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SOLID WASTE FRANCHISE AGREEMENT

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Executed Between the

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City of Pinole

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and

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Richmond Sanitary Service, Inc., dba Republic

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Services

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This 1st day of July 2025

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Solid Waste Franchise Agreement

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84 This Solid Waste Franchise Agreement ("Agreement") is hereby entered into by and between the
85 City of Pinole, a general law city existing under the laws of the State of California ("City"), and Richmond
86 Sanitary Service, Inc., a California municipal corporation ("RSS", or "Contractor"), a wholly owned
87 subsidiary of Republic Services, Inc., a Delaware corporation, collectively the "Parties." as of July 1, 2025,
88 under the terms and conditions set forth herein.

RECITALS

The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (the "Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for garbage collection within their jurisdiction.

The State of California has found and declared that the amount of garbage generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the Act, directed the responsible State agency, and all local agencies, to promote disposal site diversion and to maximize the use of feasible garbage reduction, re-use, recycling, and composting options to reduce the amount of garbage that must be disposed of in disposal sites.

Pursuant to its Municipal Code and California Public Resources Code Section 40059(a) as may be amended from time to time, City has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified contractor to provide for the collection of garbage, recyclable materials, and organic waste materials, except for collection of materials excluded in City's Municipal Code, and other services related to meeting the Act's fifty percent (50%) diversion goal and other requirements of the Act.

City further declares its intent to regulate and set the maximum rates. Contractor may charge Service Recipients for the collection of garbage, recyclable materials, and organic waste materials.

The City Council has determined that Contractor, by demonstrated experience, reputation, and capacity, is qualified to provide for the collection of garbage, recyclable materials, and organic waste materials within the corporate limits of City and the transportation of such material to appropriate places for processing, recycling, composting, and/or disposal; and City Council desires that Contractor be engaged to perform such collection services on the basis set forth in this Agreement; and Contractor has represented that it has the ability and capacity to provide for the collection of garbage, recyclable materials, and organic waste materials within the corporate limits of City and the transportation of such material to appropriate places for processing, recycling, composting, and/or disposal.

By Resolution No. 2025-31, the City Council of City duly approved this Agreement, together with the Franchise Fee, Contractor payments to City, and other City-imposed fees provided for in the Agreement (collectively "City-Imposed Fees"), and found and determined that such City-Imposed Fees were both necessary and reasonably reflect, or are less than, the actual costs City that will incur in the administration of the contracted services, compliance with mandatory State laws and regulations related to the contracted services, and to mitigate the impacts contracted services will have on City streets.

OPERATIVE PROVISIONS

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

Article 1. Definitions

For the purpose of this Agreement, the definitions contained in this Article apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender includes the feminine gender. The meaning of terms or words not defined in this Article will be as defined in the Integrated Waste Management Act, or if not defined therein, then as commonly understood in the Solid Waste Collection industry when the common understanding is uncertain.

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

1.02 AB 827. "AB 827" means State of California Assembly Bill No. 827 approved October 02, 2019. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or mandated to recycle Organic Waste under AB 1826 ("MORE") or SB 1383 and that provide customers access to the business, to provide customers with a Recyclable Materials bin and/or Organic Waste Collection bin for those waste streams that is visible, easily accessible, and adjacent to each Bin or Container for trash.

1.03 AB 939. "AB 939" or "The Act" means "The California Integrated Waste Management Act of 1989", codified in part in Public Resources Code §§ 40000 et seq., and such regulations adopted by California Department of Resources Recycling and Recovery (CalRecycle) for implementation of the Act, or its successor agency, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), and the Mandatory Commercial Organics Recycling Act (AB 1826).

1.04 AB 1594. "AB 1594" means State of California Assembly Bill No. 1594, approved September 28, 2014. AB 1594 provides that as of January 1, 2020, the use of green material as Alternative Daily Cover does not constitute Diversion through Recycling and would be considered Disposal.

1.05 AB 1826. "AB 1826" means State of California Assembly Bill No. 1826, approved September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an Organic Waste Recycling program to Divert from the landfill Organic Waste from businesses. Each business meeting specific Organic Waste or Solid Waste generation thresholds phased in from April 1, 2016, to January 1, 2020, is required to arrange for Organic Waste Recycling services.

1.06 AB 3036. "AB 3036" means State of California Assembly Bill No. 3036, approved September 27, 2018. AB 3036 prohibits a County, City, District, or local government agency from subjecting

160 the hauling of certain byproducts from the processing of food or beverages to an exclusive franchise, contract,
161 license, or permit.

162 1.07 Administrative Charges and Penalties. "Administrative Charges and Penalties" means
163 those charges listed in Exhibit 4 to this Agreement.

164 1.08 Agreement. "Agreement" means the written Solid Waste Franchise Agreement between
165 the City and the Contractor covering the work to be performed, as well as all contract documents attached to
166 the agreement and made a part thereof.

167 1.09 Agreement Administrator. "Agreement Administrator" means the City Manager, or his or
168 her designee, designated to administer and monitor the provisions of the Agreement.

169 1.10 Agreement Year. "Agreement Year" means each twelve (12) month period from July 1 to
170 June 30 during the Term of this Agreement.

171 1.11 Alternative Fuel Vehicle. "Alternative Fuel Vehicle" means a vehicle whose engine uses a
172 fuel other than gasoline or diesel fuel, such as compressed natural gas (CNG) or other fuel with comparably
173 low emissions of air pollutants regulated under the California Clean Air Act, Health, and Safety Code Section
174 39000 et seq. or the South Coast Air Quality Management District's rules and regulations including Rule 1193.

175 1.12 Applicable Law. "Applicable Law" shall mean all Federal, State, county, and local laws,
176 regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental
177 agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, and as
178 may be enacted, issued, or amended thereafter, including, without limitation, the City's Municipal Code, the
179 California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 et seq.) as
180 amended as of the Effective Date, inclusive (without exclusion to other amendments not referenced here) of
181 AB 939, AB 341, AB 1826, AB 1594, SB 1383, and inclusive of all regulations implementing the same.

182 1.13 Bin. "Bin" means a metal or plastic waste Container designed or intended to be
183 mechanically serviced by a commercial front-end loader vehicle. It shall be designed to hold from one (1) to
184 six (6) cubic yards of material with the lid properly closed. The specifications for Contractor-provided Bins are
185 set forth in Exhibit 3.

186 1.14 Biohazardous or Biomedical Waste. "Biohazardous or Biomedical Waste" means any
187 waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included
188 are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes,
189 which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological
190 specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.

191 1.15 Bulky Waste. "Bulky Waste" means furniture, household appliances, automobile tires,
192 shipping crates and containers, carpets, mattresses, oversized yard waste such as tree trunks and large
193 branches if no larger than two feet in diameter and four feet in length, and similar large bulky or heavy items
194 not normally discarded on a regular basis at a residential, commercial, or business establishment and which
195 do not fit in a regular Collection Container and require special handling due to their size but can be Collected

196 and transported without the assistance of special loading equipment (such as forklifts or cranes) and without
197 violating vehicle load limits. "Bulky Items" do not include Construction and Demolition Debris or Electronic
198 Waste, the latter of which is regarded as Universal Waste and the Disposal of which is governed by the
199 Department of Toxic Substances Control.

200 1.16 Business Day. "Business Day" means any Monday through Friday, excluding any holidays
201 as defined in Section 1.56.

202 1.17 Calendar Year. "Calendar Year" means each twelve (12) month period from January 1 to
203 December 31.

204 1.18 Cart. "Cart" means a heavy plastic receptacle with a rated capacity of at least twenty (20)
205 and not more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided by
206 the Exclusive Franchise Solid Waste Contractor, approved by the City, and used by Service Recipients for
207 Collection, accumulation, and removal of Solid Waste from commercial, industrial, or residential Premises in
208 connection with Exclusive Franchised Solid Waste Collection. The specifications for Contractor-provided
209 Carts are set forth in Exhibit 3.

210 1.19 CERCLA. "CERCLA" means the Comprehensive Environmental Response, Compensation
211 and Liability Act of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations
212 promulgated thereunder.

213 1.20 Change in Law. "Change in Law" means the occurrence of any of the following events after
214 the Effective Date, when such event has a material and adverse effect on the Parties' responsive obligations
215 or the performance of their respective obligations under this Agreement (except for any payment obligations):
216 (i) the enactment, adoption, promulgation, amendment, repeal, judicial interpretation, or formal administrative
217 interpretation of any Applicable Law; (ii) the issuance of any order or judgment of any Federal, State, or local
218 court or agency in a proceeding to which a Party is a party, but not to the extent such order or judgment finds
219 the Party asserting there to have been a Change in Law to have been negligent or otherwise at fault; or (iii)
220 the denial, suspension, or termination of any government permit or other entitlement, but not to the extent
221 such denial, suspension, or termination is the result of any act or omission of the Party asserting there to
222 have been a Change in Law.

223 1.21 City. "City" means the City of Pinole, California, including any unincorporated areas of the
224 County that may be annexed by the City during the Initial Term and all extensions.

225 1.22 City Collection Service. "City Collection Service" means City Clean-up Services, City
226 Garbage Collection Service, Bulky Waste Collection Services, City Organic Waste Collection Service, City
227 Recyclable Materials Service, and City-Sponsored Events Services as more particularly described
228 immediately below.

229 A. City Clean-up Services. On-call City requested Collection from Agreement
230 Administrator to support City services and operations.

231 B. City Garbage Collection Service. The Collection of Garbage, by Contractor, from
232 City Service Units in the Service Area, and the delivery of that Garbage to the Disposal Facility.

233 C. City Bulky Waste Collection Service. The periodic on-call Collection of Bulky Waste,
234 by Contractor, from City Service Units in the Service Area, and the delivery of that Bulky Waste to the
235 Disposal Facility, Materials Recovery Facility, or such other facility as may be appropriate under the terms
236 of this Agreement.

237 D. City Organic Waste Collection Service. The Collection of Organic Waste, by
238 Contractor, from City Service Units in the Service Area, and the delivery of those Organic Waste materials
239 to the Organic Waste Processing Facility.

240 E. City Recyclable Materials Service. The Collection of Recyclables Materials by the
241 Contractor from City Service Units in the Service Area, and the delivery of those Recyclable Materials to the
242 Materials Recovery Facility.

243 F. City-Sponsored Event Services. On-call Collection Services at City-Sponsored
244 Events.

245 1.23 City Facility. "City Facility(ies)" means any building or other site that the City owns, leases,
246 or occupies that are listed in Exhibit 2.

247 1.24 City Manager. "City Manager" means the City Manager of the City of Pinole, or his or her
248 designated representative, or any employee of the City who succeeds to the duties and responsibilities of the
249 City Manager.

250 1.25 Collect and Collection and Collected. "Collect", "Collection", and "Collected" all refer to the
251 removal of Solid Waste from a Service Unit and transportation to the Disposal Facility, Organic Waste
252 Processing Facility, Materials Recovery Facility, or Transfer Station, as appropriate.

253 1.26 Collection Container. "Collection Container" means a Bin, Cart, Debris Box or Roll-Off
254 Container that is approved by the Agreement Administrator for use by Service Recipients for Collection
255 Services under this Agreement.

256 1.27 Collection Services. "Collection Services" means Contractor's obligations under this
257 Agreement to Collect Solid Waste within the Service Area. Collection Service includes Residential Collection
258 Service, Multi-Family Dwelling (MFD) Collection Service, Commercial Collection Service, and City Collection
259 Service.

260 1.28 Collection Vehicle. "Collection Vehicle" means a licensed vehicle that has all required
261 licenses to provide Collection Service and that has been approved by the Agreement Administrator for use
262 under this Agreement.

263 1.29 Commencement Date. "Commencement Date" shall mean July 1, 2025, as specified in
264 Section 2.01 of this Agreement.

265 1.30 Commercial Collection Service. "Commercial Collection Services" means Collection
266 Service provided to Commercial Service Units. Commercial Collection Service specifically includes the
267 following:

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

271 B. Commercial Organic Waste Collection Service. The Collection of Organic Waste,
272 by Contractor, from Commercial Service Units in the Service Area and the delivery of those Organic Waste
273 materials to the Organic Waste Processing Facility.

274 C. Commercial Recyclable Materials Collection Service. The Collection of Recyclable
275 Materials, by Contractor, from Commercial Service Units in the Service Area, and the delivery of those
276 Recyclable Materials to the Materials Recovery Facility.

277 1.31 Compactor. "Compactor" means any Collection Container which has a compaction
278 mechanism, whether stationary or mobile.

279 1.32 Compost. "Compost" means the act or product of the controlled biological decomposition
280 of Organic Wastes that are Source Separated or are separated at a centralized facility. Compost may also
281 include the product of anaerobic digestion or other conversion technologies.

282 1.33 Construction and Demolition Debris. "Construction and Demolition Debris" means
283 discarded materials removed from Premises, resulting from construction, renovation, remodeling, repair,
284 deconstruction, or demolition operations on any pavement, house, commercial building, or other structure or
285 from landscaping. Such materials include, but are not limited to: "inert wastes" as defined in Public Resources
286 Code Section 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt); gravel; plaster;
287 gypsum wallboard; aluminum; glass; plastic pipe; roofing material; carpeting; wood; masonry; trees; remnants
288 of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and
289 packaging; and rubble resulting from construction, remodeling, renovation, repair and demolition operations
290 on pavements, houses, commercial buildings, and other structures.

291 1.34 Consumer Price Index (CPI). "CPI" means both the index sets published by the United
292 States Department of Labor, Bureau of Labor Statistics and, more specifically, Consumer Price Index series
293 CUSR0000SEHG, Water and Sewer and Garbage Collection Services in U.S. city average, all urban
294 consumers, seasonally adjusted.

295 1.35 Container. "Container" means a Collection Container.

296 1.36 Contaminant. "Contaminant" means any material or substance placed into or found in a
297 Collection Container, other than the type of Source Separated material for which that Collection Container is
298 intended or reserved. For example, anything that is not Recyclable Materials is a Contaminant if placed into
299 or found in a Recyclable Materials Collection Container. Similarly, anything that is not Organic Waste is a
300 Contaminant if placed into or found in an Organic Waste Collection Container.

- 301 1.37 Contractor. "Contractor" means Republic Services, which has entered into this Agreement.
- 302 1.38 County. "County" means Contra Costa County, California.
- 303 1.39 Customer. "Customer" means the owner, occupant, or user of Premises at which Solid
304 Waste is generated and then Collected by Contractor. Customers include Residential Customers, MFD
305 Customers, and Commercial Customers. City is also a receiver of Collection Services, but not a Customer.
- 306 1.40 Dispose or Disposal. "Disposal" or "Dispose" means the final disposition of Solid Waste at
307 a permitted landfill or other permitted Solid Waste Disposal facility, as defined in California Public Resources
308 Code Section 40192(b).
- 309 1.41 Disposal Facility. "Disposal Facility" means the permitted place or places listed in Exhibit 7
310 for the Disposal of Garbage or other materials as appropriate and acceptable.
- 311 1.42 Diversion or Divert. "Diversion" and "Divert" refer to the programs and activities that reduce
312 or eliminate the Disposal of Solid Waste in landfills, which can include source reduction, reuse, salvage,
313 Recyclable Materials, and Composting.
- 314 1.43 Diversion Compliance. "Diversion Compliance" means compliance with Diversion
315 requirements under the Act and applicable CalRecycle regulations. Should there be a Change in Law for
316 Diversion Compliance, Contractor may request a rate adjustment pursuant to Section 30.02.
- 317 1.44 Dwelling Unit. "Dwelling Unit" means a building or part of a building designed for residential
318 use by a single independent housekeeping unit and having separate exterior access, toilet, and facilities for
319 cooking and sleeping.
- 320 1.45 Edible Food. "Edible Food" has the same meaning as found in Section 5-2.01 of the Pinole
321 Municipal Code. Edible Food means food intended for human consumption. For purposes of this Agreement,
322 Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or
323 authorizes the recovery of food that does not meet the food safety requirements of the California Retail Food
324 Code.
- 325 1.46 Edible Food Recovery. "Edible Food Recovery" means the actions to Collect and distribute
326 Edible Food and distributing it to local food recovery organizations from places where it would otherwise go
327 to waste, such as, but not limited to, restaurants, grocery stores, produce markets, school cafeterias, or dining
328 facilities.
- 329 1.47 Effective Date. "Effective Date of Agreement" shall mean the date on which the Agreement
330 is signed by the duly authorized representatives and the parties and delivered by the last of the parties to sign
331 and deliver.
- 332 1.48 Electronic Waste (E-Waste). "E-Waste" means electronic equipment such as stereos,
333 televisions, computers, and other similar items Collected from Single-Family Dwelling (SFD) Service Units or
334 MFD Service Units.

335 1.49 Exempt Waste. "Exempt Waste" consists of Biohazardous or Biomedical Waste,
336 Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion
337 engines, lead-acid batteries, dead animals, and those wastes under the control of the Nuclear Regulatory
338 Commission.

339 1.50 Food Waste. "Food Waste" means (1) food scraps, including all edible or inedible food
340 such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta,
341 bread, cheese, coffee grounds, and eggshells; and (2) food-soiled paper, which is compostable paper
342 material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates,
343 paper coffee cups, napkins, and pizza boxes. Food Waste excludes fats, oils, and grease when such materials
344 are Source Separated from other Food Waste.

345 1.51 Franchise Fee. "Franchise Fee" means a payment that the Contractor has voluntarily
346 agreed to pay to City in consideration of the exclusive rights granted by the City under this Agreement. City
347 and Contractor acknowledge and agree that the amount of the Franchise Fee is the result of bona fide, arms-
348 length negotiations between City and Contractor. Contractor further acknowledges and agrees that the
349 amount of the Franchise Fee represents the City's costs associated with this Agreement, payment for use of
350 government property and the repairing of impacts of solid waste collection service on government property.
351 Contractor is not required by this Agreement or any City ordinance, resolution, or regulation to charge the
352 Franchise Fee to Customers, but is a cost of doing business. Because the Franchise Fee represents a cost
353 to Contractor in performing services pursuant to this Agreement, Contractor may, in its sole discretion, include
354 an amount equal to the Franchise Fee in Contractor's compensation.

355 1.52 Garbage. "Garbage" means all putrescible and non-putrescible solid, semi-solid, and
356 associated liquid waste generated or accumulated through the normal activities of a Premises. Garbage does
357 not include Recyclable Materials, Organic Waste, or Bulky Waste that is source-separated and set out for
358 purposes of Collection and Recycling.

359 1.53 Green Waste. "Green Waste" means grass clippings, leaves, landscape and pruning
360 waste, wood materials from trees and shrubs, and other forms of organic materials generated from
361 landscapes or gardens.

362 1.54 Gross Revenue. "Gross Revenue" means all monetary amounts actually Collected or
363 received by Contractor for the provision of all services pursuant to this Agreement, including, but not limited
364 to: all receipts from Service Recipients, inclusive of late charges, contamination charges, Franchise Fees, or
365 any other cost of doing business. "Gross Revenue", for purposes of this Agreement, does not include
366 revenues generated from the sale of Recyclable Material, Compost, or energy; or grants, cash awards, State
367 of California Department of Conservation payments, or rebates resulting from the performance of this
368 Agreement.

369 1.55 Hazardous Waste. "Hazardous Waste" shall have the meaning set forth in California Code
370 of Regulations, Title 14 §17225.32 and Health and Safety Code §25117, or successor laws and regulations
371 as may be amended from time to time.

372 1.56 Holiday. "Holiday" means New Year's Day, President's Day, Memorial Day, Independence
373 Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day recognized by
374 resolution of the City Council as a day on which waste Collection Service will not be provided until the following
375 day, excluding Sunday.

376 1.57 Home Compost Bin. "Home Compost Bin" means a portable durable Container purchased
377 by the Contractor and stored and distributed by the Contractor to SFD or MFD Service Recipients, as
378 requested, for use by those Service Recipients to Compost Organic Waste at their Premises.

379 1.58 Household Hazardous Waste (HHW). "HHW" means that waste resulting from products
380 purchased by the general public for household use which, because of its quantity, concentration, or physical,
381 chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or
382 the environment when improperly treated, Disposed, or otherwise managed, or, in combination with other
383 Solid Waste, may be infectious, explosive, poisonous, caustic, or toxic, or exhibit any of the characteristics of
384 ignitability, corrosivity, reactivity, or toxicity as per California Code of Regulations Title 22, Division 4.5,
385 Chapter 11, Section 66261.3.

386 1.59 Joint Exercise of Powers Agreement (JEPA). "Joint Exercise of Powers Agreement" means
387 the joint exercise of powers agreement creating the Authority by and among the cities of El Cerrito, Pinole,
388 Pinole, Richmond, and San Pablo, including any subsequent amendments thereto.

389 1.60 Kitchen Food Waste Pail. "Kitchen Food Waste Pail" means a plastic receptacle with a
390 rated capacity not exceeding two and one-half (2.5) gallons, having a hinged lid, suitable for use in a SFD
391 Service Unit for temporary storage of SFD Organic Waste that is approved for such purpose by City.

392 1.61 Materials Recovery Facility. "Materials Recovery Facility" means the facility listed in Exhibit
393 7 to which Recyclable Materials are brought for separation into marketable Recyclable Materials.

394 1.62 Maximum Rate. "Maximum Rate" means the maximum amount that Contractor may charge
395 Service Recipients for Solid Waste Collection, as listed in Exhibit 1, and as may be adjusted in accordance
396 with the provisions of this Agreement. The Maximum Rate does not include any Post-Collection Rate that
397 may exist for Service Recipients for any post-collection services, including such services as may be provided
398 under one or more post-collection agreements.

399 1.63 "Multi-Family Dwelling" and "MFD" shall mean any building or structure, or portion thereof,
400 including but not limited to Mobile Home Parks, used for residential purposes, and having five (5) or greater
401 distinct living units.

402 1.64 Multi-Family Dwelling (MFD) Collection Service. "MFD Collection Service" means
403 Collection Service that serves a Multi-Family Dwelling, and specifically includes the following:

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

406 B. MFD Bulky Waste Collection Service. The periodic on-call Collection of Bulky
407 Waste, by Contractor, from MFD Service Units in the Service Area and the delivery of those Bulky Waste to

408 the Disposal Facility, Materials Recovery Facility, or such other facility as may be appropriate under the
409 terms of this Agreement. MFD Bulky Waste Collection Service may include the Collection of Bulky Waste
410 using Roll-Off Containers.

411 C. MFD Organic Waste Collection Service. The Collection of Organic Waste, by
412 Contractor, from MFD Service Units in the Service Area, and the delivery of those Organic Waste materials
413 to the Organic Waste Processing Facility.

414 D. MFD Recyclable Materials Service. The Collection of Recyclables Materials by the
415 Contractor from MFD Service Units in the Service Area, and the delivery of those Recyclable Materials to
416 the Materials Recovery Facility.

417 1.65 Municipal Code. "Municipal Code" means the City of Pinole Municipal Code.

418 1.66 Non-Collection Notice. "Non-Collection Notice" means a written notice approved by the
419 Agreement Administrator that notifies a Service Recipient of the reason Contractor did not Collect Solid Waste
420 set out for Collection.

421 1.67 Organic Waste. "Organic Waste" has the same meaning as set forth in Section 8.10.020
422 of the Pinole Municipal Code and means Food Waste, Green Waste, Wood Waste, and food-soiled paper
423 waste that is mixed in with Food Waste. Plastic bags, including compostable plastic bags, are not accepted
424 in the City's Organic Materials Collection program unless otherwise determined mutually by City and
425 Contractor. Paper products and printing and writing paper, each as defined in SB 1383, may be placed in
426 either the Recyclable Materials Container or the Organic Waste Container. Carpet and textiles, as well as
427 compostable plastic materials, may not be placed in either the Recyclable Materials Container or the Organic
428 Waste Container.

429 1.68 Organic Waste Collection Service. "Organic Waste Collection Service" means the
430 Collection of Organic Waste from Service Units, and the delivery of those Organic Waste materials to the
431 Organic Waste Processing Facility.

432 1.69 Organic Waste Processing Facility. "Organic Waste Processing Facility" means the facility
433 designed, operated, and legally permitted for the purpose of receiving and processing Food Waste, Green
434 Waste, and Organic Waste listed in Exhibit 7.

435 1.70 Overage. "Overage" means Solid Waste set out for Collection either on top of or outside of
436 a Container or in any manner that either prevents the Container lid from completely closing or potentially
437 causes Solid Waste to spill during Collection by Contractor's vehicles.

438 1.71 Post-Collection Rate. "Post-collection rate" means the amount that Service Recipients may
439 be charged independently of this Collection Agreement for post collection services, including under a post-
440 collection agreement, such as the West Contra Costa County Integrated Waste Management Authority Post-
441 Collection Agreement, which is governed by the West Contra Costa County Integrated Waste Management
442 Authority.

443 1.72 Premises. "Premises" means any land or building in the City where waste is generated or
444 accumulated.

445 1.73 Prohibited Container Contaminants. "Prohibited Container Contaminants" means any of
446 the following, but does not include Organic Waste specifically allowed for Collection in a Container that is
447 required to be transported to a high Diversion Organic Waste processing facility if the waste is specifically
448 identified as acceptable for Collection in that Container in a manner that complies with the requirements of
449 14 CCR Section 18984.1, 18984.2, or 18984.3: (A) Non-Organic Waste placed in a Collection Container
450 designated for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (B) Organic Wastes
451 that are carpet, hazardous Wood Waste, or non-compostable paper placed in the Collection Container that
452 is part of an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1 or 18984.2; (C)
453 Organic Wastes placed in a Collection Container designated for Garbage, that pursuant to 14 CCR Section
454 18984.1 or 18984.2 were intended to be Collected separately in a Collection Container designated for Organic
455 Waste or Recyclable Materials; (D) Organic Wastes placed in the Collection Container designated for
456 Recyclable Materials shall be considered Prohibited Container Contaminants when those wastes were
457 specifically identified in this Agreement, or through local ordinance for Collection in the Container designated
458 for Organic Waste, or mutually agreed to and promulgated by the City and Contractor. Paper products,
459 printing and writing paper, wood, and dry lumber may be considered acceptable and not considered
460 Prohibited Container Contaminants if they are placed in Collection Container designated for Recyclable
461 Materials; and (E) Exempt Waste placed in any Collection Container.

462 1.74 Quarter. "Quarter" means a three-month period during a calendar year. The first Quarter is
463 January through March. The second Quarter is April through June. The third Quarter is July through
464 September. The fourth Quarter is October through December.

465 1.75 Rate Year. "Rate Year" means the period of July 1 to June 30 for each year during the
466 Term of this Agreement.

467 1.76 Recyclable Materials. "Recyclable Materials" means those materials that are separated
468 from Solid Waste prior to Disposal to be recycled, consistent with the requirements of the Act. Recyclable
469 Materials that can be placed in the Recyclable Materials Container are listed in Exhibit 10, and the term also
470 includes any other items determined by the Agreement Administrator.

471 1.77 Recycling. "Recycling" means the process of Collecting, sorting, cleansing, treating, and/or
472 marketing Recyclable Materials that would otherwise become Garbage, and returning them to the economic
473 mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality
474 standards necessary to be used in the marketplace. The Collection, transportation, or Disposal of Solid Waste
475 not intended for, or capable of, reuse is not Recycling. "Recycling" does not include transformation as defined
476 in Public Resources Code Section 40201. Paper products and printing and writing paper, each as defined in
477 SB 1383, may be placed in either the Recyclable Materials Container or the Organic Waste Container. Carpet
478 and textiles, as well as compostable plastic materials, may not be placed in either the Recyclable Materials
479 Container or the Organic Waste Container.

480 1.78 Residential Collection Service. "Residential Collection Service" means ongoing regularly
481 scheduled Collection of Solid Waste by an Exclusive Franchise from Residential Service Units and MFD
482 Service Units, and the delivery of that Solid Waste to the Disposal Facility, Materials Recovery Facility, and/or
483 Organic Waste Processing Facility.

484 1.79 Residential Premises. "Residential Premises" means: (i) any building or structure, or
485 portion thereof, that is used for residential housing purposes and has four (4) or fewer distinct living units; and
486 (ii) any multiple-unit residential complex which, with the prior written approval of the City Manager, receives
487 Solid Waste Collection using standard residential Containers.

488 1.80 Roll-Off Container. "Roll-Off Container" means a large, open-top rectangular metal
489 Container used to store and transport Solid Waste, Recyclable Materials, Green Waste, Construction and
490 Demolition Debris, or other materials, with a capacity of ten (10) or more cubic yards that is normally loaded
491 onto a specialized Collection vehicle and transported to the appropriate facility.

492 1.81 SB 1383. "SB 1383" means State of California Senate Bill 1383, Short-lived Climate
493 Pollutants: Organic Waste Reductions, approved September 19, 2016, and the regulations implementing the
494 law, Title 14, Code of California Regulations (CCR), Chapter 12.

495 1.82 SB 54. "SB 54" means State of California Senate Bill 54, Plastic Pollution Prevention and
496 Packaging Producer Responsibility Act, approved June 30, 2022, when adopted, adding Chapter 3 within
497 Part 3 of Division 30 of the California Public Resources Code.

498 1.83 Self-Haul. "Self-Haul" means the Collection of Solid Waste by the resident, owner, or
499 occupant of the Premises on which the Solid Waste was generated, and in compliance with the requirements
500 of the Municipal Code.

501 1.84 Service Area. "Service Area" means that area within the city limits of the City of Pinole
502 designated by City as the Service Area.

503 1.85 Service Recipient. "Service Recipient" means an individual or entity receiving Collection
504 Service. Service Recipient and Customer are used interchangeably depending on context.

505 1.86 Service Unit. "Service Unit" means a single subscriber to Contractor's Solid Waste
506 Collection. Service Unit specifically includes the following:

507 A. City Service Unit. City Facility(ies) that utilize a Bin, Cart, or Roll-Off Container(s)
508 for the accumulation and set-out of Solid Waste. City Service Units are the properties set forth in Exhibit 2
509 and may be modified by written notice to Contractor by the City.

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

514 C. Multi-Family Dwelling (MFD) Service Unit. A MFD Service Unit refers to any Multi-
515 Family Dwelling Unit in the Service Area utilizing a Cart for the accumulation and set out of Solid Waste
516 originating from MFD Residential Premises.

517 1.87 Single-Family Dwelling (SFD) Service Unit. "Single-Family Dwelling" and "SFD" shall mean
518 any building or structure, or portion thereof, including but not limited to Mobile Home Parks, used for
519 residential purposes, and having four (4) or fewer distinct living units. A SFD Service Unit refers to any Single-
520 Family Dwelling Unit in the Service Area utilizing a Cart for the accumulation and set out of Solid Waste
521 originating from SFD Residential Premises. The term SFD Service Unit is inclusive of all SFD Dwelling Units
522 regardless of how many SFD Dwelling Units sit on a single parcel; though multiple Dwelling Units may exist
523 on one parcel, to the extent that one SFD Dwelling has four (4) or fewer distinct living units, it shall be treated
524 as a SFD Service Unit.

525 1.88 SFD Collection Service. "SFD Collection Service" means SFD Garbage Collection Service,
526 SFD Recyclable Materials Service, SFD Organic Waste Collection Service, and SFD Bulky Waste Collection
527 Service.

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

530 B. SFD Bulky Waste Collection Service. The periodic on-call Collection of Bulky
531 Waste, by Contractor, from SFD Service Units in the Service Area, and the delivery of those Bulky Waste
532 to the Disposal Facility, Materials Recovery Facility, or other such facility as may be appropriate under the
533 terms of this Agreement. SFD Bulky Waste Collection Service does not include the Collection of Bulky
534 Waste using Roll-Off Containers.

535 C. SFD Organic Waste Collection Service. The Collection of Organic Waste, by
536 Contractor, for SFD Service Units in the Service Area, and the delivery of those Organic Waste Materials
537 to the Organic Waste Processing Facility.

538 D. SFD Recyclable Materials Service. The Collection of Recyclable Materials,
539 including dry-cell household batteries when set out by the Service Recipient in heavy duty plastic bags
540 and placed on the Recyclable Materials Cart, by the Contractor from SFD Service Units in the Service
541 Area the delivery of those Recyclable Materials to the Materials Recovery Facility.

542 1.89 Single-Family Dwelling or SFD. "Single-Family Dwelling" or "SFD" means any residential
543 Premises with four (4) or fewer single attached Dwelling Units, each designed for use by one bona fide
544 housekeeping group.

545 1.90 Sludge. "Sludge" means the accumulated solids, residues, and precipitates generated as
546 a result of waste treatment or processing, including wastewater treatment, water supply treatment, or
547 operation of an air pollution control facility, as well as mixed liquids and solids pumped from septic tanks,
548 grease traps, privies, or similar disposal appurtenances, or any other such waste having similar
549 characteristics or effects.

550 1.91 Solid Waste. "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and
551 liquid wastes, including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and
552 construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances,
553 dewatered, treated, or chemically fixed sewage Sludge which is not Hazardous Waste, vegetable or animal
554 solid and semisolid wastes, and other discarded solid and semisolid wastes, as set forth in California Public
555 Resources Code Section 40191(a)(b), as amended from time to time. Solid Waste includes Recyclable
556 Materials but does not include (1) Hazardous Waste; (2) radioactive waste regulated pursuant to the Health
557 and Safety Code Section 114960 et seq.; and (3) medical waste regulated pursuant to the Health and Safety
558 Code Section 117600 et seq.

559 1.92 Solid Waste Collection. "Solid Waste Collection" means the Collection of Garbage,
560 Recyclable Materials, and Organic Waste within the corporate limits of City, and the transportation of such
561 material to appropriate places for processing, Recycling, Composting, and/or Disposal.

562 1.93 Source Separated. "Source Separated" means materials that have been kept separate in
563 the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing in order
564 to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted
565 products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined
566 in 14 CCR Section 17402.5(b)(4).

567 1.94 Source Reduction and Recycling Element (SRRE). "SRRE" means a formal planning
568 document that demonstrates how the City will comply with the Act's Diversion goals.

569 1.95 Term. "Term" means the time period or duration for which the Agreement is in effect.

570 1.96 Tier One Commercial Edible Food Generator. "Tier One Commercial Edible Food
571 Generator", defined within SB 1383, means a commercial Edible Food generator that has an SB 1383
572 compliance deadline of January 1, 2022. Tier One Generators may include supermarkets; grocery stores with
573 a total facility size equal to or greater than 10,000 square feet; food service providers that serve institutional,
574 governmental, commercial, or industrial locations; food distributors; and/or wholesale food vendors.

575 1.97 Tier Two Commercial Edible Food Generator. "Tier Two Commercial Edible Food
576 Generator", defined within SB 1383, means a commercial Edible Food generator that has an SB 1383
577 compliance deadline of January 1, 2024. Tier Two Generators may include restaurants with 250 or more
578 seats or a total facility size equal to or greater than 5,000 square feet; hotels with an on-site food facility and
579 200 or more rooms; health facilities with an on-site food facility and 100 or more beds; large venues
580 (permanent venue facilities that annually seat or serve an average of more than 2,000 individuals within the
581 grounds of the facility per day of operation); large events (events that serve an average of more than 2,000
582 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit,
583 or privately owned park, parking lot, golf course, street system, or other open space when being used for an
584 event); State agencies; and/or local education agencies.

1.98 Transfer Station. "Transfer Station" means the place or places listed in Exhibit 7 for conveyance of Solid Waste Collected by Contractor into larger vehicles prior to transportation of the Solid Waste to the Disposal Facility or Processing Facility.

1.99 Unicycling. "Unicycling" means a method of separating trash and Recyclable Materials in a single Collection Container. Garbage materials are Collected in bags and deposited into the Collection Container, and Recyclable Materials are deposited into the Collection Container loose and unbagged.

1.100 Universal Waste or U-Waste. "Universal Waste" or "U-Waste" means electronic devices, dry-cell batteries, non-empty aerosol cans, fluorescent lamps, fluorescent bulbs, mercury thermostats, and other mercury-containing equipment.

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

1.102 Waste Generator. "Waste generator" means any person, as defined by the most current version of the Public Resources Code, whose act or process produces Solid Waste as defined in that same code, or whose act first causes Solid Waste to become subject to regulation.

1.103 West Contra Costa Integrated Waste Management Authority or "Authority". A joint exercise of powers authority established and existing pursuant to Government Code Section 6500 et seq., or any successor entity and shall have the same meaning as defined in the Joint Power Agreement.

1.104 Workday. "Workday" means any day, Monday through Saturday, that is not a Holiday as set forth in this Agreement.

1.105 Wood Waste. "Wood Waste" means Solid Waste consisting of stumps, large branches, tree trunks, and wood pieces or particles that are generated from the manufacturing or production of wood products; harvesting, processing, or storage of raw wood materials; or Construction and Demolition activities.

Article 2. Term of Agreement

2.01 Term of Agreement. The Term of this Agreement will be for a period beginning July 1, 2025, and terminating on June 30, 2040. Contractor shall commence performance of its Solid Waste Collection obligations under this Agreement on July 1, 2025 ("Commencement Date").

Article 3. Conditions Governing Services Provided by Contractor

3.01 Grant of Exclusive Agreement. City hereby grants to Contractor, on the terms and conditions set forth herein, including the limitations set forth in Sections 3.02 and 3.03, the exclusive franchise, right, and privilege to collect, remove, and dispose of, in a lawful manner, Solid Waste, Recyclable Materials, and Organic Materials accumulating in the City's Service Area and offered for Collection to the Contractor in accordance with Applicable Law, for the Term of and within the scope set forth in this Agreement.

3.02 Recyclable Materials, Organic Waste, and Bulky Waste Discarded by Service Recipients.

This Agreement shall not prohibit any Service Recipient from selling Recyclable Materials or Organic Waste or giving Recyclable Materials or Organic Waste away to persons or entities other than Contractor. However, in either instance: (1) the Recyclable Materials and Organic Waste must be Source Separated from and not mixed with other Solid Waste; and (2) the seller/donor may not pay the buyer/donee any consideration for Collecting, processing, or transporting such Recyclable Materials or Organic Waste. A discount or reduction in the price for Collection, Disposal, and/or Recycling services for any form of un-segregated or segregated Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste, and such Solid Waste does not qualify for this exception. However, once the Recyclable Materials or Organic Waste have been placed in the Collection Container and the Container set out for Collection, the Recyclable Materials or Organic Waste become the property of Contractor and cannot be sold or donated.

3.03 Exclusions to Exclusivity.

3.03.1 Specialized Recyclable Materials. If Contractor expressly advises City in writing that

it is unable or unwilling to Collect and process for specific Diversion, after being provided the opportunity in writing to provide the specific service, specialized materials as described in this Section, and a third party is able to reuse or Recycle one or more of these materials, Service Recipients shall have the right to engage the third-party recycler to Collect and Recycle those Source-Separated Recyclable Materials, provided that the Diversion is verified by the City. These specialized materials shall include, but are not limited to, Organic Waste, metals, Construction and Demolition Debris, laboratory waste, pallets, clothing, shoes, textiles, and plastic.

3.03.2 Recyclable Materials Sold By Commercial Generator. If the Waste Generator at a

Commercial Service Unit has Source Separated Recyclable Material, the Waste Generator is entitled to sell that Recyclable Material or be otherwise compensated in a manner resulting in a documented net positive payment to the Waste Generator, when such collector is permitted as appropriate under the City Municipal Code.

3.03.3 Byproducts of Food and Beverage Processing. Under AB 3036 (2018), certain

byproducts from the processing of food or beverages from agricultural or industrial sources, provided they do not include animal, including fish, processing byproducts, they are Source-Separated, they are not discarded, and they are used as animal feed, are exempted from this Exclusive Franchise Agreement. Entities requesting exemption must apply to the City and be any of the following: registered pursuant to Section 110460 of the Health and Safety Code or be exempted from registration pursuant to Section 110480 of the Health and Safety Code or be a beer manufacturer as defined in Section 23012 of the Business and Professions Code, or be a distilled spirits manufacturer, as defined in Section 23015 of the Business and Professions Code.

3.03.4 Donated Solid Waste. Recyclable Materials, Organic Waste, or Bulky Waste which

is Source Separated at any Premises by the waste generator and donated to youth, civic, or charitable organizations qualified as such pursuant to Federal law.

655 3.03.5 Gardening or Landscape Services. Green Waste removed from a Premises by a
656 gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that
657 company rather than as a hauling service.

658 3.03.6 Self-Haul. Service Recipients may choose to Self-Haul Solid Waste to Disposal or
659 Processing Facilities, to the extent authorized by the Municipal Code.

660 3.03.7 Materials Generated or Accumulated During An Emergency or Disaster. During an
661 emergency or disaster, as determined by City in its sole discretion, City may enlist additional contractors or
662 other entities in the Collection, transportation, and/or Disposal of any and all types of materials that are
663 generated or accumulated. In particular, the City may choose to pursue reimbursement of disaster services
664 through the Federal Emergency Management Agency (FEMA), which would require that the associated
665 disaster services be secured via a competitive bidding process. Contractor shall not be prohibited by any
666 part of this Agreement from participating in this competitive bidding process, but City shall be free to put
667 services associated with declared disasters out to bid in accordance with FEMA requirements and enlist
668 additional contractors based on the results of that process.

669 3.04 Change in Collection and Disposal Methods. In consideration of the exclusive franchise
670 granted herein, the parties understand and agree that the City may require changes in collection and disposal
671 methods, including but not limited to the collection and disposal of solid wastes and recyclable materials, and
672 may further require implementation of changes in applicable technology to secure the most efficient and
673 current methods of collection and disposal. In the event City chooses to implement programs for changed
674 methods of collection or disposal, including but not limited to the implementation of a recycling program, the
675 Contractor shall have the right to present a proposal to the City to perform such a program pursuant to the
676 provisions of sections 30.01 and/or 30.02 shall apply.

677 3.05 Responsibility for Service Billing and Collection. Contractor is responsible for the billing
678 and collection of payments for Solid Waste Collection within the Service Area.

679 **Article 4. Franchise Fees and Payments**

680 4.01 Contractor's Payments to City. The Parties agree that all fees and any payments owed by
681 Contractor to City under this Agreement are the product of extensive negotiations and constitute valid
682 consideration for the rights and privileges granted to Contractor under this Agreement.

683 4.02 Reimbursement for the Cost of Negotiation Process. Contractor shall reimburse the City a
684 one-time fee of Fifty-Five Thousand Dollars (\$55,000) for the cost of the Franchise Agreement negotiation,
685 and award process. This fee shall be due and payable on the thirtieth (30th) day after the Effective Date of
686 the Agreement. This fee shall not be recoverable via Contractor's Collection Services Rates or any other form
687 of compensation under this Agreement.

688 4.03 Monthly Fees and Payments. The following monthly fees and payments shall be due and
689 payable on the twentieth day of the month following the end of each month for which Solid Waste Collection
690 was provided, with the first such payment being due on August 20, 2025. The City Council may adjust the

691 Monthly Fees by resolution, in which case Contractor shall be entitled to an adjustment to Maximum Service
692 Rates as a City-directed change in accordance with Section 30.01. The Monthly Fees shall be accompanied
693 at the time of payment by a written report, in a format acceptable to the City, setting forth the calculations
694 Contractor used to determine the amount due and the basis for those calculations. Figures used in the report
695 shall be taken from Contractor's general books of account, and Contractor shall retain all supporting
696 documentation in accordance with the records retention requirements in Section 22.01.

697 4.03.1 Franchise Fee. Contractor shall pay to the City a Franchise Fee in the amount of
698 \$432,000 annually. One twelfth of the Franchise Fee shall be due and payable monthly within twenty (20)
699 days following the end of each month. If payment is not received within said twenty (20) day period, interest
700 shall accrue thereon at ten (10) percent per annum. Any such fee shall have prospective effect only;
701 provided, however, that should any adjustment be given retroactive effect, the applicable Franchise Fee
702 shall also be given such effect.

703 4.03.1.1 Adjustments to Franchise Fee. At any time that the Maximum
704 Rates are adjusted as described in Article 6 and elsewhere in this Agreement, the Franchise Fee shall be
705 adjusted by the same proportional increase.

706 4.03.2 Vehicle Impact Fee (VIF). Contractor shall pay to City a VIF in the amount of
707 \$1,200,000 annually to cover the costs for the damage to the City's roads caused by the Contractor's
708 Collection Vehicles. One twelfth of the VIF shall be due and payable monthly within twenty (20) days
709 following the end of each month. If payment is not received within said twenty (20) day period, interest shall
710 accrue thereon at the interest rate of ten (10) percent per annum. Any such fee shall have prospective effect
711 only.

712 4.03.2.1 Adjustments to the Vehicle Impact Fee. At any time that the
713 Maximum Rates are adjusted as described in Article 6 and elsewhere in this Agreement, the Vehicle Impact
714 Fee shall be adjusted by the same proportional increase.

715 4.04 Adjustments to Fees. City may set other fees or adjust the fees established in this Article
716 from time to time during the Term of this Agreement, and such adjustments and any Fee adjustments shall
717 be included in the adjustment of Maximum Rates as described in Exhibit 1.

718 4.05 Time and Method of Payment. Contractor shall pay all amounts owed under this Article
719 without prior notice or demand and without abatement, deduction, offset, or credit in lawful money of the
720 United States, on or before the applicable due date, unless the due date lands on a weekend or Holiday, in
721 which case the due date shall be the next Business Day. If sent by U.S. mail, the remittance must be post-
722 marked on or before the due date. If hand-delivered, Contractor must request and receive a date-stamped
723 receipt from the City by 5:00 p.m. Pacific Time (PT) on the due date.

724 4.06 Franchise Fee Disputes. In the event of any disputes between the Contractor and the City
725 with respect to the fees described in this Article, the City shall provide the Contractor with written objection
726 within one hundred eighty (180) days of the receipt of the written report described in Section 4.03,
727 encompassing the dispute amount. The City shall state its objections in writing with reference to the applicable

728 portion(s) of the report and its reasons then known for its dispute. The Parties agree to meet and confer
729 regarding any such dispute.

730 4.07 In the event any City-Imposed fee (hereinafter "CIF") is determined by a court to be
731 excessive, invalid, or unenforceable, then in accordance with the judgment or court order that is expressly
732 binding on one or more of the Parties hereto: (i) Contractor shall not charge or collect the future portion of
733 such CIF; (ii) to the extent the Customers are entitled to a reimbursement of any portion of such CIF, and City
734 is required to reimburse Contractor in the amount of such CIF previously remitted to City, thereafter Contractor
735 shall directly reimburse all Customers entitled to reimbursement in the amount attributable to each Customer
736 account. In no event shall Contractor retain any portion of the fees reimbursed by City; (iii) to the extent the
737 Customers are entitled to a reimbursement of such CIF, and City is required by a court to directly reimburse
738 Customers, Contractor shall assist City in identifying all Customers entitled to a reimbursement, quantifying
739 the reimbursement amount attributable to each Customer account, and obtaining and providing to City any
740 other information needed to satisfy the obligations imposed by a court; and (iv) City and Contractor will, within
741 thirty (30) days following such court decision, meet and confer to negotiate in good faith and using reasonable
742 efforts to attempt to agree on modifications to the Agreement.

743 **Article 5. General Requirements**

744 5.01 Service Standards. Contractor must perform all Solid Waste Collection under this
745 Agreement in a thorough and professional manner as described in Article 25, while meeting the minimum
746 performance and Diversion standards listed in Article 17, according to the Sustainability and Compliance Plan
747 (Exhibit 8) developed by the Contractor and approved by the City.

748 5.02 Labor and Equipment. Contractor must provide and maintain all labor, equipment, tools,
749 facilities, and personnel supervision required for the performance of Contractor's obligations under this
750 Agreement. Contractor must always have sufficient backup equipment and labor to fulfill Contractor's
751 obligations under this Agreement. No compensation for Contractor's services or for Contractor's supply of
752 labor, equipment, tools, facilities, or supervision will be provided or paid to Contractor by City or by any Service
753 Recipient except as expressly provided by this Agreement.

754 5.03 Holiday Service. The City observes New Year's Day, Martin Luther King Jr. Day,
755 Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as legal Holidays. Contractor is not
756 required to provide Solid Waste Collection or maintain office hours on the designated Holidays. In any week
757 in which one of these Holidays falls on a Workday, SFD Collection Services for the Holiday and each Workday
758 thereafter will be delayed one Workday for the remainder of the week, with normally scheduled Friday SFD
759 Collection Services being performed on Saturday. Commercial Collection Services will be adjusted as set
760 forth in Article 12, but must meet the minimum frequency requirements of one (1) time per week. Solid Waste
761 Collection will not take place on Sundays, unless previously authorized by the Agreement Administrator.

762 5.04 Inspections. The City has the right to inspect Contractor's facilities or Collection Vehicles
763 and their contents used to provide services pursuant to this Agreement at any reasonable time while operating
764 inside or outside the City without advance notice to the Contractor.

765 5.05 Commingling of Materials.

766 5.05.1 SFD Materials Collected in Pinole. Except as expressly provided herein, Contractor
767 may commingle any SFD materials Collected, provided that Contractor tracks the tonnage of Commercial
768 material Collected inside the City using a City-approved allocation methodology pursuant to this Agreement.
769 Contractor's current allocation methodology is approved pursuant to this Agreement.

770 5.05.2 Commercial Garbage Materials Collected in Pinole. Contractor may commingle
771 Commercial Garbage materials Collected pursuant to this Agreement with other materials Collected outside
772 the City of Pinole, provided that Contractor tracks the tonnage of Commercial material Collected inside the
773 City of Pinole separately using a City-approved allocation methodology. Contractor's current allocation
774 methodology is approved pursuant to this Agreement. Changes to the allocation methodology may only be
775 made with the express prior written authorization of the Agreement Administrator. By executing this
776 Agreement, City approves of Contractor's current methodology.

777 5.05.3 Recyclable Materials. Subject to Sections 10.08.3, 11.08.4, and 12.05.4, Contractor
778 may at any time commingle SFD or Commercial Recyclable Materials Collected, provided that Contractor
779 tracks the tonnage of Commercial material Collected inside the City of Pinole separately using a City-
780 approved allocation methodology. Contractor's current allocation methodology is approved pursuant to this
781 Agreement. Changes to the allocation methodology may only be made with the express prior written
782 authorization of the Agreement Administrator.

783 5.05.4 Organic Waste. Subject to Sections 10.09.3, 11.09.5, and 12.06.6, Contractor may
784 at any time commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with any
785 other material type Collected by Contractor, provided that Contractor tracks the tonnage of Commercial
786 material Collected inside the City of Pinole separately using a City-approved allocation methodology.
787 Contractor's current allocation methodology is approved pursuant to this Agreement. Changes to the
788 allocation methodology may only be made with the express prior written authorization of the Agreement
789 Administrator.

790 5.06 Recyclable Materials and Organic Waste Contamination. Contractor must offer the Service
791 Recipients the correct combination of Cart and Bin sizes and Collection frequency beyond the minimum
792 bundled service requirements, as necessary, that matches their unique service needs to reduce
793 contamination of Recyclable Materials and Organic Waste, and to provide service at the least cost to Service
794 Recipient. To support City's Diversion goals and Contractor's Diversion Requirements as set forth in Article
795 8, Contractor is only required to Collect and process Recyclable Materials if they have been separated by the
796 Service Recipient from Garbage and Organic Waste and will only be required to Collect Organic Waste if it
797 has been Source Separated by the Service Recipient from Garbage and Recyclable Materials.

798 As part of Contractor's Public Education Services under Section 20.02, Contractor has agreed to provide
799 outreach and support to Service Recipients as described in the Contractor's Sustainability and Compliance
800 Plan provided as Exhibit 8 and the Education and Outreach Plan provided as Exhibit 9. Additionally,
801 Contractor's route Collection personnel will report to Contractor's supervisors if they observe potential
802 contamination problems and/or insufficient Collection capacity. For purposes of determining if Recyclable

803 Materials or Organic Waste are deemed to be contaminated, if, by visual or digital inspection, Recyclable
 804 Materials are commingled with ten percent (10%) by weight or volume of Garbage or Organic Waste, or if, by
 805 visual inspection, Organic Waste is commingled with three percent (3%) by volume of Garbage or Recyclable
 806 Materials, then Recyclable Materials and/or Organic Waste will be deemed to be contaminated and
 807 Contractor may take the following steps:

808 5.07 Violations by Service Recipients. The following provisions will apply to all Commercial,
 809 MFD, and SFD Service Recipients. An occurrence is defined as an event of contamination in one day,
 810 meaning that two occurrences cannot occur on the same day.

811 5.07.1 Two-Month Contamination Education Period. For the first two months following
 812 commencement of this Agreement, all Service Recipients will be provided educational materials and
 813 instructions on methods to properly source separate generated materials within the appropriate Collection
 814 Containers and prevent contamination for a particular Container (i.e., Recyclable Materials or Organic
 815 Waste). During this two-month contamination education period, Contractor must Collect the contaminated
 816 Container (as the Container's intended commodity) and must affix to the contaminated Container a
 817 Contamination Violation Notice which contains instructions on the proper procedures for sorting Recyclable
 818 Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, email, or in person
 819 (which may be a Container tag that meets SB 1383 requirements), that for the third and subsequent incidents
 820 of excess contamination, following this two-month contamination education period, the Service Recipient
 821 may be charged a contamination fee for the contaminated Container, and Contractor may increase the
 822 Collection Container size, or require an additional Collection Container. Contractor's representative must
 823 also contact the Service Recipient by phone, U.S. mail, email, or in person (which may be a Container tag
 824 that meets SB 1383 requirements) to ensure that they have the appropriate level of service for proper
 825 Collection of Recyclable Materials and/or Organic Waste. Contractor must also document the contamination
 826 issue and provide digital/visual documentation to the Service Recipient that clearly documents the Service
 827 Recipient's on-going contamination problems. For each new service account that is created during the term
 828 of this Agreement, that Service Recipient will also be given a two-month contamination education period
 829 prior to the assessment of a contamination fee for the contaminated Container. The procedures for such
 830 contamination education period associated with the establishment of a new service account will follow those
 831 previously described in this section during the first two months of the account contract's commencement.

832 5.07.2 Occurrences After the Two-Month Contamination Education Period. Upon
 833 conclusion of the two-month contamination education period for for a particular Container (i.e., Recyclable
 834 Materials or Organic Waste), Contractor must Collect the contaminated Container (as the Container's
 835 intended commodity) and must charge the Service Recipient a contamination fee as set forth in Exhibit 1.
 836 Contractor must continue providing the Recyclable Materials or Organic Waste Collection Services.
 837 Contractor must provide (or have provided) digital/photographic documentation to the Service Recipient that
 838 clearly documents the Service Recipient's on-going contamination problems and written Notices of
 839 contamination as described above. Contractor may increase the Container size or Collection frequency and
 840 impose a contamination surcharge on the account for a period of six months or until the Service Recipient
 841 has demonstrated no contamination for a period of three consecutive months. Contractor must document
 842 contamination issue and surcharge and notify City within five (5) Business Days if Contractor increases the

843 Container size or Collection frequency for excessive contamination or imposes the contamination surcharge
844 on the account. City will consult with Contractor and consider and pursue, as applicable, appropriate legal
845 remedies against offending Service Recipients to secure discontinuance of the contamination.

846 5.08 Tracking Occurrences of Contamination. Regarding Section 5.07, each Contamination
847 occurrence is tracked annually per Calendar Year. Where contamination is occurring, and occurrences are
848 consecutive and unremedied, their count shall continue across Calendar Years until remedy occurs.

849 5.09 Disputes Over Excess Contamination Charges. If Service Recipient disputes a
850 contamination charge (which must be within thirty (30) days of them being assessed), Contractor will
851 temporarily halt any contamination charge and/or increased Maximum Service Rate resulting from increasing
852 the Collection Container size, or Collection frequency, and Contractor may request a ruling by the City
853 Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size
854 or number, or Collection frequency to the prior levels. A request by Contractor to the City Manager to rule on
855 any such dispute must be filed within ten (10) Business Days of Contractor's halting of contamination charge,
856 or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing
857 overall problems. The City Manager may request a meeting (in person or phone) with both the Service
858 Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the
859 dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between
860 Contractor and Service Recipient shall be based solely on the weight of the evidence presented by the
861 Contractor and Customer and will be final. If the City Manager rules in favor of the Service Recipient,
862 Contractor will credit the disputed contamination charges or increased Maximum Service Rate. If the City
863 Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted contamination
864 charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or
865 Collection frequency and may follow the steps in Section 7.08 for collection of delinquent accounts.

866 5.10 Overage and Correction Procedures. Contractor shall provide the Service Recipients the
867 correct combination of Collection Containers and Collection frequency that matches each Service Recipient's
868 unique service needs to enable clean, efficient, and cost-effective Collection of Solid Waste, Recyclable
869 Materials, and Organic Waste. City and Contractor agree that overflow of Solid Waste that is not properly in
870 the Service Recipient's Solid Waste Collection Containers negatively impacts public health and safety.
871 Contractor has also agreed to conduct Recycling audits and provide outreach and support to Service
872 Recipient accounts receiving the correct service level. However, if Service Recipients are found to habitually
873 overflow their Solid Waste Collection Containers (i.e., lid will not close, and/or material not contained within
874 Container), Contractor may take the steps listed below to correct Service Recipient's on-going overflow of
875 Solid Waste.

876 5.10.1 Prior Arrangements for Collection. If the Service Recipient has made prior
877 arrangements with Contractor for Collection of Solid Waste Overages, Contractor must Collect such
878 Overages as arranged and may charge the Service Recipient the Solid Waste Overage fee (prior
879 arrangement) set forth in Exhibit 1.

880 5.10.2 No Prior Arrangements. If the Service Recipient has not made prior arrangements
881 with Contractor for Collection of Solid Waste Overage, (i) Contractor may Collect such Solid Waste Overage

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

5.10.2.1 SFD Service Recipients – Each Occurrence. For each occurrence Contractor will not Collect the Solid Waste Overage because the Collection Container could not be serviced by normal operating procedures or cause spillage upon servicing, Contractor must provide written notice via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the date, description, and photograph of the Solid Waste Overage. Contractor's Non-Collection Notice for SFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection or (b) request an additional Collection Container to eliminate future Overages. For each occurrence Contractor charges a Service Recipient the Solid Waste Overage fee (no prior arrangement) set forth in Exhibit 1, Contractor will document the physical condition of the Collection Container and associated Overage with one or more photographs and retain this documentation for the period of at least one year.

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

5.10.2.3 Tracking Occurrences of Solid Waste Overage. Regarding Section 5.10, after twelve (12) months have passed from the last applicable Solid Waste Overage occurrence, the next Solid Waste Overage occurrence will be deemed a first Solid Waste Overage occurrence.

5.10.3 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid Waste Overage charge or Container size or Collection frequency change within 30 days of the disputed

action, Contractor must temporarily halt Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or Collection frequency, and Contractor may request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size or number, or Collection frequency, to the prior levels. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting of Solid Waste Overage charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will consider the evidence presented by the parties and rule on the dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between Contractor and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient, Contractor must credit the disputed charge or increased Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Solid Waste Collection Container size or Collection frequency and may follow the steps in Section 7.08 for collection of delinquent accounts.

5.10.4 Notifying City of Habitual Overflow. Contractor shall notify the City regarding Commercial and MFD Customers that habitually overflow their Containers, where habitual overflow is defined as three (3) or more instances per Quarter, so that the City can take appropriate action with such Customers to secure discontinuance of the Overages.

5.11 Ownership of Materials. Except as provided otherwise under Applicable Law, title to Residential Waste, Commercial Solid Waste, Recyclable Materials, and Organic Waste will pass to Contractor at such time as materials that are set out for Collection are collected and placed in Contractor's collection vehicle.

5.11.1 Ownership of Excluded Waste. Section 5.11 notwithstanding, at no time shall title to Excluded Waste pass to Contractor. Contractor shall not be deemed an owner of Excluded Waste for any purpose. Excluded Waste shall always be considered to be owned by the generator of the waste, title shall remain with the generator, and the generator shall be considered the responsible agent. If Excluded Waste is Collected by Republic, Republic will take action to identify who the generator is of such Excluded Waste, so that title remains with the generator and is not passed to the Contractor.

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

5.12.1 Contractor is not responsible for cleaning up sanitary conditions caused by the carelessness of the Service Recipient; however, Contractor must clean up any material or residue that is spilled or scattered by Contractor or its employees, or from Overage.

961 5.12.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting
 962 from Contractor's operations (including Collection Services) or equipment repair must be covered
 963 immediately with an absorptive material and removed from the street surface. Contractor must document
 964 spillage and notify City's stormwater compliance coordinator within ninety (90) minutes of any spills resulting
 965 from Contractor's operations or equipment. When necessary, Contractor must apply a suitable cleaning
 966 agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City's
 967 stormwater compliance coordinator to be compliant with the City's stormwater permit.

968 5.12.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or
 969 litter caused by Contractor within ninety (90) minutes upon notice from the City. If City deems necessary,
 970 Contractor must engage a third-party environmental clean-up specialist to remove any equipment oil,
 971 hydraulic fluids, or any other liquid or debris that remains on street after Contractor's own clean-up efforts.
 972 If clean-up is not conducted to the satisfaction of City, City has the right to engage environmental clean-up
 973 specialist to perform additional clean-up work at the expense of Contractor. In the event of Contractor's spill
 974 or release of a Hazardous Substance, Contractor is responsible for promptly notifying any Federal, State,
 975 County, or local governmental agency having jurisdiction over same as may be required under Federal,
 976 State, County or local law or regulation.

977 5.12.4 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e.,
 978 any physical damage more than a simple cosmetic stain caused by the spill), Contractor shall be responsible
 979 for all repairs to return the street to the same condition as that prior to the spill. Contractor shall be
 980 responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner
 981 satisfactory to the City and at no cost to the City.

982 5.12.5 To facilitate immediate clean-up, Contractor's vehicles must always carry enough
 983 petroleum absorbent materials to clean-up typical, non-emergency spills, along with a broom and shovel.

984 5.13 SB 1383 Universal Roll-Out. Contractor shall provide Organic Materials Collection service
 985 to all of its Customers within City who are subscribed to and pay for Solid Waste Collection service, unless
 986 (i) the Customer is categorically exempted under City's Municipal Code from the requirement to subscribe for
 987 Organic Materials Collection service (ii) the Customer qualifies for and is granted a State- or City-issued
 988 waiver. Contractor will work with Customers to appropriately size Collection Containers such that source-
 989 separation of all materials is possible without any overflow of material, and if any disputes arise or Overages
 990 occur, the City will make the final determination on proper Container size.

991 5.14 Regulations and Record Keeping. Contractor must comply with emergency notification
 992 procedures required by Applicable Laws and regulatory requirements. All records required by regulations
 993 must be maintained at Contractor's offices. These records must include waste manifests, waste inventories,
 994 waste characterization records, inspection records, incident reports, and training records.

995 5.15 Response Times for City Requests. Upon receiving a data request or information request
 996 from City that is not covered by other timeline requirements articulated in this document, and provided that
 997 the request from City shall not take more than eight (8) hours of Contractor staff time to complete, Contractor

998 shall compile the requested information and send back a complete response within ten (10) Business Days
999 of receipt of the request.

1000 **Article 6. Collection Service Rates**

1001 6.01 Collection Service Rates. Contractor is solely responsible for determining the rates it will
1002 charge for providing Solid Waste Collection, provided that Contractor shall not charge any Service Recipient
1003 an amount that exceeds the applicable Maximum Service Rate set forth in Exhibit 1, which may only be
1004 adjusted as provided in this Agreement.

1005 6.01.1 The Maximum Service Rate set forth in Exhibit 1 is inclusive of the following
1006 components: the Collection Rate due to Contractor, the Solid Waste Administration Fee collected by
1007 Contractor and paid to the City and does not change annually, and the Post-Collection Charge which is
1008 collected by Contractor and paid to the Authority in accordance with the terms of the Post-Collection
1009 Agreement between the Authority, Contractor, and City, and any successors to such agreement in alignment
1010 with the Joint Exercise of Powers Agreement.

1011 6.01.2 Contractor shall, without regard to the amount collected pursuant to Section 6.01 of
1012 this Amendment, pay over to Authority, without reduction, limitation, offset or adjustment of any kind, all
1013 amounts authorized by Authority in accordance with Post-Collection Charge which are in addition to the
1014 rates authorized to be charged at the Designated Facility or Facilities and said payment shall be made at
1015 the times and in the manner specified by the Authority.

1016 6.01.3 Notwithstanding any other provision of the Agreement, and in addition to all rates
1017 and charges otherwise allowed under the Agreement, contractor shall collect from all residential and non-
1018 residential customers whose Solid Waste is delivered to the Designated Facility or Facilities the collection
1019 rate amounts specified by the Authority for such services and no more.

1020 6.02 Senior Discount as Contractor's Good Will. In exchange for the good will of the City and
1021 the general public, Contractor voluntarily agrees to discount the rate it charges for Solid Waste Collection
1022 provided to eligible Service Recipients (the "Discount") and that the Discount shall neither impact the
1023 Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients. The
1024 Discount shall be in the amount of \$2.00 per month. Contractor shall make the Discount available to any
1025 person who demonstrates through appropriate documentation that they are: (i) 62 years of age or older; and
1026 (ii) the service account holder; and (iii) the head of household and occupant at the Service Unit address.
1027 Within thirty (30) days of the Commencement Date, Contractor shall provide educational materials describing
1028 and explaining the availability and how to qualify for and receive the Discount to all persons in the City
1029 currently subscribed to a discount rate program. Contractor shall thereafter advertise the availability of the
1030 Discounted services on its website throughout the Term of this Agreement and at least once per year by direct
1031 notice to all SFD Service Recipients.

1032 6.03 Adjustments to Collection Rate using CPI. Beginning on January 1, 2027, and annually
1033 thereafter, Contractor shall, subject to compliance with all provisions of this Section, receive an annual
1034 adjustment to the Collection Rate component of customer Rates.

1035 6.03.1 CPI Adjustment Calculation. For Rate Year 2027, beginning on January 1, 2027,
1036 and for subsequent years thereafter, the rates shall be adjusted based on one hundred percent (100%) of
1037 the average change in the CPI for the 12-month period from July 1 to June 30. Therefore, the first rate
1038 adjustment, effective January 1, 2027, will be based on the percentage change in CPI for the average CPI
1039 value from October 1, 2025 to September 30, 2026, compared to the average CPI value for the previous
1040 year from October to September, rounded to the nearest hundredth of a percent. The index to be used shall
1041 be the series CUSR0000SEHG, Water and Sewer and Garbage Collection Services in U.S. city average, all
1042 urban consumers, seasonally adjusted. Should this index be eliminated or no longer available, the Parties
1043 shall mutually agree upon a new index.

1044 6.03.2 Rounding. Adjustments to the overall Maximum Service Rates shall be made only
1045 in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making
1046 adjustments. All CPI indices shall be rounded at two (2) decimal places for the adjustment calculations.

1047 6.03.3 Maximum Service Rate Adjustment Request. On or before January 1 of each year
1048 of the Term, Contractor shall deliver to City a request proposing adjustment to the Maximum Service Rates
1049 for the subsequent calendar year (the "Adjustment Request"). The Adjustment Request shall be in a format
1050 as may be mutually agreed on between the City and Contractor and must contain or be accompanied by
1051 Contractor's adjustment calculations for the specific services performed under this Agreement during the
1052 preceding Agreement Year in Microsoft Excel or another electronic format acceptable to the City. Contractor
1053 shall be solely responsible for the cost of preparing the Adjustment Request. Contractor shall be solely
1054 responsible for the cost of preparing the Adjustment Request. In any Rate Year that the calculation of the
1055 CPI exceeds five percent (5%), the total adjustment for that year will equal five percent (5%) and any amount
1056 over the 5% cap will roll over and be added to the rate adjustment percentage in the following year. If the
1057 CPI is negative (after accounting for any applicable rollover percentages from prior years), and any negative
1058 amount will roll over and be added to the rate adjustment percentage in the following year.

1059 6.03.3.1 Corrections. In the event the City determines the Adjustment
1060 Request contains substantial errors or omissions, Contractor shall, at its sole cost, provide a corrected
1061 report to the City. A corrected report submitted after March 1 shall be treated as a late report.

1062 6.03.3.2 Late Request. If Contractor fails to submit the Adjustment Request
1063 by March 1, the City may: (1) accept and consider the late Adjustment Report if the City, in its sole and
1064 reasonable discretion, deems there is sufficient time to review and approve the proposed adjustment in
1065 time for it to be implemented on July 1; or (2) accept and consider the late Adjustment Report at its earliest
1066 convenience, in which case any approved rate adjustment shall only go into effect prospectively thirty (30)
1067 days after the City's approval. In no event shall Contractor apply any rate adjustment retroactively.

1068 6.03.3.3 No Request. If Contractor fails to provide any Adjustment
1069 Request, the Maximum Service Rate shall remain unchanged for the next calendar year.

1070 6.04 City Confirmation. If Contractor provides a timely Adjustment Report, the City Manager
1071 shall notify Contractor on or before December 1 whether the City has confirmed the Contractor's calculations
1072 for the requested adjustments to the Maximum Service Rates for the next Rate Year. Contractor shall be

1073 solely responsible for the cost of preparing the Adjustment Request. In any Rate Year that the calculation of
 1074 the CPI exceeds five percent (5%), the total adjustment for that year will equal five percent (5%) and any
 1075 amount over the 5% cap will roll over and be added to the rate adjustment percentage in the following year.
 1076 If the CPI is negative (after accounting for any applicable rollover percentages from prior years), there will be
 1077 no CPI adjustment for that year.

1078 6.05 Contractor Payment for CPI review. Contractor shall be responsible for paying the City's
 1079 cost of reviewing the annual CPI adjustment in the amount of Ten Thousand (\$10,000) per year. If the City
 1080 determines that Contractor has made substantial errors and has not properly submitted or correctly calculated
 1081 the CPI adjustment, the City may add additional costs up to Ten Thousand (\$10,000) to conduct a second
 1082 review and analysis. These payment amounts shall increase annually by the CPI Adjustment Calculation in
 1083 Section 6.03.1.

1084 6.06 Extraordinary Adjustments. Independent of and separate from the adjustments due to
 1085 Change in Law outlined in Section 30.02, Contractor and City acknowledge that there may be infrequent
 1086 extraordinary events, which, although they do not prevent either party from performing, and thus do not
 1087 implicate the force majeure provisions hereof, nevertheless increase the cost of providing services above the
 1088 Maximum Service Rate Adjustment articulated in Section 6.03. The obligation of the parties in such event is
 1089 to act reasonably toward each other in arriving at an appropriate adjustment in rates. Accordingly, at its option,
 1090 Contractor may apply to the City for an extraordinary rate adjustment should an event or circumstance arise
 1091 which negatively impacts the economic operation of Contractor and which is in excess of the rate adjustment
 1092 resulting from the application of Section 6.03. An extraordinary adjustment in rates will be deemed justified if
 1093 it is necessary for the Contractor to make a substantial change in its operations, or substantial capital
 1094 expenditure or investment to perform its obligations under this Agreement due to the occurrence of an event
 1095 or circumstance which is beyond the reasonable control of Contractor. Extraordinary rate adjustments shall
 1096 only be effective after approval by the City Council. Contractor may not apply for an Extraordinary Adjustment
 1097 in two successive years.

1098 6.06.1 Contractor's Burden. In the event of such an application for an extraordinary rate
 1099 increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable
 1100 satisfaction of the City the basis for the extraordinary increase cost. Contractor shall bear the burden of
 1101 justifying its request and shall be solely responsible for the cost of preparing and submitting sufficient
 1102 documentation in support of its request. City in its sole reasonable discretion may request Contractor to
 1103 provide any additional information it deems necessary to fully evaluate the request, and Contractor shall be
 1104 solely responsible for the cost of providing such additional information. Contractor shall allow City to review
 1105 a report of its annual revenues and expenses for the services provided in the City. City shall have the right
 1106 to review this information in connection with the City's review of Contractor's extraordinary rate adjustment
 1107 request. With respect to any financial statements or any other information Contractor specifically designates
 1108 as non-public information ("Confidential Information"), City agrees that, except as otherwise set forth in this
 1109 Section: (a) it will hold in confidence all Confidential Information; (b) it will restrict the disclosure of
 1110 Confidential Information within its own organization and to its agents or representatives who need to know
 1111 the Confidential Information for the purposes of the request; (c) it will not disclose Confidential Information
 1112 to any third party without the prior written consent of the Contractor; (d) it will not copy or reproduce any

written or electronically stored Confidential Information without the prior written approval of the Contractor; and (e) it will not use Confidential Information except as required for consideration of the request. City may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. Notwithstanding any other provision in this Section, the City will inform the Contractor upon receiving a California Public Records Act request or a subpoena for any Confidential Information by written notice delivered to the Contractor ("Notice"). The Contractor will have five (5) days from the date of the Notice to inform the City in writing of its intent to assert its confidentiality rights under this Agreement. The Contractor will then have fifteen (15) days from the date of the Notice to seek and obtain a court order or other judicial ruling to prevent the disclosure of the Confidential Information. If the Contractor fails to act within the five (5) or fifteen (15) day windows described above, the City may disclose the requested Confidential Information to the requestor or subpoenaing party. In the event Contractor seeks a court order to stay or enjoin the disclosure of the Records, Contractor agrees to indemnify and hold harmless the City, its Council, elected and appointed board or commission members, officers, employees, volunteers, and agents (collectively, "Indemnities") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding, or suit in law or equity of any and every kind and description, whether judicial, quasi-judicial, or administrative in nature, arising or resulting from or in any way connected with the subject of a CPRA, FOIA request, or subpoena for the Confidential Records. For the purposes of this Section, "Records" shall mean records created or maintained by Contractor in accordance with this Agreement, including those records that may include financial statements or Confidential Information of Contractor. Contractor's indemnity obligation shall survive the expiration or termination of this Agreement.

6.06.2 Review Costs. At the time of its request, Contractor shall also submit a payment to the City of Twenty-Five Thousand Dollars (\$25,000) to defray the City's costs to review the request. In the event the City's reasonable costs exceed that amount, Contractor shall reimburse the City for any documented amount in excess. This payment amount shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.

6.06.3 Meet and Confer. The City and Contractor agree to meet and confer regarding the request and to negotiate in good faith regarding the appropriateness of the requested adjustment.

6.06.4 City Review; Approval. City shall review the Contractor's request and, in the City's sole and reasonable judgment, make the final determination as to whether an adjustment to the Maximum Service Rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. Approval of the City Council shall be required for any Extraordinary Adjustments. The City shall notify Contractor of its decision within ninety (90) calendar days regarding whether it accepts Contractor's request. Except as provided herein, any such change approved by the City shall not be implemented until July 1 of the next Rate Year unless a different timeframe is approved by the City Council and shall comply with Proposition 218 noticing requirements.

6.07 Procedures in Event of Invalidation of Rate Adjustment. In the event that City is unable by operation of Applicable Law to approve or implement a rate increase under this Article 6, or some or all of the Maximum Service Rates are disallowed by operation of Applicable Law, Contractor will have the right, within thirty (30) days after notice of any such inability to approve or invalidation of an approved rate increase, to request, in writing, that City negotiate in good faith regarding reductions in programs, services, or fees to

1153 compensate for any negative impact from the unapproved or invalidated rate increase. If City fails to
1154 commence negotiations in good faith or negotiations are not completed within forty-five (45) days following
1155 the date of receipt of Contractor's request, either party may terminate this Agreement no earlier than one
1156 hundred and eighty (180) days after written notice to the other.

1157 **Article 7. Collection Service Billing**

1158 7.01 Responsibility for Collection Service Billing and Collection. Contractor shall be solely
1159 responsible for the billing and collecting of payments for the Solid Waste Collection Services it provides within
1160 the Service Area.

1161 7.02 Invoices. Contractor shall prepare and send out invoices, by either U.S. mail or email, to
1162 each Service Recipient in advance of all services provided by Contractor under this Agreement. Contractor
1163 shall include an online payment option for all Customers regardless of invoice format. If sent by mail, invoices
1164 for each billing period shall be placed in a separate envelope accompanied by a self-addressed return
1165 envelope. All invoices shall include Contractor's email address, include directions for payment by payment
1166 by check, credit card, or Automated Clearing House (ACH) debit, and shall include or be accompanied by a
1167 complete billing statement showing all charges and all services provided. Contractor's online billing portal
1168 shall include clear instructions for how to contact the Contractor if the Service Recipient has questions about
1169 an invoice. City shall have the right to direct Contractor to revise the format of all invoices and billing
1170 statements upon reasonable notice to Contractor. The Contractor shall not separately itemize the Franchise
1171 Fee, nor any other rate component, in its invoices to customers.

1172 7.03 Timing; Frequency. Contractor shall not initiate billing to any Service Unit sooner than the
1173 first day of the service period of Collections Services covered by the invoice. Contractor shall invoice Service
1174 Recipients once every month for Commercial Service Units and MFD Service Units and once every Quarter
1175 for SFD Service Units. No invoice shall be due and payable sooner than the last day of the respective month
1176 or Quarter for which Solid Waste Collection is provided.

1177 7.04 Partial Month Service. If, during a month, a Service Unit is added to or deleted from
1178 Contractor's Service Area, Contractor shall pro-rate billing to the Service Recipient on a weekly basis,
1179 meaning one-fourth of the applicable Maximum Service Rate found in Exhibit 1 multiplied by the number of
1180 weeks of service provided by Contractor.

1181 7.05 Overpayments. Contractor shall refund or issue a service credit for overpayments by
1182 Service Recipients no later than 30 days after Contractor discovers or is notified of the overpayment.
1183 Contractor shall refund every overpayment that: (1) exceeds two hundred dollars (\$200) or the amount of
1184 Service Recipient's typical invoice, whichever is less; or (2) is due to the Service Recipient closing the account
1185 prior to the end of the billing period.

1186 7.06 Delinquent Service Accounts. Contractor shall report all Service Recipients whose
1187 accounts are delinquent by more than ninety (90) days to the Agreement Administrator on a monthly basis.

1188 7.07 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other
1189 provision of this Article, Contractor reserves its right to, and may take such action as is legally available to
1190 Contractor, to collect or cause collection of past due or over-invoiced amounts; provided, however, that
1191 Contractor shall never discontinue Solid Waste Collection to any Service Unit. Contractor may send a written
1192 notice to Service Recipient regarding payments of Billings during the current period or for prior service period.
1193 As set forth herein, collection of delinquent accounts is subject to the lien collection provisions at Section
1194 8.08.110 of the City's Municipal Code.

1195 7.08 Collection of Past Due Accounts.

1196 7.08.1 Contractor shall be responsible for collection of payment from Customers with past-
1197 due accounts ("bad debt"). Contractor shall make reasonable efforts to obtain payment from delinquent
1198 accounts through issuance of late payment notices, making at least 3 telephone requests for payments to
1199 Customer and property owner (if the owner is a different Person or entity than the Customer), offering a
1200 Customer payment plan, and suspension of service in accordance with the following.

1201 7.08.2 If a Customer's payment becomes more than one hundred twenty (120) days past
1202 due, Contractor may request approval from the City, which will not be unreasonably denied, to reduce service
1203 to that account until payment is received, providing written evidence for each account that the required
1204 collection steps have been taken. If the City approves such request, the Contractor shall provide the
1205 Customer and property owner (if the owner is different from the Customer) written notice of service reduction
1206 which includes a description of potential penalties from the City for nuisance, should it occur. All notifications
1207 and correspondence issued by Contractor shall be directed to the Customer and the owner of the property
1208 if the owner is a different Person or entity than the Customer. The City Finance Director shall, upon request
1209 of Contractor, follow the notice and hearing process set forth in Municipal Code section 8.08.110 and place
1210 delinquent accounts on the County tax roll for collection and remittance to Contractor when received from
1211 the County.

1212 7.08.3 At its option, Contractor may charge Customers a late payment fee for accounts
1213 that are over sixty (60) days past due provided that Contractor provides each Customer thirty (30) days
1214 written notice of its intent to assess the late fee. The maximum late fee is subject to the City approval and
1215 reflected in Exhibit 1.

1216 7.09 Billing Accounts After Missed Collections.

1217 7.09.1 In the event of a missed Collection, wherein Containers were properly set out in a
1218 timely manner and wherein the Contractor was unable resolve the complaint by the end of the following
1219 Workday, Contractor shall credit the account of the Customer that experienced the missed Collection by a
1220 prorated amount for that missed Service.

1221 7.09.2 In the event that a Customer was subject to a missed Collection wherein Containers
1222 were properly set out in a timely manner and wherein the Contractor was unable to return and Collect the
1223 Customer's Solid Waste until the following week, that Customer shall not be subject to any Solid Waste
1224 Overage fees or otherwise be penalized or tracked for an instance of Overage.

Article 8. Diversion Requirements

8.01 Warranties and Representations. Contractor warrants that it is aware of and familiar with City's waste stream, and that it has the ability, and shall use commercially reasonable efforts to provide and employ, sufficient programs and services to ensure City will meet or exceed City's Diversion goals requirements (including, without limitation, amounts of Solid Waste to be Diverted, timeframes for Diversion, and any other requirements) as set forth in this Article, Applicable Law, and CalRecycle Regulations, and that Contractor will do so without imposing any costs or fees other than those set forth in Exhibit 1. Contractor hereby agrees to assist the City to meet or exceed, on an annual basis, the Diversion Compliance, by undertaking the actions set forth in Section 8.02. For purposes of this Agreement and Contractor's obligations outlined herein, the terms "City's Diversion", "City's Diversion goals", "Diversion Requirements", "Franchised Diversion Rate" and similar terminology means compliance with the requirements for meeting the State's fifty percent (50%) diversion rate expressed as a pounds per day per year rate as established by CalRecycle pursuant to Public Resources Code section 41780, as Applicable Law.

8.02 Contractor Required Actions. Contractor shall take all of the following actions to assist the City in meeting, on an annual basis, Diversion Compliance:

8.02.1 Except for Organic Waste Collected from homeless encampments or material subject to quarantine by the California Department of Food & Agriculture, and except as provided in Sections 5.06 and 5.10, Collect and deliver all Organic Waste to the Organic Waste Processing Facility for processing and Diversion.

8.02.2 Except as provided in Sections 5.06 and 5.10, Collect and deliver all Recyclable Materials to the Materials Recovery Facility.

8.02.3 Collect and deliver all Garbage to the Disposal Facility.

8.02.4 Collect and deliver all Construction and Demolition Debris to the Materials Recovery Facility.

8.02.5 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers identified as containing Source Separated Recyclable Material to the Materials Recovery Facility for processing and Diversion.

8.02.6 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers identified as containing Source Separated Organic Waste to the Organic Waste Processing Facility for processing and Diversion.

8.02.7 Only material in Garbage Carts or Garbage Bins will be delivered to the Disposal Facility for Disposal. All other material must go to the appropriate facility for full processing and Diversion.

8.02.8 Contractor must take all commercially reasonable and lawful actions to maximize Diversion of materials from landfills.

1259 8.02.9 Contractor must develop and provide sufficient accurate information and data as
1260 necessary to ensure that Contractor and City annually demonstrate Diversion Compliance to CalRecycle.

1261 8.02.10 Contractor must implement public education and outreach programs as required
1262 under this Agreement.

1263 8.03 Annual Reporting. Contractor shall calculate the Diversion Compliance Rate on an annual
1264 basis and shall deliver a written report regarding the same to the City no later than February 14 of the year
1265 following the reporting period as set forth in Section 22.06.

1266 8.04 Failure of Recyclables Market. Notwithstanding any other provision of this Agreement to
1267 the contrary, where CalRecycle has determined that there are no commercially viable markets for a specific
1268 type of Recyclable Materials, or with written notice to City, Contractor is unable to identify a market for one or
1269 more Recyclable Materials despite the exercise of commercially reasonable efforts to process and market
1270 the material, and determines to Dispose of the Recyclable Material(s), such a determination shall not
1271 constitute a failure to implement service, a failure to implement a program, or an event of default hereunder.

1272 8.05 Failure to Meet Franchised Diversion Rate. If CalRecycle determines pursuant to Public
1273 Resources Code 40059.1 that City has failed to meet the Diversion Compliance due to Contractor's failure to
1274 undertake the actions described in this Section, Contractor must prepare, at Contractor's cost and expense,
1275 and submit a corrective action plan to City sufficient to demonstrate good faith efforts by City to comply with
1276 Diversion Compliance and that is otherwise acceptable to CalRecycle, and may be subject to Administrative
1277 Charges and Penalties as allowed under Article 25 and specified in Exhibit 4. Contractor must also submit a
1278 written corrective action plan to the City before March 15 of the year following the missed minimum Diversion
1279 requirement. Contractor's corrective action plan must specify all actions Contractor will take to ensure it will
1280 meet Diversion Compliance Rates in the future and shall be subject to the review and approval by the
1281 Agreement Administrator. Contractor must implement all measures identified in the corrective action plan at
1282 its sole cost and expense, unless the failure to meet Diversion Compliance was due to a Change in Law or
1283 due to the negligent acts or omissions of the City. If Contractor fails to submit an adequate corrective action
1284 plan or to fully implement a City-approved corrective action plan, it shall subject Contractor to Administrative
1285 Charges and Penalties as allowed under Article 25 and specified in Exhibit 4 in addition to any other remedies
1286 available to the City.

1287 8.06 Representations and Warranties. Contractor represents and warrants that it is aware of
1288 and familiar with the Diversion Compliance, the Applicable Laws, and City's waste stream. Contractor
1289 represents and warrants that it has the capacity, skill, and ability to undertake the actions identified in Section
1290 8.02 above without imposing any costs or fees other than those set forth in the Schedule of Maximum Service
1291 Rates, as may be adjusted as provided for in this Agreement. Where the Diversion Compliance is modified
1292 by a Change in Law, Contractor agrees to develop and implement such actions, programs, and measures as
1293 are necessary to bring City into compliance with the modified Diversion Compliance, and City agrees that it
1294 will meet and confer with Contractor for a period not to exceed ninety (90) days regarding such actions,
1295 programs, and measures, their implementation, and adjustments to rates reasonably necessary to effectuate
1296 same in accordance with Section 30.01.

8.07 Mutual Cooperation. City and Contractor shall each reasonably cooperate in good faith with all efforts of the other Party to meet City's Diversion requirements under Applicable Law and the Contractor's obligations under this Article. City's obligations in this regard shall include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to Contractor's Recyclable Materials, Organic Waste, or Solid Waste programs as may be reasonably requested by Contractor in order to achieve the minimum requirements of this Article.

8.08 Contractor's Diversion Programs. Contractor shall implement the Diversion programs required under this Agreement to ensure that City and Contractor comply with all Diversion requirements under Applicable Law and the City meets or exceeds all minimum Diversion requirements under Applicable Law. Contractor shall furthermore, at its sole cost and expense, (1) assist the City in responding to inquiries from, or prepare for and attend any hearing before, CalRecycle or any other regulatory agency relating to the City's compliance with Applicable Law; prepare for and participate in CalRecycle's review of the City's SRRE; apply for any extension available under Applicable Law; develop and implement a public awareness and education program consistent with the City's SRRE and Household Hazardous Waste Element and any related requirements of Applicable Law; (2) provide the City with Recycling, source reduction, and other technical assistance as may be needed to comply with Applicable Law; and (3) advise the City of additional programs or measures Contractor can, if authorized by the City, implement to increase compliance with the Diversion requirements of Applicable Law.

8.09 New Diversion Programs. If Contractor fails to meet any Diversion Compliance requirement or the City fails to meet any CalRecycle Diversion requirement, notwithstanding Contractor's implementation of all Diversion and public education programs as required by this Agreement, the City shall direct Contractor to modify its Diversion and public education programs or implement new programs. Such modifications may constitute a City-Directed Change under Section 30.01. Contractor shall not implement new Diversion programs not described in this Agreement without the City's prior consent.

8.10 Nothing contained herein shall prohibit Contractor from meeting its Diversion requirements by any alternative methods or procedures, provided it complies with Applicable Law, as may be amended from time to time. Contractor's ability to meet its Diversion requirements by alternative methods per this Section is subject to Agreement Administrator review and approval.

Article 9. Service Unit Types

9.01 Service Units. Service Units include all the following categories of Premises which are in the Service Area as of July 1, 2025, and all such Premises which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Agreement during Term of this Agreement:

9.01.1 SFD Service Units. Services are specified in Article 10.

9.01.2 MFD Service Units. Services are specified in Article 11.

9.01.3 Commercial Service Units. Services are specified in Article 12.

1333 9.01.4 Industrial Service Units. Services are specified in Article 13.

1334 9.01.5 City Service Units. Services are specified in Article 14.

1335 9.01.6 Any question as to whether a Premises falls within one of these categories will be
1336 determined by the Agreement Administrator and the determination of the Agreement Administrator will be
1337 final.

1338 9.02 Service Unit Changes. City and Contractor acknowledge that during the Term of this
1339 Agreement it may be necessary or desirable to add or delete Service Units for which Contractor will provide
1340 Service.

1341 9.02.1 Additions and Deletions. Contractor must provide services described in this
1342 Agreement to new Service Units in Contractor's Service Area within five (5) Workdays of receipt of notice
1343 from City or the new Service Unit to begin such Service.

1344 9.03 Annexation. If, during Term of the Agreement, additional territory within or adjacent to the
1345 Contractor's Service Area is acquired by City through annexation, subject to the requirements of Public
1346 Resources Code Section 49520, Contractor agrees to provide Solid Waste Collection in such annexed area
1347 in accordance with the provisions and Maximum Service Rates set forth in this Agreement after termination
1348 of former contractor's rights to provide service have been exhausted. Such Solid Waste Collection must begin
1349 within five (5) Workdays of receipt of written notice from City. Contractor may not begin Collection Service
1350 without written authorization from City.

1351 9.04 Route Map Update. Contractor must revise the Service Unit route maps to show the
1352 addition of Service Units added due to annexation and must provide such revised maps to the Agreement
1353 Administrator as requested.

1354 9.05 Shared Service. Provided that such action is not disallowed under City Municipal Code,
1355 City businesses shall not be prohibited from sharing bins with other businesses as a single Commercial
1356 Service Unit, or from coordinating to share a single Commercial Service Unit Collection account; and City
1357 residents shall not be prohibited from sharing bins with other residents as a single SFD Service Unit, or from
1358 coordinating to share a single SFD Service Unit Collection account.

1359 **Article 10. Residential Service**

1360 10.01 SFD Conditions of Service. Except as set forth below, Contractor must provide SFD
1361 Collection Services to all SFD Units in the Service Area. The SFD Services are governed by the following
1362 terms and conditions:

1363 10.01.1 Curb Service. Except for those Service Recipients that choose to receive Bins for
1364 service, Contractor must provide SFD Collection Service to all SFD Service Units in the Service Area whose
1365 SFD Solid Waste is properly containerized in Garbage Carts; Recyclable Materials are properly
1366 containerized in Recyclable Materials Carts, except as set forth in Section 10.09.2; and Organic Wastes are
1367 properly containerized in Organic Waste Carts, except as set forth in Section 10.10.3; and where the

1368 Garbage, Recyclable Materials, and Organic Waste carts have been placed within three (3) feet of the curb,
 1369 swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to
 1370 by Contractor and Service Recipient that will provide safe and efficient accessibility to Contractor's Collection
 1371 crew and vehicle.

1372 10.01.2 Bundled SFD Cart Service. Contractor will use a weekly Bundled SFD Solid Waste
 1373 Collection Service system with one (1) 20-gallon, 35-gallon, 65-gallon or 95 gallon Black or Grey Garbage
 1374 Cart, one (1) 65-gallon- Blue Recyclable Materials Cart, and one (1) 65 gallon Green Organic Waste Cart
 1375 as part of the base SFD Solid Waste Collection Service. SFD Service Recipients shall receive additional
 1376 Recyclable Materials Carts and additional Organic Waste Cart to be included at no additional cost, if
 1377 requested. Additional Recyclable Materials Carts and Organic Waste Carts shall be made available in
 1378 accordance with the service rates set forth in Exhibit 1. Garbage Carts with a capacity of 20 gallons and/or
 1379 Recyclable Materials and Organic Waste Carts with a capacity or 65 gallons may be requested by Customers
 1380 that can demonstrate that they (a) have cart storage space constraints and (b) do not generate sufficient
 1381 quantities of a waste stream type to justify the larger size of cart. Pricing for downsizing Carts, upsizing carts,
 1382 or adding additional Carts, relative to the base Bundled Service, are included in Exhibit 1.

1383 10.01.3 On-Premises Service. Notwithstanding any term or definition set forth in this
 1384 Agreement, Contractor must provide Collection of SFD Garbage, Recyclable Materials, and Organic Waste
 1385 on the SFD Service Recipients Premises to an SFD Service Unit as follows.

1386 10.01.3.1 At no additional cost to the SFD Service Unit. SFD Service Units
 1387 where all adult Service Recipients residing therein have disabilities that prevent them from setting their
 1388 Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a
 1389 request for on-premises service has been made. For Bulky Waste on-premises services, materials must be
 1390 staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to
 1391 the Service Unit's standard curbside Collection location as is feasible for the Customer.

1392 10.01.3.2 At an additional cost to the SFD Service Unit.

1393 A. SFD Service Units where topography, steep driveways, below-grade dwellings, or
 1394 limited access to public streets that prevent the SFD Service Recipient from setting their Garbage,
 1395 Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and
 1396 agreed by the Contractor, and if a request for on-premises service has been made.

1397 B. SFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as
 1398 determined by the Contractor and agreed by the City. Stinger/scout/pup truck services shall be provided for
 1399 the retrieval of Collection Containers from locations with accessibility constraints that make Containers
 1400 difficult or impossible to access using regular trash Collection trucks.

1401 C. Contractor must offer "push services" to SFD Service Recipients other than those
 1402 listed above on a subscription basis upon request for the Maximum Service Rates set forth in Exhibit 1.
 1403 Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection
 1404 Containers from their storage location for Collection, and returning the Collection Containers back to their
 1405 storage location.

1406 10.01.3.3 Contractor must provide on-premises Collection Service on the
1407 same Workday that curbside Collection would otherwise be provided to the SFD Service Unit.

1408 10.02 Frequency and Scheduling of Service. SFD Collection Service must be provided one (1)
1409 time per week, on a schedule matching the City's current service schedule. SFD Collection Service must be
1410 scheduled so that all Service Units receive Garbage Collection Service, Recyclable Materials Collection
1411 Service, and Organic Waste Collection Service on the same Workday. SFD Collection Service must be
1412 provided, commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through
1413 Friday, except for Holidays in accordance with Section 5.03. The hours, day, or both of Collection may be
1414 extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the
1415 Agreement Administrator.

1416 10.03 Manner of Collection. The Contractor must provide Collection Service with as little
1417 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste
1418 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,
1419 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must
1420 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to
1421 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should
1422 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1423 10.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired
1424 or replaced promptly.

1425 10.03.2 Notification of Accidents. Contractor shall notify City Representative of any
1426 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that
1427 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)
1428 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone
1429 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an
1430 acceptable alternative.

1431 10.04 Kitchen Food Waste Pails. In the event that Kitchen Food Waste Pails are no longer
1432 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
1433 conditions of Section 30.01, Contractor must make available, upon request, Kitchen Food Waste Pails that
1434 comply with Collection Container specifications in Exhibit 3. If any changes to these specifications are
1435 adopted after the Commencement Date that results in Contractor being required to replace Collection
1436 Containers before they have been fully depreciated, Contractor will be eligible for additional compensation in
1437 accordance with Exhibit 1.

1438 10.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1439 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at
1440 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1441 10.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1442 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor

1443 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must
1444 maintain records documenting all Cart replacements occurring.

1445 10.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1446 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except
1447 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
1448 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
1449 of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned
1450 10-year period within the Term of the Agreement, in accordance with the "Cart Exchange" Maximum Service
1451 Rates set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under this
1452 Agreement.

1453 10.05.3 Contractor understands and agrees that this provision is intended to be applied on
1454 a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up
1455 to three (3) replacement Carts, one (1) of each type, every ten (10) years during the Term of the Agreement.

1456 10.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is
1457 responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5)
1458 Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must
1459 repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service
1460 Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

1461 10.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
1462 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient
1463 within five (5) Workdays. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per
1464 Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or
1465 Organic Waste Cart size. Each SFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar
1466 Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each SFD Service Unit
1467 is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this Agreement for
1468 moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they meet the qualifications
1469 articulated in Section 10.01.2 above. Accordingly, Contractor will be compensated only for the cost of those
1470 exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in
1471 accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this
1472 Agreement.

1473 10.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
1474 Recipient that additional Black or Grey Carts for Garbage, Blue Carts for Recyclable Materials, or Green
1475 Carts Organic Waste are requested, Contractor shall deliver such Carts to such Service Recipient within five
1476 (5) Workdays, at the rate set forth in Exhibit 1.

1477 10.06 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1478 10.07 Cleaning of Collection Containers. Once every five (5) years, starting at the date of
1479 signature of this agreement, each SFD Service Recipient is entitled to request the exchange of up to three

1480 (3) carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage
 1481 Recyclable Materials, or Organic Waste carts. Upon receiving such a request from an SFD Service Recipient
 1482 within the allowed timeframe, Contractor must replace the dirty Collection Container(s) with clean Collection
 1483 Container(s). Any Collection Container cleanings done at a Contractor facility must be done in such a manner
 1484 that results in no water entering the City's storm drain system. This service must be provided at no charge to
 1485 the Service Recipient, so long as the service is not requested more than once every five years. In addition,
 1486 regardless of whether this cleaning is requested by the Service Recipient, Contractor will ensure that all
 1487 Collection Containers are exchanged on an as-needed basis so as to maintain a clean appearance and
 1488 proper function. Additional exchanges beyond once every five years will be subject to the Maximum Service
 1489 Rate set forth in Exhibit 1.

1490 10.08 SFD Garbage Collection Service. This service is governed by the following terms and
 1491 conditions:

1492 10.08.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
 1493 in a Garbage Cart. For every event of non-collection, Contractor must provide the following written notice
 1494 via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date
 1495 of the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for
 1496 SFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,
 1497 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website
 1498 with all Disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance
 1499 not listed above that the Contractor encounters and is impeded by, Contractor shall provide the same written
 1500 notice as described in this Section.

1501 10.08.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
 1502 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed
 1503 in Exhibit 7. Failure to comply with this provision may result in assessment of Administrative Charges and
 1504 Penalties as specified in Exhibit 4 and may result in Contractor being in default under this Agreement.

1505 10.08.3 SFD Recyclable Materials Service. This service is governed by the following terms
 1506 and conditions

1507 10.08.4 Recyclable Materials - Improper Procedure. The Contractor is not required to
 1508 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid
 1509 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
 1510 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
 1511 Contractor must follow the steps set forth in Section 5.07.

1512 10.08.5 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
 1513 Materials Collected as a result of performing Recycling services must be delivered to the Materials Recovery
 1514 Facility listed in Exhibit 7. Failure to comply with this provision may result in assessment of Administrative
 1515 Charges and Penalties as specified in Exhibit 4 and may result in Contractor being in default under this
 1516 Agreement.

1517 10.08.6 Recyclable Materials - Changes to Services. Should changes in Applicable Law
1518 arise that necessitate any additions or deletions to the services described in this Section, including the type
1519 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will
1520 enter into an Agreement amendment covering such modifications to the services to be performed and the
1521 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to
1522 such services.

1523 10.09 SFD Organic Waste Collection Service. This service is governed by the following terms
1524 and conditions:

1525 10.09.1 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1526 Waste to the Organic Waste Processing Facility listed in Exhibit 7 and agreed upon by the City. Failure to
1527 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in
1528 Exhibit 4 and may result in Contractor being in default under this Agreement.

1529 10.09.2 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1530 for Collection during the three-week period beginning December 26th each year during the Term of this
1531 Agreement. Holiday Trees set out for Collection may either be containerized within an Organic Waste Cart
1532 or placed on the ground near the Service Unit's Collection Containers. Contractor must deliver the Collected
1533 Holiday Trees to the Organic Waste Processing Facility for Diversion through uses other than Alternative
1534 Daily Cover or Beneficial Use. This annual service will be provided at no additional charge to the Service
1535 Recipient and shall not be counted as one of the free annual Bulky Waste Collections as set forth in Section
1536 10.10. Contractor is not required to Divert Holiday Trees with tinsel, flocking, or ornaments.

1537 10.09.3 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
1538 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable
1539 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through
1540 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance
1541 with Section 5.07.

1542 10.09.4 Home Compost Bins. In the event that home compost bins are no longer provided
1543 to the City by West Contra Costa Integrated Waste Management Authority, Contractor shall store, promote,
1544 and distribute a maximum of 300 Home Compost Bins per Calendar Year to be used by Service Recipients
1545 to Compost Organic Waste. Contractor is responsible for purchase and storage of Home Compost Bins, and
1546 Contractor is responsible for providing Home Compost Bins to SFD Service Recipients upon request, until
1547 the maximum of 300 has been reached. The services described in this section are not effective until such
1548 time as the City and Contractor agree to a City-Directed Change per Section 30.01.

1549 10.10 SFD Bulky Waste Collection Service. This service is governed by the following terms and
1550 conditions:

1551 10.10.1 Conditions of Service. Contractor must provide SFD Bulky Waste Collection
1552 Service, including the Collection of E-Waste and U-Waste, to all SFD Service Units in the Service Area
1553 whose Bulky Waste, E-Waste, and U-Waste have been placed within three (3) feet of the curb, swale, paved

1554 surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor
 1555 and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and
 1556 vehicle. Up to two (2) times per Calendar Year, each Service Recipient is entitled to receive Bulky Waste
 1557 Disposal amounting to the equivalent of (a) three (3) Large Items, (b) fifteen (15) 35-gallon bags with a
 1558 maximum weight of 50 pounds per each bag, (c) four (4) 95-gallon bags with a maximum weight of 50 pounds
 1559 per each bag, (d) five (5) E-Waste items, or (e) up to 1.8 cubic yards of Garbage or Organic Waste per SFD
 1560 Service Unit at no additional cost and expense. For subsequent Collection in any Calendar Year, the
 1561 Contractor shall receive compensation from the Customer at the rate for such service as set in Exhibit 1.

1562 10.10.2 Frequency of Service. Bulky Waste Collection Service will be provided on the next
 1563 regular Collection day if the request is received at least ten (10) Workdays in advance of the next regular
 1564 Collection day. The Service Recipient may not intentionally commingle residential Bulky Waste with other
 1565 Residential Waste.

1566 10.10.3 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that
 1567 contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not
 1568 subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

1569 10.10.4 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected
 1570 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 1571 10.10.4.1 Reuse as is (where energy efficiency is not compromised).
- 1572 10.10.4.2 Disassemble for reuse or Recycling.
- 1573 10.10.4.3 Recycle.
- 1574 10.10.4.4 Disposal.

1575 10.10.5 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the
 1576 Bulky Waste cannot be reused or recycled.

1577 **Article 11. MFD Service**

1578 11.01 MFD Conditions of Service. Except as set forth below, Contractor must provide MFD
 1579 Collection Services to all MFD Units in the Service Area. The MFD Services are governed by the following
 1580 terms and conditions:

1581 11.01.1 Bundled MFD Cart Service. Except for those Service Recipients that choose to
 1582 receive Bins for service, Contractor must provide MFD Collection Service to all MFD Service Units in the
 1583 Service Area whose MFD Solid Waste is properly containerized in Black/Grey Garbage Carts; Blue
 1584 Recyclable Materials are properly containerized in Recyclable Materials Carts, except as set forth in Section
 1585 11.08.4; and Organic Wastes are properly containerized in Green Organic Waste Carts, except as set forth
 1586 in Section 11.09.5; and where the Garbage, Recyclable Materials, and Organic Waste carts have been
 1587 placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible

roadway, or other such location agreed to by Contractor and Service Recipient that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle.

11.01.2 Bundled MFD Bin Service. Contractor must provide MFD Solid Waste Collection Service to MFD Service Units in the Service Area that choose to receive Bins for service. MFD Collection Service shall be provided in Garbage Bins at the size and frequency as requested by the MFD Service Recipient and including at no additional cost one (1) 65-Gallon Blue Recyclable Materials Cart and one (1) 65 Gallon Green Organic Waste Cart as part of the base bundled MFD Collection Service. Additional services may be requested by the MFD Service Recipient. To be exempted from MFD Recyclable Materials Service or MFD Organic Waste Collection Service, Service Recipient must apply for exemption to the Contractor. All such exemption applications must be reported and approved by the City. Additional Collection Containers or different size Collection Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

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

11.01.3.1 At no additional cost to the MFD Service Unit. MFD Service Units where all adult Service Recipients residing therein have disabilities that prevent them from setting their Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a request for on-premises service has been made. For Bulky Waste on-premises services, materials must be staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to the Service Unit's standard curbside Collection location as is feasible for the Customer.

11.01.3.2 At an additional cost to the MFD Service Unit.

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

B. MFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as determined by the Contractor and agreed by the City. Stinger/scout/pup truck services shall be provided for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash Collection trucks.

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

11.01.3.3 Contractor must provide on-premises Collection Service on the same Workday that curbside Collection would otherwise be provided to the MFD Service Unit.

1625 11.02 Frequency and Scheduling of Service. MFD Collection Service must be provided,
 1626 commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday. This
 1627 service must be provided as deemed necessary and determined between Contractor and the MFD Service
 1628 Unit, but such service must be received no less than one (1) time per week with no exception for Holiday(s)
 1629 as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as
 1630 determined between the Service Unit and Contractor as long as the minimum frequency requirement is met.
 1631 The size of the Container and the frequency (above the minimum) of Collection will be determined between
 1632 the MFD Service Unit and Contractor. However, size and frequency must be sufficient to provide that no Solid
 1633 Waste need be placed outside the Collection Container. Contractor must provide Containers as part of the
 1634 Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and
 1635 provide their own Compactor provided that the Service Recipient is completely responsible for its proper
 1636 maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. Contractor
 1637 shall operate equipment that is compatible with pre-existing Service Recipient-owned compactors. All other
 1638 Collection Containers used by Service Recipients must be owned and supplied by Contractor.

1639 11.03 Manner of Collection. The Contractor must provide Collection Service with as little
 1640 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste
 1641 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,
 1642 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must
 1643 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to
 1644 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should
 1645 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1646 11.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired
 1647 or replaced promptly.

1648 11.03.2 Notification of Accidents. Contractor shall notify City Representative of any
 1649 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that
 1650 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)
 1651 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone
 1652 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an
 1653 acceptable alternative.

1654 11.04 Kitchen Food Waste Pails. At the start of this Agreement, Contractor must make available,
 1655 upon request, Kitchen Food Waste Pails that comply with Collection Container specifications in Exhibit 3.

1656 11.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
 1657 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at
 1658 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1659 11.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
 1660 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
 1661 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must
 1662 maintain records documenting all Cart replacements occurring monthly.

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

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

11.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5) Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

11.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient within five (5) Workdays. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or Organic Waste Cart size. Each MFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this Agreement for moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they can demonstrate that they (a) have cart storage space constraints and (b) do not generate enough of a waste stream type to justify the larger size of cart. Accordingly, Contractor will be compensated only for the cost of those exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this Agreement.

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

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

11.06 Cleaning of Collection Containers. Once every five (5) years, starting at the date of signature of this agreement, each MFD Service Recipient is entitled to request the exchange of up to three (3) carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage Recyclable Materials, or Organic Waste carts. Upon receiving such a request from an MFD Service Recipient

1701 within the allowed timeframe, Contractor must replace the dirty Collection Containers with clean Collection
 1702 Containers. Any Collection Container cleanings done at a Contractor facility must be done in such a manner
 1703 that results in no water entering the City's storm drain system. This service must be provided at no charge to
 1704 the Service Recipient, so long as the service is not requested more than once every five years. In addition,
 1705 regardless of whether this cleaning is requested by the Service Recipient, Contractor will ensure that all
 1706 Collection Containers are cleaned on an as-needed basis so as to maintain a clean appearance and proper
 1707 function. Additional cleanings beyond once every five years will be subject to the Maximum Service Rate set
 1708 forth in Exhibit 1.

1709 11.07 MFD Garbage Collection Service. This service is governed by the following terms and
 1710 conditions:

1711 11.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
 1712 in a Garbage Cart. In the event of non-collection, Contractor must provide the following written notice via
 1713 email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date of
 1714 the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for
 1715 MFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,
 1716 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website
 1717 with all disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance
 1718 not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall provide the
 1719 same written notice as described in this Section.

1720 11.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
 1721 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed
 1722 in Exhibit 7. Failure to comply with this provision may result in assessment of Administrative Charges and
 1723 Penalties as specified in Exhibit 4 and may result in Contractor being in default under this Agreement.

1724 11.08 MFD Recyclable Materials Service. This service is governed by the following terms and
 1725 conditions:

1726 11.08.1 Conditions of Service. Contractor must provide MFD Recyclable Materials Service
 1727 to all MFD Service Units in the Service Area whose Recyclable Materials are properly containerized in
 1728 Recyclable Materials Collection Containers except as set forth below, where the Recyclable Materials
 1729 Collection Containers are accessible. The Maximum Service Rates for Contractor's MFD Recyclable
 1730 Materials Services are set forth in Exhibit 1.

1731 11.08.2 Base MFD Recyclable Materials Service. All MFD Service Recipients subscribing
 1732 to MFD Solid Waste Collection Service must receive weekly Collection of Recyclable Materials with a
 1733 minimum of at least one 65-gallon Recyclable Materials Cart per Service Recipient and included in the
 1734 Bundled Rate set forth in Exhibit 1. The actual configuration of Recyclable Materials Collection Container
 1735 sizes to be provided will be based on the total equivalent volume and configured in a manner determined by
 1736 the Service Recipient in consultation with Contractor.

1737 11.08.3 Overages. Corrugated cardboard that will not fit inside the Recyclable Materials
1738 Cart may be placed beside the Recyclable Materials Cart if flattened.

1739 11.08.4 Recyclable Materials - Improper Procedure. The Contractor is not required to
1740 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid
1741 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
1742 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1743 Contractor must follow the steps set forth in Section 5.07.

1744 11.08.5 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
1745 Materials Collected as a result of performing Recyclable Materials services must be delivered to the
1746 Materials Recovery Facility listed in Exhibit 7. Failure to comply with this provision may result in assessment
1747 of Administrative Charges and Penalties as specified in Exhibit 4 and may result in Contractor being in
1748 default under this Agreement.

1749 11.08.6 Recyclable Materials - Changes to Services. Should changes in Applicable Law
1750 arise that necessitate any additions or deletions to the services described in this Section, including the type
1751 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will
1752 enter into an Agreement amendment covering such modifications to the services to be performed and the
1753 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to
1754 such services.

1755 11.09 MFD Organic Waste Collection Service. This service is governed by the following terms
1756 and conditions:

1757 11.09.1 Base MFD Organic Waste Service. All MFD Service Recipients subscribing to MFD
1758 Garbage Collection Service must receive weekly Collection of the equivalent volume of at least one (1) 65-
1759 gallon Green Organic Waste Cart per Service Recipient included in the Bundled Service rate. The actual
1760 configuration of Organic Waste Collection Container sizes to be provided will be based on the total equivalent
1761 volume and configured in a manner determined by the Service Recipient in consultation with Contractor.
1762 Contractor may charge for MFD Organic Waste Collection as set forth in Exhibit 1 for MFD Organic Waste
1763 Service greater than the base 32-gallon Organic Waste Cart.

1764 11.09.2 Size and Frequency of Service. This service will be provided as deemed necessary
1765 and determined between Contractor and the Service Recipient, but such service must be received no less
1766 than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection Service
1767 scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and
1768 Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart
1769 at the option of the Service Recipient. The size of the Container and the frequency (above the minimum) of
1770 Collection will be determined between the Customer and Contractor. However, size and frequency must be
1771 sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service
1772 Recipients may own and provide their own Compactor provided that the Service Recipient is completely
1773 responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's

1774 equipment. All other Collection Containers used by Service Recipients must be owned and supplied by
1775 Contractor.

1776 11.09.3 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1777 Waste to the Organic Waste Processing Facility listed in Exhibit 7 and agreed upon by the City. Failure to
1778 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in
1779 Exhibit 4 and may result in Contractor being in default under this Agreement.

1780 11.09.4 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1781 for Collection during the three-week period beginning December 26th each year during the Term of this
1782 Agreement. Contractor must deliver the Collected Holiday Trees to the Organic Waste Processing Facility
1783 for Diversion through uses other than Alternative Daily Cover or Beneficial Use. This annual service will be
1784 provided at no additional charge to the Service Recipient and shall not be counted as one of the MFD Service
1785 Recipient's free annual Bulky Waste Collections as set forth in Section 11.10. Contractor is not required to
1786 Divert Holiday Trees with tinsel, flocking or ornaments.

1787 11.09.5 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
1788 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable
1789 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through
1790 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance
1791 with Section 5.07.

1792 11.10 MFD Bulky Waste Collection Service. This service is governed by the following terms and
1793 conditions:

1794 11.10.1 Conditions of Service. Contractor must provide MFD Bulky Waste Collection
1795 Service, including the Collection of E-Waste and U-Waste, to all MFD Service Units in the Service Area
1796 whose Bulky Waste, E-Waste, and U-Waste have been placed within three (3) feet of the curb, swale, paved
1797 surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor
1798 and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and
1799 vehicle. Upon property manager request, each MFD Service Unit is twice annually entitled to receive Bulky
1800 Waste Collection of up to the equivalent of (a) three (3) Large Items, (b) fifteen (15) 35-gallon bags with a
1801 maximum weight of 50 pounds per each bag, (c) four (4) 95-gallon bags with a maximum weight of 50 pounds
1802 per each bag, (d) five (5) E-Waste items, or (e) 1.8 cubic yards of uncontainerized Garbage or Organic
1803 Waste per Dwelling Unit for up to twenty (20) Dwelling Units at no additional cost and expense. For
1804 subsequent Collection in any Calendar Year, the Contractor shall receive compensation from the Customer
1805 at the rate for such service as set in Exhibit 1.

1806 11.10.2 Frequency of Service. Bulky Waste Collection Service will be provided on the next
1807 regular Collection day if the request is received at least ten (10) Workdays in advance of the next regular
1808 Collection day. The Service Recipient may not intentionally commingle residential Bulky Waste with other
1809 Residential Waste.

1810 11.10.3 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that
 1811 contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not
 1812 subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

1813 11.10.4 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected
 1814 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

1815 11.10.4.1 Reuse as is (where energy efficiency is not compromised).

1816 11.10.4.2 Disassemble for reuse or Recycling.

1817 11.10.4.3 Recycle.

1818 11.10.4.4 Disposal.

1819 11.10.5 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the
 1820 Bulky Waste cannot be reused or recycled.

1821

1822 **Article 12. Commercial Service**

1823 12.01 Commercial Conditions of Service. Except as set forth below, Contractor must provide
 1824 Commercial Collection Services to all Commercial Service Units in the Service Area, including those City
 1825 Service Units listed in Exhibit 2. MFD Units serviced with Bins will abide by the requirements listed in this
 1826 Section unless they conflict with the requirements listed in Article 11, in which case Article 11 requirements
 1827 supersede Article 12 requirements. This service is governed by the following terms and conditions:

1828 12.01.1 Provision of Service. Contractor must provide Commercial Garbage Collection
 1829 Service, Commercial Recyclable Materials Service, and Commercial Organic Waste Collection Service to
 1830 all Commercial Service Units Service Units in the Service Area whose Solid Waste, Recyclable Materials,
 1831 and Organic Waste are properly containerized in Collection Containers as appropriate where the Collection
 1832 Containers are accessible as set forth in Section 12.01.4. Contractor must offer Garbage, Recyclable
 1833 Materials, and Organic Waste Carts in 32-, 64-, and 96-gallon sizes. Contractor must offer Garbage and
 1834 Recyclable Materials Bins in 1-, 2-, 3-, 4-, and 6-cubic-yard sizes and must offer Organic Waste Bins in 1-,
 1835 2-, and 3-cubic-yard sizes. Contractor may offer Roll-off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes.
 1836 Contractor must also either provide Collection Service from Compactors that are owned by Commercial
 1837 Service Units or provide Compactors for Commercial Service Units to use for Collection Service, for the
 1838 Maximum Service Rates set forth in Exhibit 1. The size of the Container and the frequency (above the
 1839 minimum) of Collection will be determined between the Service Recipient and Contractor. However, the size
 1840 and frequency must be sufficient to provide that no Garbage, Recyclable Materials, or Organic Waste need
 1841 be placed outside the Collection Container. The base Commercial Collection Service will include Commercial
 1842 Recyclable Materials Service as described in Section 12.05 below, and Commercial Organic Waste
 1843 Collection Service as described in Section 12.06 below.

1844 12.01.2 Bundled Service. For the Commercial Solid Waste Collection Service system,
 1845 Contractor shall provide Garbage Bins as requested by the Commercial Service Recipient and include at no
 1846 additional cost one (1) 65-Gallon Blue Recyclable Materials Cart and one (1) 65-Gallon Green Organic
 1847 Waste Cart service as part of the base bundled Commercial Collection Service. Additional services may be
 1848 requested by the Commercial Service Recipient. To be exempted from Commercial Recyclable Materials
 1849 Service or Commercial Organic Waste Collection Service, Service Recipient must apply for exemption to
 1850 the Contractor. All such exemption applications must be reported and approved by the City.

1851 12.01.3 Hours of Collection. Commercial Collection Service must be provided commencing
 1852 no earlier than 4:00 a.m., and terminating no later than 7:00 p.m., Monday through Saturday, except for
 1853 Holidays. If the Commercial Collection Service is adjacent to Residential Premises, and City receives
 1854 complaints about noise from adjacent residents, City and Contractor will confer, gather any necessary
 1855 information about the situation, and work together to attempt to find a solution. Contractor will proactively
 1856 work in good faith to address noise complaints related to specific locations. The hours, day, or both of
 1857 Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written
 1858 consent of the Agreement Administrator.

1859 12.01.4 Accessibility. Contractor must Collect all Collection Containers that are readily
 1860 accessible to Contractor's crew and vehicles and not blocked. However, Contractor must provide "push
 1861 services" and "stinger/scout truck services" as necessary upon request during the provision of Commercial
 1862 Collection Services for the Maximum Service Rate set forth in Exhibit 1. Push services include, but are not
 1863 limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage
 1864 location for Collection, and returning the Collection Containers back to their storage location, relocking the
 1865 storage enclosure if a lock is included. Stinger/scout truck services provide for the retrieval of Collection
 1866 Containers from locations with accessibility constraints that make Containers difficult or impossible to access
 1867 using regular trash Collection trucks.

1868 12.01.5 Manner of Collection. Contractor must provide Commercial Collection Service with
 1869 as little disturbance as possible and must leave any Collection Container in an upright position, with the lid
 1870 closed, at the same point it originally located, without obstructing alleys, roadways, driveways, sidewalks, or
 1871 mailboxes.

1872 12.01.6 Purchase and Distribution of Collection Containers for New Commercial Service
 1873 Units. Contractor must also distribute newly painted Collection Containers as specified in Exhibit 3 to new
 1874 Commercial and MFD Service Units that are added to Contractor's Service Area during the Term of this
 1875 Agreement. The size and mix of the Collection Containers will be in accordance with the service agreement
 1876 obtained by Contractor as set forth in this Agreement and the distribution must be completed within five (5)
 1877 Workdays of receipt of the request for service.

1878 12.01.7 Replacement of Collection Containers. Contractor's employees must avoid damage
 1879 to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the
 1880 Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Workdays at no cost or
 1881 inconvenience to the Service Recipient.

1882 12.01.7.1 Each Commercial Service Unit is entitled to the replacement of
 1883 one (1) lost, destroyed, or stolen Garbage, Recyclable Materials, and Organic Collection Container every
 1884 ten (10) years during the life of this Agreement at no cost to the Service Unit. Accordingly, Contractor will
 1885 be compensated for the cost of those replacements in excess of one (1) Garbage, Recyclable Materials,
 1886 and Organic Collection Container per Commercial Service Unit during the aforementioned 10-year period
 1887 within the Term of the Agreement, in accordance with the "Collection Container Exchange" Maximum
 1888 Service Rate, as appropriate, set forth in Exhibit 1. Contractor must deliver a replacement Collection
 1889 Container to such Service Unit within five (5) Workdays.

1890 12.01.8 Repair of Collection Containers. Contractor is responsible for repair of Collection
 1891 Containers. Within five (5) Workdays of notification by City or a Service Recipient of the need for such
 1892 repairs, Contractor must repair the Collection Container or, if necessary, remove the Collection Container
 1893 for repairs and deliver a replacement Collection Container to the Service Recipient. Collection Container
 1894 repair also includes the removal of graffiti from the Collection Container.

1895 12.01.9 Collection Container Exchange. Upon notification to Contractor by City or a Service
 1896 Recipient that a change in their Collection Containers is required, for reasons beyond those outlined in
 1897 Section 12, Contractor must deliver such Collection Containers to such Service Recipient within five (5)
 1898 Workdays. Each Commercial Service Unit is eligible to receive one (1) free Collection Container exchange
 1899 per Calendar Year during the Term of this Agreement. Contractor is allowed to charge the Service Unit for
 1900 the cost of those exchanges in excess of one (1) Collection Container exchange per Calendar Year, in
 1901 accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may
 1902 be adjusted by City under this Agreement. Additional Collection Containers or different size Collection
 1903 Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

1904 12.02 Ownership of Collection Containers. Ownership of Collection Containers distributed by
 1905 Contractor is vested in Contractor.

1906 12.03 Cleanliness of Collection Containers. Once every five (5) years, starting at the date of
 1907 signature of this agreement, each Commercial Service Recipient is entitled to request the exchange of up to
 1908 three (3) Collection Containers, one each of dirty Garbage, Recyclable Materials, and Organic Waste
 1909 Containers, for clean Garbage Recyclable Materials, or Organic Waste Containers. Upon receiving such a
 1910 request from a Commercial Service Recipient within the allowed timeframe, Contractor must replace the dirty
 1911 Collection Containers with clean Collection Containers. Any Collection Container cleanings done at
 1912 Contractor facility must be done in such a manner that results in no water entering the City's storm drain
 1913 system. This service must be provided at no charge to the Service Unit, so long as the service is not requested
 1914 more than once every five years. In addition, regardless of whether this exchange is requested by the Service
 1915 Unit, Contractor will ensure that all Collection Containers are exchanged on an as-needed basis so as to
 1916 maintain a clean appearance and proper function. Additional exchanges beyond once every five years will be
 1917 subject to the Maximum Service Rate set forth in Exhibit 1.

1918 12.04 Commercial Garbage Collection Service.

1919 12.04.1 Conditions of Service. Contractor must provide Commercial Garbage Collection
1920 Service to all Commercial Service Units in the Service Area whose Garbage is properly containerized in
1921 Garbage Collection Containers, where the Garbage Collection Containers are accessible.

1922 12.04.2 Size and Frequency of Service. This service must be provided as deemed
1923 necessary and determined between Contractor and the Commercial Service Unit, but such service must be
1924 received no less than one (1) time per week with no exception for Holiday(s) as set forth herein, except that
1925 Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Service
1926 Unit and Contractor as long as the minimum frequency requirement is met. The size of the Container and
1927 the frequency (above the minimum) of Collection will be determined between the Commercial Service Unit
1928 and Contractor. However, size and frequency must be sufficient to provide that no Solid Waste need be
1929 placed outside the Collection Container. Contractor must provide Containers as part of the Commercial
1930 Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own
1931 Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and
1932 that such Compactor is of a type that is compatible with Contractor's equipment. All other Collection
1933 Containers used by Service Recipients must be owned and supplied by Contractor.

1934 12.04.3 Non-Collection. Contractor is required to Collect any Commercial Solid Waste that
1935 is not placed in a Garbage Collection Container if such Commercial Solid Waste is outside the Garbage
1936 Collection Container because of overflow. In the event of non-collection, Contractor must provide the
1937 following written notice via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the
1938 Service Recipient: the date of the Solid Waste Non-Collection and the reason for Non-Collection.
1939 Contractor's Non-Collection Notice for Commercial Service Recipients shall also contain instructions on how
1940 to request an additional Collection Container, if relevant. If Non-Collection occurs for some unforeseeable
1941 circumstance not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall
1942 provide the same written notice as described in this Section.

1943 12.04.4 Disposal Facility. All Solid Waste Collected as a result of performing Commercial
1944 Solid Waste Collection must be transported to, and Disposed of at, the Disposal Facility. Failure to comply
1945 with this provision may result in assessment of Administrative Charges and Penalties as specified in Exhibit
1946 4 and may result in Contractor being in default under this Agreement.

1947 12.05 Commercial Recyclable Materials Service. This service is governed by the following terms
1948 and conditions:

1949 12.05.1 Conditions of Service. Contractor must provide Commercial Recyclable Materials
1950 Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly
1951 containerized in Recyclable Materials Collection Containers, except as set forth below, where the Recyclable
1952 Materials Collection Containers are accessible. The Maximum Service Rates for Contractor's Commercial
1953 Recyclable Materials Services are set forth in Exhibit 1.

1954 12.05.2 Base Commercial Recyclable Materials Service. All Commercial Service Recipients
1955 subscribing to Commercial Solid Waste Collection Service must receive weekly Collection of Recyclable
1956 Materials with a minimum of at least one 65-gallon Blue Recyclable Materials Cart per Service Recipient at

1957 no additional cost as part of the base service and included in the Bundled Rate set forth in Exhibit 1. The
 1958 actual configuration of Recyclable Materials Collection Container sizes to be provided will be based on the
 1959 total equivalent volume and configured in a manner determined by the Service Recipient in consultation with
 1960 Contractor.

1961 12.05.3 Size and Frequency of Service. This service will be provided as deemed necessary
 1962 and determined between Contractor and the Service Recipient, but such service must be received no less
 1963 than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service
 1964 scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and
 1965 Contractor as long as the minimum frequency requirement is met. Service may be provided by Collection
 1966 Container at the option of the Service Recipient. The size of the Collection Container and the frequency
 1967 (above the minimum) of Collection will be determined between the Service Recipient and Contractor.
 1968 However, size and frequency must be sufficient to provide that no Recyclable Materials need be placed
 1969 outside the Collection Container. Contractor may charge for Commercial Recyclable Materials Services
 1970 above the weekly trash volume equivalent and must provide Recyclable Materials Collection Containers as
 1971 a part of the Bundled Service with rates set forth in Exhibit 1. Service Recipients may own and provide their
 1972 own Compactor provided that the Service Recipient is completely responsible for its proper maintenance,
 1973 and that such Compactor is of a type that is compatible with Contractor's equipment. All other Collection
 1974 Containers used by Service Recipients must be owned and supplied by Contractor.

1975 12.05.4 Recyclable Materials - Improper Procedure. Contractor is not required to Collect
 1976 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial
 1977 Solid Waste and Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials
 1978 that are contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
 1979 Contractor must follow the steps as set forth in Section 5.07.

1980 12.05.5 Materials Recovery Facility. All Recyclable Materials Collected as a result of
 1981 performing Recyclable Materials Services must be delivered to the Materials Recovery Facility listed in
 1982 Exhibit 7. Failure to comply with this provision may result in assessment of Administrative Charges and
 1983 Penalties as specified in Exhibit 4 and may result in Contractor being in default under this Agreement.

1984 12.05.6 Recyclable Materials - Changes to Work. Should changes in law arise that
 1985 necessitate any additions or deletions to the work described herein including the type of items included as
 1986 Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement
 1987 amendment covering such modifications to the work to be performed and the compensation to be paid in
 1988 accordance with Section 30.02 before undertaking any changes or revisions to such work.

1989 12.05.7 Additional Recyclable Materials Collection Containers. Contractor must provide
 1990 additional Recyclable Materials Collection Containers to Commercial Service Recipients above the minimum
 1991 requirements within five (5) days of request and may charge for such additional capacity set forth in Exhibit
 1992 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting
 1993 out additional Recyclable Materials for regular weekly Commercial Recyclable Materials Service.

1994 12.06 Commercial Organic Waste Collection Service. This service is governed by the following
1995 terms and conditions:

1996 12.06.1 Conditions of Service. Contractor must provide Commercial Organic Waste
1997 Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly
1998 containerized in Organic Collection Containers, where the Organic Waste Collection Containers are
1999 accessible. Contractor will conduct a site visit with each non-exempt Service Recipient to determine the
2000 specific materials to be included in the Service Recipient's Organic Waste Collection (i.e., Food Waste,
2001 Green Waste, combined Food and Green Waste). Contractor will charge for Collection of Organic Waste
2002 within the Bundled Service rate specified in Exhibit 1. For Organic Waste Collected in Collection Containers
2003 beyond the size specified in the Bundled Service rate, Contractor will charge at the rate set forth in Exhibit
2004 1. Contractor agrees that not all Service Units will elect to receive Organic Waste Collection Service in Carts,
2005 and that Contractor will provide Organic Waste Collection Bins upon request and as necessary. Service
2006 Recipients may elect to add Green Waste only Collection Bins to their service at pricing included in Exhibit
2007 1. Contractor will provide enough Collection Containers and at a Collection frequency to allow for any such
2008 Service Unit to utilize the Collection of Organic Waste. Commercial Organic Waste Collection will occur
2009 Monday through Saturday upon request and as necessary. City shall provide Contractor a list of the names
2010 and addresses of Commercial Service Units that are approved by City for exemption from Organic Waste
2011 Collection.

2012 12.06.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
2013 Waste to the Organic Waste Processing Facility listed in Exhibit 7. Failure to comply with this provision may
2014 result in assessment of Administrative Charges and Penalties as specified in Exhibit 4 and may result in
2015 Contractor being in default under this Agreement.

2016 12.06.3 Organic Waste Collection Frequency. Contractor must comply with CalRecycle
2017 Collection frequency requirements as they may apply during the Term of this Agreement. If any such
2018 changes to Collection frequency are adopted after Commencement Date that result in Contractor being
2019 allowed to reduce the frequency of Garbage or Organic Waste Collection, or otherwise cause Contractor to
2020 reduce its Collection costs as a result in a change in Garbage or Organic Waste Collection frequency,
2021 Contractor must provide City with its estimate of its reduced costs and shall make adjustments to the
2022 Maximum Service Rates.

2023 12.06.4 Base Commercial Organic Waste Service. All Commercial Service Recipients
2024 subscribing to Commercial Garbage Collection Service must receive weekly Collection of the equivalent
2025 volume of at least one (1) 32-gallon Green Organic Waste Cart per Service Recipient at no additional cost
2026 as part of the base service included in the Bundled Service rate. The actual configuration of Organic Waste
2027 Collection Container sizes to be provided will be based on the total equivalent volume and configured in a
2028 manner determined by the Service Recipient in consultation with Contractor. Contractor may charge for
2029 Commercial Organic Waste Collection as set forth in Exhibit 1 for Commercial Organic Waste Service
2030 greater than the base 32-gallon Organic Waste Cart.

2031 12.06.5 Size and Frequency of Service. This service will be provided as deemed necessary
2032 and determined between Contractor and the Service Recipient, but such service must be received no less

than one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Service Recipient and Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the Service Recipient. The size of the Container and the frequency (above the minimum) of Collection will be determined between the Customer and Contractor. However, size and frequency must be sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and supplied by Contractor.

12.06.6 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic Waste if the Service Recipient does not separate the Organic Waste from Solid Waste and Recyclable Materials. Furthermore, Contractor is not required to Collect Organic Waste that is contaminated through commingling with Solid Waste or Recyclable Materials. To address contamination, Contractor must follow the steps set forth in Section 5.07.

12.06.7 Organic Waste - Changes to Services. Should changes in law arise that necessitate any additions or deletions to the services described in this Section, including the type of items included as Organic Waste, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the services to be performed and the compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to such services.

12.06.8 Additional Organic Waste Collection Containers. Contractor must provide additional Organic Waste Collection Containers to Service Recipients at the rates listed in Exhibit 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting out additional Organic Waste materials for regular weekly Organic Waste Collection Service.

Article 13. Industrial Service

13.01 Contractor shall provide temporary Bin and Roll-Off Container service, including Construction and Demolition Debris Bins, to Service Recipients. Contractor must offer temporary Roll-Off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes. Contractor shall deliver such Bin or Roll-Off Container within one (1) Business Day of request. The size of the Container and the frequency of Collection will be determined between the Service Recipient and Contractor. The Contractor shall receive compensation for Temporary Bin and Roll-Off Container Service from the Customer at the rate for such service as set in Exhibit 1. Contractor shall also offer discounts on temporary Roll-Off Container Service Rates for homeowner's associations when requested, for a discount of up to 25% of the standard Service Rates for the requested service, provided that the request originates from the homeowner's association management, and provided that the Roll-Off Container(s) will be used for a community-based clean-up project.

13.02 Contractor shall provide monthly Roll-Off Container service, including Construction and Demolition Debris Bins, to Service Recipients. Contractor may offer monthly Roll-Off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes. Contractor shall deliver such Roll-Off Container within one Business Day of

2071 request. Contractor must also either provide Collection Service from Compactors that are owned by
 2072 Commercial Service Units or provide Compactors for Commercial Service Units to use for Collection Service,
 2073 for the Maximum Service Rates set forth in Exhibit 1. The size of the Container and the frequency of Collection
 2074 will be determined between the Service Recipient and Contractor. The Contractor shall receive compensation
 2075 for monthly Roll-Off Container Service from the Customer at the rate for such service as set in Exhibit 1.

2076 13.03 Hours of Collection. Industrial Collection Service must be provided commencing no earlier
 2077 than 4:00 a.m., and terminating no later than 7:00 p.m., Monday through Saturday, except for Holidays. If the
 2078 Commercial Collection Service is adjacent to Residential Premises, then Collection service will be provided
 2079 no earlier than 7:00 a.m. Monday through Friday and 8:00 a.m. on Saturday. The hours, day, or both of
 2080 Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written
 2081 consent of the Agreement Administrator.

2082 **Article 14. City Services**

2083 14.01 City Collection Services.

2084 14.01.1 Contractor shall provide Garbage, Recyclable Materials, and Organic Waste
 2085 Collection Services to all City Service Units set forth in Exhibit 2, or as City may designate in the future (and
 2086 where applicable, subject to the conditions in this Section), where the Containers are not blocked and are
 2087 accessible by Contractor's Collection Vehicles. City may update Exhibit 2 annually.

2088 14.01.2 Bulky Waste Collection Service. Contractor shall Collect Bulky Waste, including E-
 2089 Waste and U-Waste, from City Services Units as listed on Exhibit 2 on an on-call basis on the same terms
 2090 and conditions as are provided to SFD Service Units per Section 10.10. Contractor shall provide up to twelve
 2091 (12) 40-yard debris boxes annually for community clean-ups.

2092 14.01.3 Public Garbage Cans and City Transit Shelters. Contractor shall provide Garbage
 2093 Collection services to public trash cans and City-owned bus stops not less than three (3) days per week.
 2094 Collection service shall include power-washing public trash cans and maintaining cleanliness in and around
 2095 the trash cans on an annual basis. City public trash cans and Transit Shelter Garbage Collection Service
 2096 Areas are specified in Exhibit 2.

2097 14.01.4 Development Review. Contractor, upon City's request, shall assist the City in the
 2098 review of applicants' plans for projects covered by Public Resources Code § 42911, including commercial
 2099 and multi-family projects, to provide for effective and economical accumulation and Collection of Solid
 2100 Waste.

2101 14.01.5 Abandoned Waste Removal. Upon request from the Agreement Administrator or
 2102 other authorized City staff, Contractor shall provide abandoned waste removal services within twenty-four
 2103 (24) hours. Contractor shall be responsible for loading or arranging for loading of abandoned waste.
 2104 Contractor shall Collect, transport, and deliver abandoned waste to the Disposal Facility, the Materials
 2105 Recovery Facility, or Organic Waste Processing Facility as appropriate given the characteristics of the
 2106 abandoned waste. Contractor shall Collect, transport, and process the abandoned waste from up to fifty (50)

2107 abandoned waste incidents identified by the City each Agreement Year at no charge to the City. Contractor
2108 shall do all of the following:

2109 (a) Contractor will Collect Abandoned Waste discarded along roads at locations identified
2110 by the City (which may include reports of locations by members of the public to the City
2111 or to Contractor from City staff).

2112 (b) Contractor shall respond to requests from the City to Collect abandoned waste on City
2113 Premises.

2114 (c) Contractor shall proactively Collect any and all Abandoned Waste from designated Hot
2115 Spots identified by the City, on a schedule set by the City.

2116 (d) Contractor shall proactively Collect any and all unreported Abandoned Waste that is
2117 discovered during the course of regular Collection Service.

2118 (e) Contractor shall cooperate with City in any investigation and prosecution of illegal
2119 dumping and collect abandoned waste from cleared homeless encampments.

2120 (f) Contractor shall clean up all abandoned waste and debris within a 10-foot radius of
2121 each Abandoned Waste Collection site.

2122 (g) Each Abandoned Waste Collection incident shall equate to no more than four (4) cubic
2123 yards of debris. Any additional volume above four (4) cubic yards of debris shall be
2124 considered a second incident.

2125 If Contractor is directed by City to Collect abandoned waste more than fifty (50) times in a year as described
2126 above, Contractor shall be entitled to charge the City for Collected materials exceeding fifty(50) Collections
2127 per Agreement Year in accordance with the Service Recipient Rates as set forth in Exhibit 1.

2128 14.01.6 Contractor shall publicize, to the satisfaction of City, two options for members of the
2129 public to use to report abandoned waste and illegal dumping. The first option, which is preferred by the City,
2130 is for the public to use the City's free smartphone application, Pinole Connect. This option should always be
2131 listed first in publicity materials. The second option is the Contra Costa Clean Water Program toll free number
2132 1-800-NO DUMPING.

2133 14.01.7 City-Sponsored Events. Upon request by the City, Contractor shall provide
2134 Garbage, Recyclable Materials, and Organic Waste Containers and Collection Services at up to twelve (12)
2135 City-Sponsored Events annually at no cost to the City. Containers shall be delivered and picked up on the
2136 same day as each event, to prevent unauthorized use of the Containers.

2137 14.01.8 City Dumpster Service. Upon request from City, and at no additional cost to City,
2138 Contractor shall provide Roll-Off Containers for large-scale City clean-ups, provided that City provides one
2139 week of advance notice to Contractor. Examples of large-scale City clean-ups may include creek desilting
2140 events, encampment clean-ups, City Facility move-out days, fire prevention clean-up events, tenant
2141 improvements at City Facilities, and other miscellaneous activities on City or public property that involve
2142 large quantities of debris. Contractor shall provide up to four (4) 40-yard Roll-Off Containers, or three (3) 40-
2143 yard Roll-Off Containers plus one 10-cubic-yard low-wall wet dumpster, per event, for up to eight (8) events

2144 per year. Containers shall be delivered and picked up on the same day as each clean-up, to prevent
2145 unauthorized use of the Containers.

2146 14.02 City Collection Conditions of Service. City Collection Services shall be governed by the
2147 following terms and conditions:

2148 14.02.1 Contractor's Good Will. In exchange for the good will of the City and the general
2149 public, Contractor voluntarily agrees to provide Solid Waste Collection under this Article at no cost to the
2150 City excepting excess service as provided in this Article and warrants that such service shall neither impact
2151 the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients.

2152 14.02.2 Contractor shall receive written permission from the City before placing any
2153 Collection Containers on City-owned property for service, except that no such permission shall be needed
2154 to place Collection Containers at locations specified for such Containers in Exhibit 2.

2155 14.02.3 Contractor shall limit the number of trips and the path of travel for Collection
2156 Vehicles in City parking lots.

2157 14.02.4 Container Service. City Facilities shall be provided Solid Waste Collection generally
2158 subject to the same terms and conditions as similar Service Units regarding Container specifications, repair,
2159 replacement, cleanings, and exchange; provided the City shall not be charged for any requests for such
2160 services.

2161 14.02.5 Frequency of Service. The frequency of Collection may be designated by the City,
2162 but not to exceed six (6) times per week per Container. City may change the City Service Units receiving
2163 service, and the Container volume and Collection frequency provided to any City Service Unit, by written
2164 notice to Contractor.

2165 14.02.6 Keys to City Facilities. City may issue Contractor sets of keys to facilitate access to
2166 City Service Unit sites. Contractor shall be responsible for the safekeeping of these keys, and shall pay for
2167 the replacement cost of keys if replacements are needed.

2168 14.03 Disposal Services. The City shall have the privilege of depositing non-hazardous solid
2169 wastes, including sludge, that require no special handling produced by regular municipal operations and
2170 collected by municipal employees on municipally owned property at the Golden Bear Transfer Station at no
2171 cost to the City.

2172 14.04 HHW Drop-Off Reimbursement Program for City Service Units. If City Service Unit delivery
2173 of HHW to the West Contra Costa County Household Hazardous Waste Facility is no longer free to the City,
2174 and subject to the terms and conditions of Section 30.01, Contractor shall provide reimbursement to City for
2175 any costs accrued by City Service Unit delivering HHW to the West Contra Costa County Household
2176 Hazardous Waste Facility. City shall provide reimbursement requests with back-up documentation quarterly,
2177 and Contractor shall provide reimbursement quarterly, to be determined via meet and confer per Section
2178 6.06.3. The agreed upon payment amount shall increase annually by the CPI Adjustment Calculation in
2179 Section 6.03.1.

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Article 15. Additional Services

2182 15.01 Neighborhood Clean-Up Events ("Dumpster Days"). Contractor shall provide Collection
2183 Services at Neighborhood Clean-Up Events (also known as "Dumpster Days") at a maximum of twelve (12)
2184 per year upon request by City. Each event shall occur on a Saturday between the hours of 8:00 a.m. and
2185 12:00 p.m. at a location selected by the City and shall be limited to SFD and MFD Service Recipients within
2186 the City. At no cost to the City, the Contractor shall provide up to five (5) 40-yard Roll-off Containers for Solid
2187 Waste, one (1) 20-yard Roll-Off Container for metals, and one (1) 20-yard Container for Green Waste per
2188 event. The services shall be provided in a manner that meets all needs of the Neighborhood Clean-Up Event.
2189 The Agreement Administrator shall notify Contractor in writing or email not less than three (3) weeks prior to
2190 the date of each Neighborhood Clean-Up Event. The events must not occur during the week of a Holiday.
2191 Contractor shall prepare and distribute Neighborhood Clean-Up Event notices to SFD and MFD Service
2192 Recipients no later than one (1) week prior to each event. At a minimum, the notices shall include the dates
2193 and hours of operation, locations of the Collection sites, and acceptable materials for Collection. Contractor
2194 may separately electronically transmit the notices or provide the notices as billing inserts to each SFD and
2195 MFD Service Recipient. Contractor shall provide Spanish-translated notices upon request by the City. The
2196 costs of production, printing, mailing and all associated costs for the notices shall be borne by Contractor.
2197 Contractor shall also provide their information in digital format to the City.

2198 15.02 Recovered Organic Waste Procurement. In the event that support with recovered Organic
2199 Waste procurement is no longer provided by the West Contra Costa Integrated Waste Management Authority,
2200 Contractor shall assist the City in meeting the SB 1383-mandated recovered Organic Waste procurement
2201 target. At no cost to the City, Contractor must assist City in arranging for produced Compost, mulch, or other
2202 recovered Organic Waste products to comply with SB 1383 procurement requirements to be delivered in
2203 qualities, quantities, locations, and times agreed on between City and Contractor. Such Contractor assistance
2204 can be in the form of backhauling materials or setting aside locations for Service Recipients to pick up
2205 produced Compost/mulch at an approved facility. Contractor agrees to provide up to one thousand (1,000)
2206 cubic yards of Compost or 2,000 cubic yards of mulch to the City annually. The services described in this
2207 section are not effective until such time as the City and Contractor agree to a City-Directed Change per
2208 Section 30.01.

2209 15.03 Compost Giveaway Events. In the event that Compost is no longer provided by the West
2210 Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section
2211 30.01, Contractor will provide at least two Compost giveaway events per year for City residents. Contractor
2212 shall make available at least sixty (60) cubic yards of Compost on an annual basis at no additional cost to
2213 City. The location, date, and time of such events shall be mutually agreed upon by Contractor and City. The
2214 services described in this section are not effective until such time as the City and Contractor agree to a City-
2215 Directed Change per Section 30.01.

2216 15.04 Edible Food Recovery Support. In the event that Edible Food Recovery support is no longer
2217 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
2218 conditions of Section 30.01, Contractor will, at no additional cost to the City, provide support to the City's

2219 Edible Food Recovery program as required under SB 1383. Contractor support may include educating
 2220 commercial Edible Food generators, providing records of site visits, conducting education efforts, providing
 2221 lists of food recovery organizations, and coordinating with Agreement Administrator. Contractor will assist the
 2222 City in conducting Food Waste and Green Waste surveys and Diversion programs by providing accurate and
 2223 timely service data, conducting site visits, and distributing materials. The services described in this section
 2224 are not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

2225 15.05 HHW and Extended Producer Responsibility Drop-Off Events. In the event that similar
 2226 events are no longer provided by the West Contra Costa Integrated Waste Management Authority, and
 2227 subject to the terms and conditions of Section 30.01, Contractor shall provide a minimum of two City-wide
 2228 HHW (including E-waste, U-Waste, pharmaceuticals, and sharps), textile, carpet, and mattress Collection
 2229 drives on an annual basis. The events shall be conducted by Contractor at no cost of any kind to the City.
 2230 Contractor will schedule Collection events with City approval and advertise the drop-off events not less than
 2231 one week prior to the scheduled Collection event, but no more than one month prior to the scheduled
 2232 Collection event. All textile, carpet, and mattresses Collected through this program shall be Diverted from the
 2233 landfill, either through donation to a local non-profit organization or through other means of Diversion.
 2234 Contractor must arrange for appropriate disposal of all HHW generated by each event. The services
 2235 described in this section are not effective until such time as the City and Contractor agree to a City-Directed
 2236 Change per Section 30.01.

2237 15.06 HHW Drop-Off Site. In the event that the City's HHW is no longer accepted by the West
 2238 Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section
 2239 30.01, Contractor will provide at least one HHW drop-off site within the City limits and provide free HHW drop-
 2240 off services to City residents. The services described in this section are not effective until such time as the
 2241 City and Contractor agree to a City-Directed Change per Section 30.01.

2242 15.07 Sharps Collection Program. In the event that sharps collection services are no longer
 2243 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
 2244 conditions of Section 30.01, home-generated sharps, such as needles, syringes, and lancets, shall be placed
 2245 in a sharps Container and removed from the regular waste stream to minimize exposure to Solid Waste
 2246 workers and Recyclable Materials processors. To ensure sharps are handled in an appropriate manner,
 2247 Contractor shall provide, upon request, postage-paid mail-back sharps Containers as follows. In addition,
 2248 Contractor shall promote this program in newsletters and in other forms of outreach as determined by City.
 2249 The services described in this section are not effective until such time as the City and Contractor agree to a
 2250 City-Directed Change per Section 30.01.

2251 15.07.1 Each SFD Service Recipient shall be provided with up to one postage-paid mail-
 2252 back sharps Container per year at no additional cost. Seniors shall be provided with up to two postage-paid
 2253 mail-back sharps Containers per year at no additional cost.

2254 15.07.2 Each MFD dwelling within an MFD Service Unit, up to 20 dwellings per Service Unit,
 2255 shall be provided with up to one postage-paid mail-back sharps Container per year at no additional cost.
 2256 Seniors shall be provided with up to two postage-paid mail-back sharps Containers per year at no additional
 2257 cost.

15.07.3 Contractor shall provide to the City on an annual basis not less than 200 postage-paid mail-back Sharps Containers for City staff to distribute at special events.

15.08 Support in Complying with SB 54. Contractor will, at no cost to the City, provide support to the City in complying with SB 54. Contractor support may include, but is not limited to, record-keeping, collection of data, waste stream sampling, and compilation of reports.

Article 16. Collection Routes

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

16.02 Service Routes Near Schools. Contractor agrees not to schedule Collection service within 500 feet of a school's roadway frontage and/or driveways during either the school's daily morning student arrival window(s) or the school's daily afternoon student departure window(s).

16.03 Initial Route Changes. Contractor agrees not to change any Residential Solid Waste Collection routes in effect as of the Effective Date of this Agreement prior to July 1, 2026, except for limited route changes that may be necessary for new development and subject to review and approval by the City. After July 1, 2026, if any re-routing of Residential Solid Waste Collection is necessary for Collection efficiency, Contractor may submit to City, in writing, proposed route changes (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. Any such initial routing change may not affect more than ten percent (10%) of SFD Service Units in the City and is subject to City review and approval.

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

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

Article 17. Minimum Performance Standards

17.01 Billing Audit and Performance Reviews.

17.01.1 Contractor Shall Review its Billings to all Customers. The purpose of the review is to determine that the amount which the Contractor is billing each Customer is correct regarding the level of service (i.e., frequency of Collection, size of Container, location of Container) at the rates approved by City Council resolution. The Contractor shall review Customer accounts not less than annually and provide a

2293 written certification to the City that all such billing is correct. The documentation of the review, as well as
2294 verification that any errors have been corrected, should be provided to the City annually.

2295 17.01.2 Billing Audit and Performance Reviews. City may conduct billing audit and
2296 performance reviews (together, "reviews") of Contractor's performance during the Term of this Agreement,
2297 as provided herein. City may conduct two (2) full reviews during the Initial Term of this Agreement. The
2298 purpose of these full reviews will be as described in Section 17.01.2.2 below.

2299 17.01.2.1 Selection and Cost. The reviews will be performed by the City or
2300 a qualified firm under contract with the City. City will have the final responsibility for the selection of the firm.
2301 City may conduct the two (2) reviews at any time during the Term of the Agreement, but not more frequently
2302 than once per year.

2303 17.01.2.2 Purpose. The reviews will be designed to verify: that Customer
2304 billing rates have been properly calculated and correspond to the level of service received by the Customer,
2305 that Contractor is correctly billing for all services provided, that Franchise Fees and other fees required
2306 under this Agreement have been properly calculated and paid to City, that Contractor is in compliance with
2307 the reporting requirements and performance standards of this Agreement, the Diversion percentages
2308 reported by Contractor, and any other provisions of the Agreement. City (or its designated consultant) may
2309 utilize a variety of methods in the execution of this review, including, but not limited to, analysis of relevant
2310 documents, on-site and field observations, and interviews. City (or its designated consultant) will review
2311 and document the items in the Agreement that can be objectively evaluated, including those that require
2312 Contractor to meet specific performance standards, submit information or reports, perform additional
2313 services, or document operating procedures. This information will be documented and be formatted in a
2314 "compliance checklist", with supporting documentation and findings tracked for each of the identified items.
2315 The review will specifically include a determination of Contractor's compliance with the Diversion
2316 requirements of Article 8 and the public outreach and education requirements of Article 20. City (or its
2317 designated consultant) may review the Customer service functions and structure utilized by Contractor.
2318 This may include Contractor's protocol for addressing Customer complaints and service interruption
2319 procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and
2320 addressing complaints. On-site and field observations by City (or its designated consultant) may include,
2321 but are not necessarily limited to:

2322 17.01.2.3 Interviews and discussions with Contractor's administration and
2323 management personnel.

2324 17.01.2.4 Review and observation of Contractor's Customer service
2325 functions and structure.

2326 17.01.2.5 Review of public education and outreach materials.

2327 17.01.2.6 Interviews and discussions with Contractor's financial and
2328 accounting personnel.

2329 17.01.2.7 Interviews with route dispatchers, field supervisors, and
2330 managers.

2331 17.01.2.8 Interviews with route drivers.

2332 17.01.2.9 Interviews with vehicle maintenance staff and observation of
2333 maintenance practices.

2334 17.01.2.10 Review of on-route Collection Services, including observation of
2335 driver performance and Collection productivity and visual inspection of residential routes before and after
2336 Collection to evaluate cart placement and cleanliness of streets.

2337 17.01.2.11 Contractor's Cooperation. Contractor shall cooperate fully with the
2338 review and provide all requested data, including operational data, financial data, and other data reasonably
2339 requested by City within fifteen (15) Workdays of the request. Failure to submit data by the due date may
2340 result in assessment of Administrative Charges and Penalties as specified in Exhibit 4.

2341 17.01.3 Additional Billing Audit and Performance Review. If the Billing Audit and
2342 Performance Review concludes that Contractor is not in compliance with all terms and conditions of this
2343 Agreement and such non-compliance is deemed material by the City, Contractor is subject to Administrative
2344 Charges and Penalties as described in Exhibit 4 as well as reimbursement to the City for the full cost of the
2345 audit plus any underpayments discovered during the Audit. Additionally, City may conduct an Additional
2346 Billing Audit and Performance Review, beyond the two (2) specified in Section 17.01.2.1, to ensure that
2347 Contractor has cured any such area of non-compliance. For the purposes of a determination of non-
2348 compliance under this Agreement, Audit findings which result in underpayments of \$100,000 or more shall
2349 be deemed material. These payment amounts shall increase annually by the CPI Adjustment Calculation in
2350 Section 6.03.1.

2351 17.01.4 City Requested Program Review. City reserves the right to require Contractor to
2352 periodically conduct reviews of the Garbage, Recyclable Materials, and Organic Waste Collection Service
2353 programs, provided that such reviews are reasonable and can be accomplished at no additional cost to
2354 Contractor and without interfering with Contractor's operations. Such reviews could assess one or more of
2355 the following performance indicators: average volume of Recyclable Materials per set-out per Customer,
2356 average volume of Organic Waste per set-out per Customer, participation level, contamination levels, etc.
2357 Prior to the program evaluation review, City and Contractor will meet and discuss the purpose of the review
2358 and agree on the method, scope, and data to be provided by Contractor. Failure of Contractor to submit
2359 requested data or information to City within fifteen (15) Workdays of a request may result in assessment of
2360 Administrative Charges and Penalties as specified in Exhibit 4.

2361 17.02 Cooperation with Other Program Reviews. Contractor shall cooperate with City and/or its
2362 agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to
2363 investigate Customer participation levels and set-out volumes, and/or evaluate and monitor program results
2364 related to Garbage, Recyclable Materials, and Organic Waste Collected in City by Contractor, provided that
2365 such cooperation can be accomplished at no additional cost to Contractor and without interfering with

2366 Contractor's operations. Failure of Contractor to submit requested data or information to City within fifteen
2367 (15) Workdays of a request may result in assessment of Administrative Charges and Penalties as specified
2368 in Exhibit 4.

2369 **Article 18. Collection Equipment**

2370 18.01 General Provisions. All equipment used by Contractor in the performance of services under
2371 this Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality
2372 standards, including all applicable provisions of Air Quality Management District. Collection vehicles must be
2373 designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers must
2374 be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing,
2375 or falling from the vehicles. All trucks and Containers must be watertight and must be operated so that liquids
2376 do not spill during Collection or in transit.

2377 18.02 Bulky Waste. Vehicles used for Collection of Bulky Waste may not use Compactor
2378 mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other
2379 gases from pressurized appliances.

2380 18.03 Collection Vehicles. Contractor must use Collection Vehicles as listed in the schedule
2381 included in Exhibit 6 and may not use any Collection Vehicle that is more than ten (10) years old during the
2382 Term of the Agreement. Contractor shall register all new Collection Vehicles under this Agreement to its
2383 address within the City and shall report all purchases of Collection Vehicles under this Agreement as
2384 attributable to the City for sales tax purposes. Collection Vehicles must utilize low carbon ("alternative") fuel,
2385 which must be renewable natural gas (RNG), liquefied natural gas (LNG), CNG, or electric unless otherwise
2386 pre-authorized by the City in writing. If, during the Term of the Agreement, new technologies are available
2387 (such as hybrid or electric powered Collection vehicles), the City or the Contractor may request/negotiate
2388 implementation of such new Collection vehicles, with a corresponding change to the Maximum Service Rates
2389 to reflect additional cost or savings. During the Term, to the extent required by law, Contractor shall provide
2390 its Collection Vehicles to be in full compliance with all Applicable Laws, including State and Federal clean air
2391 requirements that are adopted or proposed to be adopted, including, but not limited to, the California Air
2392 Resources Board Heavy Duty Engine Standards as currently proposed to be contained in California Code of
2393 Regulations, Title 13, Sections 2020 et seq., the California Air Resources Board Advanced Clean Fleets
2394 Regulation as outlined in California Code of Regulations, Title 13, Sections 2013 et seq., the Federal EPA's
2395 Highway Diesel Fuel Sulfur regulations, and all other applicable air pollution control laws.

2396 18.03.1 Zero Emission Vehicle Technology Transition. City and Contractor shall proactively
2397 take such steps as are necessary to plan for, and upon City direction execute, transition of the Contractor's
2398 Collection Vehicles to reliance on electricity or other zero emission technologies as a fuel source. Contractor
2399 shall report to the City no less than annually on the status of the transition. The City and Contractor shall, no
2400 less than annually, confer on the degree to which it is technologically and economically feasible to transition
2401 some or all Collection Vehicles to electricity or other zero emission technology. In determining whether it is
2402 economically feasible to transition Collection Vehicles per Section, the City and Contractor shall review and
2403 evaluate Contractor's current and historical finances and profitability. Upon a determination by the City that
2404 it is technologically and economically feasible to transition some or all Collection Vehicles to electricity or

2405 other zero emissions technology, Contractor shall proceed to purchase and operate such vehicles on a
 2406 schedule mutually agreed to by Contractor and City, and subject to agreement regarding changes in
 2407 Contractor's Compensation that are reasonable and necessary for the transition. Contractor shall be entitled
 2408 to a change in Contractor's Compensation for construction of an electric charging or other fueling station,
 2409 subject to the mutual agreement of the City and Contractor and approval of the City Council. Contractor will
 2410 coordinate with the City in finding or constructing a suitable charging or other fueling station for Contractor's
 2411 electric or other zero emission Collection Vehicles.

2412 18.04 Collection Vehicle On-Board Technology. Contractor must use Collection Vehicles fitted
 2413 with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum
 2414 speed. Contractor shall furnish the City, at no additional cost or expense, any software and equipment
 2415 necessary for City to track the location of Collection Vehicles in real time and to generate reports as needed.
 2416 Collection Vehicles must also be fitted with cameras that are programmed to take photos, date and location
 2417 stamped, to document violations, including contamination, overfilling, and lids not closed. GPS and camera
 2418 data must be made available to City upon request. Failure of Contractor to make data or information available
 2419 to City within fifteen (15) Workdays of a request may result in assessment of Administrative Charges and
 2420 Penalties as specified in Exhibit 4.

2421 18.05 Collection Vehicle Size Limitations / Overweight Vehicle Charge. Contractor may not use
 2422 any Collection Vehicle in violation of weight limitations in Applicable Law, including any weight limitation
 2423 placed on any public roadway or alley as adopted and posted by City. The Contractor may exceed the
 2424 Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the
 2425 prior written consent of the Agreement Administrator. The limited time may not exceed 120 days. Contractor
 2426 must report all instances of overweight vehicles to City as part of its quarterly reporting described in Section
 2427 22.04, and as part of its Annual Reports to the City described in Section 22.05. Contractor may be assessed
 2428 Administrative Charges and Penalties as specified in Exhibit 4 as a result of exceeding an overweight vehicle
 2429 rate of five percent (5.00%) in any Calendar Year during the Term of the Agreement. The overweight vehicle
 2430 rate will be calculated as the total number of overweight Collection Vehicle instances during the Calendar
 2431 Year divided by the total number of Collection Vehicle loads transported during the Calendar Year. Prior to
 2432 collecting Administrative Charges and Penalties for overweight vehicles, the City shall afford Contractor a
 2433 reasonable opportunity to provide the Agreement Administrator with documentation of the extraordinary
 2434 circumstance that caused the overweight vehicles. Extraordinary circumstances in this case may include, but
 2435 are not limited to, heavy rains or high winds that caused excess Green Waste to be generated, rain to
 2436 accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened due to
 2437 extreme weather conditions. The Agreement Administrator shall have authority to consider Contractor's
 2438 documentation and uphold and collect the assessed charge, to reduce the charge, or to waive and dismiss
 2439 the charge. The Agreement Administrator shall also have the authority to waive charges in advance of an
 2440 anticipated, or in response to an actual, emergency event.

2441 18.06 Registration; Inspection. All vehicles used by Contractor in providing Solid Waste
 2442 Collection under this Agreement, except those vehicles used solely on Contractor's Premises, are to be
 2443 registered with the California Department of Motor Vehicles. In addition, each such vehicle must be inspected
 2444 by the California Highway Patrol in accordance with Applicable Law. Within two (2) Workdays of a request

2445 from the Agreement Administrator, Contractor must provide City a copy of its vehicle maintenance log and
 2446 any safety compliance report, including, but not limited to, any report issued under California Vehicle Code
 2447 Sections 34500 and following, as well as the biennial "BIT" inspections conducted by the California Highway
 2448 Patrol.

2449 18.07 Safety Markings. All Collection equipment used by Contractor must have appropriate safety
 2450 markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and
 2451 warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle
 2452 Code, as may be amended from time to time.

2453 18.08 Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without
 2454 repetition and must have Contractor's name, Contractor's customer service telephone number, and the
 2455 number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and
 2456 the rear of each vehicle. No advertising is permitted other than the name of Contractor, its logo, and its
 2457 registered service marks, except for promotional advertisement of the Recyclable Materials and Organic
 2458 Waste programs, which is encouraged. City is to approve any promotional material of the Recyclable
 2459 Materials and Organic Waste affixed to or painted on Contractor's Collection Vehicles and may require such
 2460 promotion to be utilized from time to time to encourage correct Recycling, reduce contamination, and provide
 2461 relevant education. Contractor must repaint all vehicles (including vehicles striping) during the Term of this
 2462 Agreement on a frequency as necessary to maintain a positive public image, as reasonably determined by
 2463 the Agreement Administrator, but not less often than once every five years.

2464 18.09 Bin and Roll-off Container Signage, Painting, and Cleaning. All metal Bins of any service
 2465 type furnished by Contractor must be either painted or galvanized, in compliance with all applicable color
 2466 specifications as set forth by CalRecycle. For purposes of this Agreement, all metal Bins will be in compliance
 2467 with all applicable color specifications as set forth by CalRecycle via the color of the Bin's lid. All metal or
 2468 plastic Bins and Roll-off Containers must display Contractor's name, Contractor's customer service telephone
 2469 number, and the number of the Bin or Roll-off Container and must be kept in a clean and sanitary condition.
 2470 Bins must also have labels that comply with Section 20.10 of this Agreement. Bins and Roll-off Containers
 2471 should be free of dents and graffiti and newly painted at the start of this Agreement and painted as needed
 2472 to maintain an orderly appearance throughout the Term of the Agreement, but not less frequently than once
 2473 every three years. Bins and Roll-off Containers may be subject to periodic, unscheduled inspections by City,
 2474 and determination as to sanitary condition will be made by City.

2475 18.10 Vehicle Certification. For each Collection Vehicle used in the performance of services
 2476 under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to
 2477 Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations
 2478 promulgated thereunder, and/or a safety compliance report issued pursuant to Division 14.8 of the California
 2479 Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to
 2480 the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates
 2481 and reports available for inspection upon request by the Agreement Administrator.

2482 18.10.1 By July 1, 2025, Contractor must submit to the Agreement Administrator verification
 2483 that each of the Contractor's Collection Vehicles has passed the California Heavy Duty Vehicle Inspection.

2484 Thereafter, Contractor must cause each vehicle in Contractor's Collection fleet to be tested annually in the
2485 California Heavy Duty Inspection Program and must, upon request, submit written verification to City within
2486 ten (10) Workdays of the completion of such test. Contractor may not use any vehicle that does not pass
2487 such inspection.

2488 18.11 Equipment Maintenance. Contractor must always maintain Collection equipment in a clean
2489 condition and in good repair. All parts and systems of the Collection equipment must operate properly and be
2490 maintained in a condition satisfactory to City. Contractor must wash all Collection Vehicles at least once a
2491 week.

2492 18.12 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles.
2493 The log must always be accessible to City by physical inspection upon request of Agreement Administrator,
2494 and must show, at a minimum, each vehicle's Contractor-assigned identification number, date purchased or
2495 initially leased, dates of performance of routine maintenance, dates of performance of any additional
2496 maintenance, and description of additional maintenance performed.

2497 18.13 Equipment Inventory. On or before July 1, 2025, Contractor shall provide to City an
2498 inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation and
2499 performance of services under this Agreement. The inventory must indicate each Collection Vehicle by
2500 Contractor-assigned identification number, DMV license number, the age of the chassis and body, the type
2501 of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition,
2502 the decibel rating, and the maintenance and rebuild status. Contractor must submit an updated inventory,
2503 either via email or via electronic document sharing site (e.g., Dropbox), to the Agreement Administrator, either
2504 annually or more often, at the request of the Agreement Administrator. Each inventory must also include the
2505 tare weight of each vehicle as determined by weighing at a certified scale used by Contractor. Each vehicle
2506 inventory must be accompanied by a certification signed by Contractor that all Collection Vehicles meet the
2507 requirements of this Agreement.

2508 18.14 Reserve Equipment. Contractor shall have available to it, at all times, reserve Collection
2509 equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve
2510 equipment must correspond in size and capacity to the equipment used by the Contractor to perform the
2511 contractual duties.

2512 18.15 RNG Fuel Procurement Credits. Contractor agrees to coordinate and cooperate with the
2513 City to meet its Recovered Organic Waste Product procurement target, as defined in, and required by
2514 Applicable Law. In support of that objective, the City will receive any applicable SB 1383 Recovered Organic
2515 Waste Product procurement credits for all RNG used by the Contractor to power Contractor's Collection
2516 vehicles as allowed by the Applicable Law and within the time provided therein.

2517 **Article 19. Contractor's Office**

2518 19.01 Contractor's Office. Contractor shall maintain an office in the City of Richmond or closer,
2519 California, that is accessible to persons with disabilities as required by the Americans with Disabilities Act
2520 (ADA). Such office must be equipped with enough telephones so that all Collection Service-related calls

2521 received during normal business hours are answered by an employee within five (5) rings. The office must
2522 have responsible persons in charge during Collection hours and must be open during normal business hours
2523 (8:00 a.m. to 5:00 p.m. on Monday through Friday). Contractor must provide either a local or toll-free
2524 telephone number that connects to the call center described in Section 19.02, and a telephone answering
2525 service or mechanical device to receive Service Recipient inquiries during those times when the office is
2526 closed. Calls received after normal business hours must be addressed the next Workday morning.

2527 19.02 Customer Service Call Center. Contractor must maintain a Customer Service call center
2528 within the United States. Such office must be equipped with enough telephones so that all customer service-
2529 related calls are answered by an employee within five (5) rings if they are received during normal business
2530 hours (8:00 a.m. to 5:00 p.m. on Monday through Friday).

2531 19.03 Emergency Contact. Contractor must provide the Agreement Administrator with an
2532 emergency phone number where the Contractor can be reached outside of the required office hours.

2533 19.04 Multilingual/Telecommunications Device for the Deaf (TDD) Service. Contractor must
2534 always maintain the capability of responding to telephone calls in English, Spanish, and such other languages
2535 as City may direct. Contractor must always maintain the capability of responding to telephone calls through
2536 TDD Services.

2537 19.05 Service Recipient Calls. During office hours, Contractor must maintain a telephone
2538 answering system capable of accepting at least five (5) incoming calls at one time. Contractor must record all
2539 calls, including any inquiries, service requests, or complaints, into a customer service log.

2540 19.05.1 All incoming calls will be answered at the local office or call center within 5 rings.
2541 Any call "on-hold" more than 1.5 minutes must have the option to remain "on-hold" or request a "call-back"
2542 from a customer service representative. Contractor's customer service representatives must return Service
2543 Recipient calls. For all messages left before 3:00 p.m., all "call backs" must be attempted a minimum of one
2544 time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" must be
2545 attempted a minimum of one time prior to noon the next Workday. Contractor must make minimum of three
2546 (3) attempts within one (1) Workday of the receipt of the call. If Contractor is unable to reach the Service
2547 Recipient on the next Workday, Contractor must send a postcard, email, or text, as indicated by the Service
2548 Recipient, to the Service Recipient on the second Workday after the call was received, indicating that the
2549 Contractor has attempted to return the call.

2550 **Article 20. Contractor Support Services**

2551 20.01 Sustainability/Compliance Representative. In the event that such a service is no longer
2552 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
2553 conditions of Section 30.01, Contractor will hire staff, including at least one dedicated full-time
2554 Sustainability/Compliance Representatives to work exclusively within the Authority service area, as of the
2555 Commencement Date, to conduct site visits and provide outreach and education in support of meeting
2556 Franchise and CalRecycle Diversion requirements and to meet State mandates associated with Applicable
2557 Law and all amendments and related subsequent legislation. The Sustainability/Compliance Representatives

2558 shall be available as needed to meet with the City and conduct site visits to implement Recyclable Materials
2559 and Organic Waste programs in the Service Area at least four days a week throughout the year. City may
2560 request monthly meetings with Contractor to discuss problems or issues such as Collection or Recycling
2561 programs, Billing or Service Recipient service issues, and day-to-day operations. The services described in
2562 this section are not effective until such time as the City and Contractor agree to a City-Directed Change per
2563 Section 30.01.

2564 20.02 Sustainability and Compliance Plan. Contractor, at its own expense, must prepare, submit,
2565 and implement an annual (Calendar Year) Sustainability and Compliance Plan ("Plan"), which will guide
2566 Contractor's staff's work efforts. This Plan will include measures to meet Diversion targets, increase
2567 Diversion, and increase participation of Service Recipients in Recyclable Materials and Organic Waste
2568 Diversion programs, and should target certain Recyclable Materials or "problem" areas, including Recyclable
2569 Materials and Organic Waste sorting and contamination, within Contractor's Service Area where
2570 improvements can be maximized. Planned outreach and education services and outreach materials should
2571 be included as part of the Plan and updated annually, and new outreach materials shall not be circulated to
2572 the public without City review and approval. Targets of outreach shall be based on local trends and Recycling
2573 patterns from data obtained by both the City and Contractor. Contractor will maintain current and state-of-
2574 the-art public outreach and education services throughout the Term of this Agreement by providing outreach
2575 materials to Service Recipients electronically (via email and social media). Contractor must submit first year
2576 draft Plan to the City prior to the Commencement Date and by July 1st each year thereafter for the Term of
2577 the Agreement. City shall review and provide revisions to draft Plan within thirty (30) days of receipt. City shall
2578 review, provide comments, approve all education, and outreach materials. Contractor must revise and submit
2579 final Plan to City by December 1, 2025, for first year and then each year thereafter for the Term of the
2580 Agreement. Contractor's Plan is provided in Exhibit 8.

2581 20.02.1 Approach to Meeting City's Diversion Requirements. Contractor must document
2582 approach to meeting City's Diversion requirements by specific Diversion program type (SFD, MFD,
2583 Commercial, Recyclable Material, Organic Waste, Bulky Waste, etc.) and must be tied to both specific and
2584 public education programs. This must include an implementation schedule showing the specific programs
2585 and tasks, milestones, and timeframes for meeting the Diversion requirements.

2586 20.02.2 Environmental Stewardship. Contractor must describe all environmental
2587 management policies and activities related to the Solid Waste Collection service, including the use of
2588 Alternative Fuel Vehicles, reduction of air emissions and wear and tear on the City's streets, use of recycled
2589 products throughout operations, internal waste reduction and reuse protocol, water and resource
2590 conservation activities within facilities (design, construction and operation), compliance with laws governing
2591 E-Waste, HHW, and U-Waste, and use of non-toxic products when possible.

2592 20.02.3 Outreach Regarding Recyclability of Materials. Contractor shall create and maintain
2593 at minimum one (1) piece of educational material that addresses:

2594 (a) The foundational role that commodities markets and transportation costs play in current
2595 Recycling systems.

- 2596 (b) The importance of keeping recyclables empty, clean, and dry.
- 2597 (c) A list of materials that are likely to be recycled if placed in City Recyclable Materials
- 2598 Containers.

2599 Contractor shall also create and maintain at minimum one (1) piece of educational material that addresses:

2600 (a) The Organic Waste stream standards of the local transfer and processing facilities that

2601 receive City Organic Waste.

2602 (b) The related importance of keeping prohibited materials out of the City's Organic Waste

2603 stream.

2604 (c) The potential end uses of Compost depending on the material's quality and levels of

2605 contamination.

2606 20.03 School Education and Outreach. Contractor shall develop and utilize a program to educate

2607 on proper Recycling that offers tools to assist with proper Recycling for all ages. Educational information

2608 should include brochures, school resources such as Recycling curriculums, children's activity flyers, posters,

2609 myth busters, and Recycling art activities. Contractor shall develop and distribute educational material and

2610 conduct onsite outreach annually to all school campuses in the franchise area. Materials must be approved

2611 by City before distribution. Examples include Recyclable Materials list, Recycling tips, battery and bulb

2612 education, Food Waste Collection, and donation, and HHW education. Educational material shall be

2613 distributed to campuses by mail and/or in person on or before September 30th annually, and site visits must

2614 be completed by November 30th annually.

2615 20.04 Compliance Notices. Contractor shall send SB 1383, AB 341, and AB 1826 compliance

2616 notices quarterly to all eligible Commercial entities and MFDs that do not subscribe to Organic Waste and/or

2617 Recyclable Materials Collection Service with the Contractor and/or do not provide an alternate method for

2618 Diverting Organic Waste, in conformance with Applicable Law. These notices shall also notify businesses of

2619 requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the month

2620 following the end of the quarter.

2621 20.05 Technical Assistance.

2622 20.05.1 Site Visits. Contractor shall provide comprehensive Recycling technical assistance

2623 to MFD and Commercial Customers with the primary purpose of helping Customers increase Recyclable

2624 Materials and Organic Waste Collection services and reducing Solid Waste Collection service. The technical

2625 assistance services shall conform with the following performance expectations per month:

Task	Minimum Number of related actions taken
Phone Calls	20
In-Person Site Visits (i.e., Customer contact)	40

Site visits shall include on-site assessments of the MFD and Commercial Premises to improve Recyclable Materials and Organic Waste Collection program participation and provide recommendations to Customers on how to improve overall resource efficiency. During the site visits, Contractor will be required to provide and/or restock posters, "how to" guides, personal Recyclable Materials baskets/bags for MFD tenants, and any other appropriate materials, and to provide new signage for the Recyclable Materials and Organic Waste Containers if necessary. This program shall also involve preparation and presentation of reports to the City on the Contractor's efforts and results of the technical assistance efforts.

20.05.2 Compliance Reviews.

20.05.2.1 General Requirement. At least once annually, beginning in 2026, Contractor shall review the records of its Commercial and MFD Customers in City that are subscribed for at least two (2) cubic yards per week of combined Solid Waste, Organic Materials, and Recyclables service, to determine whether such Customers are subscribed for Organic Materials Collection service or have an applicable waiver. Contractor shall include the results of each Compliance Review in its next regularly scheduled report to City.

20.05.2.2 Site Visit Requirement for Non-Compliance. Contractor shall conduct a site visit to each Commercial and MFD Customer in City that is determined to (a) not be enrolled in 3-Container Collection service, and (b) not be eligible for a waiver based on the City determination. Contractor shall conduct in-person site visits (i.e., direct Customer contact) to provide educational material about the law's requirements to Commercial and MFD Customers at least once every 3 years.

20.05.2.3 Site Visit Requirement for All Customers. All Commercial and MFD Customers in the City shall receive a site visit from Contractor to affirm proper sorting procedures and sizing of Containers at least once every 5 years.

20.06 Education and Outreach Materials. Contractor must implement public education and outreach in conformance with Applicable Law and in coordination with City. Contractor shall attend public events and host booths to promote Recycling education and awareness. Contractor will work with City to identify which special events will be attended. Contractor, together with City, shall work with local media to ensure information on new programs, events, Recyclable Materials, Organic Waste, etc., is communicated to the community. Contractor shall use a variety of options, such as local paper, news, websites, and social media, as well as in-person visits to Homeowners Associations, schools, and civic groups to distribute information and education about City Solid Waste and Recyclable Materials programs and events. In terms of social media and websites, Contractor shall make their best effort to share information through platforms that are commonly used and culturally relevant, including platforms that are known to reach younger populations and Spanish-speaking populations. Examples may include Instagram, WhatsApp, NextDoor, and TikTok, though that list is expected to become outdated within a year or two. All educational and outreach materials shall be provided in English and Spanish, and City may direct some or all materials to also be produced in other languages to be determined.

20.06.1 Quarterly Newsletters. In the event that newsletters are no longer distributed to Service Recipients by West Contra Costa Integrated Waste Management Authority, Contractor shall

2664 distribute educational material to Service Recipients a minimum of once a Quarter by mail or electronically.
 2665 These materials should include tips on Recycling properly, use of Organic Waste Containers, Composting,
 2666 battery and electronics education, prevention of contamination issues, proper Collection Container
 2667 placement, resource information, and HHW education. Contractor shall also distribute these same
 2668 educational materials to all MFD residents, provided that City provides Contractor with a list of contact
 2669 information for these residents.

2670 20.06.2 Available Services Notice and Information. At least annually, Contractor must
 2671 publish and distribute (by mail or electronically) a notice to all Service Units regarding the full range of
 2672 services offered. The notice must be provided in English and Spanish and must be distributed by Contractor
 2673 no later than February 1st of each year. The notice must contain at a minimum (i) definitions of the materials
 2674 to be Collected; (ii) procedures for setting out materials; (iii) the days when Garbage, Recyclable Materials,
 2675 and Organic Waste Services will be provided; (iv) Contractor's local customer service phone number; (v)
 2676 instructions on the proper filling of Containers; (vi) instructions as to what materials may or may not be placed
 2677 in Recyclable Materials or Organic Waste Containers; (vii) how to select Container sizes to maximize
 2678 Diversion; (viii) information about participation in Recyclable Materials and Organic Waste programs; (ix) the
 2679 fees for Overage and Contamination in the event of non-compliance; (x) the availability of on-premises
 2680 Collection Services, including the availability of no-charge on-premises Solid Waste Collection for qualified
 2681 persons; (xi) the availability of Bulky Waste Services; (xii) the availability of the Golden Bear Transfer Station
 2682 drop-off voucher program; (xiii) information about Neighborhood Clean-Up days, including any specific
 2683 upcoming dates and locations; and (xiv) the information about Free Bulky Waste Drop-off days, including
 2684 any specific upcoming dates and locations.

2685 20.06.3 Contractor shall provide the following to all its Customers under the Agreement
 2686 annually. Contractor shall also provide the following to all MFD residents, provided that City provides
 2687 Contractor with a list of contact information for these residents.

2688 (i) Information on the Customer's requirements to properly separate materials in
 2689 appropriate Containers.

2690 (ii) Information on methods for: the prevention of Organic Materials generation, Recycling
 2691 Organic Materials on-site, sending Organic Materials to community Composting, and
 2692 any other local requirements regarding Organic Materials.

2693 (iii) Information regarding the methane reduction benefits of reducing the landfill Disposal
 2694 of Organic Materials, and the methods of Organic Materials recovery contemplated by
 2695 the Agreement.

2696 (iv) Information regarding how to recover Organic Materials.

2697 (v) Information related to the public health and safety and environmental impacts
 2698 associated with the landfill Disposal of Organic Materials.

2699 (vi) The above information will be provided, at a minimum, through print and/or electronic
2700 media, and may also be provided through workshops, meetings, and/or on-site visits.
2701 All information that SB 1383 requires the City to distribute shall be posted on
2702 Contractor's website.

2703 (vii) Contractor shall provide an educational webpage which includes downloadable copies
2704 of all the materials described in this Section.

2705 20.06.4 City-Specific Website. Contractor shall maintain a City-specific website or linked
2706 webpage that fully explains the Contractor's current services and rates and the Diversion options available,
2707 and that allows Service Recipients to submit service changes, inquiries, complaints, or queries. The website
2708 must describe and promote the use of the available Recyclable Materials and Organic Waste services.
2709 Contractor's local website must provide information specific to the City's programs. Contractor will ensure
2710 that information provided on the website is maintained and up to date. Content will include proper Container
2711 set out instructions, educational materials, newsletters, and program descriptions. Website content shall be
2712 in English with translations into Spanish, and/or other languages to be determined.

2713 20.06.5 Recycling Resources. Contractor shall maintain accurate list of Recyclable
2714 Materials on its website and promote proper Recycling to all Service Recipients. Contractor shall consult,
2715 collaborate, and coordinate its Recycling outreach and educational materials and activities with the City and
2716 incorporate the City's input on the Contractor's Recycling resources and programs.

2717 20.07 Waiver Outreach, Applications, and Evaluation.

2718 20.07.1 Waiver Outreach. Contractor shall notify all of its commercial accounts of the
2719 availability of waivers and how to obtain and file a waiver periodically, or at least every five (5) years.

2720 20.07.2 Waiver Applications and Evaluation. In the event that such a service is no longer
2721 provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and
2722 conditions of Section 30.01, Contractor shall be responsible for the distribution, collection, and evaluation of
2723 waiver applications as appropriate, and shall provide the City a recommendation to accept or deny waiver
2724 requests in accordance with SB 1383. Contractor shall develop waiver application forms and shall provide
2725 them to City for City approval prior to use. Contractor shall evaluate requests for exemption or waiver from
2726 the Act's requirements on the basis of physical space or de minimis generation and provide the City periodic
2727 recommendations and supporting documentation to deny or approve waivers, including a site visit and re-
2728 evaluation at least every five years as required by the SB 1383 Regulations.

2729 20.08 News Media Relations. Contractor will work with local media to ensure information is
2730 communicated to community (new programs, events, Recycling information, etc.). Contractor to use options
2731 such as local Newspaper, Radio/TV News outlets, Websites, and Social Media. Contractor will notify the
2732 Agreement Administrator by email or phone of all requests for news media interviews related to the services
2733 covered under this Franchise Agreement within one (1) Workday of Contractor's receipt of the request. When
2734 practicable, before responding to any inquiries involving controversial issues or any issues likely to affect

2735 participation or Customer's perception of services, Contractor will discuss Contractor's proposed response
2736 with the City Agreement Administrator.

2737 20.09 News Media Requests. Contractor will notify the Agreement Administrator by email or
2738 phone of all requests for news media interviews regarding the services provided under this Agreement within
2739 one (1) Workday of Contractor's receipt of the request. When practicable, before responding to any inquiries
2740 involving controversial issues or any issues likely to affect participation or Service Recipient's perception of
2741 services, Contractor will discuss Contractor's proposed response with the Agreement Administrator.

2742 20.09.1 Copies of draft news releases or proposed trade journal articles that use the name
2743 of City or specifically refer to the services provided hereunder must be submitted to the Agreement
2744 Administrator for prior review and approval at least five (5) working days in advance of release, except where
2745 Contractor is required by any Applicable Law to submit materials to any regulatory agency in a shorter period
2746 of time, in which case Contractor must submit such materials to City simultaneously with Contractor's
2747 submittal to such regulatory agency.

2748 20.09.2 Copies of articles resulting from media interviews or news releases that use the
2749 name of City or relate to the services provided hereunder must be provided to the City within five (5) days
2750 after publication.

2751 20.10 Acceptable Materials Labeling. Contractor must affix to each Recyclable Materials and
2752 Organic Waste Collection Container a sticker that is compliant with SB 1383 labeling requirements and
2753 approved by the City. Each sticker shall clearly list Acceptable materials to be placed in the corresponding
2754 Container, and each sticker shall also include a QR code that links to the Recycling education landing page
2755 within the Contractor's City-specific website for the City. Stickers must be replaced annually and include any
2756 updates in the list of Acceptable materials (Exhibit 10).

2757 20.11 Edible Food Recovery Support. In the event that such a service is no longer provided by
2758 the West Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of
2759 Section 30.01, Contractor shall annually provide City with a list of Tier One and Tier Two Commercial Edible
2760 Food Generators located in the City. Upon request from Contractor, City shall use reasonable efforts without
2761 incurring significant additional costs to cooperate and consider methods for collecting information from
2762 Customers and sharing such information with Contractor in an effort to assist Contractor with identifying the
2763 Tier One and Tier Two commercial Edible Food generators within the City. The services described in this
2764 section are not effective until such time as the City and Contractor agree to a City-Directed Change per
2765 Section 30.01.

2766 20.12 Programs and Services. Contractor must provide additional educational and outreach
2767 services and programs as requested by City at a price to be mutually agreed upon between the Contractor
2768 and the Agreement Administrator. In the event Contractor and the Agreement Administrator cannot reach a
2769 mutually agreed upon price for the requested service or program, City has the right to procure the service of
2770 other vendors or contractors to provide the requested service.

2771 20.13 Operations Plans. Contractor must adhere to the Customer Service Plan included as
 2772 Exhibit 5 and Collection Service Operations Plan included as Exhibit 6, the two of which present the specific
 2773 Collection programs that will be implemented in the City.

2774 20.14 Route Audits/Route Reviews.

2775 20.14.1 General Requirement. At least once annually, beginning in 2025, Contractor or its
 2776 approved designee shall conduct a Route Review for each Hauler Route. The number of Containers to
 2777 review per Hauler Route shall be calculated on the basis of the number of Garbage accounts provided
 2778 service by a specific Hauler Route for one week. For example, "Route A" collects Garbage from 250
 2779 accounts, 4 days per week, for a total of 1,000 accounts per week; include a minimum of 25 accounts for
 2780 Route Review of "Route A". For each Route Review of a Hauler Route, Contractor shall inspect at least the
 2781 following minimum number of Containers but may inspect more if Contractor deems necessary; and shall
 2782 inspect all Containers placed for Collection (including Recyclable Materials Containers, Organic Waste
 2783 Containers, and Garbage Containers). Each inspection shall involve lifting the Container lid and observing
 2784 the contents but shall not require Contractor to disturb the contents or open any bags. Contractor may select
 2785 the Containers to be inspected at random, or (if mutually agreed with City) by any other method not prohibited
 2786 under the SB 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually
 2787 inspect every Container on a Hauler Route. Contractor shall include the results of each Route Review in its
 2788 next regularly scheduled report to City.

2789

<u>Route Size (# garbage accounts / week)</u>	<u>Minimum Number of Accounts</u>
Fewer than 1,500	25
1,500-3,999	30
4,000-6,999	35
7,000 or more	40

2790 20.14.2 Notice of Contamination. Contamination noticing will follow the procedures
 2791 described in Section 5.07.

2792 **Article 21. Emergency Service**

2793 21.01 Revised Services During an Emergency. In the event of a major storm, earthquake, fire,
 2794 flood, tornado, other natural or man-made disaster, or other such emergency event (collectively "Emergency
 2795 Event), Contractor will continue to provide Solid Waste Collection to the maximum extent practicable, and in
 2796 accordance with FEMA's Public Assistance Debris Management Guide (FEMA-325). The Agreement
 2797 Administrator may grant the Contractor a variance from regular routes and schedules, which will not be
 2798 withheld unreasonably. As soon as practicable after such Emergency Event, Contractor must advise the
 2799 Agreement Administrator when it is anticipated that normal routes and schedules can be resumed. The
 2800 Agreement Administrator will try through the local news media to inform the public when regular services may
 2801 be resumed. The clean-up from some Emergency Events may require that Contractor hire additional
 2802 equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris

2803 resulting from the event. If Contractor secures written authorization and approval from City through the
2804 Agreement Administrator, Contractor will receive additional compensation above the normal compensation
2805 contained in this Agreement to cover the costs of rental equipment, additional personnel, overtime hours, and
2806 other documented expenses based on the rates set forth in Exhibit 1. City will be given equal priority and
2807 access to resources as with other franchise jurisdictions held by Contractor or its affiliates.

2808 21.02 Emergency Event Planning. Within sixty (60) days from a request by City, Contractor shall
2809 prepare a draft Emergency Event plan that sets forth procedures for maintaining regular Collection service
2810 and Collection of debris following an Emergency Event and provide a framework for how the City will respond,
2811 clear, remove, and dispose of debris generated during a disaster. The Emergency Event plan shall address
2812 arrangements to provide needed vehicles and personnel, priorities for clean-up at critical facilities, and
2813 procedures for reimbursement for costs; it shall also describe communication plans, list key contact persons,
2814 and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the
2815 landfill. Contractor shall coordinate the plan with City's Public Works Department. The draft plan shall be
2816 presented to the City Manager for consideration and approval. The final plan shall be distributed to those
2817 employees of Contractor and City who would have a role in implementing upon the occurrence of an
2818 Emergency Event.

2819 21.03 Emergency Event Recovery Support. In the event of an Emergency Event, Contractor
2820 agrees to provide recovery support upon request by Agreement Administrator. This may include additional
2821 hauling of debris, special handling such as wrapping waste in plastic (i.e., "burrito wrapping"), temporary
2822 storage of debris where feasible, additional disposal, use of different transfer and disposal facilities, and
2823 documentation of debris type, weight, and Diversion. Contractor should follow protocol laid out in the County's
2824 Operational Area Mass Debris Management Plan (Annex to the Operational Area Emergency Response Plan)
2825 and any subsequent County or City Disaster Debris Plans, as applied to Solid Waste hauling and handling.

2826 **Article 22. Record Keeping and Reporting Requirements**

2827 22.01 Record Keeping. Notwithstanding Article 47 herein:

2828 22.01.1 Accounting Records. Contractor must maintain full, complete, and separate
2829 financial, statistical, and accounting records pertaining to cash, billing, and provisions of all Collection
2830 Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such
2831 records will be subject to audit, copy, and inspection for the purposes set forth in Section 17.01. Gross
2832 Revenues derived from provision of the Collection Services, whether such services are performed by
2833 Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of
2834 Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for a period of
2835 not less than four (4) years following expiration or other termination hereof, full, complete, and accurate
2836 records, including all cash, billing, and disposal records, as indicated in the Agreement.

2837 22.01.1.1 City reserves the right to request audited, reviewed, or compiled
2838 financial statements prepared by an independent Certified Public Accountant, including any associated
2839 footnotes, or as may be provided by Contractor or its parent company. In the event that Contractor does
2840 not maintain separate financial, or accounting records prepared specifically for services provided under this

Agreement, Contractor may use industry standard allocation methods to provide financial information as applicable to the service provided under this Agreement. Failure of Contractor to provide requested financial statements to City within fifteen (15) Workdays of a request may result in assessment of Administrative Charges and Penalties as specified in Exhibit 4

22.01.2 Agreement Materials Records. Contractor must maintain records of the quantities of (i) Residential, MFD, and Commercial Solid Waste Collected and Disposed under the terms of this Agreement, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated, or given for no compensation under the terms of this Agreement, and (iii) Organic Waste by type, Collected, purchased, processed, sold, donated, or given for no compensation under the terms of this Agreement. Records must be provided to City as specified in Article 20, and upon additional request.

22.01.3 Other Records. Contractor must maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Agreement, and provide them upon City request. Failure of Contractor to submit requested records to City within fifteen (15) Workdays of a request may result in assessment of Administrative Charges and Penalties as specified in Exhibit 4.

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

22.01.5 Report Format. All reports to be submitted in a form and format approved by the City, including electronic data submission.

22.02 Online Waste Reporting System. Contractor shall, at no additional cost to the City, procure software to use as an Online Waste Reporting System, an online/digital data system that is specifically designed for recording and documenting activity and data related to Collection Services, including outreach, customer service, site visits, service levels, weights and volumes by waste stream, field issues for compliance, and reporting.

22.03 Vehicle GPS and Camera Data. Upon City's request, Contractor shall make available stored vehicle GPS and on-board camera data for City's review.

22.04 Quarterly Reporting.

22.04.1 General. Quarterly reports must be submitted no later than 5 p.m. Pacific Time (PT) on the last day of the month following the end of Quarter in which the receipts are Collected and must be provided electronically using software acceptable to the City. If the last day of the month falls on a day that City is closed or on a Holiday, then the report will be due on the next Business Day. Failure to submit complete quarterly reporting by the due date may result in assessment of Administrative Charges and Penalties as specified in Exhibit 4.

22.04.2 City Reports. Quarterly reports to City must include:

2877 22.04.2.1 Franchised Tonnage and Service Data. Contractor must provide
 2878 a full-service list, with the following indicated for each Customer: number of contracted Collections for that
 2879 Quarter (Collections that were scheduled to take place), and number of actual Collections completed during
 2880 that Quarter (Collections that took place, not including non-collections or missed Collections). Contractor
 2881 must also report the number of unique SFD and MFD accounts serviced; the number of unique Commercial
 2882 and City accounts serviced; tonnage of Garbage, Recyclable Materials, and Organic Waste Collected and
 2883 processed for Diversion, broken down by Container type. Quantities should be broken down by SFD, MFD,
 2884 Commercial, and City Services.

2885 22.04.2.2 Overweight Vehicle Reporting. The quarterly report must include
 2886 a summary total of all instances of overweight Collection Vehicles. This summary must include the number
 2887 of overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle loads
 2888 transported during the reported Quarter.

2889 22.04.2.3 Non-Collection. The quarterly report must include a list of all Non-
 2890 Collection occurrences that took place during that Quarter. It must include the full list of Service Units that
 2891 experienced Non-Collection, indicate the date of and reason for each Non-Collection incident, and indicate
 2892 whether a Non-Collection Notice was issued, and in what format it was issued.

2893 22.04.2.4 On-hold. The quarterly report must include each Service Unit that
 2894 was not billed in the previous Quarter.

2895 22.04.2.5 Collection Overage Charges. The quarterly report must include
 2896 each Service Unit incurring a charge for a Solid Waste Overage in the previous Quarter.

2897 22.04.2.6 Contamination Reporting. To the extent required by Applicable
 2898 Law, the quarterly report must include a summary of all instances of qualifying contamination under the
 2899 procedures in Section 5.08. This summary must include the total number of accounts where contamination
 2900 occurred, the total number of Contamination Violation Notices issued by Contractor to Service Recipients,
 2901 a list of accounts where such notices occurred, the total number of instances where Collection Container
 2902 size or Collection frequency was increased specifically due to contamination, a list of accounts that were
 2903 charged contamination fees, and a list of accounts for which the Collection Container size or Collection
 2904 frequency was increased specifically due to contamination. Within twenty (20) Workdays of request by City,
 2905 Contractor will provide copies of the Contamination Violation Notices and the digital documentation of
 2906 contamination.

2907 22.04.2.7 Service Recipient Complaint Log. The quarterly report must
 2908 include the Service Recipient complaint log Collected from the previous Quarter.

2909 22.04.2.8 Reports to City on Customers discovered to be out of compliance
 2910 with the SB 1383 Regulations, including a list of the Customers, the type of violation (including not donating
 2911 Edible Food, not providing Containers for Customer use, and other compliance violations), actions taken to
 2912 educate those Customers, and contact information for those Customers. Such reports shall be provided
 2913 quarterly or as required by City.

2914 22.04.2.9 List of Programs Utilized. The quarterly report must include a list
 2915 of all the waste Diversion and reduction programs, as well as other Solid Waste Collections programs,
 2916 utilized by City residents, with the number of residents per program indicated when known. This report
 2917 should also include the number of Kitchen Food Waste Pails distributed to residents within the Quarter.

2918 22.04.2.10 Abandoned Waste Reporting. The quarterly report must include a
 2919 list of the times Contractor provided Abandoned Waste Removal Service to the City, including the dates,
 2920 the locations of each service, and the amount of material Collected during each incident.

2921 22.05 Annual Reporting.

2922 22.05.1 General. An annual report must be submitted no later than 5 p.m. PT on January
 2923 31, 2026, and each January 31st thereafter for the previous Calendar Year. If January 31st falls on a day that
 2924 City is closed, then the report will be due on the next Business Day. Annual reports must be submitted
 2925 electronically in software acceptable to the City. Failure to submit complete annual reporting by the due date
 2926 may result in assessment of Administrative Charges and Penalties as specified in Exhibit 4. Annual reports
 2927 to City must include:

2928 22.05.1.1 Financial Statements. Contractor must submit annual financial
 2929 statements for the local operation. Statements need not be reviewed or audited statements.

2930 22.05.1.2 Annual Sustainability and Compliance Report. Contractor must
 2931 complete and submit data sections within their Sustainability and Compliance Plan to document education
 2932 and outreach conducted, public event participation, school visits, compliance notices mailed, site visits,
 2933 waste audits completed, information distributed, and media used, and community events hosted. This must
 2934 include public education activities undertaken during the year, including distribution of bill inserts, Collection
 2935 notification tags, community information and events, tours, and other activities related to the provision of
 2936 Collection Services, and must discuss the impact of these activities on Recycling program participation and
 2937 include amounts Collected from SFD, MFD, Commercial, and City Service Units. The report should include
 2938 a complete list of all non-exempt commercial accounts, which includes each non-exempt account's status
 2939 as a "covered generator" under AB 341, AB 1826, and SB 1383; the date and status of Contractor's
 2940 outreach efforts at each non-exempt account; and the current level of Recyclable Materials and Organic
 2941 Waste program participation at each non-exempt account.

2942 22.05.1.3 Solid Waste Data. The number of SFD, MFD, Commercial, and
 2943 City Service Units, and the number of Collection Containers distributed by size and Service Unit type.

2944 22.05.1.4 Waste Characterization Data. A breakdown of Solid Waste
 2945 (Garbage, Recyclable Materials, and Organic Waste) by material type as per CalRecycle material
 2946 classifications.

2947 22.05.1.5 Recyclable Materials Data. Gross tons Collected daily on average
 2948 by material type by route for SFD, MFD, Commercial, and City Recyclable Materials service, with map of
 2949 routes. The average participation rates by Quarter relative to the total number of Service Units by Service

2950 Unit type Indicate number of Recyclable Materials Collection Containers distributed by size and Service
2951 Unit type.

2952 22.05.1.6 Organic Waste Data. Include average daily gross tons Collected
2953 by route, separated by Green Waste and Food Waste, with map of routes. Include the total number of
2954 generators that receive each type of Organic Waste Collection Service provided by the Contractor. Indicate
2955 average daily number of setouts by route. Indicate average participation rates relative to the total number
2956 of Service Units in terms of weekly set-out counts. Indicate number of Organic Waste Collection Containers
2957 distributed by size and Service Unit type.

2958 22.05.1.7 Customer Service Log. A copy of the customer service log,
2959 including a summary of the type and number of complaints and their resolution. Include copies of a written
2960 record of all calls related to missed pickups and responses to such calls.

2961 22.05.1.8 Customer Service Information Sheet. A copy of Contractor's most
2962 recent Customer Service Information Sheet (i.e., customer call center "cheat sheet") for the City or the
2963 equivalent information used by customer service representatives.

2964 22.05.1.9 Overweight Vehicle Data. A summary of all instances of
2965 overweight Collection Vehicles. This summary must also include the number of overweight vehicle
2966 instances as a percentage of the total number of Collection Vehicle loads transported during the Calendar
2967 Year.

2968 22.05.1.10 Summary Narrative. A summary narrative of problems
2969 encountered with Collection activities and actions taken. Indicate type and number of Non-Collection
2970 Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant
2971 changes in operation, market factors, publicity conducted, and needs for publicity. Include description of
2972 processed material loads rejected for sale, reason for rejection, and Disposition of load after rejection.

2973 22.05.1.11 Collection Container and Vehicle Inventory. An updated complete
2974 inventory of Collection Containers by type and size, and an updated complete inventory of Collection
2975 Vehicles, including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,
2976 license plate number, fuel type, vehicle make and model, and vehicle safety records.

2977 22.05.1.12 Diversion Rate. Contractor must provide documentation
2978 acceptable to City stating and supporting the Calendar Year's Franchise Diversion Rate, as calculated in
2979 accordance with the provisions of Article 8. Any tonnages Diverted and Disposed from large venues and
2980 events during the reporting period will be counted towards the calculated Diversion rate.

2981 22.05.1.13 AB 341, AB 1826, and SB 1383 Compliance Data. Contractor
2982 must report the total number of Commercial and MFD Service Units serviced, as well as the number of
2983 Containers, Container sizes, and frequency of Collection for Garbage, Recyclable Materials, and Organic
2984 Waste for each non-exempt Commercial and MFD Service Unit. Contractor must also provide the following
2985 information separately for both AB 341 and AB 1826:

2986 22.05.1.14 The total number of non-exempt Commercial and MFD Service
 2987 Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt
 2988 Commercial and MFD Service Units that are not subscribed to Commercial or MFD Recyclable Materials
 2989 Collection Service or Commercial or MFD Organic Waste Collection Service.

2990 22.05.1.15 A summary of the type of follow-up outreach that was provided to
 2991 those non-exempt Commercial and MFD Service Units that are not subscribed to Commercial or MFD
 2992 Recyclable Materials Collection Service or Commercial or MFD Organic Waste Collection Service.

2993 22.05.1.16 Contractor shall provide proof of training records for Service
 2994 Recipient personnel, emergency procedures, Customer Service Courtesy, and how to recognize Illicit
 2995 Discharges and stormwater pollution sources.

2996 22.05.1.17 A list of all recommended waivers for that calendar year, including
 2997 copies of the waiver request form and other supporting documentation (may be provided electronically or
 2998 over a web page), in accordance with Section 20.07.

2999 22.05.1.18 A list of the Tier One and Tier Two generators, in accordance with
 3000 Section 20.11. (List may be secured from West Contra Costa Integrated Waste Management Authority if
 3001 Contractor is not responsible for regularly maintaining the list.) The services described in this section are
 3002 not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

3003 22.05.1.19 For Route Reviews and Compliance Reviews:

3004 (i) The date the review was conducted.

3005 (ii) The name and title of each person conducting the review.

3006 (iii) A list of the account names and addresses covered by the review.

3007 (iv) For Route Reviews, a description of each Hauler Route reviewed, and a
 3008 general description of the Hauler Route area.

3009 (v) For Route Reviews, the results of such review (i.e., the addresses where any
 3010 Prohibited Container Contaminants were found) and any photographs taken.

3011 (vi) For Compliance Reviews, the results of such review (i.e., Contractor's findings
 3012 as to whether the Customers reviewed are subscribed for Organic Waste
 3013 Collection service, have an applicable waiver, or neither) and any relevant
 3014 evidence supporting such findings (e.g., account records).

3015 (vii) Copies of any educational materials issued pursuant to such reviews.

3016 22.05.1.20 Documentation relating to observed Prohibited Container
 3017 Contaminants:

3018 (i) Copies of the form of each notice issued to Customers for Prohibited Container
 3019 Contaminants, as well as, for each such form, a list of the Customers to which
 3020 such notice was issued, the date of issuance, the Customer's name and
 3021 service address, and the reason for issuance (if the form is used for multiple
 3022 reasons).

3023 (ii) The number of times notices were issued to Customers for Prohibited
 3024 Container Contaminants.

3025 (iii) The number of Containers where the contents were Disposed due to
 3026 observation of Prohibited Container Contaminants.

3027 22.06 Diversion Calculation and Data. By 5:00 p.m. PT on February 14 and annually thereafter
 3028 during the Term of this Agreement, Contractor must deliver to City, in the format specified by City, the
 3029 Calendar Year's Franchised Diversion Rate, as calculated in accordance with the provisions of Article 8. Any
 3030 tonnages Diverted and Disposed from large venues and events during the reporting period will be counted
 3031 towards the calculated Diversion rate.

3032 22.07 CalRecycle Reports. Contractor will provide reasonable assistance to City in preparing
 3033 annual reports to CalRecycle (the "Electronic Annual Report" or EAR), including but not limited to supplying
 3034 required data for preparation of the reports, and completing all required data input.

3035 22.07.1 Contractor shall maintain, in form and format satisfactory to the City, the Online
 3036 Waste Reporting System, an Implementation Record meeting the requirements of the SB 1383 Regulations
 3037 and CalRecycle. Contractor shall be responsible for requesting information from the City for City-related
 3038 activities, such as procurement and outreach and education, for maintenance of the Implementation Record

3039 22.07.2 In the event that CalRecycle requires City to report an Implementation Schedule
 3040 and/or Corrective Action Plan to comply with AB 341, AB 1826, SB 1383, SB 1594, and/or other Applicable
 3041 Laws, Contractor will provide assistance to City in preparing a report, including Contractor's policies and
 3042 procedures related to compliance with AB 341, AB 1826, SB 1383, and/or other Applicable Laws and how
 3043 Recyclable Materials or Organic Waste are Collected; a description of the geographic area, routes, list of
 3044 addresses served, and a method for tracking contamination; copies of route audits, copies of notice of
 3045 contamination; copies of notices, violations, education, and enforcement actions issued; and copies of
 3046 educational materials, flyers, brochures, newsletters, website, and social media.

3047 22.08 Additional Reporting. Contractor must furnish City with any additional reports as may
 3048 reasonably be required, and such reports are to be prepared within a reasonable time following the reporting
 3049 period.

3050 **Article 23. Nondiscrimination**

3051 23.01 Nondiscrimination. In the performance of all work and services under this Agreement,
 3052 Contractor may not discriminate against any person based on such person's race, sex, gender, gender

identity, color, national origin, religion, marital status, or sexual orientation. Contractor must comply with all applicable local, State, and Federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

Article 24. Service Inquiries and Complaints

24.01 Contractor's Customer Service. All service inquiries and complaints will be directed to Contractor. A representative of Contractor must be available to receive the complaints during normal business hours. Customer Service training shall include Service Recipient courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. All service complaints will be handled by Contractor in a prompt and efficient manner. All cases must be addressed and resolved within three (3) Workdays. In the case of a dispute between Contractor and a Service Recipient, the matter will be reviewed, and a decision made, by the Agreement Administrator.

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

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

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

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

24.02 Contractor shall record and catalog all Customer email addresses alongside Customer names and mailing addresses, such that Contractor can more easily and quickly send out updates and announcements as needed. Contractor shall cooperate with City to send out via email any service-related updates and announcements City may deem necessary.

3090 **Article 25. Quality of Performance of Contractor**

3091 25.01 Intent. Contractor acknowledges and agrees that one of City's primary goals in entering
3092 into this Agreement is to ensure that the Solid Waste Collection is of the highest caliber, that Service Recipient
3093 satisfaction remains at the highest level, that maximum Diversion levels are achieved, and that materials
3094 Collected are put to the highest and best use to the maximum extent possible.

3095 25.02 Administrative Charges and Penalties. Quality of performance by the Contractor is of
3096 primary importance. In acknowledgement of this, and subject to the provision of Section 25.02 and Exhibit 4,
3097 Contractor agrees to pay City Administrative Charges and Penalties as detailed in Exhibit 4 should Contractor
3098 fail to meet its responsibilities under this Agreement. Should Contractor be in breach of the requirements set
3099 forth in this Agreement, it is mutually understood and agreed that the public will necessarily suffer damages
3100 and that such damages, from the nature of the default in performance, will be extremely difficult and
3101 impractical to fix. City finds, and the Contractor agrees, that as of the time of the execution of this Agreement,
3102 it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by
3103 City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the
3104 impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage
3105 results to members of the public who are denied services or denied quality or reliable service; (ii) such
3106 breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to
3107 individual members of the general public for whose benefit this Agreement exists, in subjective ways and in
3108 varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) services
3109 might be available at substantially lower costs than alternative services, and the monetary loss resulting from
3110 denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms;
3111 and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of
3112 future correction and not remedies which make the public whole for past breaches.

3113 25.03 Contractor's Right to Cure. Administrative Charges and Penalties will only be assessed
3114 after Contractor has been given the opportunity but failed to rectify, in a timely manner, the breach or
3115 deficiency in performance as described in this Agreement. Furthermore, prior to assessing Administrative
3116 Charges and Penalties, City shall give Contractor notice of its intention to do so in accordance with Section
3117 25.04 below. The notice shall include a brief description of the incident(s)/non-performance. Contractor may
3118 review (and make copies at its own expense) all information in the possession of the City relating to the
3119 incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a
3120 meeting with City. Contractor may present evidence in writing and through testimony of its employees and
3121 others relevant to the incident(s)/non-performance. City shall provide Contractor with a written explanation of
3122 the City's determination on each incident(s)/non-performance prior to authorizing the assessment of
3123 Administrative Charges and Penalties.

3124 25.04 Procedure for Review of Administrative Charges. The Agreement Administrator may
3125 assess Administrative Charges and Penalties as specified in Exhibit 4 pursuant to this Agreement quarterly.
3126 At the end of each Quarter during the Term of this Agreement, the Agreement Administrator will issue a
3127 written notice to Contractor ("Notice of Assessment") of the Administrative Charges and Penalties assessed
3128 and the basis for each assessment.

3129 25.04.1 The assessment will become final unless, within ten (10) calendar days of the date
3130 of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to
3131 present evidence that the assessment should not be made.

3132 25.04.2 The Agreement Administrator will schedule a meeting between Contractor and the
3133 City Manager as soon as reasonably possible after timely receipt of Contractor's request.

3134 25.04.3 The City Manager will review Contractor's evidence and render a decision
3135 sustaining or reversing the Administrative Charges and Penalties as soon as reasonably possible after the
3136 meeting. Written notice of the decision will be provided to Contractor.

3137 25.04.4 In the event Contractor does not submit a written request for a meeting within ten
3138 (10) calendar days of the date of the Notice of Assessment, the Agreement Administrator's determination
3139 will be final.

3140 25.04.5 City's assessment or collection of Administrative Charges and Penalties will not
3141 prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for
3142 Contractor's failure to perform the work and services in the manner set forth in this Agreement.

3143 25.05 Uncontrollable Circumstances.

3144 25.05.1 If either party is prevented from or delayed in performing its duties under this
3145 Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation,
3146 acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes,
3147 other natural or man-made disasters, the threat of such natural or man-made disasters, pandemics (or threat
3148 of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes
3149 (except strikes by Contractor's employees), lockouts or other labor disturbances, acts of government or
3150 governmental restraint, or other causes, whether of the kind enumerated or otherwise, that are not
3151 reasonably within the control of the affected party, then the affected party will be excused from performance
3152 hereunder during the period of such disability.

3153 25.05.2 The party claiming excuse from performance must promptly notify the other party
3154 when it learns of the existence of such cause, including the facts constituting such cause, and when such
3155 cause has terminated.

3156 25.05.3 The interruption or discontinuance of services by a party caused by circumstances
3157 outside of its control will not constitute a default under this Agreement.

3158 **Article 26. Performance Bond**

3159 26.01 Performance Bond. Within ten (10) Business Days from the date the City Council approves
3160 this Agreement, Contractor must furnish to City, and keep current, a performance bond, or irrevocable letter
3161 of credit (hereinafter collectively "Performance Bond"), issued or drawn upon a surety, bank, or financial
3162 institution reasonably acceptable to City and in a form acceptable to the City Attorney, for the faithful
3163 performance of this Agreement and all obligations arising hereunder in an amount as follows:

3164 26.01.1 From July 1, 2025, and so long as this Agreement or any extension thereof remains
3165 in force, Contractor must maintain a performance bond in the amount of one million dollars (\$1,000,000).

3166 26.01.1.1 The performance bond must be executed by a surety company
3167 licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard
3168 and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.

3169 26.01.1.2 In the event City draws on the bond, all of City's costs of collection
3170 and enforcement of the Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

3171 26.01.1.3 The Performance Bond must be renewed annually for the entire
3172 Term of the Agreement, and evidence must be provided to City annually, up to the penal sum of the bond.

3173 26.01.1.4 In the event Contractor shall for any reason (except as otherwise
3174 provided in this Agreement) become unable, or fail in any way, to perform as required by this Agreement,
3175 City may declare a portion or all of the Performance Bond, as may be necessary to recompense and make
3176 whole the City, forfeited to the City, up to the penal sum of the bond.

3177 **Article 27. Insurance**

3178 27.01 Before beginning any services under this Agreement, Contractor, at its own cost and
3179 expense, shall procure the types and amounts of insurance specified herein and maintain that insurance
3180 throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid
3181 or proposal. Contractor shall be fully responsible for the acts and omissions of its subcontractors or other
3182 agents.

3183 27.01.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain
3184 Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons
3185 employed directly or indirectly by Contractor in the amount required by applicable law. The requirement to
3186 maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City
3187 upon written verification that Contractor is a sole proprietor and does not have any employees and will not
3188 have any employees during the term of this Agreement.

3189 27.01.2 Commercial General Liability and Automobile Liability Insurance.

3190 27.01.2.1 General requirements. Contractor, at its own cost and expense,
3191 shall maintain commercial general liability and automobile liability insurance for the term of this Agreement
3192 in an amount not less than \$5,000,000 per occurrence and \$10,000,000 aggregate, combined single limit
3193 coverage for risks associated with the work contemplated by this Agreement.

3194 27.01.2.2 Minimum scope of coverage. Commercial general liability
3195 coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence
3196 form CG 0001 0413 covering comprehensive General Liability on an "occurrence" basis. Automobile
3197 coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 1120
3198 covering any auto (Symbol 1). No endorsement shall be attached limiting the coverage.

3199 27.01.2.3 Additional requirements. Each of the following shall be included in
3200 the insurance coverage or added as a blanket-form endorsement to the policy, if applicable:

3201 27.01.2.4 The Commercial General Liability and Automobile Liability
3202 Insurance shall cover on an occurrence basis.

3203 27.01.2.5 City, its officers, officials, employees, agents, and volunteers shall
3204 be included as additional insureds for commercial general liability and automobile liability arising out of work
3205 or operations on behalf of the Contractor, via blanket-form endorsement. Additional Insured Coverage can
3206 be provided in the form of an endorsement to the Contractor's Commercial General Liability Insurance at
3207 least as broad as Blanket-Form Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13.

3208 27.01.2.6 For any claims related to this Agreement or the work hereunder,
3209 the Contractor's insurance covered shall be primary insurance, via blanket-form endorsement as respects
3210 the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance
3211 maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the
3212 Contractor's insurance and non-contributing.

3213 27.01.2.7 The policy shall include a "separation of Insureds" or "severability"
3214 clause which treats each insured separately.

3215 27.01.2.8 Contractor agrees to give at least 30 days prior written notice to
3216 City before coverage is canceled or materially modified.

3217 27.01.3 All Policies Requirements.

3218 27.01.3.1 Submittal Requirements. Contractor shall submit the following to
3219 City prior to beginning services:

3220 27.01.3.2 An ACORD 25 Certificate of Liability Insurance in the amounts
3221 specified in this Agreement, supplemented with the Blanket-Form Additional Insured Endorsements for the
3222 Commercial General Liability and Automobile Liability policies.

3223 27.01.3.3 Acceptability of Insurers. All insurance required by this Agreement
3224 is to be placed with insurers with a Bests' rating of no less than A:VII.

3225 27.01.3.4 Waiver of Subrogation. Contractor hereby agrees to waive
3226 subrogation which any insurer or contractor may require from Contractor by virtue of the payment of any
3227 loss. The ACCORD 25 Certificate of Insurance will be supplemented with the blanket-form waiver of
3228 subrogation endorsements that may be necessary to effect this waiver of subrogation, but this provision
3229 applies regardless of whether or not the City has received a Certificate of Insurance supplemented with the
3230 waiver of subrogation blanket-form endorsements from the insurer(s)' authorized representative.

3231 The Workers' Compensation policy shall be endorsed with a waiver of subrogation, via blanket-form
3232 endorsement, in favor of the City for all work performed by the Contractor, its employees, agents, and
3233 subcontractors

3234 27.01.3.5 Subcontractors. Contractor shall include all subcontractors as
3235 additional insureds under its policies or shall furnish separate certificates and applicable endorsements for
3236 each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated
3237 herein, and Contractor shall ensure that City, its officers, officials, employees, agents, and volunteers are
3238 covered as additional insured on all coverages, except Workers' Compensation/Employer's Liability.

3239 27.01.3.6 Excess Insurance. If Contractor maintains higher insurance limits
3240 than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by
3241 the Contractor.

3242 27.01.3.7 Primary Coverage. For any claims related to this contract, the
3243 Vendor's insurance coverage shall be primary and non-contributory, via blanket-form endorsement.

3244 27.01.4 Remedies. In addition to any other remedies City may have if Contractor fails to
3245 provide evidence of the required insurance policies via an ACCORD 25 Certificate of Insurance
3246 supplemented with the applicable blanket-form endorsements to the extent and within the time herein
3247 required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the
3248 premiums for such insurance from any sums due under the Agreement; 2) order Contractor to stop work
3249 under this Agreement and withhold any payment that becomes due to Contractor hereunder until Contractor
3250 demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

3251 **Article 28. Hold Harmless and Indemnification**

3252 28.01 General Indemnification. To the fullest extent permitted by law, Contractor shall defend
3253 (with counsel approved by the City), indemnify and hold City, its officials, officers, employees, volunteers and
3254 agents (collectively, "City Indemnitees") free and harmless from any and all claims, demands, causes of
3255 action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including
3256 wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful
3257 misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising
3258 out of or in connection with the performance of the Services, the Project or this Agreement, including without
3259 limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses.
3260 Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions
3261 or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials,
3262 officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree
3263 that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any
3264 such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers,
3265 employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable
3266 attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein
3267 provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received
3268 by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to

the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section will survive the expiration or termination of this Agreement for claims arising prior to the expiration or termination of this Agreement.

28.02 Defense and Indemnity for Contractor's Liabilities and Damages. Contractor shall indemnify, defend with counsel approved by the City, and hold City Indemnitees harmless from and against any and all of Contractor's liabilities, including but not limited to all claims, demands, lawsuits, judgments, damages, losses, injuries, expenses, and/or costs (including without limitation reasonable legal counsel fees, expert fees, and all other costs and fees of litigation) of every nature arising out of, brought, or claimed against Contractor by, or otherwise owed by Contractor to, Contractor's employees, Contractor's contractors or subcontractors, or the owners of Contractor's firm.

28.03 Defense and Indemnity of Third-Party Claims/Liability. Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City Indemnitees from and against any and all liabilities, including but not limited to all claims, demands, lawsuits, judgments, damages, losses, injuries, expenses, and/or costs (including without limitation reasonable legal counsel fees, expert fees, and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligent performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage is caused by the active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall, after the exhaustion of all appeals and entry of a final judgment, promptly pay City any final judgment rendered against City (and its officers, officials, employees, and volunteers) with respect to any liabilities or claims covered by this Section. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

28.03.1 Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence or willful misconduct of City, provided such active negligence or willful misconduct is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City based on principles of comparative fault.

28.04 Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this Section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Article 27.

28.05 Diversion Indemnification. Subject to the requirements of Public Resources Code Section 40059.1, which will control in the event of any conflict with the provisions of this Section, Contractor agrees to protect and defend City Indemnitees with counsel selected by Contractor and approved by City, to pay all

attorneys' fees, and to indemnify, defend, and hold City Indemnitees harmless from and against all fines or penalties imposed by CalRecycle if the Diversion goals specified in California Public Resources Code Section 41780, as it may be amended, are not met by City with respect to the Materials Collected by Contractor and if the lack in meeting such goals is attributable to the failure of Contractor to implement and operate the Recycling or Diversion programs or undertake the related activities required by this Agreement as determined by CalRecycle. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor and City will each be responsible for engaging any consultants or attorneys necessary to represent City in any challenge or administrative hearing process. Contractor will be responsible for the retention of and payment to any consultants engaged to perform waste generation studies (Diversion and Disposal). All consultants and attorneys engaged hereunder are subject to the agreement of City and Contractor. This Section will survive the expiration or termination of this Agreement for claims arising prior to the expiration or termination of this Agreement.

28.06 Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with counsel reasonably approved by City), protect, and hold harmless the City Indemnitees from and against any and all claims of any kind whatsoever paid, suffered, or incurred by or against the City Indemnitees resulting from any repair, clean-up, removal action, or response action undertaken pursuant to CERCLA, the Health & Safety Code, or other similar Federal, State, or local law or regulation, with respect to Solid Waste or Household Hazardous Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 10(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect, hold harmless, and indemnify the City Indemnitees from all forms of liability under CERCLA, the Health & Safety Code, or other similar Federal, State, or local law or regulation. This Section will survive the expiration or termination of this Agreement for claims arising prior to the expiration or termination of this Agreement.

28.07 Proposition 218 Release. City intends to comply with all Applicable Law concerning the Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made a good faith determination that the Maximum Service Rates for the Solid Waste Collection provided under this Agreement are not subject to California Constitution Articles XIIC and XIID because, among other reasons, such services are provided by a private corporation and not by City, Contractor independently establishes the rates for services within the limits established in this Agreement, the receipt of services is voluntary and not required of any property within City, and any owner or Service Recipient of property within City has the opportunity to avoid the services available under this Agreement either through Self-Hauling or use of property in such a manner that Solid Waste is not generated. Accordingly, in the event that a third party challenges the Maximum Service Rates as being in violation of Article XIIC or XIID of the California Constitution, or otherwise asserts that the Maximum Service Rates are an invalid tax, assessment, or fee, then Contractor agrees, agrees, subject to the provisions of the Public Resources Code section 40059.2 and if allowed by law, to waive, release, and hold harmless the City Indemnitees from and against any and all claims Contractor may have against the City Indemnitees resulting therefrom, and to indemnify and defend City indemnitees, with legal counsel reasonably acceptable to City, from any third-party claim, suit, or other action, whether administrative, legal, or equitable, challenging the Maximum Service Rates authorized under this Agreement or as being in violation of Article XIIC or XIID of the California Constitution, or otherwise asserting that the Maximum Service Rate are an invalid tax, assessment, or fee. The foregoing notwithstanding, Contractor

3349 shall have no obligation to pay or refund monies paid to the City as and for franchise fees or other
3350 administrative fees established by this Agreement if such franchise fees or other administrative fees are
3351 determined by a Court to be invalid, in violation of State or Federal law, or an unauthorized tax or government
3352 fee. This Section will survive the expiration or termination of this Agreement for claims arising prior to the
3353 expiration or termination of this Agreement.

3354 28.08 Employment & Labor Practices. Contractor shall indemnify, defend, and hold harmless City
3355 Indemnitees, from any and all liability, damages, claims, costs, and expenses of any nature to the extent
3356 arising from Contractor's personnel and labor practices, including failure to pay and comply with State or
3357 Federal prevailing wage laws should such be applicable to Contractor's personnel or labor practices or to one
3358 or more of the services it provides pursuant to the Agreement. All duties of Contractor under this paragraph
3359 shall survive termination of this Agreement.

3360 28.09 Consideration. It is specifically understood and agreed that the consideration inuring to
3361 Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights, and
3362 responsibilities contained in this Agreement.

3363 28.10 Obligation. This Agreement obligates Contractor to comply with the foregoing
3364 indemnification and release provisions; however, the collateral obligation of providing insurance must also be
3365 complied with as set forth in this Agreement. The provision of insurance and the coverage limits therein shall
3366 not in any way be a limitation on Contractor's indemnification and defense obligations.

3367 28.11 Subcontractors. Contractor must require all subcontractors performing work in the City to
3368 enter into a contract containing the provisions set forth in Article 28, in which contract the subcontractor fully
3369 indemnifies City in accordance with this Agreement.

3370 28.12 Exception. Notwithstanding other provisions of this Agreement, Contractor's obligation to
3371 indemnify, hold harmless, and defend City, its officers, and its employees will not extend to any loss, liability,
3372 penalty, damage, action, or suit arising or resulting solely from acts constituting active negligence, willful
3373 misconduct, or violation of law on the part of City, its officers, or its employees.

3374 28.13 Damage by Contractor. If Contractor's employees or subcontractors cause any injury,
3375 damage, or loss to City property, including but not limited to City streets or curbs, excluding normal wear and
3376 tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage, or loss.
3377 Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such
3378 injury, damage, or loss. With the prior written approval of City, Contractor may repair the damage at
3379 Contractor's sole cost and expense. Any injury, damage, or loss to private property caused by the negligent
3380 or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at
3381 Contractor's sole expense. Disputes between Contractor and its Service Recipients or private property
3382 owners as to damage to private property are civil matters, and complaints of damage will be referred to
3383 Contractor as a matter within its sole responsibility and as a matter within the scope of this Article.

Article 29. Default of Agreement

3384

3385 29.01 Termination. City may cancel this Agreement, except as otherwise provided below in this
3386 Section, by giving Contractor thirty (30) calendar days advance written notice, to be served as provided in
3387 this Agreement, upon the happening of any one of the following events:

3388 29.01.1 Contractor takes the benefit of any present or future insolvency statute; makes a
3389 general assignment for the benefit of creditors; files a voluntary petition in bankruptcy (court); files a petition
3390 or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the
3391 Federal bankruptcy laws or under any other law or statute of the United States or any State thereof; or
3392 consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

3393 29.01.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made
3394 approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its
3395 reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law
3396 or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed
3397 or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become
3398 null, void, and of no effect, unless such stayed judgment or order is reinstated, in which case such default
3399 will be deemed immediate; or

3400 29.01.3 By, pursuant to, or under the authority of any legislative act, resolution, or rule or
3401 any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver,
3402 trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and
3403 such possession or control continues in effect for a period of sixty (60) calendar days; or

3404 29.01.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the
3405 Administrative Charges and Penalties or other monies due City under this Agreement, and such default is
3406 not cured within thirty (30) calendar days of receipt of written notice by City to do so, unless Contractor has
3407 filed for judicial or administrative relief from such Administrative Charges or Penalties; or

3408 29.01.5 Contractor has defaulted by allowing any final judgment in an action to which
3409 Contractor is a party for the payment of money owed to City to stand against it unsatisfied and such default
3410 is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

3411 29.01.6 In the event that the monies due City is the subject of a judicial proceeding,
3412 Contractor will not be in default if the sum of money is bonded. All bonds must be in the form acceptable to
3413 the City Attorney; or

3414 29.01.7 Contractor has defaulted, by failing or refusing to perform or observe any of the
3415 terms, conditions, or covenants in this Agreement, including, but not limited to, the maintenance of a
3416 performance bond in accordance with Article 26, or any of the rules and regulations promulgated by City
3417 pursuant thereto, or has wrongfully failed or refused to comply with the instructions of the Agreement
3418 Administrator relative thereto, and such default is not cured within thirty (30) calendar days of receipt of
3419 written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied

3420 within thirty (30) calendar days following receipt by Contractor of written demand from City to do so,
3421 Contractor fails to commence the remedy of such default within such thirty (30) calendar days following such
3422 written notice or having so commenced fails thereafter to continue with diligence the curing thereof (with
3423 Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30)
3424 calendar days, and (b) that it is proceeding with diligence to cure such default, and such default will be cured
3425 within a reasonable period of time).

3426 29.02 Effective Date. In the event of any of the events specified above, and except as otherwise
3427 provided in such subsections, or as provided in the event of any judicial order binding upon City, termination
3428 will be effective upon the date specified in City's written notice to Contractor, and upon such date this
3429 Agreement will be deemed immediately terminated and upon such termination, except for payment of services
3430 rendered up to and including the date of termination, all liability of City under this Agreement to Contractor
3431 will cease, and City will have the right to call the performance bond and will be free to negotiate with other
3432 contractors for the operation of interim and long-term Collection Services. Contractor must reimburse City for
3433 all direct and indirect costs of providing any interim Solid Waste Collection as a result of Contractor's default
3434 in this Agreement.

3435 29.03 Termination Cumulative. City's right to terminate this Agreement is cumulative to any other
3436 rights and remedies provided by law or by this Agreement.

3437 29.04 Alternative Service. Should Contractor, for any reason, except the occurrence or existence
3438 of any of the events or conditions set forth in Section 25.05 (Uncontrollable Circumstances), refuse or be
3439 unable for a period of more than forty-eight (48) hours to Collect a material portion or all of the Solid Waste
3440 which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City
3441 to such an extent, in such a manner, or for such a time that the City Manager, in the reasonable exercise of
3442 the City Manager's discretion, should find that such accumulation endangers or menaces the public health,
3443 safety, or welfare, then City will have the right to Agreement with another Solid Waste enterprise to Collect
3444 any or all Solid Waste which Contractor is obligated to Collect pursuant to this Contract. City must provide
3445 twenty-four (24) hours prior written notice to Contractor during the period of such event, before contracting
3446 with another Solid Waste enterprise to Collect any or all Solid Waste that Contractor would otherwise Collect
3447 pursuant to this Agreement for the duration of period during which Contractor is unable to provide such
3448 services. In such event, Contractor must undertake commercially reasonable efforts to identify sources from
3449 which such substitute Solid Waste services are immediately available and must reimburse City for all of its
3450 expenses for such substitute services during period in which Contractor is unable to provide Solid Waste
3451 Collection required by this Agreement.

3452 29.05 Survival of Certain Contractor Obligations. Notwithstanding the termination of this
3453 Agreement by Contractor or City, Contractor's obligation to indemnify, defend, and hold City and City
3454 Indemnitees harmless as provided in this Agreement shall survive any termination of this Agreement.
3455 Notwithstanding the termination of this Agreement by Contractor or City, such act shall not automatically
3456 invalidate or cancel any insurance policy, letter of credit, performance bond, or similar instruments provided
3457 by Contractor under this Agreement, and such policies, letters of credit, performance bonds, and other
3458 instruments shall remain in full force and effect for one (1) full year after termination.

3459

Article 30. Modifications to the Agreement

3460 30.01 City-Directed Change. City has the power to make changes in this Agreement to impose
 3461 new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing
 3462 Collection Services, as may from time-to-time be necessary and desirable for the public welfare. The size of
 3463 Collection Containers specified herein for Bundled Service are designed to meet the requirements of
 3464 Applicable Law, inclusive of the State's Recycling mandates, including AB 341, AB 1826, and SB 1383, and
 3465 to be appropriate for the capabilities and capacities of available Materials Recovery Facilities and Organic
 3466 Waste Processing Facilities at the start of this Agreement. City will give the Contractor notice of any proposed
 3467 change, and the parties agree to meet and confer in good faith concerning those matters, and City agrees to
 3468 adjust Maximum Service Rates to reasonably reflect additional costs borne by Contractor. When such
 3469 modifications are made to this Agreement, City and Contractor will negotiate in good faith a reasonable and
 3470 appropriate compensation adjustment for any increase or decrease in the services or other obligations
 3471 required of Contractor due to any modification in the Agreement under this Article. City and Contractor will
 3472 not unreasonably withhold agreement to such compensation adjustment. Should agreement between City
 3473 and Contractor on compensation adjustment not be reached within six (6) months of the change request, or
 3474 other period as agreed upon by both parties, City and Contractor agree to submit the compensation
 3475 adjustment to binding arbitration.

3476 Post-Collection Agreement. The City is currently a party to the West Contra Costa County Integrated Waste
 3477 Management Authority Post-Collection Agreement, which is governed by the West Contra Costa County
 3478 Integrated Waste Management Authority. The Post-Collection Agreement, in part, dictates the facilities to be
 3479 used by Contractor. If the terms of the Post-Collection Agreement change such that the approved facilities
 3480 change, the City agrees to meet and confer with Contractor and shall solicit an alternative bid from Contractor
 3481 for the same services provided under the Post-Collection Agreement.

3482 30.02 Adjustments Due to Change in Law. In addition to and separate from the adjustments set
 3483 forth in Section 6.03, Contractor will be entitled to an adjustment of the Maximum Service Rates as a result
 3484 of a Change in Law.

3485 30.02.1 Change in Law Affecting Contractor's Agreement Obligations. For a Change in Law
 3486 that affects Contractor's performance of services required pursuant to this Agreement, Contractor will be
 3487 entitled to an equitable adjustment of the Service Rates as a result of the Change in Law. Upon Contractor
 3488 providing written notice to City that a Change in Law has affected Contractor's performance of services, City
 3489 and Contractor will meet and confer to determine the impacts of the Change in Law on Contractor's
 3490 performance of services and costs associated with performance of the services, to determine the amount of
 3491 adjustment to be made to Maximum Service Rates.

3492

Article 31. Legal Representation

3493 31.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be,
 3494 represented by counsel in the preparation of, and contributed equally to the terms and conditions of, this
 3495 Agreement, and, accordingly, the rule that a contract will be interpreted strictly against the party preparing
 3496 the same will not apply, due to the joint contributions of both parties.

3497 **Article 32. Conflict of Interest**

3498 32.01 Financial Interest. Contractor is unaware of any City employee or official that has a financial
3499 interest in Contractor's business. During the Term of this Agreement and/or as a result of being awarded this
3500 Agreement, Contractor shall not offer, encourage, or accept any financial interest in Contractor's business by
3501 any City employee or official.

3502 **Article 33. Contractor's Personnel**

3503 33.01 Personnel Requirements. Contractor shall assign only qualified personnel to perform all
3504 services required under this Agreement and shall be responsible for ensuring its employees comply with this
3505 Agreement and all Applicable Laws related to their employment and position. Contractor's employees,
3506 officers, agents, and subcontractors shall not identify themselves or in any way represent themselves as
3507 being employees or officials of City. City may request the transfer of any employee of Contractor who
3508 materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the
3509 performance of their duties under this Agreement.

3510 33.02 Agreement Manager. Contractor shall designate a qualified employee to serve as its
3511 Agreement Manager and must provide the name of that person in writing to City within thirty (30) days prior
3512 to the Commencement Date of this Agreement, and annually by January 1st of each subsequent Calendar
3513 Year of this Agreement, and any other time the person in that position changes. The Agreement Manager
3514 must be available to the City through the use of telecommunications equipment at all times that Contractor is
3515 providing Solid Waste Collection in the Service Area. The Contract Manager must provide City with an
3516 emergency phone number where the Contract Manager can be reached outside of normal business hours.

3517 33.03 Service Supervisor. Contractor shall assign a qualified employee to serve as its Service
3518 Supervisor, to be in charge of the Collection Service within the Service Area and must provide the name of
3519 that person in writing to the Agreement Administrator on or before the Commencement Date, and thereafter
3520 annually before January 1st of each subsequent Calendar Year of the Term, and any other time Contractor
3521 changes the employee serving in that position changes. The Service Supervisor must be physically located
3522 in the Service Area and available to the Agreement Administrator through the use of telecommunication
3523 equipment at all times that Contractor is providing Solid Waste Collection. In the event the Service Supervisor
3524 is unavailable due to illness or vacation, Contractor must designate a substitute acceptable to the City who
3525 shall be available and shall have the authority to act in the same capacity as the Service Supervisor.

3526 33.04 Key Operations Staff. Contractor shall identify a full-time Key Operations Staff, consisting
3527 at a minimum of: one (1) Operations Manager; one (1) Route Supervisor; one (1) Lead Mechanical
3528 Supervisor; and one (1) Service Recipient Service Supervisor 100% dedicated to the City. Each Key
3529 Operations Staff will provide the following to City Staff: email address, phone number, cell phone number,
3530 and office address.

3531 33.05 Sustainability/Compliance Staff. In accordance with Section 20.01, Contractor shall provide
3532 full-time Sustainability/Compliance Staff, whose primary duties are dedicated to the City.

3533 33.06 Field Personnel. Contractor's field operations personnel are required to wear a clean
 3534 uniform shirt bearing Contractor's name. Contractor's employees who normally come into direct contact with
 3535 the public, including drivers, must bear some means of individual photographic identification, such as a name
 3536 tag or identification card. Each driver of a Collection vehicle must at all times carry a valid California driver's
 3537 license and all other required licenses for the type of vehicle that is being operated.

3538 33.07 Labor Certifications. Contractor certifies: (i) it is aware of the provisions of Section 3700 of
 3539 the California Labor Code that require every employer to be insured against liability for Workers'
 3540 Compensation or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the
 3541 performance of the Services, Contractor shall not, in any manner, employ any person or contract with any
 3542 person such that any part of this Agreement is performed by such a person as would be subject to the workers'
 3543 compensation laws of the State of California unless and until Contractor gives City a certificate of consent to
 3544 self-insure or a certificate of Workers' Compensation Insurance Coverage; and (iii) in the event Contractor
 3545 hires any subcontractor who has employees to perform any part thereof, then Contractor shall either require
 3546 the subcontractor to obtain Workers' Compensation Insurance Coverage, or must obtain Workers'
 3547 Compensation Insurance Coverage for the subcontractor's employees. Before commencing performance
 3548 under this Agreement, Contractor shall provide to the City evidence of any Workers' Compensation Insurance
 3549 Coverage required by or for this Agreement, and all such coverage shall be endorsed with a waiver of
 3550 subrogation in favor of City for all work performed by Contractor, its employees, its agents, and its
 3551 subcontractors.

3552 33.08 Subcontractors. Contractor shall not subcontract any portion of this Agreement without the
 3553 prior written approval of the City Manager. Contractor is fully responsible to City for the performance of any
 3554 and all subcontractors, if any, and shall require any subcontractors to maintain all applicable Federal, State,
 3555 and local licenses required for the work they are assigned to perform. Contractor shall require any
 3556 subcontractors performing work in the City to enter into a written contract that requires such subcontractors
 3557 to agree they are independent contractors and have no other agency relationship with City.

3558 **Article 34. Exempt Waste**

3559 34.01 Contractor is not required to Collect or Dispose of Exempt Waste but may offer such
 3560 services. All such Collection and Disposal of Exempt Waste is not regulated under this Agreement, but if
 3561 provided by Contractor must be in strict compliance with all Applicable Laws.

3562 **Article 35. Independent Contractor**

3563 35.01 In the performance of services pursuant to this Agreement, Contractor is an independent
 3564 contractor and not an officer, agent, servant, or employee of City. Contractor will have exclusive control of
 3565 the details of the services and work performed, and overall persons performing such services and work.
 3566 Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and
 3567 subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, or subcontractors
 3568 will obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which
 3569 accrued to City employees, and Contractor expressly waives any claim to such benefits.

3575 36.01 The laws of the State of California govern the rights, obligations, duties, and liabilities of
3576 City and Contractor under this Agreement, and governs the interpretation of this Agreement.

3578 37.01 The parties agree that any litigation between City and Contractor concerning or arising out
3579 of this Contract must be filed and maintained exclusively in the Superior Courts of Contra Costa County, State
3580 of California, or in the United States District Court for the Northern District of California to the fullest extent
3581 permissible by law. Each party consents to service of process in any manner authorized by California law.

3583 38.01 No assignment of this Agreement or any right occurring under this Agreement may be
3584 made in whole or in part by Contractor without the express prior written consent of the City. City will have full
3585 discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor.
3586 Any assignment of this Agreement made by Contractor without the express written consent of the City will be
3587 null and void and will be grounds for City to declare a default of this Agreement and immediately terminate
3588 this Agreement by giving written notice to Contractor, and upon the date of such notice this Agreement will
3589 be deemed immediately terminated, and upon such termination all liability of City under this Agreement to
3590 Contractor will cease, and City will have the right to call the performance bond and will be free to negotiate
3591 with other contractors for the services that are the subject of this Agreement. In the event of any assignment
3592 approved by City, the assignee must fully assume all the liabilities of Contractor by way of an assignment and
3593 assumption agreement. The sale, assignment, transfer, or other disposition, on a cumulative basis, of fifty
3594 percent (50%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more of the
3595 voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint
3596 venture or otherwise) shall constitute an assignment for purposes of this Agreement, requiring prior written
3597 consent of the City. Further, the involvement of Contractor or its assets in any transaction or series of
3598 transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout, or otherwise), whether
3599 or not a formal assignment of this Agreement, which reduces Contractor's assets or net worth by twenty-five
3600 percent (25%) or more, shall also constitute an assignment for purposes of this Agreement, also requiring
3601 prior written consent of the City. Transfers to affiliate companies of Contractor that have common ownership
3602 shall not be considered an assignment under the terms of this section. Upon notification to the City of any
3603 proposed assignment, Contractor shall provide to the City a payment of seventy-five thousand dollars
3604 (\$75,000) for the City to perform its due diligence related to the requested assignment.

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3607 Administrator to subcontract such services and the Agreement Administrator has approved a subcontractor
3608 who will perform such services. Contractor will be responsible for directing the work of Contractor's
3609 subcontractors, and any compensation due or payable to Contractor's subcontractor will be the sole
3610 responsibility of Contractor. The Agreement Administrator will have the right to require the removal of any
3611 approved subcontractor for reasonable cause.

3612 **Article 39. Compliance with Laws**

3613 39.01 In the performance of this Contractor, Contractor must comply with all Applicable Laws,
3614 including, without limitation, the Pinole Municipal Code.

3615 39.02 City shall provide written notice to Contractor of any planned amendment of the Pinole
3616 Municipal Code that would substantially affect the performance of Contractor's services pursuant to this
3617 Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's approval
3618 of such an amendment. Any such amendment that would or does affect Contractor's services hereunder shall
3619 trigger the requirements of Sections 30.01 (City-Directed Change) and 30.02 (Change in Law) of this
3620 Agreement.

3621 **Article 40. Permits and Licenses**

3622 40.01 Contractor shall obtain, at its own expense, all permits and licenses required by law or
3623 ordinance, and shall maintain same in full force and effect throughout the Term of this Agreement. Contractor
3624 must provide proof of such permits, licenses, or approvals and must demonstrate compliance with the terms
3625 and conditions of such permits, licenses, and approvals upon the request of the Agreement Administrator.

3626 40.02 The Contractor must procure and maintain a valid City Business License throughout the
3627 Term of the Agreement.

3628 **Article 41. Ownership of Written Materials**

3629 41.01 Contractor hereby grants City a non-exclusive license to all reports, documents, brochures,
3630 public education materials, and other similar written, printed, electronic, or photographic materials developed
3631 by Contractor at the request of City or as required under this Agreement and intended for public use, without
3632 limitation or restrictions on the use of such materials by City. Contractor may not use such materials that
3633 specifically reference City for other purposes without the prior written consent of the Agreement Administrator.
3634 This Article 41 does not apply to content, ideas, or concepts described in such materials and does not apply
3635 to the format of such materials. This section shall survive the termination or expiration of this Agreement.

3636 **Article 42. Waiver**

3637 42.01 Waiver by City or Contractor of any breach for violation of any term, covenant, or condition
3638 of this Agreement will not be deemed to be a waiver of any other term, covenant, or condition or any
3639 subsequent breach for violation of the same or of any other term, covenant, or condition. The subsequent
3640 acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City will

3641 not be deemed to be a waiver by City of any breach for violation of any term, covenant, or condition of this
3642 Agreement. No waiver by the City or Contractor shall be binding unless in writing by the waiving party.

3643 **Article 43. Prohibition Against Gifts**

3644 43.01 Contractor represents that Contractor is familiar with City's prohibition against the
3645 acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or
3646 designated employee any gifts prohibited by the City.

3647 **Article 44. Point of Contact**

3648 44.01 The day-to-day dealings between Contractor and City will be between Contractor and the
3649 Agreement Administrator.

3650 **Article 45. Notices**

3651 45.01 Except as provided in this Agreement, whenever either party desires to give notice to the
3652 other, it must be given by written notice addressed to the party for whom it is intended, at the place last
3653 specified, and to the place for giving of notice in compliance with the provisions of this Section. For the
3654 present, the parties designate the following as the respective persons and places for giving of notice:

3655 As to the City:
3656 Heba El-Guindy, Public Works Director
3657 2131 Pear Street
3658 Pinole, CA 94564

3659 As to the Contractor:
3660 Shawn Moberg, General Manager
3661 3260 Blum Drive, Suite 100
3662 Richmond, CA 94806

3663

3664 45.02 Notices given by personal delivery shall be effective immediately. Notices given by mail
3665 shall be deemed to have been delivered forty-eight (48) hours after having been deposited in the United
3666 States mail. Changes in the respective address to which such notice is to be directed may be made by written
3667 notice.

3668 45.03 Notice by City to Contractor of a Collection or other Service Recipient problem or complaint
3669 may be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor
3670 through the Customer Service System by the end of the Workday.

3671 **Article 46. Transition to Next Contractor**

3672 46.01 In the event Contractor is not awarded an extension or new contract to continue to provide
3673 Solid Waste Collection following the expiration or early termination of this Agreement, Contractor will

3674 cooperate fully with City and any subsequent contractors to assure a smooth transition of services described
 3675 in this Agreement. Such cooperation will include, but not be limited to, transfer of computer data and files;
 3676 providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing
 3677 a complete inventory of all Collection Containers; providing adequate labor and equipment to complete
 3678 performance of all Solid Waste Collection required under this Agreement; taking reasonable actions
 3679 necessary to transfer ownership of carts and bins, as appropriate, to City, including transporting such
 3680 Containers to a location designated by the Agreement Administrator; coordinating Collection of Materials set
 3681 out in new Containers if new Containers are provided for a subsequent Agreements; and providing other
 3682 reports and data required by this Agreement.

3683 **Article 47. Contractor's Records**

3684 47.01 Contractor shall keep and preserve, during the Term of this Agreement, full, complete, and
 3685 accurate financial and accounting records, pertaining to cash, billing, and disposal transactions for the
 3686 franchise area, prepared on an accrual basis in accordance with generally accepted accounting principles.
 3687 These records and reports are necessary for the City to properly administer and monitor the Agreement and
 3688 to assist the City in meeting the requirements of the Act. The Contractor shall keep and preserve, during the
 3689 Term of this Agreement, and for a period of not less than four (4) years following expiration or other
 3690 termination hereof or for any longer period required by law, full, complete, and accurate records as indicated
 3691 in the Agreement.

3692 47.02 Any records or documents required to be maintained pursuant to this Agreement must be
 3693 made available for inspection or audit at any time during regular business hours, upon written request by the
 3694 Agreement Administrator, the City Attorney, City Auditor, City Manager, or a designated representative of any
 3695 of these officers. Copies of such documents will be provided to City electronically, available to City for
 3696 inspection at the local Contractor office, or available to City for inspection at an alternate site if mutually
 3697 agreed upon.

3698 47.02.1 Contractor acknowledges that City is legally obligated to comply with the California
 3699 Public Records Act ("CPRA"). City acknowledges that Contractor may consider certain records, reports, or
 3700 information contained therein ("Records") which Contractor is required to provide to City under this
 3701 Agreement to be of a proprietary or confidential nature. In such instances, Contractor will inform City in
 3702 writing of which records are considered propriety or confidential and shall identify the statutory exceptions
 3703 to disclosure provided under the CPRA that legally permit non-disclosure of the Records. At such time as
 3704 City receives a request for records under the CPRA or Federal Freedom of Information Act ("FOIA"), or a
 3705 subpoena or other court order requesting disclosure of the Records, City will notify Contractor of the request,
 3706 subpoena, or order and of City's obligation and intent to provide a response within ten (10) calendar days.
 3707 Contractor shall within five (5) calendar days either: (i) consent in writing to the disclosure of the Records;
 3708 or (ii) seek and obtain, at Contractor's sole cost and expense, the order of a court of competent jurisdiction
 3709 staying or enjoining the disclosure of the Records. If Contractor fails to respond within the timeframe
 3710 stipulated, then City may proceed to disclosure the Records, in which event Contractor agrees, waives, and
 3711 releases City of any liability for the disclosure of the Records. In the event Contractor seeks a court order to
 3712 stay or enjoin the disclosure of the Records, Contractor agrees to indemnify, defend, and hold harmless the

3713 City, its Council, elected and appointed board or commission members, officers, employees, volunteers, and
3714 agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim,
3715 demand, action, proceeding, or suit in law or equity of any and every kind and description, whether judicial,
3716 quasi-judicial, or administrative in nature, arising or resulting from or in any way connected with the subject
3717 CPRA, FOIA request, or subpoena for the Records. This indemnity obligation shall survive the expiration or
3718 termination of this Agreement.

3719 47.03 Where City has reason to believe that such records or documents may be lost or discarded
3720 in the event of the dissolution, disbandment, or termination of Contractor's business, City may, by written
3721 request or demand of any of the above-named officers, require that custody of the records be given to City
3722 and that the records and documents be maintained in City Hall. Access to such records and documents will
3723 be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-
3724 interest.

3725 47.04 Failure to Keep and Preserve Records. The refusal of Contractor to keep and preserve any
3726 of the records required shall be deemed a material breach of this Agreement and shall subject Contractor to
3727 all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

3728 **Article 48. Entire Agreement**

3729 48.01 This Agreement and the attached Exhibits constitute the entire Agreement and
3730 understanding between the parties, and the Agreement will not be considered modified, altered, changed, or
3731 amended in any respect unless in writing and signed by the parties.

3732 **Article 49. Severability**

3733 49.01 If any provision of this Agreement or the application of it to any person or situation is to any
3734 extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions
3735 to persons or situations other than those as to which it is held invalid or unenforceable, will not be affected,
3736 will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

3737 **Article 50. Right to Require Performance**

3738 50.01 The failure of City at any time to require performance by Contractor of any provision of this
3739 Agreement will in no way affect the right of City thereafter to enforce same. Nor will waiver by City of any
3740 breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such
3741 provision or as a waiver of any provision itself.

3742 **Article 51. All Prior Agreements Superseded**

3743 51.01 This Agreement incorporates and includes all prior negotiations, correspondence,
3744 conversations, agreements, and understandings applicable to the matters contained in this Agreement, and
3745 the parties agree that there are no commitments, agreements, or understandings concerning the subject
3746 matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation

3747 from the terms of this Agreement will be predicated upon any prior representations or agreements, whether
3748 oral or written.

3749 **Article 52. Headings**

3750 52.01 Headings in this document are for convenience of reference only and are not to be
3751 considered in any interpretation of this Agreement.

3752 **Article 53. Exhibits**

3753 53.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each
3754 such Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any
3755 conflicts between this Agreement and the Exhibits, then this Agreement shall take priority.

3756 **Article 54. Attorney's Fees**

3757 54.01 If litigation is brought by a party in connection with this Agreement, the prevailing party will
3758 be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees,
3759 incurred by the prevailing party in the exercise of any of its rights or remedies under this Agreement or the
3760 enforcement of any of the terms, conditions, or provisions of this Agreement.

3761 **Article 55. Commencement Date**

3762 55.01 This Agreement will become effective when it is properly executed by City and Contractor,
3763 and Contractor will commence Solid Waste Collection under this Agreement as of July 1, 2025.
3764

3765 IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the respective
3766 date(s) below each signature.

3767 CITY OF PINOLE

REPUBLIC SERVICES

3768 A Municipal Corporation

3769

3770 SIGNED BY:

SIGNED BY:

3771 Signed by:

DocuSigned by:

3772 Kelsey Young
3773 Kelsey Young, City Manager

3772 Yasser Brenes
3773 Yasser Brenes, Area President

3774

3775 ATTESTED BY:

SIGNED BY:

3776

3777 DocuSigned by:

Signed by:

3778 Heather Bell
3779 Heather Bell, City Clerk

3778 Shawn Moberg
3779 Shawn Moberg, General Manger

3781

3782

3783 APPROVED AS TO FORM:

3784

3785

3786 Signed by:

3787 Eric Casher
3788 Eric Casher, City Attorney
3789

Certificate Of Completion

Envelope Id: 2D5FD82A-C0FF-41FA-A9B1-B972D3583DA4
 Subject: Complete with Docusign: Republic Services Franchise Agreement .pdf
 Source Envelope:
 Document Pages: 134
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Olivia Rojo
 2131 Pear St
 Pinole, CA 94564
 orojo@pinole.gov
 IP Address: 207.105.182.162

Record Tracking

Status: Original
 7/11/2025 12:57:00 PM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected
 Holder: Olivia Rojo
 orojo@pinole.gov
 Pool: StateLocal
 Pool: City of Pinole
 Location: DocuSign
 Location: Docusign

Signer Events

Yasser Brenes
 ybrenes@republicservices.com
 Area President
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 6B5111E6A13448D

Signature Adoption: Pre-selected Style
 Using IP Address: 204.13.220.24
 Signed using mobile

Timestamp

Sent: 7/11/2025 1:02:30 PM
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 Signed: 7/11/2025 1:04:38 PM

Electronic Record and Signature Disclosure:
 Accepted: 7/11/2025 1:04:28 PM
 ID: c029d4e1-35cd-41fb-8f39-83e3ba1062d9

Shawn Moberg
 smoberg@republicservices.com
 General Manager
 Security Level: Email, Account Authentication
 (None)

Signed by:

 8AE2F025D05D4AB

Signature Adoption: Pre-selected Style
 Using IP Address: 163.116.139.176

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 Signed: 7/15/2025 1:33:54 PM

Electronic Record and Signature Disclosure:
 Accepted: 7/15/2025 1:29:35 PM
 ID: 0f0aaca5-260b-4b28-89ac-009a54d010f8

Kelcey Young
 kelcey.young@pinole.gov
 City Manager
 City of Pinole
 Security Level: Email, Account Authentication
 (None)

Signed by:

 9024A02B30CF4495

Signature Adoption: Pre-selected Style
 Using IP Address: 207.105.182.162

Sent: 7/15/2025 1:34:00 PM
 Viewed: 7/15/2025 2:38:49 PM
 Signed: 7/15/2025 2:38:59 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Eric Casher
 eric@redwoodpubliclaw.com
 City Attorney
 Security Level: Email, Account Authentication
 (None)

Signed by:

 47EA76C5E0214F6

Signature Adoption: Pre-selected Style
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Sent: 7/15/2025 2:39:06 PM
 Viewed: 7/16/2025 10:28:54 AM
 Signed: 7/16/2025 10:29:20 AM

Electronic Record and Signature Disclosure:
 Accepted: 7/16/2025 10:28:54 AM
 ID: 6286997f-4ce6-4362-850a-8db35b6a095e

Signer Events	Signature	Timestamp
Heather Bell hbell@ci.pinoe.ca.us City Clerk City of Pinole Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 207.105.182.162	Sent: 7/16/2025 10:29:27 AM Viewed: 7/16/2025 11:21:51 AM Signed: 7/16/2025 11:22:09 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/11/2025 1:02:30 PM
Certified Delivered	Security Checked	7/16/2025 11:21:51 AM
Signing Complete	Security Checked	7/16/2025 11:22:09 AM
Completed	Security Checked	7/16/2025 11:22:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Pinole (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Pinole:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hiopu@ci.pinole.ca.us

To advise City of Pinole of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hiopu@ci.pinole.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Pinole

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hiopu@ci.pinole.ca.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Pinole

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hiopu@ci.pinole.ca.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Pinole as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Pinole during the course of your relationship with City of Pinole.

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Exhibit 1 **Maximum Service Rates**

RESIDENTIAL

	Collection Charge	Post Collection Charge	Vehicle Impact Fee	City AB 939 Fee	Total Monthly Rate
20-gallon	\$ 25.08	\$ 7.56	\$ 5.40	\$ 0.83	\$ 38.87
35-gallon	\$ 26.08	\$ 13.27	\$ 7.75	\$ 0.83	\$ 47.93
35-gallon Sr.	\$ 24.08	\$ 13.27	\$ 7.75	\$ 0.83	\$ 45.93
65-gallon	\$ 50.98	\$ 24.66	\$ 14.10	\$ 1.51	\$ 91.25
95-gallon	\$ 72.79	\$ 37.02	\$ 20.85	\$ 2.19	\$ 132.85

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7/1/2025 COMMERCIAL COLLECTION RATES (COMBINED)

BIN	Times per Week				
SIZE	1	2	3	4	5
1 YARD	\$ 355.63	\$ 620.87	\$ 885.92	\$ 1,151.19	\$ 1,416.24
2 YARD	\$ 586.06	\$ 1,067.83	\$ 1,549.81	\$ 2,031.48	\$ 2,513.41
3 YARD	\$ 801.72	\$ 1,486.68	\$ 2,171.72	\$ 2,856.69	\$ 3,541.72
4 YARD	\$ 1,009.62	\$ 1,891.26	\$ 2,772.91	\$ 3,654.72	\$ 4,536.21
5 YARD	\$ 1,212.89	\$ 2,288.47	\$ 3,363.83	\$ 4,439.52	\$ 5,514.76
6 YARD	\$ 1,414.38	\$ 2,682.42	\$ 3,950.65	\$ 5,219.26	\$ 6,487.21
7 YARD	\$ 1,614.27	\$ 3,075.18	\$ 4,536.75	\$ 5,997.55	\$ 7,458.62

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3797 INDUSTRIAL

7/1/2025 INDUSTRIAL ROLL-OFF SERVICE RATES			
Rate Per Haul		Plus disposal rate (per ton)	
MSW, Miscellaneous Trash, C&D, Green Waste, Wood, Dirt, Concrete, Cardboard, Metal			
Box Size	Current	2025 Rate Adj 16.21%	2025 Total Rate
10 Yard	530.00	85.91	615.91
14 Yard	588.00	95.31	683.31
20 Yard	624.00	101.15	725.15
30 Yard	675.00	109.42	784.42
40 Yard	746.00	120.93	866.93

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3799 ONE TIME CHARGES

Additional Pickup	
Size	RATE
1 yd	\$116.78
2 yd	\$183.98
3 yd	\$247.54
4 yd	\$309.15
5 yd	\$369.73
6 yd	\$429.77
7 yd	\$489.42
35 gal	\$14.31
65 gal	\$28.62
95 gal	\$42.94

SPECIAL SERVICES/ANCILLARY CHARGES	
Service	RATE
Return Trip	\$42.79
Carryout Fee	\$11.30
Additional Cart - Recy/Organic	\$11.23
Cart Replacement	\$81.78
Contamination - Per Cart	\$37.09
Contamination - Per Yard	\$116.78
Overage Fee - Per Cart	\$14.31
Overage Fee - Per Yard	\$116.78
Box Wash	\$348.45
Bin Wash (1-7 yd)	\$128.49
Cart Wash	\$49.77
Lock Replacement	\$38.03
Dry Run (Industrial Box)	Same as pull rate

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Exhibit 2

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List of City Facilities

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1. City Hall, Police/Fire 880Tennent

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2. Corp Yard, Treatment Plant

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3. Fire Station

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4. Senior Center

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5. Memorial Stadium

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6. Swim Center

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7. Pinole Valley Park

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8. Downer Grove

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Exhibit 3

Collection Container Specifications

Cart Specifications.

- All new or replacement Carts must be manufactured with a minimum twenty percent (20%) post-consumer recycled material content and come with a ten (10) year warranty against defects.
- Carts must be constructed with material that resists deterioration from ultraviolet radiation and be incapable of penetration by household pets or small wildlife when lids are fully closed.
- Contractor must provide Carts having an approximate volume of 20, 32, 64, and 96 gallons. Actual cart volume may vary by +/- 10% depending on manufacturer.
- Carts must include wheels and handles that accommodate ease of movement by able-bodied persons, have heavy duty wheels, have attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds.
- Carts must include lids that continuously overlap the Cart body so as to prevent the intrusion of rainwater and minimize odors. The lids should be of a design and weight so as to prevent the Cart body from tilting backward when flipping the lid open.
- Carts must be capable of being lifted into the Collection Vehicle without damage or distortion under normal usage.
- Carts must be hot-stamped, embossed, or labeled/decaled with the company name, a unique identification number (i.e., a serial number for carts), weight limit, images of the type of materials to be Collected, and a QR code that links to the Recycling education landing page within the Contractor's City-specific website for the City. All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the Term to maintain a near new appearance. Decals/labels showing types of materials Collected in each Cart must be replaced annually.
- Cart and lids must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = Recyclable Materials, black/gray = Garbage, green = yard waste/mixed Organic Waste, yellow = Food Waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

Bin Specifications.

- Bins must be constructed of heavy metal or heavy plastic and must be watertight, well painted, in good condition, and without rust or dents.
- Wheels, forklift slots, and other appurtenances which are designed for movement, loading, or unloading of the Container, must be maintained in good repair.
- Contractor must provide Bins having an approximate volume of 1, 2, 3, and 4 cubic yards.
- Bins must have the name and phone number of Contractor on the exterior so as to be visible when the Bin is placed for use.
- Each Bin must be labeled with a listing of materials that may and may not be placed in a particular Bin type, as well as a QR code that links to the Recycling education landing page within the Contractor's City-specific website for the City, and each Bin must include a conspicuous warning: "Not to be used for the disposal of hazardous, electronic, or universal waste." Bins must be labeled in English and Spanish.
- Bid lids must be constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odors. Locking bins will be provided upon request at the Maximum Service Rate set forth in Exhibit 1.
- Bins must be capable of being lifted into the Collection Vehicle without damage under normal usage.
- Bins must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = Recyclable Materials, black/gray = Garbage, green = yard waste/mixed Organic Waste, yellow = Food Waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

Roll-off Container Specifications.

Roll-off Container specifications shall be the same as Bin specifications. Roll-off Containers shall be provided in sizes 10, 20, 30, and 40 cubic yards. Compactors shall be available in sizes 10, 20, 35, and 40 cubic yards. Contractor is obligated to provide covers for Roll-Off Containers upon Customer request.

Kitchen Food Waste Pails

In the event that Kitchen Food Waste Pails are no longer provided by the West Contra Costa Integrated Waste Management Authority, and subject to the terms and conditions of Section 30.01, Contractor is responsible for the purchase and distribution of fully assembled and functional Kitchen Food Waste Pails to any new Dwelling Units that are added to Contractor's Service Area during the Term of this Agreement. The distribution to new Dwelling Units must be completed within three (3) Workdays of receipt of notification from City or the Dwelling Unit.

Contractor will make Kitchen Food Waste Pails available at one or more annual Contractor-hosted events, such as a paper-shredding event or a HHW drop-off event, to make it easier for MFD Dwelling Units to learn about and acquire the pails. The services described in this paragraph are not effective until such time as the City and Contractor agree to a City-Directed Change per Section 30.01.

Containers End of Life

Collection Containers must be recycled at the end of their useful life.

Containers Purchase

Contractor shall report all new Carts and Bins purchased pursuant to this Agreement to its address within the City and shall report all purchases of Carts and Bins under this Agreement as attributable to the City for sales tax purposes.

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Exhibit 4

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Administrative Charges and Penalties

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All dollar figures stated below shall increase annually by the CPI Adjustment Calculation in Section 6.03.1.

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Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
a.	Failure to respond to each complaint within three (3) Workdays of receipt of complaint.	\$200 per incident per Service Recipient.	
b.	Failure to maintain call center hours as required by this Agreement.	\$500 per day.	-0- if cured in 5 days
c.	Failure to submit to City all reports by the deadlines required under the provisions of this Agreement.	\$200 per day.	-0- if cured in 10 days
d.	Failure to include all parts of quarterly and annual reports specified in Sections 22.04 and 22.05 in the submitted reports.	\$200 per day if not cured in 10 days.	-0- if cured in 10 days
e.	Failure to provide data, information, or documentation required by this Agreement within the timeframe stipulated herein.	\$100 per day.	-0- if cured in 5 days
f.	Failure to respond to respond to any City request for data or information, as referenced in Section 5.15, within five (5) Business Days of receipt of the request.	\$100 per day.	-0- if cured in 5 days
g.	Failure to submit to City all payments by the deadlines required under the provisions of this Agreement.	1% of the total amount due if fees are 1 – 10 days late; and 10% of the total amount due if fees are more than 10 days late.	
h.	Failure for Collection Cart to be compliant with specifications of Exhibit 3 or Section 18.09.	\$50 each Collection Cart not compliant.	-0- if cured in 30 days
i.	Failure for Collection Bin to be compliant with specifications of Exhibit 3 or Section 18.09	\$100 each Collection Bin not compliant, if not cured in 5 days	-0- if cured in 30 days
j.	Failure for Collection Container to be compliant with SB 1383 labeling requirements or the labeling requirements outlined in Section 20.10 of this Agreement.	\$100 each Collection Container not compliant.	-0- if cured in 30 days

Item		Amount If Not Cured in 30 Days (unless otherwise specified)	If Cured
k.	Failure to comply with manufacturers' recommendations or State and Federal vehicle weight limitations, as required in Section 18.05.	\$100 per incident after twenty-five (25) such incidents per quarter.	Cannot be cured
l.	Failure to display Contractor's name and customer service phone number on Collection Vehicles, or to otherwise be out of compliance with Section 18.08.	\$100 per incident per day.	-0- if cured in 30 days
m.	Failure to Collect a missed Collection Container by close of the next Workday upon notice to Contractor, that exceeds twenty (20) incidents within the Service Area within any Calendar Year.	\$1,000 per Calendar year, plus \$10 per incident per day.	
n.	Failure to repair (including removal of graffiti) or replace damaged Containers and/or Containers that are not in good working order within the time required by this Agreement, that exceeds twenty (20) incidents in any Calendar year.	\$1,000 per Calendar year, plus \$10 per incident per day.	
o.	Accumulation of more than forty (40) complaints per Quarter regarding documented incidences of carts left in untidy conditions (e.g., carts not left standing upright, cart lids not closed, carts left in wrong locations) by Contractor	\$1,000 per Quarter, plus \$10 per complaint beyond the first 40 complaints	
p.	Failure to maintain Collection hours as required by this Agreement.	\$500 per day.	-0- if not cured in 5 days
q.	Failure to have Contractor personnel in Contractor-provided uniforms.	\$25 per day per employee.	-0- if not cured in 30 days
r.	Failure of Contractor to follow Recyclable Materials and Organic Waste Contamination and Overage procedures as set forth under Section 5.07 and 5.10.	\$500 per day for failure to implement correction plan.	Submit for approval to City and implement plan of correction to City within 30 days.

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
s.	Vehicle fluid leak incidents from Contractor Collection Vehicles in excess of three (3) during a quarter for the same vehicle.	\$500 per incident in excess of three (3)	
t.	Failure of Contractor to clean up spillage or litter caused by Contractor within ninety (90) minutes upon notice from the City, in excess of five (5) incidents during a calendar year.	\$100 per incident.	
u.	Failure of Contractor to provide proof of performance bond as required by this Agreement	Agreement Default	\$500 per day
v.	Failure of Contractor to provide proof of insurance as required by this Agreement	Agreement Default	\$500 per day
w.	Failure to provide City with documentation verifying Diversion, as outlined in Section 8.02, was achieved.	\$1,000 per Quarter.	Submit for approval to City and implement plan of correction within 30 days.
x.	Failure to Collect Holiday trees on Collection Days.	\$100 per day.	-0- if not cured in 7 days
y.	Failure to commence service to a new Service Recipient within seven (7) days after order.	\$150 per day.	-0- if not cured in 7 days
z.	Failure to initially respond to a Service Recipient complaint within one (1) Business Day.	\$50 per failure to resolve Customer compliant or request.	-0- if not cured in 7 days
aa.	Replacement fee when requesting a new set of keys to access City Service Unit sites.	\$500 per set of keys replaced, in addition to the cost of replacing the keys.	
bb.	Failure to pick up abandoned waste within twenty-four (24) hours upon request from the City.	\$500 per day per incident	-0- if not cured in 3 days

Item		Amount If Not Cured in 30 Days (unless otherwise specified)	If Cured
cc.	Failure to provide Roll-Off Containers or staff for a City of Pinole Community Clean-Up Event.	\$1,000 per site per event	
dd.	Failure to drop off a Container requested by the City in the timeframe requested, provided the City gives at least four (4) days advance notice.	\$100 per day.	-0- if not cured in 3 days
ee.	Failure to comply with any other provision in this Agreement	\$200 per incident	-0- if not cured in 30 days

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Exhibit 5 Customer Service Plan

1. Overview

When fielding a customer request, CSRs immediately access the customer's account information in Republic's customer management system, InfoPro. Republic owns the InfoPro application and continues to invest in it. When a new technology must be integrated, Republic's IT team makes the necessary modifications. CSRs can access all pertinent customer information through InfoPro, including service address, pick-up day, rate, service level, and a complete history of service requests and resolutions.

▪ After determining the customer need, the CSR inputs all required information into the customer's permanent file history and, if necessary, generate an on-line automated work order.

▪ If the inquiry is simply for information or clarification about Republic programs, the CSR will answer the question and close the file.

▪ If the request requires action on the part of Republic, a work order will be generated for the appropriate department to address, end the telephone call, and produce an online work order in InfoPro, that must be closed out within two (2) days.

When customers contact Republic through the My Resource web portal or mobile application, the process is automated, and information is immediately and directly sent to the proper department for prompt handling.

Each time a customer contacts Republic, inquiries and concerns are entered into InfoPro, including date, time, customer name, address, and the nature, date and manner of the resolution is also logged and sent to Drivers and Supervisors. Dispatch monitors all work orders requiring driver action. Upon receipt of a work order requiring same-day completion, a special alert is generated, and the appropriate driver is instructed as to what is needed to complete the order. In addition, each driver verbally contacts dispatch prior to completion of their assigned route to ensure all outstanding requests are fulfilled prior to returning to the operations facility.

Republic Route Supervisors spend the majority of their time working in their assigned area(s), which enables them to meet drivers at the customer location to ensure quick, permanent resolution. Drivers document completion of all same-day service orders in the system.

Common customer requests and concerns are tracked and reported by Republic business unit company- wide, which has resulted in an exceedingly high level of customer service.

2. Service Recipient Billing

- Residential customers are billed quarterly, while Commercial and Industrial customers are billed monthly.
- The initial step for the CSR is to confirm the customer's name, service address, and reason for inquiry. After listening to and stating the reason(s) for the customer call, the CSR can assist in addressing and resolving their needs.

3866 Common billing inquiries may include but are not limited to, requests for
 3867 cart/container size increase or decrease, service day increase or decrease
 3868 changes, customer new starts, or stopping service.

- 3869 • When and if billing disputes arise, CSRs are trained to actively listen and
- 3870 understand the customer concern, review the invoice, and investigate and
- 3871 gather supporting relevant information to successfully resolve the
- 3872 customer's concern.
- 3873 • In the spirit of a one-call resolution, the customer's concern is typically resolved
- 3874 at that time. If a situation requires escalation to the Customer Service Manager,
- 3875 they will immediately and professionally attempt to resolve the issue to the
- 3876 customer's satisfaction.
- 3877

3878 3. Technology Network

3879 Our phone systems are modern and sufficient to handle all calls from the City of
 3880 Pinole customers. As the incumbent, our existing website will be updated to include all
 3881 changes selected by the city.

3882 4. Staffing Levels

3883 There are approximately 7,152 service accounts in the City of Pinole service
 3884 area. Our highly trained, engaged, and dedicated CSR team ensures an excellent
 3885 customer experience with limited average wait time of only .19 second speed of
 3886 telephone call answer (ASA)--below the national industry standard and exemplifying our
 3887 commitment to exceed customer expectations.

3888 5. Payment Programs

3889 Modern day customer service is about customer options and simple solutions.
 3890 Newer generations expect web-based and mobile app-based abilities to self-serve
 3891 simple needs at any time of the day or night. Certainly, more complex topics may still
 3892 require person-to-person interaction, but a vast majority of customer service contacts in
 3893 this industry are topics that can be self-served. For this reason, Republic Services has
 3894 invested to create state-of-the-website and mobile app. Our customers now can reach
 3895 us

3896 24/7 via our website, www.republicservices.com/municipality/wccc-ca.com, or
 3897 via our Republic Services mobile app. Our self-service options are designed to improve
 3898 overall response time, enabling resolutions to simple customer inquiries and needs
 3899 anytime, anywhere with the least amount of customer inconvenience as possible.
 3900 Through our website and mobile app customers can:

- 3901 • Pay their bill
- 3902 • Schedule an extra pick up
- 3903 • Discover new services
- 3904 • Receive weather and holiday service updates
- 3905 • Sign up for autopay and paperless billing
- 3906 • Submit inquiries or complaints "Track My Truck" where customers can see where a
- 3907 truck is currently located on route.

3908 Service alerts to notify residents or businesses of changes or delays. Alerts such as blocked containers
 3909 will provide a notification with a photo uploaded to the app

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Exhibit 6 Collection Service Operations Plan

Republic Services' continued growth and extensive experience in Collection programs and Diversion have situated the company in a position to ensure that necessary resources will be available during the agreement term.

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1. Vehicles Collection Vehicles

Industrial											
Truck #	TYPE	YEAR	Estimated Useful Life	FUEL	Make/Model	Size	Axles	GVWR	Turning Radius	Decibels	Maximum Load Capacity
3425	Roll-Off	2020	8	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10.5 Tons
3426	Roll-Off	2020	9	Renewable	PETERBILT		3	55000	42' at 90 deg	85-95 db	10.5 tons
3427	Roll-Off	2020	9	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10.5 Tons
3428	Roll-Off	2019	9	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10.5Tons
3429	Roll-Off	2020	9	Renewable	PETERBILT	N/A	3	55000	42' at 90 deg	85-95 db	10.5Tons
3430	Roll-Off	2020	9	Renewable	PETERBILT		3	55000	42' at 90 deg	85-95 db	10.5 Tons
3431	Roll-Off	2021	9	Renewable	PETERBILT		3	55000	42' at 90 deg	85-95 db	10.5 tons
3432	Roll-Off	2021	10	Renewable	PETERBILT		3	55000	42' at 90 deg	85-95 db	10.5 tons
3433	Roll-Off	2022	10	Renewable	PETERBILT		3	55000	42' at 90 deg	85-95 db	10.5 tons
Commercial											
TRUCK	TYPE	YEAR	Estimated Useful Life	FUEL	Make/Model	Size	Axles	GVWR	Turning Radius	Decibels	Maximum Load Capacity
1217	FL	2018	6	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 tons
1218	FL	2017	5	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95db	11 tons
1219	FL	2018	6	Renewable	PETERBILT	40CY	4	55000	42' at 90 deg	85-95 db	11 tons
1220	FL	2018	6	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1221	FL	2018	6	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1221	FL	2020	8	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1222	FL	2020	8	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1223	FL	2022	10	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1224	FL	2019	7	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1227	FL	2024	10	Renewable	PETERBILT	40 CY	4	55000	42' at 90 deg	85-95 db	11 Tons
1228	FL	2024	10	Renewable	PETERBILT	40CY	4	55000	42' at 90 deg	85-95 db	11 tons
Residential											
TRUCK	TYPE	YEAR	Estimated Useful Life	FUEL	Make/Model	Size	Axles	GVWR	Turning Radius	Decibels	Maximum Load Capacity
2169	ASL	2015	2	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 tons
2171	ASL	2015	2	Renewable	PETERBILT	31Cy	4	57500	42' at 90 deg	85-95 db	11 tons
2172	ASL	2015	2	Renewable	PETERBILT	31CY	4	57500	42' at 90 deg	85-95 db	11 tons
2173	ASL	2018	4	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons

2174	ASL	2019	4	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2175	ASL	2019	4	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2176	ASL	2019	4	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2177	ASL	2019	4	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2185	ASL	2020	5	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2186	ASL	2020	5	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2187	ASL	2020	5	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2188	ASL	2020	5	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2189	ASL	2019	5	Renewable	PETERBILT	31CY	4	57000	42' at 90 deg	85-95 db	11 tons
2190	ASL	2020	8	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2191	ASL	2020	8	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2192	ASL	2020	8	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2193	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2194	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2195	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2196	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2197	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2198	ASL	2021	9	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2199	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2400	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2326	REL	2006	2	Renewable	PETERBILT	28CY	3	55000	42' at 90 deg	85-95 db	9 tons
2330	REL	2007	3	Renewable	PETERBILT	28CY	3	55000	42' at 90 deg	85-95 db	9 tons
2331	REL	2007	3	Renewable	PETERBILT	28CY	3	55000	42' at 90 deg	85-95 db	9 tons
2336	REL	2012	2	Renewable	ford	8CY	2		NA	85-95 db	6 tons
2440	ASL	2023	11	Renewable	PETERBILT	31CY	4	57500	42' at 90 deg	85-95 db	11 tons
2401	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2402	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2403	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2404	ASL	2023	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2405	ASL	2024	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 tons
2406	ASL	2024	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 Tons
2407	ASL	2024	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 tons
2408	ASL	2024	11	Renewable	PETERBILT	31 CY	4	57500	42' at 90 deg	85-95 db	11 tons
2409	ASL	2024	11	Renewable	PETERBILT	31CY	4	57500	42' at 90 deg	85-95 db	11 tons
2410	ASL	2024	11	Renewable	PETERBILT	31CY	4	57500	42' at 90 deg	85-95 db	11 tons
2411	ASL	2024	11	Renewable	PETERBILT	31CY	4	57500	42' at 90 deg	85-95 db	11 tons
2337	REL	2012	2	Renewable	Izuzu	8 CY	2	29000	NA	85-95 db	6 tons
2338	REL	2015	5	Renewable	Izuzu	8 CY	2	29000	NA	85-95 db	6 tons
2346	REL	2018	6	Renewable	PETERBILT	28 CY	3	51500	42' at 90 deg	85-95 db	8 Tons
2347	REL	2021	9	Renewable	PETERBILT	28 CY	3	51500	42' at 90 deg	85-95 db	8 Tons

2348	REL	2024	12	Renewable	PETERBILT	28 CY	4	55000	46.5 deg.	85-95 db	9 tons
2349	REL	2024	12	Renewable	PETERBILT	28 CY	4	55000	46.5 deg.	85-95 db	9 Tons
2350	REL	2024	12	Renewable	PETERBILT	28 CY	4	55000	46.5 deg.	85-95 db	9 Tons
2351	REL	2024	12	Renewable	PETERBILT	28 CY	4	55000	46.5 deg.	85-95 db	9 Tons
2352	REL	2024	12	Renewable	Izuzu	8 CY	2	29000	na	85-95 db	6 tons

a) Vehicle Specifications:

The requested vehicle specifications are identified below.

	Fuel Type	Size	# of Axles	GVWR	Capacity	# of Collection Compartments
Side Loader	Bio Fuel	31	4	57,500	10	1
Front Loader	Bio Fuel	40	4	55,000	10	1
Scout Truck	Bio Fuel	8	2	10,800	2	1
Flat Bed	Bio Fuel	12 ft	2	10,600	n/a	1
Rear Loader	Bio Fuel	28	3	54,500	8	1

b) Reduction of Air Emissions and Wear & Tear on City Streets

All collection vehicles are in compliance with CARB's low carbon alternative fuel regulations. Consistently well-maintained collection vehicles greatly cut emissions (and noise), and optimized routes reduce vehicle miles traveled and street wear and tear. Republic has partnered with its equipment manufacturers to design vehicles that have increased carrying capacity, which minimizes trips to the transfer station, reducing vehicle miles traveled.

c) Vehicle Technology: With Republic's RISE application, Republic driver and truck locations are reported at regular time and distance intervals, providing the operations team with the whereabouts and situational awareness of the fleet and all routes during the day. Additionally, Republic utilizes geo-fencing capabilities, to set geographic boundaries for routes, which trigger alerts when vehicles cross a defined geo-fence border. This assists operation team members in determining whether drivers are on pace for on-time route completion, or whether additional support must be dispatched due to unforeseen circumstances.

d) Vehicle Maintenance Program: Republic's fleet of vehicles undergoes the most extensive preventive maintenance procedures in the industry, which leads to a safer, more efficient, and environmentally sound collection process. Company vehicles undergo rigorous preventive maintenance procedures and comprehensive pre- and post-trip inspections which exceed industry standards to ensure the highest level of performance and safety while on route and minimal downtime.

e) Vehicle Maintenance Schedule: Republic's reporting system for tracking vehicle maintenance, vehicle performance, and adherence to company policies relative to such is called Dossier, which enables Republic to produce weekly reports that are used by the Fleet Maintenance Manager to monitor performance and take appropriate action steps when necessary to enforce compliance with Company policy and procedure. Some of the maintenance-related reports the Dossier system produces, and which are also covered in weekly maintenance and operations meetings are:

- Maintenance Cost per Vehicle Report (with high-cost trucks noted)
- Road Call Report

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- Towing Report
- Drive Compliance and Error Report
- Mechanic Productivity Report
- Fuel and Meter Report
- System Code Spreadsheet Report
- Preventive Maintenance (PM) Report (with overdue PM sub-report)

2. Containers

- a. Sufficiency of Capacity: We have a durable process in place to ensure the availability of collection containers that are SB 1383 compliant for our customers.

Container Dimensions			
Container	Height	Width	Depth
20 Gallon Cart	36.2"	19.8"	26.0"
32 Gallon Cart	36.5"	19.8"	26.3"
64 Gallon Cart	41.5"	24.5"	27.5"
96 Gallon Cart	43.2"	28.0"	32.1"
1 Cubic Yard Bin	41.0"	72.0"	24.0"
2 Cubic Yard Bin	41.5"	72.0"	34.5"
3 Cubic Yard Bin	50.5"	72.0"	41.5"
4 Cubic Yard Bin	57.0"	72.0"	50.5"
6 Cubic Yard Bin	57.0"	72.0"	80.0"
7 Cubic Yard Bin	57.0"	72.0"	81.0"

- b. Bin Enclosures and Limited Space: During the assessment, we will identify bin locations and access paths that allow for safe, convenient service. Right-sizing service levels can increase waste diversion, improve collection productivity, and lead to reduced costs for customers.
- d. Container Appearance: Republic takes pride in the appearance of its equipment. The condition of all containers is audited annually, on a rolling basis, and scheduled for replacement as needed. Containers that require repairs or maintenance will be delivered to Republic's local container repair facility in Richmond.
- e. Container Durability: The containers listed above are suitable for all customers. In the event of a customer's space limitations, we can provide and have demonstrated the ability to offer optional services to meet the customer's needs.
- Automated Carts: A weekly Bundled SFD Solid Waste Collection Service system with one (1) 20,32,65,95-Gallon Black Garbage Cart, one (1) 65-Gallon Blue Recyclable Materials Cart, and one (1) 65-Gallon Green Organic Waste Cart as part of the base SFD Solid Waste Collection Service.
 - Commercial Bins: Republic Services will assist commercial and multi-family customers in achieving compliance with existing and new regulations through personalized outreach and recycling technical assistance to optimize recycling and organic service levels. This includes the continued implementation of a properly signed and colored three-container system. Please refer to *the Education and Outreach section* for information pertaining to education and outreach efforts, both during transition, and ongoing.
 - Republic Services will continue to offer solid waste, recycling, and organic collection services with a variety of collection container sizes and service frequencies to meet single-family, multi-family and commercial community needs, up to six days per week. Collections will be conducted in the following container sizes: 32-, 64 and 96-gallon carts; 1- to 7- yard front load bins; 1–2-yard rear load bins: for recyclable materials, MSW, and green/food waste organics.

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- Being the incumbent in Pinole we have already implemented SB 1383 compliant programs which make our evaluation process immensely easier to accommodate each property with the proper size containers and ensure that each customer maximizes the City's participation goals.

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3. **Route Operations:** Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. Your Republic Services local operations manager is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures.

- a) **Advantages to Collection Vehicles Chosen:** All collection vehicles are in compliance with CARB's low carbon alternative fuel regulations (see appendix). Consistently well-maintained collection vehicles greatly cut emissions (and noise), and optimized routes reduce vehicle miles traveled and street wear and tear. Republic has partnered with its equipment manufacturers to design vehicles that have increased carrying capacity, which minimizes trips to the transfer station, reducing vehicle miles traveled.
- b) **Driver Responsibilities:** To ensure extreme reliability and a consistently high level of customer service, Republic Services has a quality control program called Driver Service Management (DSM). DSM includes an extensive driver-lead reporting process, accompanied by regular auditing, that is focused on safeguarding against procedural failures. DSM standards guarantee that all driver issues will be addressed and completely resolved by supervisors or management within seven days of discovery.

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- c) **Anticipated Driver Productivity:** During collection activities, drivers are instructed to make notes on their RISE tablets throughout the day. The objective of the post-route briefing is to collect all valuable route information from each driver to ensure operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining low hanging wires or dangerous dumpster locations; and maintenance will be forwarded issues such as repair and replacement needs.

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- d) **Operational Communications:** Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. Your Republic Services local operations manager is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures. We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisors, which means that items needing attention are dealt with immediately and that the supervisor knows your community intimately. In addition, our supervisors are out on the routes regularly. At least twice per week, they conduct a ride-along with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on the route, and keeps the supervisor directly aware and familiar with the nuances of the route and the community. Few, if any other companies in the industry, dedicate their operations staff to succeed in this manner.

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- e) **Driver Contamination Monitoring:**
For recycling and organic waste setouts, Republic drivers perform a periodic visual contamination check of the cart contents.

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- If **contamination** is visible, the cart will be tagged with a "Corrective Action

4045 Notice," informing the customer why they received the notice and how to
 4046 properly sort materials in the future. Subsequent infractions or ongoing
 4047 unacceptable levels of contamination will also be noticed, and a fee may be
 4048 assessed. A picture is taken with the RISE tablet and uploaded to the
 4049 customer's account.
 4050 • As with all **Corrective Action Notices** and other route events and incidents,
 4051 this information will be logged into Republic's customer database and
 4052 routinely shared with the city.

4053 f.) Annual Service Level and Billing Audit Approach

4054 Audit Plan: To additionally mitigate any impacts to our ability to provide reliable
 4055 service, Republic's customer management software application, InfoPro,
 4056 automatically generates a number of reports that are routinely reviewed by
 4057 Republic managers, most on a daily basis. These include:
 4058

4059 **Production Reports**

4060 This module includes:

- 4061 • Route Analysis
- 4062 • Route Downtime Analysis
- 4063 • Customer Service History
- 4064 • Daily Operating Summary
- 4065 • Daily Fuel Report
- 4066 • Daily Disposal Report
- 4067 • Disposal Exception Report
- 4068 • Daily Truck / Employee Replacement Report
- 4069 • Customer Service Report
- 4070 • Blocked / No Service Report

4071 These reports are used in the daily activities of the division in order to monitor
 4072 productivity and effectiveness.

- 4073 1. Route Maps: The RISE platform was built for Republic Service
 4074 employees by Republic Service employees. The RISE platform consists
 4075 of three components:
 4076 a. RISE Portal
 4077 b. RISE Map
 4078 c. RISE Tablet

4079 The heart of the platform is the RISE Portal and the RISE Map, the portal and map feature an
 4080 intuitive structure that allows users to easily assign routes, view maps, and quickly identify
 4081 assets and facilities.

4082 **The RISE Map:** quickly allows new or substitute drivers to visually understand the assigned
 4083 work through the visual representation of the proximity between customers and disposal
 4084 sites. This benefit helps eliminate unproductive time and total miles traveled, limiting impacts
 4085 on the city roads and emissions.

4086 **RISE tablet:** Republic Services rolled out RISE tablets to our industrial drivers starting in
 4087 2020 and to our commercial drivers in 2021/2022. The RISE tablets provide our drivers with
 4088 an electronic route sheet with turn-by-turn directions to ensure the most efficient route. The
 4089 navigation software uses real-time traffic conditions to avoid delays and incorporate safety
 4090 mechanisms that record the truck's height, weight, and length to ensure overpasses and
 4091 bridges can support our vehicles
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4. Safety

- a. **Staffing Safety Requirements:** Republic Services has an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 72% of the industry's Driver and Operator of the Year awards since 2009.
- b. Republic Services maintains strict compliance with all applicable DOT (includes physical, drug, and alcohol testing), OSHA, federal, state and local safety requirements while performing all work-related functions.
- c. We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate and verify employee practices constantly. .
- d. Two of Republic Services' ambitious sustainability goals are tied to specific safety metrics. These include reducing our Occupational Safety and Health Administration Total Recordable Incident Rate to 2.0 or less and
 - 1) **Training:** Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.
 - 2) **Personal Protective Equipment:** Republic Services is committed to providing the safest collection and disposal processes possible. We recognize that effective management of worker safety and health protection is a decisive factor in reducing the extent, severity, and cost of work-related injuries and illnesses. Eye, face, head, hand, and high visibility PPE is required to be worn when applicable.

5. Reporting

- a. **Detailed monitoring and reporting:**
Republic Services as the responsible agent to fulfill several of its responsibilities under AB 341, AB 939, AB 1594, and SB 1383. However, Pinole cannot delegate its authority to Republic Services for the imposing of civil penalties to non-compliant generators.
- b. **Method Used to Track Tonnage:** It is required that all collection vehicles are weighed daily after collection at each of the designated post-collection facilities. All truck weights are captured, reported, and maintained through our PC Scales software.

Process for Reporting Complaints: We track all service recipient complaints through our InfoPro system and record notes within the customer's account. Should there be any disputes we will provide the full-service log to the Cities as required by the RFP. Please refer to our Customer Service Plan for a detailed process on the protocols for all customer service interactions

Exhibit 7

Processing and Disposal Facilities

Dictated by the terms of the West Contra Costa County Integrated Waste Management Authority Post-Collection Agreement.

For the purposes of this Agreement, it is assumed that all processing and disposal facilities are those currently used by the City as per the terms of the West Contra Costa County Integrated Waste Management Authority Post-Collection Agreement. These facilities may change in accordance with Section 30.01.A.

West County Resource Recovery – Recycling Center

- Address: 101 Pittsburg Ave. Richmond, CA 94801

- Owner/ Operator: Republic Services

- Permit Status: Current**

- Permitted Capacity: 1,200 tons per day

Republic Services has equipped the West County Resource Recovery Center with cutting-edge sorting technology, capable of processing over 200 tons of residential, commercial, and industrial recycling daily. This innovation helps meet the growing demand for recycling and empowers our customers to achieve their sustainability goals. WCRR also provides CRV recycling buyback, mattress recycling for member agency cities of the West County JPA, and Household Hazardous Waste (HHW) drop-off for all residents of West Contra Costa County. Compost giveaway is offered once a month for West County residents.

Household Hazardous Waste Facility

- Address: 101 Pittsburg Ave. Richmond, CA 94801

- Owner/ Operator: Republic Services

- Permit Status: Current** Permitted Capacity: no tons per day limit

The HHW facility offers no-cost (SFD) drop offs of common household hazardous waste materials such as automotive fluids, batteries, fluorescent light bulbs, paints, stains, solvents, etc. Drop off is currently available to all West Contra Costa County residents. Additionally, mattresses, box springs, and futons may also be dropped off at the HHW facility by Richmond.

Golden Bear Transfer Station

- Address: 1 Parr Blvd, Richmond, CA

- Owner/ Operator: Republic Services

- Permit Status: Current**

- Permitted Capacity:

BAAQMD Tonnage: 2,000 tpd; 730,000 tpy

4178 SWFP Tonnage: 1,000 tpd 7-day average; peak of 1,400 tpd. tonnage not to go over 7,000
 4179 tons per week.

4180 – SWFP Trips: 1,706 vehicle trips per day

4181 The Golden Bear Transfer Station processes approximately 440 tons of municipal solid
 4182 waste (MSW) per day. Materials such as metals, mattresses, tires, electronics, and carpet are
 4183 diverted from the MSW pile and recovered for recycling purposes.

4184 West Contra Costa Sanitary Landfill Organics Material Processing Facility

4185 ▪ Address: 1 Parr Blvd, Richmond, CA

4186 ▪ Owner/ Operator: Republic Services

4187 ▪ Permit Status: In Review**

4188 ▪ Permitted Capacity:

4189 – SWFP Tonnage: 1,134 tons/day maximum

4190 – BAAQMD Permit Tonnage: 130,000 tons across any consecutive 12-month period

4191 WCCSL's 2017 CASP upgrade processes 325 tons of organics daily, achieving 50%
 4192 faster composting, 25% water reduction, and 95% lower emissions compared to the old system.

4193 West Contra Costa Sanitary Construction and Demolition Recycling Facility

4194 ▪ • Address: 1 Parr Blvd, Richmond, CA

4195 ▪ Owner/ Operator: Republic Services

4196 ▪ Permit Status: In Process**

4197 ▪ Permitted Capacity:

4198 – SWFP Tonnage: 196 tons/day or 51,000 tons/year

4199 – BAAQMD Tonnage

4200 ♦ Concrete: 30,000 tons across any consecutive 12-month period

4201 ♦ Wood: 19,000 tons across any consecutive 12-month period

4202 The C&D facility accepts concrete, dirt, clean wood, and mixed C&D debris for recovery.
 4203 On average, the facility processes approximately 27 tons of material per day.

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Exhibit 8 Sustainability and Compliance Plan

Meeting Diversion Requirements

Diversion Programs SFD

Republic Services shall continue to offer the following collection programs to Single Family Dwellings, Multi-Family Dwellings, commercial, and industrial customers.

- Green Container for Commingled Organic Waste
 - Only food waste, yard waste, green waste, and food-soiled paper allowed in each container.
- Blue Container for Recyclables
 - Traditional recyclables, such as bottles, cans, plastics, and organic waste such as paper and cardboard
- Black Container for Non-Organic Waste
 - Items destined for a landfill that cannot be recycled or composted (including animal waste)

MFD & Commercial Diversion Programs

Republic Services offers a wide range of recycling program container sizes, frequencies, and opportunities for reduced MSW collections from customers' current service levels:

- Website availability of diversion requirements Tips to becoming a better recycler.
- Recycling insights and information
- (PBS) Where does your recycling go? Recycling Simplified
- Sustainability program leader initiative
- MFD service guides
- MFD brochures
- MFD toolkit
- Posters, guides, stickers, bin labeling – Sustainability Advisors shall provide this material during initial site visit and as needed in the future.
- Waste presentations and trainings – Sustainability Advisors will provide waste trainings to staff, managers, janitors, etc. to encourage proper sorting and program participation.

Republic intends to be a fully active and committed partner to educate the customer base, enrolling them in required recycling programs and shifting away from the voluntary mindset to comply with the law. To achieve this, it is recommended that the city establish a mandatory participation ordinance with enforceable actions to ensure joint success.

Bulky Waste Diversion Program: On-call curbside household bulky items & electronic waste pickup:

- Mattresses
- TVs
- White goods (refrigerators, washers, dryers, household appliances)

We utilize two of our facilities: the Household Hazardous Waste Facility to divert mattresses, box springs, and futons and the Golden Bear Transfer Station to divert materials such as metals, white goods, mattresses, tires, electronics, and carpet.

4248 **C&D Waste Diversion Program**

4249 For construction and demolition projects, services will be performed in a manner that complies with
4250 CalGreen requirements, which currently includes a 65% minimum diversion rate stipulation at all covered
4251 projects.

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4253 **Air Emission Reduction**

4254 All collection vehicles are in compliance with CARB's low carbon alternative fuel regulations. Consistently
4255 well-maintained collection vehicles greatly cut emissions (and noise) reducing wear and tear on City
4256 Streets. Optimized routes reduce vehicle miles traveled and street wear and tear. Republic has partnered
4257 with its equipment manufacturers to design vehicles that have increased carrying capacity, which
4258 minimizes trips to the transfer station, reducing vehicle miles traveled.

4259 **Environmental Stewardship**

4260 We use renewable fuel vehicles for all collection activities.

4261 **Recycled Products – Operations**

4262 Vehicle fluids recycling - We recycle all capturable vehicle fluids through a local vendor allowing for
4263 circularity of any necessary hydrocarbon fluids.

4264 **Maintenance core returns**

- 4265
- Most parts used within our trucks use "cores" which can be refurbished and reused within a future remanufactured part.
- 4266
- Use of local parts vendors to reduce GHG emissions
- 4267
- In order to maintain our fleet in the most efficient manner and support the local vendor network we primarily source our parts from local vendors which has a beneficial effect of reducing GHG emissions from shipping parts over long distances.
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4271 **Metal recycling.** We take every opportunity to recycle metals within our maintenance processes to avoid
4272 wasteful introduction of primary metals and recover some of our cost of purchase, thereby reducing rates
4273 to service recipients.

4274 **Tire recycling.** All tires that are worn to the point of being removed from service or irreparably damaged
4275 are diverted from landfills via partnering with our tire partner.

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4277 **Water and Power Conservation /Waste Reduction and Reuse**

- 4278
- 3 stream system set up in breakrooms to capture all food waste, recycling, and trash
 - Each desk area has recycling baskets
 - Recycling baskets are readily available at all printer stations around the office.
 - Nearly all employees have their own reusable water bottle.
 - Kitchen is stocked with re-usable cups, plates, and utensils to minimize single use waste
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- 4283
- E-waste (laptops, cell phones, keyboards, printer ink) is returned to IT for recycling and internal reuse
- 4284
- Batteries and other HHW are collected and dropped off to the HHW facility in Richmond
 - Electricity is reduced after hours and weekends
- 4285
- 4286
- Upgraded water system – integrated filtration system that eliminates the need for single use plastic water bottles and water jugs
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- 4288

4289 Our office fosters a culture of sustainability through a comprehensive waste reduction and recycling
4290 program. Breakrooms boast a 3-stream system for food scraps, recyclables, and general trash, while
4291 personal recycling baskets sit at every desk. Printer stations are equipped with readily available recycling
4292 bins, and nearly all employees carry their own reusable water bottles, minimizing single-use plastic. The

kitchen is stocked with reusable plates and utensils, minimizing single-use waste. Even electronics get a second life through responsible e-waste recycling by the IT team. Responsible energy use extends to after-hours and weekends with reduced electricity consumption, and a state-of-the-art water filtration system eliminates the need for plastic water bottles. Additionally, the commitment to sustainability extends beyond waste, with electricity being conserved after hours and weekends, demonstrating our dedication to both environmental and economic responsibility.

Innovative “Green Approach”

Innovative Facilities

Polymer Center Plastic Circularity – Polymer Center with increasing desire to address the plastic recycling challenges, Republic Services offers a unique and leading ability to enable greater plastic circularity for our municipalities. There is a growing gap in the North American supply chain for recovered plastics to serve Consumer Packaged Goods (CPG) manufacturers' increasing goals as well as state legislation mandating circularity. This is driven by the inability for traditional recycling centers to generate the CPG level quality that manufacturers need, as well as the barrier that exist for a third party to aggregate enough volume to make such business economically viable. Republic Services has a solution for this challenge.

Understanding the Market

Plastic packaging in North America faces a challenge to achieve circularity in recycling. For example, the likelihood of a water bottle in America becoming another water bottle is slim. This is attributed to three key factors: 1) public education, 2) lack of proper recycling opportunities, and 3) the ability of the plastic material to be properly separated and aggregated into a quality that manufacturers can accept into their production lines. Public education and proper recycling opportunities are tightly coupled. Typical PET water bottles for instance, are designed for convenience, and are likely disposed of away from home in waste containers destined for a landfill. Municipalities that work on public education, as well as comprehensive placement of recycling containers throughout the municipality, create a much higher probability that plastics will make their way to a modern recycling center, rather than a landfill. However, once plastics arrive at a modern recycling center, the technology design at these facilities yields a bale that contains a mix of cross-contamination, which means the bale contains plastic grades that are not optimized for the increasing CPG goals and quality requirements. Currently, a majority of PET that is recovered in a modern recycling center is “downcycled” into carpet and textiles. Of roughly 14 million tons of North American consumer packaging plastics that are generated every year, 10M tons are landfilled, and 2M tons are incinerated. Of the 2M tons that are recovered through modern recycling programs and centers, 1.7M tons are “downcycled,” while only 0.3M tons (2%) can achieve circularity.

Covered Aerated Static Pile (CASP) System

In 2017, WCCSL transitioned from a windrow compost system to a Covered Aerated Static Pile (CASP) system. The new CASP system utilizes components directly from landfill gas collection system equipment including HDPE headers and aerators, blower systems, and state-of-the-art SCADA system temperature and moisture controls. Advantages of the CASP are up to 95% reduction in emissions when compared to the windrow system, 50% reduction in composting time, and 25% reduction in water use. The facility receives approximately 85,000 tons per year (or about 325 tons per day) of organics. All facilities are local. Compost is donated back to the community via compost giveaways.

Exhibit 9

Education and Outreach Plan

Prior to Service Start Activities

1. Notification to all customers of the new contract
2. Include language on future communications detailing any new and enhanced services.
3. Update Republic Services website with new agreement programs and services.

Implementation Programs

Schedule of Materials/Service Brochures/Site Visits

Republic Services will implement and distribute the following education and outreach materials currently in practice:

1. Recyclability of materials brochure
2. Acceptable/unacceptable organics brochure
3. Technical assistance site visits (at least 20 phone calls per month and 40 site visits across all commercial customers. Each customer will be visited once every five years.)
 - How-to posters (distributed during site visits) Public events and booths (on-call)
 - Various outreach (on-call):
 - Social Media
4. HOAs
5. Civic Groups
6. Annual service brochures mailed to all new customers.
7. Quarterly newsletters (value added service offering by Republic Services)
8. City specific website (ongoing)

Community Meetings: Republic Services may schedule meetings and/or public presentations to HOAs, business and neighborhood groups, volunteer organizations, etc. to provide recycling-related information and encourage compliance with programs/mandatory collection services.

Written Notices and Outreach Material: Service guides shall be mailed to each new customer which include Republic Services' Residential Service Guide. This service guide outlines sorting of materials for proper disposal shown through both text and images. It shall also outline the proper handling of universal and hazardous wastes, proper cart set-out procedures, weekly collection schedule, holiday schedule and additional resources for customers. Republic Services shall prepare and distribute an annual mailer promoting compost giveaways, Christmas tree collection, and other collection activities. The direct mail piece shall include the date and time of each event, regular weekly collection schedule, acceptable materials for collection and any relevant set-out instructions. Republic Services shall prepare and distribute quarterly newsletters to all customers that creatively inform residents and businesses about collection and waste reduction programs.

City, School, Facilities, and Business Community Programs: In pursuit of maximizing waste diversion within the City of Pinole, Republic Services, proposes a multifaceted approach encompassing targeted community campaigns and empowered Sustainability Advisors. Republic Services proposes the following:

1. Increase diversion through targeted campaigns.
2. Comprehensive service guide for commercial customers and staff
3. Maximize diversion and compliance via site visits, waste audits and contamination tags.
4. Highlight and award exemplary commercial businesses.
5. Offer interior recycling.

4380 **City Staff Training:** We will commit to collaborating with city staff and developing training education
4381 materials tailored to the city staff, public works facilities, and processes to achieve the highest level of
4382 diversion.

4383 **Engaging residents of MFDs:** To empower the City of Pinole MFD communities to become active
4384 participants in responsible waste management, Republic Services has established a comprehensive
4385 recycling initiative built on three pillars: information, engagement, and convenience. To achieve ambitious
4386 state diversion goals, Republic Services prioritizes aggressive public education, particularly targeting
4387 MFDs. Through dedicated outreach efforts, we empower MFDs to become active participants in
4388 responsible waste management:
4389

4390 **Engaging Spanish-speaking residents:**
4391 Translating educational materials into Spanish.
4392 Recognizing diverse voices, Spanish presentations may be delivered by bilingual Sustainability Advisors
4393 and shall ensure inclusivity for ESL students, effectively educating and engaging a broader audience to
4394 participate in waste diversion.
4395

4396 **Methods to Reduce Contamination:**
4397 Produce and distribute Multi-Family Service Guide and other collateral materials designed specifically to
4398 reach multi-family residents. These items shall describe topics such as: how to prepare and sort materials
4399 for disposal collection
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Exhibit 10

Acceptable Recyclable Materials

Recyclable Materials include, but are not limited to:

1. Aluminum cans	17. Magazines/catalogs
2. Aerosol cans	18. Mixed plastics (including rigid plastic packaging and other food containers)
3. Aseptic containers	19. Newspaper
4. Brochures	20. Paper
5. Cardboard	21. Paper tubes
6. Cereal boxes	22. Phone books
7. Clothes hangers (both plastic and metal)	23. Pizza boxes
8. Computer paper	24. Plastic containers #1-#7
9. Coupons	25. Plastic film and wrapping
10. Envelopes	26. Plastic milk jugs
11. Frozen food boxes and trays	27. Plastic bags
12. Glass bottles/jars	28. Polystyrene (Styrofoam)
13. Glass cosmetic bottles	29. Tin cans
14. Juice and milk cartons	30. Tissue boxes
15. Junk mail	31. Wrapping paper
16. Laundry bottles	

4405