers along a hauler route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

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

SB 1383 Regulations.
"SB 1383 Regulations" means or refers to, for the purposes of this chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

Scavenging.
"Scavenging" means the unauthorized removal of Recyclables. Scavenging is prohibited by Public Resources Code section 41950.

Self-Hauler.
"Self-Hauler" means the responsible person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person/facility. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

Service Area.
"Service Area" means the jurisdictional boundaries of City.

Set-Out Site.
"Set-Out Site" means the location on a Residential Premises, Commercial Premises or City Facilities Premises where Carts, Bins or loose Solid Waste are placed for Collection. Set-Out Sites include Curbside and a Permitted Set-Out Site.

SFD Green Waste Collection Service.
"SFD Green Waste Collection Service" means Collection of Source Separated Green Waste from SFD Customers in the Service Area and the delivery of the Green Waste to the Designated Disposal Site.

SFD Recyclables Collection Service.
"SFD Recyclables Collection Service" means Collection of Source Separated Recyclables from SFD Customers in the Service Area and the delivery of the Recyclables to the Designated Transfer and Processing Facility.

SFD Solid Waste Collection Service.
"SFD Solid Waste Collection Service" means Collection of Solid Waste from SFD Customers in

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the Service Area and the delivery of the Solid Waste to the Designated Disposal Site or Contractor's Facilities.

Similar Service.
"Similar Service" means the Solid Waste Handling Services provided in similar type of service, Container capacity, and frequency of Collection. Similar Service for Residential Customers refers to an automated Cart system utilizing one Cart for Solid Waste, one Cart for Recyclables and one Cart for Green Waste in which Solid Waste, Recyclables and Green Waste are Collected weekly. Similar service for Commercial Customers refers to Solid Waste or Recyclables Collected using Bins in which Solid Waste and Recyclables are Collected weekly.

Single-Family Dwelling (SFD).
"Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) dwelling units., including homes, duplexes, condominiums and townhomes.

Solid Waste.
"Solid Waste" has the same meaning as defined in Public Resources Code Section 40191, which defines Solid Waste as all putrescible and no putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

A. Hazardous waste, as defined in the State Public Resources Code Section 40141.
B. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
C. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste must not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste will be regulated pursuant to Division 30 of the State Public Resources Code.

Solid Waste Handling Service.
"Solid Waste Handling Service" means the Collection, storage, transfer, disposition or processing of Solid Waste.

Source Separated.
"Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the chapter, Source Separated will include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Black Container Waste/Mixed Waste or other Solid Waste for the purposes of collection and processing. "Source Separated" means

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materials which otherwise would become Solid Waste, but have been segregated by the Generator, such as Recyclables or Green Waste, for the purpose of Solid Waste, Recycling, or composting, to be Collected by Contractor or other Persons.

Source Separated Blue Container Organic Waste.
"Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(26.7).

Source Separated Green Container Organic Waste.
"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

Source Separated Recyclable Materials.
"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste

State.
"State" means the State of California.

Street Sweeping Services.
"Street Sweeping Services" means the process of removing debris and cleaning streets and other specified locations at times, frequencies, and in a manner consistent with the provisions of this Agreement.

Supermarket.
"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

Term.
"Term" means the Term of this Agreement as set forth in Section 4.4, including any extensions.

Tier One Commercial Edible Food Generator.
"Tier One Commercial Edible Food Generator" is as defined in 14 CCR Section 18982(a)(73), and includes the following:

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

Tier Two Commercial Edible Food Generator.
"Tier Two Commercial Edible Food Generator" is as defined in 14 CCR Section 18982(a)(74), and includes the following:

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

Ton.
"Ton" or "Tonnage" means a unit of measure for weight equivalent to two thousand (2,000) pounds where each pound contains sixteen (16) ounces.

Total Billings.
"Total Billings" means Billings for any and all monies, compensation, fees, charges, consideration, and revenue submitted to Customers for payment to Contractor, its Affiliates, subsidiaries, parents and any Person in which Contractor has a financial interest, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Contractor under this Agreement, in accordance with generally accepted accounting principles. Total Billings includes, without limitation, the Maximum Rates according to Article 12 and as set forth in Exhibit B and Customer Rates paid by Customers, without subtracting Franchise Fees or any fees or payments imposed on Contractor pursuant to this Agreement.

Toxic Substance Control Act.
"Toxic Substance Control Act" means the federal Toxic Substance Control Act, 15 U.S.C. Sections 2601 and following as may be amended and related federal, State and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Sections 25300 and following, as may be amended.

Transfer and Processing Facility.
"Transfer and Processing Facility" means a facility primarily used for the purpose of Recycling and transferring Solid Waste from Collection vehicles to transfer vehicles to more efficiently transport Solid Waste to a Disposal Site.

Universal Waste (U-Waste).
"Universal Waste" or "U-Waste" means all wastes defined by Title 22 of the California Code of Regulations sections 66273.1 and following, including, but not limited to, Household Batteries, fluorescent light bulbs, mercury switches and E-Waste.

Unscheduled Service.
"Unscheduled Service" means services that are unscheduled or provided on an intermittent, less than monthly basis. Unscheduled Service does not include Collection services provided under this Agreement, including the services identified in Article 5 at the Maximum Rates according to Article 12 or Customer Rates.

White Goods.
"White Goods" means major appliances, including, but not limited to, washing machines, clothes dryer, hot water heaters, dehumidifiers, conventional ovens, microwave ovens, stoves, refrigerators, freezers, air-conditioners, trash compactors and residential furnaces.

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Wholesale Food Vendor.
"Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 18982(a)(76).

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EXHIBIT B

MAXIMUM RATE SCHEDULES

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Residential Services
Single-Family Dwellings

Effective: July 1, 2024

Schedule I – Monthly Rates for Weekly Residential Service

Service Level	Cart Configuration	Monthly Rate
Minimum Service	1 32-gallon Solid Waste 1 96-gallon Recycle (unlimited service) 1 96-gallon Green/Organics Waste (unlimited service)	$32.53
Standard Service-1	1 64-gallon Solid Waste 1 96-gallon Recycle (unlimited service) 1 96-gallon Green/Organics Waste	$35.89
Standard Service-2	1 96-gallon Solid Waste 1 96-gallon Recycle (unlimited service) 1 96-gallon Green/Organics Waste	$37.39
Hi Volume-Option 1	1 96-gallon Solid Waste 1 96-gallon Recycle (unlimited service) 2 96-gallon Green/Organics Waste	$46.93
Hi Volume-Option 2	1 96-gallon and 1 64-gallon Solid Waste 1 96-gallon Recycle (unlimited service) 1 96-gallon Green/Organics Waste	$46.93

As a convenience, Customers may opt for smaller Cart sizes at the standard and hi-volume service levels; however, monthly charges will remain as shown in Schedule I.

Schedule II - Monthly Rates for Permanent Extra Carts

Permanent extra Carts are Solid Waste and Green/Organics Waste Carts in addition to those noted in Schedule I. Permanent additional service is not to be used for short-term (less than one year) periods. Monthly service rates for permanent extra Carts are as follows:

Solid Waste/Green Waste Cart Size	Monthly Rate
Additional 32-gallon Solid Waste Cart	$7.60
Additional 64-gallon Solid Waste Cart	$11.32
Additional 96-gallon Solid Waste Cart	$15.12
Additional 96-gallon Green/Organics Waste Cart	$15.12

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Schedule III - Other Service Charges

Service	Charge	Notes
Bulky Items Pick-up	4 free per calendar year	A special disposal fee may apply. Charge applicable only if free bulky items limit has been exhausted.
Other Bulky Items (stuffed chairs, washers, dryers, heaters, water heaters, mattresses, sofas, etc.	$25.62	Charge applicable only if free bulky items limit has been exhausted.
Refrigerators	$25.62	Each disposal.
Freon Removal	$10.25	Each disposal.
Electronics, TVs, Computer Monitors, Electronic Waste, etc.	$25.62	Charge applicable only if free bulky items limit has been exhausted.

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MONTHLY SOLID WASTE RATES FOR COMMERCIAL PREMISES

Effective: July 1, 2024

Monthly service rates for Solid Waste and Recycling Collection Service at Commercial Premises are as follows:

Schedule I – Solid Waste Program

Volume	Number of Pickups Per Week					
Solid Waste Cart/Bin	**One**	**Two**	**Three**	**Four**	**Five**	**Six**
64 or 96-gallon cart	$51.13	$99.04	$146.96	N/A	N/A	N/A
Each ½ cu. yd. bin	$159.21	$270.20	$381.19	$492.16	$603.15	$714.11
Each 3 cu. yd. bin	$229.46	$355.34	$481.20	$607.09	$732.99	$858.87

Generators must generate a minimum of nine cubic yards of Solid Waste weekly to qualify for free Recycling Container(s) and Schedule I rates.

The rates established in Schedule II above include free Recycling Container(s) and service. Recycling Container(s) may not contain more than 10 percent contaminants (non-Recyclable Materials) as determined by the City. Generators unable to meet cleanliness requirement will be charged for Recycling Containers at the rate charged for Solid Waste Container(s). Generators charged for collection of Recycling Containers because of non-compliance with the cleanliness requirement are eligible for free Recycling when the cleanliness requirement is achieved for three consecutive months. Any Generator that (because of excessive weight) has a landfill charge that exceeds 40 percent of the monthly charge will be charged for the additional weight plus a 25 percent handling fee.

Schedule II - Recycle Program

Volume	Number of Pickups Per Week					
Recycle Waste Cart/Bin	**One**	**Two**	**Three**	**Four**	**Five**	**Six**
64 or 96-gallon Cart	$20.00	$40.00	$60.00	N/A	N/A	N/A
Each 1½ cu. yd. Bin	$110.99	$221.98	$332.97	$443.96	$554.95	$665.94
Each 3 cu. yd. Bin	$125.88	$251.76	$337.64	$503.52	$629.40	$755.28

Schedule III - Green Waste (Landscape Waste) Program

Volume	Number of Pickups Per Week					
Green Waste Cart/Bin	**One**	**Two**	**Three**	**Four**	**Five**	**Six**
96-gallon Cart	$38.49	$73.67	$107.43	N/A	N/A	N/A
Each 1½ cu. yd. Bin	$97.53	$195.09	$292.61	$390.15	$487.69	$585.22
Each 3 cu. yd. Bin	$110.64	$221.27	$331.93	$442.56	$553.19	$715.04

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Schedule IV – Food Waste (Organics) Diversion Collection Program

Volume	Number of Pickups Per Week					
Food Waste Cart/Bin	**One**	**Two**	**Three**	**Four**	**Five**	**Six**
Each 32 or 64-gallon Cart	$51.13	$99.04	$146.96	N/A	N/A	N/A
Each 1½ cu. yd. Bin	$159.21	$270.19	$381.19	$492.16	$603.15	$714.11
Each 3 cu. yd. Bin	$229.46	$355.34	$481.21	$607.09	$733.00	$858.88

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MONTHLY SOLID WASTE RATES FOR RESIDENTIALLY ZONED LOTS
(MULI-FAMILY UNITS)

Effective: July 1, 2024

Monthly service rates for Solid Waste and Recycling Collection Service at Residential Multi-Family Dwellings, Condominium Units, and Mobile Home Parks that have Commercial Bin-type Solid Waste Service are as follows:

Schedule I - Monthly Rates for Mult-Family Dwellings

Volume	Number of Pickups Per Week					
Solid Waste Bin	**One**	**Two**	**Three**	**Four**	**Five**	**Six**
Each 1½ cu. yd. Bin	$149.18	$253.17	$347.32	$448.44	$549.56	$669.13
Each 3 cu. yd. Bin	$215.01	$332.95	$450.91	$568.85	$686.82	$804.78

The rates established in Schedule I include free Recycling Container(s) at every site on the lot where Solid Waste Container(s) are located.

Any customer that (because of excessive weight) has a landfill charge that exceeds 40 percent (40%) of the monthly charge will be charged for the additional weight plus a 25 percent (25%) handling fee.

Schedule II – Recycle Program

Volume	Number of Pickups Per Week					
Recycle Cart/Bin	**One**	**Two**	**Three**	**Four**	**Five**	**Six**
64 or 96-gallon Cart	$6.67	$13.33	$20.00	N/A	N/A	N/A
Each 1½ cu. yd. Bin	$34.63	$69.26	$103.89	$138.51	$173.14	$207.77
Each 3 cu. yd. Bin	$39.27	$78.55	$117.82	$157.10	$196.37	$235.64

Schedule III – Green (Landscape) Waste Program

Volume	Number of Pickups Per Week					
Green Waste Cart/Bin	**One**	**Two**	**Three**	**Four**	**Five**	**Six**
96-gallon Cart	$38.49	$73.67	$107.43	N/A	N/A	N/A
Each 1½ cu. yd. Bin	$98.16	$196.35	$294.49	$392.67	$490.85	$589.00
Each 3 cu. yd. Bin	$111.35	$222.71	$334.07	$445.43	$556.76	$668.12

Schedule IV – Organics Food Waste Program

Volume	Number of Pickups Per Week					
Organic Waste Cart/Bin	**One**	**Two**	**Three**	**Four**	**Five**	**Six**
32 or 64-gallon Cart	$51.13	$99.04	$146.96	N/A	N/A	N/A

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Each 1½ cu. yd. Bin	$159.21	$270.19	$381.19	$492.16	$603.15	$714.11
Each 3 cu. yd. Bin	$229.46	$355.34	$481.21	$607.09	$733.00	$858.88

Schedule V - Regularly Scheduled Roll-Off Service Charges

Service	Charge	Notes
Deposit one time	$300.00	
Delivery	$47.64	Does not apply to regularly scheduled customers.
Hauling	$147.32	+ tipping fee.
Compactor	$193.57	+ tipping fee.
Dump/Gold Coast Fees	Current Tip Fee	Per ton.
Processing Fee	$10.55	Per load.
Rent per day after 3 days	$3.00	Per day. Waived for regularly scheduled customers.
Calwood	Current Tip Fee	Per ton.
Damage to roll-off bin caused by Service Recipient	$425.00	Per occurrence.
Dry Run/Move Box/Blocked Box	$47.64	Per occurrence.
Overweight per each ton over 10 tons	$25.00	In addition to tipping fee.
No hauls in 30 days	$15.00	Per day.

Schedule VI - Other Service Charges

Service	Charge	Notes
3 cu. yd bin rental	$108.50	Per dump.
	$2.61	Rent per day after 7 days.
Walk-in, Drive in, Pull-out (per month)	$20.71/month	Per month for first container up to 50 ft.
	$12.19	Each additional container.
Drive-in with bin truck	$12.19	Per pickup per bin.
Trailer bins	$23.15/month	Per bin.
Damage to bins caused by service recipient	$222.49	Per occurrence.
Locks		
Set-up charge (installation)	$17.96	Per occurrence.
Monthly fee	$8.38	Per month.

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Service	Charge	Notes
Replacement Lock	$30.00	Per occurrence.
Overweight/Compacted Bin	Up to 150% surcharge	Based on amount of extra weight.
Contaminated Recycling or Green Waste Cart	$10.25	If cart taken by recycle or green/organics waste truck.
Very Contaminated Recycling or Green Waste Cart	$30.74	If cart needs to be emptied by trash truck.
Cart Exchange (more than 1 free request per year)	$40.00	Per occurrence.
Cart Removal Fee (Delinquent Accounts)	$35.86	Per occurrence.
Change of Service (more than 1 free time per year)	$25.62	Per occurrence.
Cart Replacement (other than arson or theft)	$46.11	Per occurrence.
Bad Check Fee	$20.49	For services billed by Harrison.
Bad Debt Collection Fee	$25.62	Per occurrence.
Extra Collection/Go Back Fee	$25.00/per cart	Per occurrence.
Bin Changes (1 free per calendar year)	$50.00	Per occurrence.
Car tires under 36”	$7.17	Each disposal.
Car tires between 36” to 60”	$10.25	Each disposal.
Car tires over 60”	$204.92	Each disposal.
Items not listed		Rate is set by hauler.
Extra Collection/Go Back Fee 1.5 cubic yard Solid Waste/Food Waste	$44.89	Per bin Per Pickup.
Extra Collection/Go Back Fee 1.5 cubic yard Green/Organics Waste	$39.27	Per bin Per Pickup.
Extra Collection/Go Back Fee 1.5 cubic yard Recycle	$33.66	Per bin Per Pickup.
Extra Collection/Go Back Fee 3 cubic yard Solid Waste/Food Waste	$50.49	Per bin Per Pickup.
Extra Collection/Go Back Fee 3 cubic yard Green/Organics Waste	$44.89	Per bin Per Pickup.
Extra Collection/Go Back Fee 3 cubic yard Recycle	$39.27	Per bin Per Pickup.

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EXHIBIT C

ADMINISTRATIVE CHARGES AND FEES

Franchise Fee

The Franchise Fee is six percent (6%) of Contractor's Gross Receipts derived from its Residential and Commercial Solid Waste Handling Services within the City.

Customer Service Fee

The Customer Service Fee for Residential Customers is $1.44 per account. Contractor will pay the City two-thirds (2/3) of all collected Gross Receipts from Residential Solid Waste Handling Services within the City.

AB 939 Fee

The AB 939 Fee for Residential Customers is $0.23 per account, which is added to each Customer’s monthly Billing.

The AB 939 Fee for the Commercial sector is two and a half percent (2.5%) of Contractor's Gross Receipts derived from its Commercial Solid Waste Handling Services, but not less than $80,000 annually.

Household Hazardous Waste (HHW) Fee

The HHW Fee for Residential Customers is $0.28 per account, which is added to each Customer’s monthly Billing.

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EXHIBIT D

CITY FACILITIES PREMISES

Facilities	Address
City Hall	601 Carmen Drive
Corp. Yard	283 S. Glenn Drive
Library	4101 Las Posas Road
Police Station	3701 Las Posas Road
Farmers Market	2220 Ventura Boulevard
Sanitation Plant	150 Howard Road

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EXHIBIT E

[INTENTIONALLY OMITTED]

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EXHIBIT F

FRANCHISE FEES PAYMENT FORM

Doc ID: 2ebe44b3555978379f27cbd4663958013249486872

RESIDENTIAL FRANCHISE QUARTERLY FEES PAYMENT FORM

FRANCHISEE NAME: _____

Quarter #: _____

Total Residential accounts: Single-Family _____
Multi-family under 5 units: _____
TOTAL RESIDENTIAL ACCOUNTS: _____

Total Months Reporting 3
Total Accounts Reporting: (Accounts X Months): _____

Residential AB 939 Fee: $0.23/account
Total AB 939 Fee (Total Accounts X AB 939 Fee): $_____
Residential Household Hazardous Waste (HHW) Fee: $0.28/account
Total HHW Fee (Total Accounts X HHW Fee): $_____

Franchise Fee: 6% Gross Receipts
Gross Receipts $_____

6% Franchise Fee (6% x Gross Receipts) $_____

Total Solid Waste Contract Fees: (AB 939+HHW+FranchiseFee) **$**_____

Customer Service Fees to City:

Total Residential Accounts _____
Customer Service Fee: $1.44/month/account X 3 months $4.32 / quarter

Total Customer Service fee collected: $_____

City Customer Service Allocation due: Total CS fee X 2/3 $_____

Receipt Utility Billing Charge ($1.44 X # of accounts)

The undersigned affirms to be authorized and qualified to act on behalf of franchisee, has prepared this report from official accounting records, and will maintain the source documents and related permanent financial records, subject to audit, at the following address:

Authorized Signature _____ _____
Print Name **Date**

Please mail this report and submit fees to:
City of Camarillo: Finance Department
601 Carmen Drive
Camarillo, CA 93010

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COMMERCIAL FRANCHISE QUARTERLY FEES PAYMENT FORM

FRANCHISEE NAME: _____

Quarter #: _____

Total Commercial Receipts for the Month/s of **3**	$ _____
Less Refunds to Customers _____	$ _____
Gross Receipts	$ _____
6% Franchise Fee: (6% x Gross Receipts)	$ _____
2.5% AB 939 Fee: (2.5% x Gross Receipts)	$ _____
Total Fees	**$** _____

The undersigned affirms to be authorized and qualified to act on behalf of franchisee, has prepared this report from official accounting records, and will maintain the source documents and related permanent financial records, subject to audit, at the following address:

Authorized Signature _____ _____

Print Name **Date**

Please mail this report and submit fees to:
City of Camarillo: Finance Department
601 Carmen Drive
Camarillo, CA 93010

Doc ID: 2dbe44b3555978379f727cbd4663958013249486872

EXHIBIT G

SCHEDULE OF RECYCLABLES

The current schedule of Recyclables includes the following items, as well as any additional materials that Contractor may request to add from time to time upon the written consent of the City Manager:

Newsprint (including inserts, coupons and store advertisements)	Mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, milk and juice cartons, office ledger paper, legal pad backing, shoeboxes and telephone books)
Glass containers (including brown, clear, blue and green glass bottles and jars)	Aluminum (including beverage containers and foil products)
Small scrap and cast aluminum (not exceeding fifty (50) pounds in weight nor three (3) feet in any dimension for any single item)	Steel including "tin" cans, aerosol cans (empty, non-toxic products) and small scrap (not exceeding fifty (50) pounds in weight nor three (3) feet in any dimension for any single item)
Bimetal containers; all plastics (Types #1-7), except expanded Polystyrene (EPS); aseptic packaging; textiles; and Household Batteries.	

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EXHIBIT H

STREET SWEEPING SERVICES

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STREET SWEEPING SERVICES

1. PERFORMANCE OF SERVICES.

A. Contractor will perform, or cause to be performed by a subcontractor approved by City, Street Sweeping Services as provided in this Exhibit H. The streets and parking lots to be swept are depicted in Attachment H-A (Street & Parking Lot Inventory and Map).

B. Contractor will conduct operations as to cause the least possible obstruction and inconvenience to public traffic. Sweeping must be accomplished in the same direction as traffic flow at all times during sweeping. Sweepers must operate at speeds recommended by the manufacturer for optimum sweeping (typically six (6) to eight (8) miles per hour). The work performed by Contractor must include sweeping all areas of the street including a minimum eight-foot (8') width as measured from the outside edge of the gutter broom in a single pass as close as practicable to the face of curb, or to the edge of pavement where no curb exists, for both street edge curbs on raised medians and all intersection cross-gutters. Therefore, a road with a curb on both sides of the street and a curbed median must receive at least four (4) passes with sweeping equipment to be considered swept. Noses or ends of curbed median areas and curb returns are to be maintained on the same frequency as the median or intersection for which they are associated. Cul-de-sacs, curb returns (radii) and curb bulb-outs, and gutters behind detached curb bulb-outs of all streets will be swept along their entire length and free of debris on scheduled sweep days. Storm drain inlets are to remain free of debris and not collect sweeping debris during operations of the curb sweeping process. All debris along the sweeping path, no matter what quantity, is to be removed from the public right of way and properly disposed. The City Manager must be notified immediately of the occurrence of unusually heavy debris that cannot be removed by extra effort sweeping. Extra effort may be required to remove dirt/silt smear remaining in the swept pathway. Extra effort is expected during bad weather. The cost for extra effort is included in the approved Monthly Charge, and no additional compensation will be given by City.

C. Contractor must remove all loose debris and material normally picked up and removable by a fully operational mechanical or vacuum street sweeper. This includes, but is not limited to: sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter. Contractor must immediately remove debris swept onto driveway aprons, sidewalks, and access ramps. If debris cannot be removed with mechanical sweeping, Contractor must remove debris manually. The cost for manually removing debris, excepting non-sweepable items as defined below, swept from the roadway and onto driveway aprons, sidewalks, and access ramps is included in the approved charge, and no additional compensation will be given. Cul-de-sacs, which are too small for sweepers to clear the turning radius, must be swept by hand. All paved medians, which are too small for sweepers must be swept by hand.

D. Contractor agrees to divert and cause to be Recycled at least 80% of the swept debris.

E. Non-swept or non-sweepable small items such as small tree limbs, palm fronds, rocks, silt, mud, trash and debris must be collected and removed by Contractor from

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the normal sweeping path. Larger obstructions such as tree limbs, construction or landscape contractor debris, must be immediately reported to the City Manager so that the City may cause the removal of such large obstructions.

F. City may adjust the scheduling of sweeping routes so that better overall service may be achieved. This may include having the sweeper driver working with City landscaping crews so that minor debris from landscaping operations on arterial streets that land in the gutter will be swept up by the sweeper driver within one hour.

G. Contractor must leave the designated areas of sweeping free of dirt, litter, debris, obstructions, smears, and visible dust to the maximum extent practicable. If streets that do not meet the maximum extent practicable standards for sweeping on the scheduled sweeping day, then Contractor must sweep the deficient street within 24 hours after the normal sweeping day at no cost to the City. The determination of maximum extent practicable will be at the sole discretion of the City Manager. Contractor must immediately notify the City Manager, or designated representative, when a street or section of a street will be or has been missed during regularly scheduled street sweeping. Contractor must notify a City designated representative when re-sweeps are scheduled.

H. Contractor must properly obtain potable water (or water of similar quality) used for dust control, and no additional compensation will be allowed for such water. If Contractor intends to use City of Camarillo water it will need to obtain an application and arrangements to get a water meter from the City's water division and pay for the water at the rates applicable at the time of usage. Dust suppression must be employed during all sweeping operations to comply with all State and local regulations for dust control.

1. Contractor must properly dispose of all debris collected by the sweeping operations. Weight tickets documenting the quantity of debris disposed of are required and must be submitted to City each calendar year. Each calendar year, Contractor must also assist the City Manager in the collection of representative samples from the collected debris as may be required by regulatory agencies. Additional information may be requested by the City Manager as necessary.

I. City will notify Contractor of needed corrections and any re-sweeps required following complaints received by City. In the event that the results of a sweep are considered to be unsatisfactory, City will notify contractor of the exact location and description of such deficiency. Contractor must re-sweep the unsatisfactory area at its sole expense within the time limits specified.

J. Contractor must meet all applicable Air Quality Management District requirements including the use of certified less-polluting sweepers in the performance of its services.

K. Contractor must comply with all City sound control and noise level rules, regulations and ordinances.

L. Contractor is responsible for collecting, transporting, and disposing of all Solid Waste collected within City-limits to a Designated Disposal Site, and in accordance with applicable federal, State, and local laws and regulations, including the Clean

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Water Act and the City's National Pollutant Discharge Elimination System ("**NPDES**") permit program. All costs for such disposal will be paid directly by the Contractor.

M. Contractor must conduct all aspects of work in accordance with Chapter 9.32 of the Camarillo Municipal Code and in a manner that prevents or minimizes to the maximum extent practicable the discharge of pollutants into surface waters, dry creek beds or into the City's municipal separate storm sewer system ("**MS4**"). This includes preventing or minimizing to the maximum extent practicable the release of pollutants into systems that may convey stormwater to the MS4, including but not limited to: paved streets, driveways, alleys, gutters, ditches, manmade channels, catch basins, yard or area drains connected to the street.

N. Chapter 9.32 of the Camarillo Municipal Code prohibits any discharge that would result in or contribute to a violation of the City's (MS4)/NPDES Permit, and its successors, issued by the Regional Water Quality Control Board ("**Regional Board**") in accordance with the Federal Clean Water Act. Liability for any such discharge will be the responsibility of the Contractor whose personnel caused or were responsible for the discharge. All non-stormwater discharges to the MS4 are prohibited unless specifically exempted under the NPDES Permit or by the Regional Board Executive Officer.

O. Streets, roads and highways are significant sources of pollutants in stormwater discharges. The purpose of street sweeping is to remove litter, debris and sediment from streets that would otherwise be transported via wind and rain into the storm drain system. It is the responsibility of Contractor to conduct street sweeping operations in a manner that minimizes water pollution impacts using appropriate equipment and best management practices to prevent releases of litter, debris, sediment and equipment fluids to the stormwater drainage system and watercourses.

P. Suggested best management practices include, but are not limited to, the following operational procedures and protocols:

<u>Operational Procedures</u>:

- Do not load hoppers beyond their capacity.
- Adjust brooms frequently for maximum efficiency.
- Do not discharge fluids from sweeping operation to stormwater drainage system or watercourses.
- Prevent runoff. Sediment from equipment rinsing may not be discharged to the stormwater drainage system or watercourses. Rinse sediment in designated rinsing areas to prevent discharge to the stormwater drainage system or watercourses.
- Do not sweep any unknown substances that may be potentially hazardous.
- Before deadheading the sweeper, stow gutter brooms, but keep the pickup broom down for approximately 150 feet. Lift the pickup broom, and to the maximum extent possible, clear the sweeper's brooms and elevators before merging onto the public roadway or highway.
- Do not stockpile sediment in or near storm drainage system or watercourses. Do not store swept material along the street or near a storm

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drain inlet. Keep debris storage to a minimum and contain debris piles by berming and covering with tarps or permanent covers.

- Sweeper waste must be transported to the City corporation yard or other designated locations approved by the City Manager to be Recycled or disposed of properly.

Suggested Protocols**:**

- Maintain a consistent sweeping schedule.
- Perform street sweeping during dry weather if possible.
- Maintain cleaning equipment in good working condition.
- Operate sweepers at manufacturer's suggested optimal speed to optimize effectiveness.
- Regularly inspect vehicles and equipment for leaks and repair immediately.
- Keep accurate logs of the number of curb-miles swept and amount of waste collected.

Q. All public complaints received by City concerning street sweeping will be brought to the attention of Contractor. Complaints must be investigated by Contractor and action taken to mitigate the cause of the complaint. Complaints brought to the Contractor's attention must be investigated and resolved as soon as possible or no later than by 5:00 PM the following Business Day.

2. SCHEDULE.

A. Contractor must sweep the streets and parking lots in accordance with Attachment H-B (Street Sweeping Schedule).

B. Areas must be swept on the designated days and times but can be adjusted with prior approval by the City Manager as necessary to provide the best service as possible with the least amount of disruption to the public. Contractor must arrange sweeping routes to minimize sweeping areas adjacent to schools during the hours when children are entering or leaving the campuses, typically between the hours of 8 a.m. to 9 a.m. and 2:30 p.m. to 3:30 p.m. Residential streets are to be swept between 7 a.m. and 5 p.m. Arterial streets and raised medians are to be swept between 2:30 a.m. and 2:30 p.m. Certain arterial streets will not be swept before 7 a.m. due to their proximity to residential neighborhoods. City lots are to be swept anytime that provides the best results but with the minimal impact to the residents in the area and to the public in general.

C. Sweeping may not be performed on any Holiday and may not coincide with Contractor's Collection days.

D. Contractor must provide a 24-hour telephone number and/or list of employees including cell numbers or pagers, who are available for 24-hour emergency call-out service. Compensation for emergency services will be on an hourly basis upon arriving at the jobsite and according to the rates provided in Attachment H-C (Street Sweeping Charges).

E. City reserves the right to suspend Street Sweeping Services on a day-to-day basis for any reason, including, but not limited to inclement weather. Scheduled sweeping

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may not be cancelled for inclement weather by Contractor without prior approval the City Manager. Make-up sweeps will not be allowed due to holidays, inclement weather or cancellations without the approval of the City Manager.

F. Contractor is required to use its experience to incorporate creativity and real-world solutions tailored to the needs of the City. This includes parked cars that the street sweeping driver may encounter or low hanging limbs that impedes the street sweeping driver's ability to get to the curb line. Low hanging limbs that imped the driver's ability to sweep the curb line must be reported to the Public Works Director. Street sweeping may not be performed before the applicable Residential Collection Day and must be completed by no later than 48 hours after the Collection Day.

G. Contractor must provide City with list of all streets not swept when regular sweeping schedule is interrupted for any reason and must provide a list of non-swept streets to the City Manager by the end of the workday.

3. <u>EQUIPMENT</u>.

A. Contractor must supply all equipment, supplies and appurtenances to fulfill the requirements of this Agreement, including low profile sweepers. All equipment used for the performance of Street Sweeping Services must be heavy duty mechanical broom sweeping and vacuum equipment necessary to properly clean streets. Equipment must be properly maintained both as to condition and appearance to ensure a high level of street sweeping services and must meet all State regulations and requirements.

B. Quality and quantity of the equipment used by Contractor for the sweeping of streets must be sufficient to perform the required services within the hours of work specified. All sweepers must be capable of performing to the minimum criteria outlined in this Agreement and must be maintained both mechanically and visually throughout the term of this Agreement with capability to insure scheduled routine maintenance and proper adjustment for sweepers.

C. Contractor must comply with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991.

D. Sweepers must be capable of sweeping a minimum eight-foot (8') width as measured from the outside edge of the gutter broom in a single pass. Street sweepers must have a minimum hopper capacity of three (3) cubic yards.

E. Sweepers must also be equipped with a left-gutter broom for median work. Alternative street sweepers may be considered at the sole discretion of the City Manager.

F. Sweeping equipment must be equipped with adequate warning devices and lights for safe operation and must meet all vehicle operation requirements of the State of California Department of Motor Vehicles and the California Highway Patrol.

G. All street sweepers must be equipped with an adequate water spray-system for dust control.

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H. All street sweepers must be equipped with an automatic vehicle location device (vehicle location and management system (e.g., GPS), which will report all street sweeping activity to Contractor. In addition, the drivers of all sweepers must have the capability of being contacted by Contractor's main office either by radio or by cell phone.

I. All sweeper vehicles must be clearly and prominently marked with Contractor's name and number.

J. Contractor must keep a sufficient supply of spare parts, including brooms to insure continuous operation. Brooms must be replaced periodically and adjusted to insure maximum efficiency. No additional compensation will be made for periodic maintenance or for the replacement of parts to the equipment.

K. All equipment must be properly registered in accordance with State law.

L. City may provide space for the overnight storage of one street sweeping vehicle that is used in the City for services under this Agreement. The vehicle may be stored at the City corporation yard. City will not be responsible for any damage, loss or theft to the sweeper vehicle or the operator's personal vehicle. Street sweeping equipment may not be stored on City streets except in designated locations approved by the City Manager.

4. LABOR CODE COMPLIANCE.

A. The Parties acknowledge and agree that the California Department of Industrial Relations has previously issued a determination (Public Works Case No. 2005-007) that street sweeping services are not subject to state prevailing wage laws as set forth in Labor Code sections 1770 and following. If the status of the law changes during the term of this Agreement, the Parties agree to amend the Agreement to provide that Contractor, and any subcontractor engaged by Contractor, may not pay less than the specified prevailing rate of per diem wages to all workers employed in the performance of applicable prevailing wage services under this Agreement, and that Contractor would also be responsible for compliance with Labor Code sections 1775 and 1776.

B. Contractor acknowledges that under California Labor Code sections 1810 and following, eight hours of labor constitutes a legal day's work. Contractor will forfeit the statutory penalty to City for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810.

C. Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations.

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5. CHARGES AND ADJUSTMENT.

A. The total monthly charge ("**Monthly Charge**") for the regular Street Sweeping Services is set forth in the attached Attachment H-C (Street Sweeping Charges).

B. City is required to pay Contractor it's portion of the Monthly Charge for the preceding month's Services by the 15th day of the following month. The Parties acknowledge and agree that the remaining Monthly Charge is and will remain during the Term of this Agreement the sole responsibility of Contractor regardless of whether Contractor is providing the Street Sweeping Services or subcontracting such Services.

C. If City requests an expansion of the scope of Street Sweeping Services, the Parties will meet and confer and agree upon an adjustment to the Monthly Charge in accordance with the unit prices of Attachment H-C. Regardless of any expansion of the Services and upwards adjustment of the Monthly Charge, City is only responsible at all times for up to a maximum of 50% of the Monthly Charge.

D. The Monthly Charge and corresponding unit prices will be subject to annual CPI adjustment beginning on July 1, 2025. The maximum annual CPI adjustment request may not exceed 4% with a base of 0.0%.

E. Each CPI adjustment will be calculated by computing the percentage upwards change, if any, in the CPI index for the twelve-month annual average period ending February of each year and multiplying the applicable amount to be escalated by 80% of that percentage upwards change in the CPI.

The Consumer Price Index (CPI) used will be the Consumer Price Index-All Urban Consumers for the Los Angeles, Long Beach, and Anaheim County, CA Area, not seasonally adjusted, all items index, annual average, as published by the United States Department of Labor, Bureau of Labor Statistics.

By way of example, the calculation to determine the CPI multiplier is as follows:

1.	Current year CPI, Annual Average (ending February)	224.6
2.	Previous Year CPI, Annual Average (ending February)	221.4
3.	Change in Index (Line 1 minus Line 2)	3.2
4.	% Increase (3.2 ÷ 221.4 = .0144) X 100 =	1.44%

As defined, the annual average compares one 12-month period against another 12-month period.

F. Contractor's charges for special Street Sweeping Services ("Special Street Sweeping Services") such as special events and emergency call-outs are set forth in Exhibit H-3 (Street Sweeping Charges). Contractor will invoice City for any Special Street Sweeping Services, and City must pay any undisputed charges within 30 days. The charges for the Special Street Sweeping Services may be

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adjusted at any time by mutual consent of the Parties.

6. LOCATIONS OF SERVICE.

See the attached Attachment H-A (Street & Parking Lot Inventory and Map**)** for locations of the Street Sweeping Services.

Attachments:

Attachment H-A (Street & Parking Lot Inventory Map)
Attachment H-B (Street Sweeping Schedule)
Attachment H-C (Street Sweeping Charges)

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EXHIBIT I

CITY SPONSORED EVENTS

1. Summer Concerts in Constitution Park (annually June thru August)
2. Fourth of July at Camarillo Premium Outlets (annually in July)
3. End of Summer Block Party / 60th Anniversary in Constitution Park (one time – anticipated in September 2024)

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