

## **RESOLUTION NO. 2023-115**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, APPROVING THE SECOND AMENDED AND RESTATED FRANCHISE AGREEMENT WITH USA WASTE OF CALIFORNIA, INC. FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, ESTABLISHING RATES FOR SOLID WASTE SERVICES, AND AUTHORIZING AUTOMATIC INFLATION AND OTHER INFLATIONARY PASS-THROUGH ADJUSTMENTS FOR A PERIOD OF FIVE YEARS**

**WHEREAS**, California Public Resources Code Section 40059 authorizes cities to award exclusive franchises for the collection of solid waste, and to determine the procedure by which such franchises will be awarded; and

**WHEREAS**, in 2016, the State approved Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act (“SB 1383”), which requires the California Department of Resources Recycling and Recovery (“CalRecycle”) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (“SB 1383 Regulations”) place requirements on multiple entities including the City, residential households, commercial businesses, commercial edible food generators, haulers, self-haulers, facility operators, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

**WHEREAS**, SB 1383 places significant new requirements on jurisdictions to ensure all generators recycle organic materials, monitor and minimize contamination, reduce edible food waste, procure organic-content products, conduct outreach, and monitor and report on waste generator compliance; and

**WHEREAS**, on or about July 5, 2006, the City and USA Waste of California, Inc. (“Waste Management”) entered into that certain Amended and Restated Exclusive Franchise Agreement Between the City of Corona and USA Waste of California, Inc. for Solid Waste Handling Services (“Existing Franchise Agreement”); and

**WHEREAS**, the Existing Franchise Agreement is set to expire on November 1, 2026 pursuant to the terms and conditions set forth in Section 8(C) of the Existing Franchise Agreement; and

**WHEREAS**, the City’s Utilities Department staff and Waste Management representatives undertook good faith negotiations which resulted in a Second Amended and Restated Franchise Agreement Between the City of Corona and USA Waste of California, Inc. for Solid Waste Collection Service (“New Franchise Agreement”), which includes new services and terms that will facilitate compliance with the requirements of SB 1383; and

**WHEREAS**, the New Franchise Agreement also includes a new, increased or modified rates for solid waste collection (“Rates”) that are based on the container size, number of containers, type of materials accepted in the containers, and frequency of collection; and

**WHEREAS**, the amount of the Rates will not exceed the proportional cost of the service attributable to each parcel upon which they are proposed for imposition; and

**WHEREAS**, the Rates will not be imposed on a parcel unless the services are actually used by, or immediately available to, the owner or tenant of the parcel; and

**WHEREAS**, California Constitution article XIII D, section 6 (“Article XIII D”), which was enacted by Proposition 218 requires that prior to imposing any increase to the Rates, the City shall provide written notice (“Notice”) by mail of: (1) the proposed increases to such Rates to the record owner of each parcel upon which the Rates are proposed for imposition and any tenant directly liable for payment of the Rates; (2) the amount of the Rates proposed to be imposed on each parcel; (3) the basis upon which the Rates were calculated; (4) the reason for the Rates; and (5) the date, time, and location of a public hearing (“Hearing”) on the proposed Rates; and

**WHEREAS**, pursuant to Article XIII D such Notice is required to be provided to the affected record owners and any tenant directly liable for the payment of the Rates not less than 45 days prior to the Hearing on the proposed Rates; and

**WHEREAS**, the Notice was mailed in accordance with Article XIII D; and

**WHEREAS**, on November 15, 2023, the City Council held the Hearing, heard and considered all oral testimony, written materials, and written protests concerning the establishment and imposition of the proposed Rates, and at the close of the Hearing the City did not receive written protests against the establishment and imposition of the Rates from a majority of the affected record owners upon which the Rates are proposed for imposition or tenants who are directly liable for the payment of the Rates; and

**WHEREAS**, Section 8.20.130 of the Corona Municipal Code requires that solid waste rates shall be determined from time to time by an ordinance or resolution adopted by the City Council; and

**WHEREAS**, Government Code section 53756 authorizes the City to adopt a schedule of fees that includes automatic adjustments to the fees and charges for refuse collection services for a period not to exceed five years based upon a clearly defined formula for adjusting for inflation, provided that notice of any future adjustments is given to the tenant and/or record owner at least 30 days prior to the effective date of the adjustment; and

**WHEREAS**, the City Council now desires to approve the New Franchise Agreement, establish and impose the proposed Rates, and authorize automatic adjustments to the Rates for a period not to exceed five years based upon inflationary changes and changes in the



processing or disposal fees imposed by the recycling, organic waste or landfill facilities where Waste Management transports such waste, which are based upon inflationary adjustments.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, AS FOLLOWS:**

**SECTION 1.** The foregoing Recitals are true and correct and are incorporated herein by this reference.

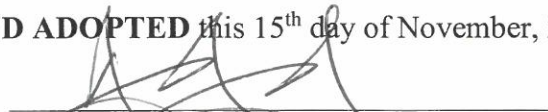
**SECTION 2.** The City Council of the City of Corona hereby approves the Second Amended and Restated Exclusive Franchise Agreement Between the City of Corona and USA Waste of California, Inc. for Solid Waste Collection Service attached hereto as Exhibit "A" and incorporated herein by reference.

**SECTION 3.** The Rates shown in Exhibit "B" are hereby approved and shall be the solid waste, recycling, and organic waste collection rates to be charged by Waste Management to customers in the City. The rates in Exhibit "B" shall take effect on January 1, 2024, and remain in effect until amended by the City Council subject to the requirements of the New Franchise Agreement.

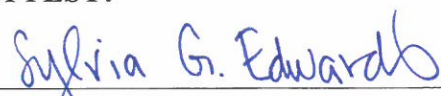
**SECTION 4.** Pursuant to Government Code section 53756, beginning July 1, 2024, and each July thereafter for a five-year period, through and including July 1, 2029, the Rates adopted herein shall automatically adjust based upon (1) percentage change in the changes in the Consumer Price Index CUURS49CSA0 (CPI-U) for All Urban Consumers, All Items in Riverside-San Bernardino-Ontario, CA, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics during the immediately prior December to December period; and (2) changes in processing or disposal fees imposed by the recycling, organic waste or landfill facilities where Waste Management transports such waste that are based upon inflationary adjustments. Notice of any future adjustments to the Rates based upon such inflationary adjustments and/or recycling, organic waste or landfill facilities fees will be provided by Waste Management at least 30 days prior to the effective date of such adjustments in the manner required by Government Code section 53755(a). In no event may an annual adjustment exceed the cost of providing solid waste collection services.

**SECTION 5.** The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and this Resolution shall take effect and be in force on the date of its adoption.

**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of November, 2023.

  
\_\_\_\_\_  
Mayor of the City of Corona, California

**ATTEST:**

  
\_\_\_\_\_  
City Clerk of the City of Corona, California

**CERTIFICATION**

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 15<sup>th</sup> day of November, 2023 by the following vote:

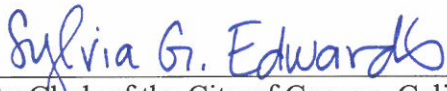
**AYES: CASILLAS, DADDARIO, RICHINS, SPEAKE, STEINER**

**NOES: NONE**

**ABSENT: NONE**

**ABSTAINED: NONE**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 15<sup>th</sup> day of November, 2023.

  
\_\_\_\_\_  
City Clerk of the City of Corona, California

[SEAL]

**EXHIBIT A**

**SECOND AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT**

[SEE ATTACHED 149 PAGES]



**Second Amended and Restated  
Franchise Agreement  
Between  
The City of Corona  
And  
USA Waste of California, Inc.**

**For  
Solid Waste Collection Service**

**November 15, 2023**

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**SECOND AMENDED AND RESTATED  
AGREEMENT FOR  
FOR SOLID WASTE HANDLING SERVICES**

This SECOND AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE COLLECTION SERVICE ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Corona ("City"), a California municipal corporation, and USA Waste of California, Inc, a Delaware corporation ("Contractor"), for the Collection, Transportation, Recycling, Processing, Composting, and Disposal of Solid Waste, Recyclables and Organic Materials.

**RECITALS**

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, pursuant to California Public Resource Code Section 40059(a)(1), the City Council of the City of Corona has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste enterprise for solid waste collection, recycling and disposal in residential, commercial and industrial areas of the city; and

WHEREAS, Public Resources Code Section 40059 permits the City to impose terms and conditions on the award of a solid waste franchise if, in the opinion of the governing body, the public health, safety and well-being require the imposition of those terms and conditions; and

WHEREAS, Contractor has represented and warranted to City that it has the experience, responsibility, and qualifications to provide solid waste handling services and recyclable materials handling services, as defined in Public Resources Code Section 49505 and as described herein; and

WHEREAS, the City Council of the City of Corona declares its intention of maintaining reasonable rates for collection and disposal of solid waste within City limits; and

WHEREAS, City awarded to Contractor a franchise agreement originally dated July 5, 2006 with four separate amendments dated June 20, 2007; June 5, 2009; May 17, 2017



and June 21, 2017, (collectively, the "Prior Agreements") which agreements are still in effect; and

WHEREAS, the parties wish to supersede all of the prior agreements and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereby agree as follows:

## **1 Definitions**

Whenever any term used in this Agreement has been defined by Chapter 8.20 of the Corona Municipal Code, the California Code of Regulations, or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Corona Municipal Code, California Code of Regulations, or Public Resources Code shall apply unless the term is otherwise defined in this Agreement. Nothing contained herein shall be interpreted to require the Contractor to undertake any conduct, which is contrary or in conflict with federal, State or local law.

### **1.1 AB 341**

"AB 341" ("Assembly Bill 341") means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), as it may be amended from time to time.

### **1.2 AB 939**

"AB 939" means the California Integrated Waste Management Act of 1989, codified (Public Resources Code section 40000 et. Seq.), as it may be amended from time to time.

### **1.3 AB 1826**

"AB 1826" means Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), as it may be amended from time to time.

### **1.4 Abandoned Items**

"Abandoned Items" means Solid Waste abandoned in the public right-of-way and on public premises to be Collected by Contractor pursuant to Section 5.5.2.

### **1.5 Affiliate**

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) that are directly or indirectly related to the Contractor by virtue of direct or indirect ownership interest or common management. An Affiliate shall include a business in which the Contractor owns a direct or indirect ownership interest, a business that has a direct or indirect ownership interest in the Contractor and/or a business that is also owned, controlled, or managed by any business or individual that has a direct or indirect ownership interest in the Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section

318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded, and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

#### **1.6 Agreement**

"Agreement" means this Second Amended and Restated Franchise Agreement between the City and the Contractor for the Collection, Transportation, Recycling, Processing and Disposal of Solid Waste including all exhibits and attachments. hereto.

#### **1.7 Applicable Law**

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

#### **1.8 Back-haul**

"Back-haul" means generating and transporting Recyclable Materials or Organic Waste by the Waste Generator to a destination owned and operated by Waste Generator using the generator's own employees and equipment.

#### **1.9 BASIC Score**

"BASIC Score" means the Behavior Analysis and Safety Improvement Category percentile score assigned to motor carriers and determined by the Federal Motor Carrier Safety Administration's Safety Measurement System. BASIC Scores are also known as "CSA Scores." BASIC scores are calculated on a zero to 100 percentile scale, with 100 indicating the worst performance and zero indicating the best performance.

#### **1.10 Bin**

"Bin" means a container with hinged lids and wheels and a capacity from two (2) to six (6) cubic yards.

#### **1.11 Bin Collection Service**

"Bin Collection Service" means using Bins to provide Solid Waste Collection Services to Customers that require Bin Collection service on a regular, ongoing, and indefinite basis.

### **1.12 Blue Container**

“Blue Container” means a Bin or Cart with a blue lid and/or body used to store and Collect Source Separated Recyclable Materials. The phrase “Blue Cart” as used in this Agreement specifically means a Cart meeting the color requirements of 14 CCR Section 18984.7 designated for the disposal and Collection of Source Separated Recyclable Materials.

### **1.13 Bulky Waste**

“Bulky Waste” means Solid Waste that cannot or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); White Goods (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, small household appliances and other similar items); E-waste (including stereos, televisions, laptop computers, computers and computer monitors, microwaves and other similar items discarded from Premises; fluorescent bulbs; household batteries; and clothing. Bulky Items include tree trunks and large branches that do not exceed two (2) feet in diameter or four (4) feet in length. Bulky Items do not include Green Waste that is bundled and placed for Collection. Bulky Items do not include car bodies, auto parts, tires, Construction and Demolition Debris, or any items reasonably requiring more than two persons to remove safely without the use of special equipment.

### **1.14 C&D**

“C&D” means Construction and Demolition Debris.

### **1.15 C&D Processing Facility**

“C&D Processing Facility” means any facility that is designed, operated, and legally permitted for the purpose of receiving and Processing Construction and Demolition Debris.

### **1.16 California Code of Regulations (CCR)**

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

### **1.17 CalRecycle**

“CalRecycle” means California's Department of Resources Recycling and Recovery, which is authorized to implement and enforce state laws related to waste and recycling.

### **1.18 Cart**

“Cart” means a plastic container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 32-gallons and no greater than

101-gallons. Cart sizes vary depending on the manufacturer, and any reference to Cart sizes in this Agreement is an approximation.

#### **1.19 Cart Collection Service**

“Cart Collection Service” means collection service using Carts. This includes service provided to Single-Family Residential (excluding those Single-Family Residential Premises Customers that elect to use Bin Collection service), Customers on Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, and Customers on Multi-Family Premises with individual storage capacity to store Carts with access to curbside service from side-loading collection vehicles.

#### **1.20 City**

“City” means the City of Corona and all the territory within its city limits.

#### **1.21 City Manager**

“City Manager” means the City Manager or his or her designee.

#### **1.22 Collect / Collection**

“Collect or Collection” means the operation of gathering together and transporting discarded Solid Waste to the point of Disposal.

#### **1.23 Commercial Business or Commercial**

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Premises. A Multi-Family development that consists of fewer than five (5) units is not a commercial business for purposes of this chapter.

#### **1.24 Commercial Edible Food Generators**

“Commercial Edible Food Generators” means a Commercial Premises that generates Recoverable Edible Food including a Tier One or a Tier Two Commercial Edible Food Generator as set forth in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations, and Food Recovery Services, are not Commercial Edible Food Generators.

#### **1.25 Commercial Premises**

“Commercial Premises” means premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, commercial and industrial construction and demolition activities, but excluding residential premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations, but are not the



primary use of the property. For purposes of this chapter, the following types of properties are commercial premises: Multi-Family Premises, assisted living facilities, convalescent homes, dormitories, extended stay motels, group residential facilities, group care facilities, hostels, Hotels, and Motels. A Residential Premise that consists of fewer than five (5) Dwelling units is not a Commercial Premises.

#### **1.26 Community Composting**

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

#### **1.27 Compactor**

“Compactor” means any Bin or Roll-off Box that has a compaction mechanism, whether stationary or mobile.

#### **1.28 Complaint**

“Complaint” means a communication delivered to Contractor from a Customer or City indicating services have not been performed in accordance with this Agreement, or otherwise expressing dissatisfaction with service.

#### **1.29 Compliance Review**

“Compliance Review” means a review of records of a Commercial Premises by Contractor to determine compliance pursuant to Section 6.8 of this Agreement.

#### **1.30 Compostable Plastics**

“Compostable Plastics” means food-service and food-packaging plastic materials or plastic bags used for collecting organics material that are placed in the Green Container and transported to a compostable material handling operations or facilities, in-vessel digestion operations or other facility provided the organic waste processing facility accepts the material and has provided written notification annually to the City stating that the facility can process and recover that material for composability, as defined in 14 CCR Section 18984.1(a)(1)(A) for three container systems.

#### **1.31 Compost or Composting**

“Composting or Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

### **1.32 Construction and Demolition Debris (C&D)**

“Construction and Demolition Debris” (“C&D Debris”) means any Solid Waste generated at a Premises that is directly related to construction or demolition activities. These activities include, but are not limited to, construction, demolition, remodeling, grading, land clearing, or renovation on any Residential, Commercial, institutional or industrial building, road, driveway, walkway, or other structure. C&D debris includes but is not limited to concrete, asphalt paving, asphalt roofing, lumber, gypsum board, rock, soil, and metal.

### **1.33 Container**

“Container” means any and all types of Solid Waste receptacles, including Carts, Bins, and Roll-off Boxes.

### **1.34 Container Contamination**

“Container Contamination” or “Contaminated Container” means a Container, regardless of color, that contains Prohibited Container Contaminants, or Excluded Waste.

### **1.35 Contamination Occurrence**

“Contamination Occurrence” means a circumstance when a Container at a Customer Premises on a single day contains Prohibited Container Contaminants or Excluded Waste, and: (i) that circumstance has been documented via photographic or video evidence, and (ii) the Customer has been notified.

### **1.36 Contamination Fee**

“Contamination Fee” shall mean an amount charged by Contractor to Customers to offset Contractor’s additional costs or diminished revenue due to Container Contamination.

### **1.37 Contractor**

“Contractor” means USA Waste of California, Inc. DBA Waste Management of the Inland Empire, the entity granted the franchise pursuant to this Agreement.

### **1.38 Contractor Compensation**

“Contractor Compensation” means the amounts billed to Customers by the Contractor or amounts paid to Contractor in return for providing services in accordance with this Agreement and any amendments to this Agreement.

### **1.39 CPI**

“CPI” means the Consumer Price Index CUURS49CSA0 (CPI-U) for All Urban Consumers, All Items in Riverside-San Bernardino-Ontario, CA, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics

#### **1.40 Customer**

“Customer” means any Person receiving Solid Waste Collection service from Contractor within the City pursuant to this Agreement. the person arranging for Solid Waste Collection services pursuant to this Agreement, or the Person obligated to pay Contractor for Solid Waste Collection Service rendered in accordance with this Agreement, as the case may be.

#### **1.41 Disaster**

“Disaster” means a sudden regional, statewide, nationwide, or worldwide event, such as an accident or a natural catastrophe, that causes great damage or loss of life, or that significantly stops, or impacts the normal ongoing operations of Solid Waste Collection in the City. Disaster may include, but is not limited to floods, earthquakes, epidemics, pandemics, quarantine restrictions, landslides and fires or other catastrophic events that are beyond the reasonable control of Contractor. Disaster does not include Labor Unrest as described in Section 12.6.

#### **1.42 Disposal**

“Disposal” means the final deposit of Solid Waste at a landfill or facility permitted to accept such material.

#### **1.43 Disposal Facility**

“Disposal Facility” means a designated fully permitted landfill(s) or other such sites approved by the City for the Disposal of Solid Waste Collected under the Terms of this Agreement.

#### **1.44 Diversion**

“Diversion” means any combination of waste prevention (source reduction), Recycling, reuse and Composting activities that reduces waste disposed at landfills, provided such activities are recognized by CalRecycle as Diversion in its determination of the City's Diversion targets and compliance with AB 939.

#### **1.45 Dwelling Unit**

“Dwelling Unit” means a building or a portion thereof, designated for residential occupation by one person or a group of two or more persons living together as a domestic unit. Types of dwellings include Single-family Premises, duplexes, Multi-Family Premises, mobile homes, condominiums, and townhouses.

#### **1.46 Edible Food**

“Edible Food” means food intended for human consumption. For the purposes of this chapter Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this

chapter requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code (California Health and Safety Code §§ 113700 *et seq.*).

#### **1.47 Effective Date**

“Effective Date” is January 1, 2024, provided that all conditions set forth in Section 3.6 have been satisfied, and the agreement has been properly executed.

#### **1.48 Electronic or E-Waste**

“Electronic Waste” or “E-Waste” means electronic devices as defined in 22 CCR § 66273.9, including but not limited to computers, televisions, VCRs, stereos, copiers, fax machines, and other “covered electronic devices” as defined in Public Resources Code Section 42463. E-Waste does not mean a major appliance, as defined in Public Resources Code Section 42166, White Goods, or other devices which are: (1) comprised largely of metals; (2) qualify as “scrap metal” as defined in 22 CCR § 66260.10; and (3) are recycled.

#### **1.49 Environmental Laws**

“Environmental Laws” means all federal and State statutes, county, local and City ordinances concerning public health, safety and the environment applicable to the City including, by way of example and not limitation, The National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 *et seq.*; the Resource Conservation and Recovery Act, 42 USC §6902 *et seq.*; the Federal Clean Water Act, 33 USC §1251 *et seq.*; the Toxic Substances Control Act, 15 USC §1601 *et seq.*; the Occupational Safety and Health Act, 29 USC §651 *et seq.*; the California Hazardous Waste Control Act, California Health and Safety Code §25100 *et seq.*; the California Toxic Substances Control Act, California Health and Safety Code §25300 *et seq.*; the Porter-Cologne Water Quality Control Act, California Water Code §13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 *et seq.*; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

#### **1.50 Excluded Waste**

“Excluded Waste” means Hazardous Substances, Hazardous Waste, infectious waste, designated waste, Special Waste, Universal Waste, volatile, corrosive, Medical Waste, infectious, biohazardous, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its waste generators, reasonably believe(s) would, as a result of or upon acceptance, Transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills



or accepted at the facility by permit conditions, waste that in the Contractor's opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or the City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in solid waste generated at residential premises after implementation of programs for the safe Collection, Processing, Recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

#### **1.51 Facility**

"Facility" means any properly permitted plant or site, owned, or leased and maintained, operated or used by the Contractor for purposes of performing under this Agreement.

#### **1.52 Food Recovery**

"Food Recovery" means actions to Collect and distribute food for human consumption which otherwise would be disposed.

#### **1.53 Food Recovery Organization**

"Food Recovery Organization" means an entity that primarily engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, as defined in 14 CCR Section 18982(a)(26), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

#### **1.54 Food Recovery Service**

"Food Recovery Service" means a Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, as defined in 14 CCR Section 18982(a)(27).

#### **1.55 Food Scraps**

"Food Scraps" means discarded food that will decompose and/or putrefy and is segregated for Collection and Recycling. Food scraps includes, but is not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

#### **1.56 Food-Soiled Paper**

“Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as compostable paper plates, paper coffee cups, napkins, and pizza boxes. Food-Soiled Paper does not include non-compostable Paper.

#### **1.57 Food Waste**

“Food Waste” means Food Scraps and Food-Soiled Paper.

#### **1.58 Franchise Fee**

“Franchise Fee” means the fee paid by Contractor to City pursuant to Section 9.1 of this Agreement as consideration for the exclusive right and privilege to Collection Solid Waste Services in the City.

#### **1.59 Gray Container**

“Gray Container” means a Bin or Cart with a gray or black lid and/or body used to store and Collect Gray Container Waste.

#### **1.60 Gray Container Waste**

“Gray Container Waste” means Refuse that is Collected in a Gray Container that is part of Collection service that prohibits the placement of Green or Blue Container waste in the Gray Container. Gray Container Waste does not include Organic Waste, Recyclable Material, or Excluded Waste.

#### **1.61 Green Container**

“Green Container” means a Bin or Cart with a green lid and/or body used for storage and Collection of Source Separated Green Waste.

#### **1.62 Green Waste**

“Green Waste” means shrubbery, tree trimmings, yard waste, grass, weeds, straw or leaves, wood chips and other household garden waste.

#### **1.63 Gross Receipts**

“Gross Receipts” means any and all revenue or compensation in any form actually received by Contractor from the Collection, Transportation, Processing, Disposal and other services with respect to solid waste collected within the City of Corona under this Agreement, including Recyclable Materials, Food Waste and Green Waste. ‘Gross Receipts’ include, but are not limited to, Customer fees for Collection of Solid Waste, special pickup fees, Roll-off Box Container rental and Collection fees and fees for redelivery of Roll-off Box Containers without subtracting Franchise Fees. Gross Receipts, for purposes of this Agreement, do not include material sales revenues derived from the

Collection of Recyclable Materials or Organic Waste, CalRecycle beverage container recycling payments.

#### **1.64 Hauler Route**

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s Collection service area, as defined in 14 CCR Section 18982(a)(31.5).

#### **1.65 Hazardous Substance**

“Hazardous Substance” means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

#### **1.66 Hazardous Waste**

or in future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Resource Conservation and Recovery Act. “Hazardous Waste” means waste defined as hazardous by Health and Safety Code Section 25117, including: (1) a waste or combination of wastes which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may either (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or (b) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed; (2) a waste which meets any of the criteria for the identification of a hazardous waste adopted by the California Environmental Protection Agency’s Division of Toxic Substances Control pursuant to Health and Safety Code Section 25141; (3) any chemical, pollutant,



contaminant, hazardous or toxic substance, constituent or material that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including, without limitation, (a) any petroleum or petroleum products and their derivatives, radioactive materials, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, or (b) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to Applicable Law.

#### **1.67 Holiday**

“Holiday” means New Years’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas and any additional official Holidays declared in the future by the State or federal government that apply to municipalities.

#### **1.68 Hotel or Motel**

“Hotel” or “Motel” mean a structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. “Transient” is meant to define a person or group of people either on vacation or transitioning from one area to another.

#### **1.69 Household Hazardous Waste**

“Household Hazardous Waste” means hazardous waste or hazardous substances generated at Residential Premises.

#### **1.70 Landfill**

“Landfill” means a “solid waste landfill” defined by Public Resources Code Section 40195.1.

#### **1.71 Large Event**

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



### **1.72 Large Venue**

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

### **1.73 Liquidated Damages**

“Liquidated Damages” means the amounts due by Contractor for failure to meet specific quantifiable standards of performance set forth in this Agreement.

### **1.74 Local Education Agency**

“Local education agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste.

### **1.75 Materials Recovery Facility**

“Materials Recovery Facility” means a permitted Solid Waste Facility where Solid Wastes or Recyclable Materials are sorted or separated for the purposes of Recycling, Processing or Composting.

### **1.76 Medical Waste**

“Medical Waste” means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by any State or federal law or regulation, all as currently enacted or subsequently amended.

### **1.77 Mulch**

“Mulch” means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, as specified in 14 CCR Section 18993.1(f)(4):

Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5) (A)(1) through (3).

Was produced at one or more of the following types of Facilities:

1. A compostable material handling operation or Facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or Facility as defined in 14 CCR Section 17852(a)(10);
2. Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or,
3. A Solid Waste Landfill as defined in PRC Section 40195.1.

#### **1.78 Multi-Family Premises**

“Multi-Family Premises” means a residential premises with five (5) or more Dwelling Units. Multi-Family Premises do not include Hotels, Motels, or other transient occupancy facilities, which are considered Commercial Businesses.

#### **1.79 Non-Compostable Paper**

“Non-Compostable Paper” means paper that is coated in a plastic material that will not breakdown in the composting process.

#### **1.80 Notice of Violation**

“Notice of Violation” means a notice that a violation has occurred that includes a compliance date to avoid the imposition of penalties.

#### **1.81 Organic Waste**

“Organic Waste” or “Organics” means Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to non-edible food, nonhazardous or untreated wood waste, Food-soiled Paper, Food Scraps, Green Waste, untreated lumber, and untreated wood. Organic Waste does not include Refuse, Recyclable Material or Excluded Waste.

#### **1.82 Owner**

"Owner" means the Person holding the legal title to the real property constituting the premises to which Solid Waste Collection Service is provided under this Agreement or the

Person holding legal title to the Disposal site, depending upon the context used in this Agreement.

#### **1.83 Permanent Roll-off Box Service**

“Permanent Roll-off Box Service” means the Collection of Solid Waste generated from on-going operations at a Customer’s Premises using Roll-off Boxes or large Compactors. This includes, for example, the Collection of Solid Waste from a Commercial Premises that would otherwise be collected using Bin service if the volume of Solid Waste generated were less. This does not include Roll-off Box service used for occasional higher volumes of waste due to special clean-up or other projects, or on construction or demolition sites.

#### **1.84 Person**

‘Person’ includes firms, corporations, associations, partnerships, societies, church organizations and individuals.

#### **1.85 Premises**

“Premises” means any land, or building in the city where Solid Waste is generated or accumulated.

#### **1.86 Process, Processed, or Processing**

“Processing” means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment.

#### **1.87 Prohibited Container Contaminants**

“Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and Organic Waste to be placed in City’s Green Container and/or Blue Container ; and (iv) Excluded Waste placed in any container.

#### **1.88 Putrescible Waste**

“Putrescible Waste” means wastes that are capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances because of odors, gases, or

other offensive conditions and including materials such as, but not limited to, Food Waste and dead animals.

#### **1.89 Recyclables or Recyclable Materials**

“Recyclables” or “Recyclable Materials” means materials generated in or emanating from Premises that have been separated from other Solid Waste for the purpose of depositing at a designated Collection location, including a curbside location, for Collection and Transportation to a recycling facility, and that may be returned to the economic mainstream through the Contractor’s processes and markets. These materials include, but are not limited to, paper, glass, cardboard, plastic, used motor oil, ferrous metal, aluminum, Construction and Demolition Debris and any other Solid Waste material which is capable of being recycled or reused.

#### **1.90 Recycle or Recycling**

“Recycle” or “Recycling” means the process of collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused, or reconstituted products that meet the quality standards to be used in the marketplace. Recycling does not include Transformation as defined in Public Resources Code Section 40201.

#### **1.91 Refuse**

“Refuse” means all putrescible and nonputrescible solid and semisolid wastes, generated in or upon, related to the occupancy of, remaining in or emanating from a Premises, including garbage, rubbish, trash, refuse, ashes, industrial wastes, vegetable or animal solid or semisolid wastes, and other solid and semisolid wastes. Refuse does not include Recyclable Material, Organic Waste, Construction and Demolition Debris, Bulky Waste, or Excluded Waste.

#### **1.92 Renewable Natural Gas (RNG)**

“Renewable Natural Gas” or “RNG” means gas derived from organic waste that has been diverted from a Landfill and processed at an in-vessel digestion Facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, as defined in 14 CCR Section 18982(a)(62).

#### **1.93 Residential**

“Residential” means Single-family Premises and Multi-family Premises.



#### **1.94 Roll-off Box**

“Roll-off Box” means an open top metal Container with a capacity from 10 to 40 cubic yards capable of being loaded via winch onto a Roll-off vehicle equipped with rails.

#### **1.95 Roll-off Collection Service**

“Roll-off Collection Service” mean the Collection of Solid Waste, C&D, Refuse, Green Waste, , etc. utilizing a Container or Compactor specifically designed for the purpose of leaving the Container on a Customer’s property, then rolling or lifting such Container or Compactor onto a truck and transporting it to a designated Facility.

#### **1.96 Route Review**

“Route Review” means a visual inspection of Containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical inspection methods such as the use of cameras.

#### **1.97 SB 1383**

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

#### **1.98 SB 1383 Regulations**

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

#### **1.99 Scavenging**

“Scavenging” means the unauthorized removal of Recyclables that have been set out for Collection.

#### **1.100 Self-haul Self-hauling**

“Self-haul” or “Self-Hauling” means the act of hauling Solid Waste that a person has generated to another person or Solid Waste Facility. Self-haul also includes the act of back-hauling Solid Waste.

#### **1.101 Service Level**

“Service Level” refers to the number and size of a Customer’s Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

#### **1.102 Single-family or Single-family Premises**

“Single-family” or “Single-family Premises” means a dwelling unit in a building containing four (4) or fewer residential dwelling units.

#### **1.103 Sludge**

“Sludge” means a solid, semi-solid or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control Facility, septic tank, grease trap, portable toilet, and related operations, or any other such waste having similar characteristics or effects.

#### **1.104 Solid Waste**

“Solid Waste” has the meaning defined in Public Resources Code Section 40191, including all putrescible and nonputrescible solid and semi-solid waste, generated in or upon, related to the occupancy or, remaining in or emanating from Residential Premises or Commercial Premises, including Recyclable Materials, Food Waste, Green Waste, Organic Waste, Construction and Demolition Debris, Bulky Waste, and Refuse. Solid Waste does not include Excluded Waste.

#### **1.105 Solid Waste Collection Service**

“Solid Waste Collection Services” means the Collection, Transportation, storage, Transfer, Processing, and Disposal of Solid Waste.

#### **1.106 Source Separated**

“Source separated” means materials, including Recyclable Materials and Organic Waste, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products.

#### **1.107 Special Waste**

“Special Waste” means any hazardous waste listed in section 66261.120 of title 22 of the California Code of Regulations, or any waste which has been classified as a special waste pursuant to section 66261.122 of title 22 of the California Code of Regulations, or which has been granted a variance for the purpose of storage, transportation, treatment, or

disposal by the Department of Health Services pursuant to section 66261.126 of title 22 of the California Code of Regulations. Special Waste also includes any Solid Waste which, because of its source of generation, physical, chemical, or biological characteristics or unique disposal practices, is specifically conditioned in a solid waste facilities' permit for handling and/or disposal.

**1.108 Split-Bin**

"Split-Bin" means a Bin that is split or divided into segregated sections, instead of an entire Bin.

**1.109 State**

"State" means the State of California.

**1.110 Term**

"Term" means the Term of this Agreement, including any agreed upon extension periods, as provided for in Section 3.5.

**1.111 Tier One Commercial Edible Food Generators**

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982(a), as defined in 14 CCR Section 18982(a)(73):

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

**1.112 Tier Two Commercial Edible Food Generators**

"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982(a), as defined in 14 CCR Section 18982(a)(74):

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large Venue.

- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A Local Education Agency with an on-site food facility.

#### **1.113 Temporary Service**

“Temporary Service” means Solid Waste Collection services provided on a project basis, such as Construction and Demolition projects and occasional clean-up projects using a Roll-off Box or Bin.

#### **1.114 Transfer**

“Transfer” means the act of transferring Solid Waste Collected by Contractor from Contractor’s Collection vehicles into larger vehicles at a transfer Facility for Transport to other facilities for Processing or Disposing of such materials.

#### **1.115 Transportation or Transport**

“Transportation” or “Transport” means the act of delivering Solid Waste from one location to another.

#### **1.116 Transformation**

“Transformation” means incineration, pyrolysis, distillation, or biological conversion other than Composting. ‘Transformation’ does not include Composting, or biomass conversion.

#### **1.117 Valet Service**

‘Valet Service’ means that the Contractor moves all Collection Carts, and Cart overages from a Single-family Premises Customer’s designated Collection location other than curbside, such as backyard, side yard, or driveway, for Collection, and returns Carts when Collection is complete.

#### **1.118 Universal Waste**

“Universal Waste” means any of the following waste that are conditionally exempt from classification as Hazardous Wastes pursuant to Title 22 of the California Code of Regulations (22 CCR), section 66261.9: (i) batteries as described in 22 CCR section 66273.2; (ii) thermostats as described in 22 CCR section 66273.4; (iii) lamps as described in 22 CCR section 66273.5; and (iv) cathode ray tube materials as described in 22 CCR section 66273.6.



**1.119 Waste Evaluation**

“Waste Evaluation” means a procedure in which representative samples of Solid Waste are taken from vehicle loads and sorted at a permitted Facility to determine the degree to which the material is contaminated.

**1.120 Waste Generator**

“Waste Generator” means any Person whose act or process produces Solid Waste or whose act first causes Solid Waste to become subject to regulation.

**1.121 White Goods**

“White Goods” means those particular items included as Bulky Waste that are generally referred to as household appliances, including, but not limited to, stoves, water heaters, air conditioners, heat pumps, refrigerators, ranges, and similar items. White Goods are not Electronic Waste.

**1.122 Work Day**

“Work Day” means any day, Monday through Saturday, which is not a Holiday as set forth in Section 7.3 of this Agreement.

## **2 Representation and Warranties of Contractor**

Contractor hereby covenants, represents, and warrants the following in order to induce City to enter into this Agreement, all of which shall be true as of the Effective Date of this Agreement and remain so throughout the Term of this Agreement, except as may be excused in writing by City. The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct, and complete in all material respects on and as of the Effective Date of this Agreement.

### **2.1 Corporate Status**

The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Delaware. It is duly licensed and qualified to transact business in the State of California, has and will maintain a City of Corona business license in good standing, and has the power to provide services as required by this Agreement.

### **2.2 Corporate Authorization**

The Contractor has the authority to enter into and perform its obligations under this Agreement. The officers, officials, directors or partners/joint venturers of the Contractor (or the shareholders, if applicable) have taken all actions required by Applicable Laws to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of the Contractor have authority to do so. Contractor shall designate and authorize one employee as a single point of contact for the City for issues arising under this Agreement as described in Section 13.13. The City may rely upon action taken by such designated representative if they are within the scope of the authority properly delegated to the designated representative pursuant to the limitations referred to in Section 13.13.

### **2.3 Agreement Will Not Cause Breach**

There is no action, suit or other proceeding as of the Effective Date of this Agreement, at law or in equity, or to the best of the Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against the Contractor which may result in an unfavorable decision, ruling or finding which would in any way adversely affect the validity or enforceability of this Agreement or any such Agreement or instrument entered into by Contractor in connection with the transactions contemplated hereby, or which could in any way adversely affect the ability of Contractor to perform its obligations under this Agreement or which would have any adverse effect on the financial condition of Contractor. Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations in

this Agreement: (1) conflicts with, violates or results in a breach of any Applicable Law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, Agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, Agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.

#### **2.4 Independent Investigation**

Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Solid Waste Collection Services required by this Agreement. Contractor has no knowledge of any Applicable Law, administrative regulation, or order, in effect as of the date of this Agreement that would prohibit the performance by Contractor of any of the services or obligations contemplated under this Agreement.

### **3 Terms Of Agreement**

#### **3.1 Acceptance of Franchise**

Contractor agrees to be bound by and comply with all requirements of Corona Municipal Code Chapter 8.20 as amended from time to time, and this Agreement. Notwithstanding the forgoing, Contractor shall be entitled to a reasonable adjustment in its rates and/or Contractor Compensation hereunder subject to the process set forth in Section 10.6 of this Agreement to the extent that future amendments or additions to the Corona Municipal Code or Applicable Law require Contractor to provide any additional or modified services which were not originally agreed to as of the date of execution of this Agreement.

#### **3.2 Grant of Exclusive Franchise**

This Agreement grants to the Contractor for the Term of this Agreement the exclusive right and privilege to Collect, Transport, Process, Recycle, Compost, retain and dispose of Solid Waste Collected from all Premises, as defined in this Agreement, produced, generated and/or accumulated within the City, except as otherwise provided below in Section 3.3. No other services shall be exclusive to the Contractor.

#### **3.3 Limitation to Scope of Exclusive Agreement**

The exclusive franchise, right and privilege to provide Solid Waste Collection Services at all Premises within City granted to Contractor by this Agreement specifically excludes the following services, which services may be provided by Persons other than Contractor or which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

1. The sale or donation of Source-Separated Recyclable Material by the Waste Generator or Customer to any Person other than Contractor; provided, however, to the extent permitted by law, if the Waste Generator or Customer is required to pay monetary or nonmonetary consideration of any kind, or provides a credit resulting in a net payment to the Customer, or no charge to the Customer for the Collection, Transportation, Transfer, or Processing of Recyclable Material, then it shall not be considered a sale or donation and is, therefore, subject to the exclusive franchise granted to Contractor hereunder.
2. Self-hauled materials, including Solid Waste, Recyclable Materials or Organic Waste, which is removed from any Premises by the Waste Generator, and which is Transported personally by such Waste Generator (or by his or her full-time employees) to a Processing Facility or Disposal Facility in a manner consistent with all Applicable Laws and regulations.



3. Recyclable Materials, Organic Waste, or Bulky Waste that are source separated at any Premises by the Waste Generator and donated to youth, civic or charitable organizations.
4. Recyclables delivered to a recycling center or drop-off station by the Waste Generator for recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.
5. Bulky Waste removed from a Single-family Premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by a company rather than as a hauling service.
6. Green Waste removed from a premise by a gardening, landscaping, or tree trimming contractor, utilizing its own equipment, as an incidental part of a total service offered by that Contractor rather than as a hauling service.
7. The Collection, Transfer, Transport, Recycling, and Processing of animal byproducts, fats, oils, or grease to be rendered and used as tallow.
8. The Collection, Transfer, Transport, Recycling, Processing, and Disposal of byproducts of sewage treatment, including Sludge, sludge ash, grit, and screenings.
9. The Collection, Transfer, Transport, Recycling, Processing, and Disposal of Excluded Waste and radioactive waste, regardless of its source.
10. Construction and Demolition Debris that is removed by a duly licensed construction or demolition contractor (e.g., with a state contractor license type C-21) or as part of a total service offered by said licensed contractor where the licensed contractor utilizes its own loaders and dump trucks.
11. The Collection, Transfer, Transport, Recycling, Processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment.
12. Solid Waste Collection Services for state agencies, as defined in Corona Municipal Code § 8.20.020, which may have facilities in City.
13. Edible Food which is Collected from a Customer by other person (s), such as a person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or which is Self-hauled by the Customer to another person(s), such as a person from a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Customer donates, sells, or pays a fee to the other person(s) to Collect or receive the Edible Food.

14. Food Scraps that are separated by the Customer and used by the Customer or distributed to other person (s) for lawful use as animal feed as set forth in Chapter 6 of Food and Agricultural Code (FAC), commencing with Section 14901 et. seq and Title 3, Division 4, Chapter 2, Subchapter 2 commencing with Article 1, Section 2675 of the Code of California Regulations.
15. Organic Materials composted or otherwise legally managed at the Premises where it is generated (e.g., backyard Composting, or on-site anaerobic digestion) or at a Community Composting site.

The exclusive franchise, right and privilege to provide Solid Waste Collection Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all Applicable Laws and the scope of this Agreement shall be limited by all applicable current laws and regulations. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth in this Agreement, the scope of this Agreement shall be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor resulting from any change in law. In the event that the scope of services are reduced by a change in law, the parties shall meet and confer to discuss a rate adjustment for any costs resulting from the change in law in accordance with Section 10.6.

### **3.4 Annexation Covered by Existing Franchise**

Territory annexed to the City that is covered by an existing Solid Waste permit, license, agreement or franchise granted by another public entity may continue to be served by the same grantee for the balance of the term of its permit, license, Agreement or franchise, if continuation rights exist under Public Resources Code Section 49520 *et seq.*, subject to the provisions of the Corona Municipal Code, the California Public Resources Code and the provisions of this Agreement. If Contractor already services the area annexed, it shall extend the City's service levels to the annexation area upon the Effective Date of the annexation. If the area is served by another Solid Waste handler, the City shall serve notice upon that hauler to discontinue service under terms prescribed by the California Public Resources Code Section 49520.

### **3.5 Term**

The Term of this Agreement shall commence on the Effective Date and end on November 1, 2036.

### **3.6 Conditions to Effectiveness of Agreement**

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness

of this Agreement, and a condition of Contractor's continued right to the benefits conveyed in this Agreement:

1. Accuracy of Representation – All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement and shall remain true throughout its Term, including any extension, unless waived by the City.
2. Absence of Litigation – There shall be no litigation or administrative proceedings pending in any court or venue challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.
3. Furnishing of Insurance, bond, and letter of credit – Contractor shall have furnished, and shall maintain in good standing throughout the Term and any extension, the evidence of insurance, and the letter of credit or performance bond required by this Agreement.
4. Effectiveness of City Council Action – City Council's resolution approving this Agreement shall have become effective pursuant to California law and the time for any legal challenge shall have expired.
5. Upon the satisfactory completion of these conditions, City shall notify Contractor that all conditions are satisfied, and confirm the Effective Date.

### **3.7 Enforcement Actions Against Illegal Haulers**

To the extent that Contractor exercises authority delegated to it by the City pursuant to Section 8.20.220 of the Corona Municipal Code, Contractor's failure to comply strictly with the requirements of Section 8.20.220 and any agreement entered into by the City and Contractor concerning such authority shall constitute a violation of this Agreement, and shall be subject to the imposition of liquidated damages under Section 12.9 herein, and to all other remedies set forth in Section 12.7

### **3.8 Enforcement of Exclusive Rights**

Contractor shall be responsible for enforcing the exclusive rights in this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity of this Agreement. In addition, City shall in its sole discretion adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the exclusive rights granted in this Agreement. City shall have the right, but not the obligation, to enforce the exclusivity in this Agreement, including by instituting appropriate legal proceedings, and/or to request that Contractor do so. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Contractor shall

reimburse City for its reasonable legal costs, extraordinary administrative costs (including staff time), or other expenses incurred in connection with City's actions to either enforce, or assist Contractor in the enforcement (at the request of Contractor), of the exclusivity in this Agreement.



## **4 General Agreements**

### **4.1 Responsibility for Materials**

Once Solid Waste, Recyclable Materials, and Organic Waste are placed in the Contractor's Containers and at the Collection location, the responsibility for their proper handling shall transfer directly from the Customer to Contractor. Once Recyclable Materials, Organic Materials, and/or Solid Waste are deposited by Contractor at the appropriate approved Facility, such materials shall become the responsibility of the Owner or operator of the Facility except for Excluded Waste. Responsibility for Excluded Waste that has been inadvertently collected by the Contractor shall remain with the Contractor if it cannot identify the Waste Generator, and Contractor shall assume all responsibility for its proper Disposal.

### **4.2 Subcontracting**

The Contractor shall not engage any companies or subcontractors for Collection, Transfer, Processing, Recycling or Disposal of Solid Waste without the prior written consent of the City, which shall not be unreasonably withheld. Transport from the transfer station to Processing or Disposal Facilities is excluded from this paragraph.

### **4.3 City-Directed Change in Scope**

City may direct Contractor to perform additional services (including new Diversion programs and additional public education activities), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum Diversion requirement set forth in this Agreement, direction of waste to a Disposal Facility other than that originally selected by the City, direction of Recyclable Materials, Food Waste or Green Waste to a Processing Facility other than that selected by Contractor, pilot programs and innovative services, which may entail new collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Customers are included among the kinds of changes which City may direct. Subject to the process set forth in Section 10.6 of this Agreement, Contractor shall be entitled to an adjustment in the Contractor Compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.

### **4.4 Additional Programs.**

If the City finds that additional programs are necessary to meet any required Diversion goals, the City may require proposals for additional Diversion programs to meet the Diversion requirements. In such case, Contractor may request an adjustment in the Contractor Compensation in accordance with Section 10.6 for providing such additional or modified services. The City shall have the right to solicit proposals from third parties

for new services that the City is obligated to provide as a result of a change in law, at its sole discretion, in the event that: 1) such new services are outside the scope of this Agreement, and 2) City has requested a proposal from Contractor to provide such services and, within thirty (30) days (or such other time as the parties may agree) of such request, Contractor has either failed to submit a proposal or has notified the City in writing that it will not submit a proposal for such services.

#### **4.5 Marketing and Sale of Recyclable Materials**

The Contractor shall be responsible for marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Contractor shall retain proceeds from sales of Recyclable Materials.

## **5 Scope of Services**

### **5.1 General**

#### **5.1.1 Overall Performance Obligation**

The scope of services to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform all requirements of the Agreement. The scope of services to be performed by Contractor pursuant to this Agreement shall be accomplished in a manner so that Customers are provided reliable, courteous, and high-quality Collection services and other services described in this Agreement at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner generally provided in this Article for the delivery of services, whether such other aspects are enumerated elsewhere in the Agreement or not.

#### **5.1.2 Name Under Which Contractor Does Business**

Contractor shall do business in the City under its own legal name, or under the dba name in effect at the beginning of this Agreement. If Contractor, or any of its Affiliates, desires to operate under a new fictitious business name, it shall obtain the City's prior written approval, which shall not be unreasonably withheld.

#### **5.1.3 Ownership of Solid Waste**

Once Solid Waste is placed in Containers and Containers are picked up by Contractor, ownership shall transfer to Contractor. Recyclables and Organic Waste shall become the property of Contractor when the owner or generator of such Recyclables or Organic Waste places such materials in Containers for Collection. Subject to Contractor's obligation to divert from landfills as much Recyclable Material and Organic Waste as possible, Contractor is hereby granted the right to retain, Recycle, Compost, dispose of and otherwise use such Solid Waste, Organic Waste and Recyclables, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor.

#### **5.1.4 Service Start-up and Changes - Compliance**

Contractor shall ensure that all Customers that start service, and all Customers that change their Service Level, receive three-Container service in accordance with Section 5.2.1 and Section 5.3.1 unless granted a waiver by the City pursuant to Section 6.7 or as the City and Contractor may otherwise agree. If account is found to be non-compliant after a Service Level change or opening of the account, Contractor shall ensure that the Customer is in compliance with this Agreement within fourteen (14) days.

## **5.2 Single-Family Cart Collection System**

### **5.2.1 General Conditions and Frequency of Service**

The Contractor shall provide curbside Single-family Premises Collection service, which shall consist of a Gray Container for Gray Container Waste, a Green Container for Organic Waste and a Blue Container for Recyclable Materials. Contractor shall ensure that all Single-family Premises Customers who subscribe for Single-family Premises Collection service are provided three Container Collection service, unless granted a waiver by the City pursuant to Section 6.7 or as the City and Contractor may otherwise agree. This service shall be provided once every week and no less than every seven days on a scheduled route basis approved by the City Manager. Contractor shall Collect the Solid Waste, Organic Waste and Recyclables (except Bulky Waste which shall be collected in accordance with Section 5.2.6) that have been placed, kept or accumulated in Containers at Single-family Premises within the service area and placed at curbside by 6 a.m. on scheduled pickup days. All Solid Waste must be placed curbside within Containers provided by Contractor. It is the responsibility of Contractor to use reasonable efforts to work around obstructions that may be caused by vehicles parked curbside. Contractor may issue informational notices to increase Customer understanding and cooperation regarding obstructions (other than parked vehicles) interfering with automated Collection. Contractor may not decline to make scheduled Collections because of these obstructions unless Customer has neglected to remedy the obstruction after three written notifications, delivered by electronic means including e-mail or text message or by mail to Customer by Contractor within a ninety (90) day period. Informational notices shall include the time, date, location, and description of obstruction. Contractor shall inform City in writing or via email of each Customer for which Contractor refuses to make scheduled Collections under this section.

#### **Three-Cart Collection Program**

The basic charge for Collection service for a Single-family Premises shall include three Carts: an approximately 96-gallon Gray Container, a 96-gallon Blue Container, and a 96-gallon Green Container. Contractor must also offer, upon Customer request, 35- or 64-gallon carts to Single-family Premises in lieu of the 96-gallon cart sizes. If a Customer requests additional Containers, Contractor shall charge for the delivery of such additional Containers and the monthly fee for such Containers as set forth in Exhibit 1.

Contractor shall provide a three-Cart Collection Service for the separate Collection of:

1. Solid Waste in a Gray Cart;
2. Recyclable Materials in a Blue Cart;
3. Organic Waste in a Green Cart.



The types of Recyclable Materials accepted by Contractor must be capable of being Recycled by the Contractor's Facilities and have established markets. Compostable Plastics may be accepted in the Organic Waste Container only if they are capable of being processed at the Contractor's Organic Waste Processing Facility. The Parties agree that the types of Recyclable Materials that are permitted to be placed in each Container may be added to or removed from the three-Cart Collection Service from time to time only upon written agreement of the parties. The types of Recyclable Materials accepted by Contractor as of the Effective Date are shown in Exhibit 2.

#### **5.2.2 Cart Overage**

Extra Collection for Refuse, Recyclable Materials and Organic Waste that does not fit into Containers shall be provided up to three (3) times per calendar year per Single-family Premises and for two weeks from December 26 to January 9 of each calendar year. Overage must be placed in bags and placed at the curb next to the corresponding Solid Waste Containers (i. e., Refuse, Recycling or Organic Waste) as appropriate for the contents of the bag, to alert the driver. After three pickups of Cart overages per Customer within a twelve (12) month rolling period, Contractor may charge the Customer the additional fee in Exhibit 1. For each cart overage, Contractor shall document the overage with a clear photo of the additional material. If a Cart Overage is not Collected or the extra bags are not Collected, the overage must be tagged, and the Customer notified pursuant to Section 7.4.

#### **5.2.3 Bin Collection Service – Single-family Premises**

Upon Customer request, Contractor shall provide Solid Waste Bin Collection service to Single-family Premises Customers at the same rates charged to Commercial and Multi-Family Premises at the Commercial Bin rates shown in Exhibit 1. Contractor shall provide Blue Cart Collection Service and Green Cart Collection Service to Single-family Premises Customers that request Solid Waste Bin Collection Service at the rates set forth in Exhibit 1.

#### **5.2.4 Valet Service**

Upon Customer request, Contractor shall provide Single-Family Premises Customers with Valet Service at the rate shown in Exhibit 1. Contractor shall provide disabled Single-Family Premises Customers with Valet Service at no additional charge other than the rate for the three-Cart Collection Service set forth in Exhibit 1. To qualify as a disabled Customer, Customers must provide Contractor with written confirmation from a medical professional that the Customer is unable to wheel Carts to and from the curb. Written confirmation from the medical professional must indicate the length of the disability. The provision of Valet Service may be limited to the time period of the Customer's disability.

If Person who is not disabled resides with the disabled Customer, the Customer will not qualify for free Valet Service. Contractor may require annual confirmation that the Customer's disability continues and that there is no Person who is not disabled residing at the Premises.

#### **5.2.5 Holiday Trees Collection and Recycling**

Contractor shall Collect and Recycle natural, undecorated trees (free of tree stands, tinsel, ornaments, and flocking) fewer than six feet in length (or provided that trees are cut into pieces that are fewer than six feet in length) that are placed at the curbside, for the two-week period from December 26 to January 9 of each year. The pickups shall occur on the Customer's regular Collection day.

#### **5.2.6 Bulky Waste and E-Waste Collection**

Contractor shall provide Bulky Waste, E-Waste, and Universal Waste Collection to Single Family Premises as set forth in this Section. Contractor shall provide three (3) on-call Bulky Waste pick-ups per year for: (i) up to six (6) Bulky Waste items per pick-up; (ii) up to five (5) E-Waste items per pick-up; and (iii) up to fifteen (15) Universal Waste items per pick-up. Customers may make arrangements with Contractor to Collect Bulky Waste, E-Waste, or Universal Waste items in excess of these amounts at the rates set forth in Exhibit 1.

Customers must request these Collections at least two (2) Work Days prior to their regular Collection day or the pick-up will occur on the next regular Collection day. Contractor shall dispose of all Bulky Waste, E-Waste, and Universal Waste in compliance with Applicable Law, and shall process E-Waste/Universal Waste in accordance with Applicable Law. To the extent possible, Contractor shall divert the Bulky Waste (for materials for which there are available markets) away from the Landfill to another facility where it can be either recycled or refurbished for reuse. Collection of Construction and Demolition Debris are not included in the service provided under this Section.

#### **5.2.7 Household Battery and Cellphone Collection**

Contractor shall Collect household batteries and discarded cellphones at no cost if placed in a sealed clear plastic bag on top of the Blue Cart set-out for weekly Collection. Household batteries and discarded cellphones placed inside the Blue Cart shall be Prohibited Container Contaminants.

#### **5.2.8 Used Oil Curbside Collection**

Single-Family Customers may place for Collection up to two (2) gallons of used motor oil per Collection day at the curb in a clearly marked see through container. Contractor will empty the container into an oil collection container that ensures that oil is not

commingled with Solid Waste and return the container to the Customer's curbside. Customers shall be required to request this Collection 24 hours in advance of their normal collection day.

### **5.3 Commercial and Multi-Family Premises Collection- General**

Contractor shall provide Bin Collection Service to Commercial and Multi-Family Premises for Solid Waste and Recyclable Materials and Cart Collection Service for Organic Waste at the rates set forth in Exhibit 1. Contractor shall Collect and remove all Solid Waste, Recyclables, and Organic Waste that is placed in Carts and Bins from Multi-Family Premises and Commercial Premises. Customers may lease from Contractor or third parties' compaction equipment that may be attached to Bins. The provision of compaction equipment is outside the scope of this Agreement.

Contractor shall replace empty Containers in their original location on the Premises with gates or doors of enclosures closed after Collection is completed. A Bin shall be considered properly located for Collection if it is reasonably accessible by Contractor's front-loading Collection vehicles. A Cart shall be considered properly located for Collection if it is reasonably accessible by Contractor's automated side-loading Collection vehicles. If a Customer and Contractor cannot agree upon the designated Collection location, City shall make the final determination, provided that Contractor shall be able to safely access any such location using a front-loading or an automated side-loading Collection vehicle, subject to scout services provided by Contractor in accordance with Section 5.3.5, as applicable.

#### **5.3.1 Bin Collection Services – Gray Container Waste Solid Waste**

Contractor shall collect Gray Container Waste (Refuse) in Bins from all Commercial and Multi-Family Premises no less frequently than once per week. Contractor shall provide the size and quantity of Bins requested by Customer. Contractor shall charge the Customer based upon the size and number of Solid Waste Bins and number of weekly pickups, in accordance with the rate schedule set forth in Exhibit 1.

#### **5.3.2 Split-Bin Containers**

Contractor shall provide a 3-cubic yard or 4-cubic yard Split-Bin with one section of the Container designated for the Collection of Refuse and another for collection of Recyclable Materials in the event the Customer cannot accommodate two Bins due to physical space constraints as determined by the Contractor. Contractor shall charge the Customer based upon the size and number of Split-Bin containers in accordance with the rate schedule set forth in Exhibit 1.



### **5.3.3 Bin Collection – Recyclable Materials Collection – Bins or Carts**

Unless a waiver has been granted to a Customer pursuant to Section 6.7 of this Agreement, Contractor shall provide Recyclable Materials Bin Collection service to all Commercial Premises and Multi-Family Premises at least once per week. Contractor shall provide Recycling Bins or Carts to Customers in sufficient quantities to meet the recycling needs of each Customer. Contractor shall charge the Customer based upon the size and number of Recyclable Materials Bins or Carts and number of weekly pickups, in accordance with the rate schedule set forth in Exhibit 1.

### **5.3.4 Container Collection –Organic Waste**

Unless a waiver has been granted to a Customer pursuant to Section 6.7 of this Agreement, Contractor shall provide Organic Waste Collection Service to all Commercial Premises and Multi-Family Premises at least once per week. Contractor shall offer to all Customers both Green Carts and Green 2-cubic yard Bins. Contractor shall provide to each customer Green Carts, or 2-cubic yard Bins, based upon the customer's request, in sufficient quantities to meet their Organic Waste recycling needs. Contractor shall charge the Customer based upon the size and number of Green Carts, Green 2-cubic yard Bins, and the number of weekly pickups, in accordance with the rate schedule set forth in Exhibit 1.

### **5.3.5 Scout Service**

Contractor shall provide scout service to those Customers whose Bin storage location reasonably precludes safe or reasonable access to the Bin by the Contractor's Collection vehicle. Scout service entails using a heavy-duty service truck to pre-position Bins to the designated Collection location, which is readily accessible to the Collection vehicle. Once the Bin is emptied by the Collection vehicle, the Bin will be returned to the Bin storage location. Contractor shall charge Customers for scout service based upon the Customer's number of Bins, and number of weekly pickups, in accordance with the rate schedule set forth in Exhibit 1.

### **5.3.6 Commercial and Multi-Family Container Overage Fee**

If Solid Waste, Recyclable Material or Organic Waste is placed in a Container such that it exceeds the capacity of the Container or if Contractor cleans up spilled waste from an overflowing Container two or more times during any twelve (12) month rolling period, Contractor may charge the Commercial Premises or Multi-Family Premises Customer an overage fee in accordance with the rate schedule set forth in Exhibit 1, provided Contractor has tagged the Container and provided written and electronic warnings to the Customer in accordance with this Section.



A Bin may be considered overfilled if the edge of the lid is more than twelve (12) inches from the top of the Bin. A Cart may be considered overfilled if the edge of the lid is more than twelve (12) inches from the top of the Cart. The written warnings may be delivered by electronic means, including e-mail or text message, and shall include: 1) the date on which the Container was overflowing, 2) information regarding the Customer's obligation to properly fill Containers and, 3) the consequences of further overflowing Containers. The notice should include photographic evidence of the overflowing Container.

If Customer is charged an overage fee, and the photo is not provided or is unclear, Customer shall be entitled to a refund/credit. For Customers that overfill their Containers and are charged an overage fee in a twelve (12) month rolling period (and are duly notified), Contractor shall meet and confer with Customer regarding their Service Level. Upon City approval, which shall not be unreasonably withheld, Contractor may deliver the next larger-sized Container to the Customer or increase service frequency and adjust the Customer's rate(s) accordingly.

#### **5.3.7 On-call Bulky Waste Collection – Commercial (non-Multi-family)**

Contractor shall provide on-call Bulky Waste pick-ups for Commercial Premises at the rates set forth in Exhibit 1 upon request by the Customer. The Customer will be required to contact Contractor and arrange for Bulky Waste Collection at least two (2) Work Days in advance of such pick-up. Each Bulky Waste pick-up shall include: (i) up to six (6) Bulky Waste items per pick-up; (ii) up to five (5) E-Waste items per pick-up; and (iii) up to fifteen (15) Universal Waste items per pick-up. For each item that exceeds the maximum amount, Contractor may charge the Each Additional Item fee in Exhibit 1.

#### **5.3.8 On-call Bulky Waste Collection – Multi-family**

Contractor shall provide on-call Bulky Waste pick-ups for Multi-Family Premises at the rates set forth in Exhibit 1 upon request by the Customer or the Customer's property manager, as applicable. The Customer, or the Customer's property manager, will be required to contact Contractor and arrange for Bulky Waste Collection at least two (2) Work Days in advance of such pick-up. Each Bulky Waste pick-up shall include: (i) up to six (6) Bulky Waste items per pick-up; (ii) up to five (5) E-Waste items per pick-up; and (iii) up to fifteen (15) Universal Waste items per pick-up. For each item that exceeds the maximum amount, Contractor may charge the Each Additional Item fee in Exhibit 1. Contractor shall be responsible to coordinate with the property manager and the tenant if applicable of the appropriate Collection location.

Contractor shall bill the Customer (tenant, owner, or property manager) for this service and include a description of the service and the date the service was provided. If the

service was requested by a tenant, the invoice shall include the name and unit number of the tenant. Contractor shall be responsible to coordinate the service ordering and billing process with property managers such that property managers will be able to charge their tenants for the service. Contractor shall be responsible to inform both tenants and property managers of the availability of this service

#### **5.3.9 Temporary Services**

Upon request by Customer, Contractor shall provide Roll-off Solid Waste and Recycling Collection Services including Construction and Demolition Debris from new construction, modifications, renovations, or maintenance to buildings, in accordance with local ordinances and as permitted by state law. If applicable, it shall be the responsibility of the Customer to obtain an encroachment permit from the City if the Bin will be located within the City right-of-way.

### **5.4 Roll-off Collection Service**

Upon request by Customer, Contractor shall provide Roll-off Collection Service to Single-family Premises, Commercial Premises, and Multi-Family Premises, and for the Collection of Construction & Demolition Debris at the rate(s) set forth in Exhibit 1. Contractor shall Collect Solid Waste from all Customers with Roll-off Collection Service using Contractor-furnished Roll-off Boxes or Customer-furnished Roll-off Compactors. Upon Customer request, Contractor shall furnish the size and number of Roll-off Boxes requested by Customer. Contractor is not obligated to furnish Roll-off Compactors. Contractor may sell or lease Roll-off Compactors to Customers. Any sale or lease of Roll-off Compactors to Customers, and any associated sale or lease compensation to Contractor, shall be outside the scope of this Agreement. However, the Collection Service provided to those Customers with Roll-off Compactors shall be at the rates as set forth in Exhibit 1, and the associated Gross Receipts shall be within the scope of this Agreement. A Roll-off Box or Roll-off Compactor shall be considered properly located for Collection if it is reasonably accessible by Contractor's Roll-off Collection vehicles. If a Customer and Contractor cannot agree upon the designated Collection location, City shall make the final determination; provided that Contractor's Roll-off Collection vehicles shall be able to access the Collection location.

#### **5.4.1 C&D Collection Service**

Contractor shall Collect C&D materials from all Customers that subscribe to its C&D Collection services and Transport the C&D to (i) the Approved C&D Processing Facility, or (ii) the Approved Transfer Facility for Transfer and Transport to an Approved C&D Processing Facility, as specified in Section 6.1. Contractor shall charge Customers for C&D Collection services in accordance with Exhibit 1.



## **5.5 City Services**

### **5.5.1 City Facilities**

Contractor shall provide Refuse Collection, Disposal, Recycling service and Organic Waste Collection and Disposal to the City-operated facilities set forth in Exhibit 4 at no charge to the City. The current list of City facilities to which Collection and Disposal services shall be provided is set forth in Exhibit 4. City Manager and Contractor shall review the service levels and City facilities a minimum of every two years after the Effective Date and determine whether any changes or modifications are needed for such City services. The list of City facilities shall be amended to include new facilities constructed, acquired, or operated by City that are similar in nature to any of the facilities listed in Exhibit 4.

### **5.5.2 Abandoned Items Collection**

Contractor shall Collect any and all Abandoned Items within 20 feet of the paved City rights-of-way (including alleys) within 24 hours of notification by the City. At times, the City may collect Abandoned Items from the right-of-way or on public property that pose a hazard and deposit them in Roll-off Boxes provided by the Contractor at a location designated by the City provided such Abandoned Items do not include Excluded Waste. Contractor shall collect Abandoned Items Collected by the City within 72 hours following notification by the City. Contractor and City agree to work together with the City's Code Enforcement personnel to identify chronic illegal dump sites (sites where Contractor has had to respond more than three times within a six-month period) to mitigate and eliminate waste dumped at these sites.

### **5.5.3 Special Cleanups**

Contractor shall provide up to a total of four (4) large Roll-off Solid Waste and/or Recycling Containers per special cleanup event requested by the City up to two (2) times per year to respond to organized community clean-up efforts at no charge. The City shall be responsible for the Disposal and/or Processing cost of the Solid Waste and Recyclable Materials Collected in these Containers. Contractor shall deliver Containers to agreed-upon Collection points and shall cooperate with the City and designated community leaders to remove Containers and Dispose of collected Solid Waste. City shall provide staff for these events to direct, manage and oversee the special cleanup events. Once the date of the clean-up is determined, the City and Contractor shall notify residents via mail of the date and location of the cleanup event.

### **5.5.4 City-Organized Special Event Collection**

Contractor shall make available Solid Waste Containers and Disposal services at no cost for the City-organized events listed in Exhibit 5. City and Contractor may agree to change or increase the number of events in Exhibit 5; provided that Contractor shall be entitled

to be compensated (either directly compensated, or by a rate adjustment in accordance with Section 10.6) for any such change or increase that increases the number of events by more than twenty-five percent (25%). Nothing in this Section 5.5.4 shall require Contractor to provide services at no cost to private events approved, but not sponsored, by City at no cost.

#### **5.5.5 Compost Give-aways**

In accordance with Contractor's Compost and Mulch obligations under Section 6.5.1, Contractor shall offer a program in which residents and the City may obtain free Compost. Contractor shall conduct Compost Program at least three times per year in the Spring, Summer, and Fall at a location and on a date mutually agreed upon with the City. Contractor shall provide up to two (2) forty-yard Roll-off Containers of Compost at each event.

#### **5.5.6 Document Shredding Events**

Contractor shall (2) times annually in conjunction with the special cleanup events, provide at no cost to the City or any Customers an event to which City residents can bring confidential materials for shredding. All shredded materials must be recycled. Customers will be limited to three (3) standard office storage boxes per household per event.

#### **5.5.7 Special Waste**

Contractor may, but is not required to provide, Collection, Transportation and Disposal services for Special Wastes, which is outside the scope of this Agreement. Contractor may provide such services if contracted to do so by Customers under separate written agreements negotiated between Contractor and the Customer generating such wastes.



## **6 Other Services**

### **6.1 Transportation, Disposal and Processing Service**

Contractor shall Transport all Solid Waste that is collected in the City to a fully permitted transfer Facility, Materials Recovery Facility, or Disposal Facility that is lawfully permitted to accept and recover Solid Waste; provided that this Agreement shall provide the City with the right to designate Disposal Facilities and Material Recovery Facilities to which the Solid Waste Collected in the City shall be delivered. In the event that City designates any Facility that results in increased costs to Contractor in providing the services contemplated in this Agreement, Contractor may request a rate adjustment in accordance with Section 10.6.

Contractor shall notify the City in writing each year (in conjunction with its rate adjustment request described in Section 10.3) to identify the Disposal Facilities to which the Contractor will Transport all Solid Waste. In the event that an alternative Processing facility is required due to circumstances outside the control of Contractor, Contractor may request a rate adjustment in accordance with Section 10.6.

Contractor shall ensure that, at a minimum, all materials shall be weighed upon delivery to a processing Facility or composting Facility, and all weight and related delivery information recorded. Contractor shall make arrangements with the Facility to allow the City to review, during such Facility's normal operating hours, any recordings or video of Facility traffic and activities. For those Facilities it operates, Contractor shall ensure that all scales are regularly maintained, accurate, and in compliance with Applicable Laws.

Contractor shall ensure Disposal of any and all residue remaining from the Processing of Recyclable Materials and any non-processable materials in accordance with Applicable Law.

### **6.2 Contamination Minimization and Monitoring**

Contractor shall conduct its Collection operations in a manner that minimizes Container Contamination. Contractor shall not knowingly Collect Blue, Green, or Gray Containers that include observable Excluded Waste. The Contractor shall implement a contamination monitoring program to minimize Prohibited Container Contaminants in a manner that complies with Section 18984.5 of Title 14 of the California Code of Regulations. The Contractor may conduct its contamination monitoring requirements through either Route Reviews or Waste Evaluations, or a combination of the two methods.

### **6.2.1 Route Reviews**

Contractor shall conduct Route Reviews in compliance with Section 18984.5 (a) (1) (b) at least once per year. Upon finding Prohibited Container Contaminants in a Container, Contractor shall notify the Customer of the contamination. The notice of contamination may be left at the Customer's location, or mailed, e-mailed, or electronically messaged to the Customer. The notification shall include information about: 1) the date on which Prohibited Container Contaminants were observed in the Container, 2) the nature of the contamination (e.g., which type of Container was contaminated, etc.), 3) information regarding the Customer's obligation to properly source separate materials in the appropriate Containers and, 4) the consequences of further contamination. the notice shall include photographic evidence of the contamination. Contractor may conduct such route reviews of Hauler Routes utilizing WM Smart Truck<sup>SM</sup>.

### **6.2.2 Amendment to Incorporate Waste Evaluations**

In the event that CalRecycle requires City to implement waste evaluations in accordance with 14 CCR Section 18984.5(c) instead of or in addition to Route Reviews as detailed above in Section 6.2.1, City shall notify Contractor and the parties shall meet and confer to discuss the scope of and terms upon which Contractor shall perform such waste evaluations. Contractor may request a rate adjustment in accordance with Section 10.6 to compensate it for its costs in providing such additional waste evaluations.

### **6.2.3 Contamination Monitoring and Reporting Requirements**

Contractor shall maintain records and report to the City monthly on contamination monitoring activities and actions taken in accordance with reporting requirements in Section 8.4.

#### **Contamination Noticing**

##### **1. Single-Family Premises**

Upon finding Prohibited Container Contaminants in a Container at a Single-Family Premises, Contractor shall follow the following contamination noticing procedures:

First and Second Occurrence. For the first and second Contamination occurrence within any twelve (12) month rolling period, Contractor shall collect the contaminated

Container and shall deliver to the Customer a notice in accordance with this Section.

Third and Subsequent Occurrences. For the third and subsequent Contamination occurrence within a (12) month rolling period, Contractor shall Collect the contaminated Container and may charge the Single-Family Premises Customer a Contamination Fee in accordance with the rate schedule as set forth in Exhibit 1. Contractor shall deliver to the Customer a notice in accordance with this Section.

## 2. Commercial and Multi-family Premises

Upon finding Prohibited Container Contaminants in a Container at a Commercial or Multi-family Premises, Contractor shall follow the following contamination noticing procedures:

First Occurrence. For the First Contamination Occurrence within a twelve (12) month rolling period, Contractor shall collect the contaminated Container and shall deliver to the Commercial or Multi-family Premises Customer a notice in accordance with this Section.

Second and Subsequent Occurrences. For the second and any subsequent Contamination Occurrence within any twelve (12) month rolling period, Contractor shall Collect the contaminated Container and may charge the Commercial or Multi-Family Premises Customer a Commercial Contamination Fee in accordance with the rate schedule set forth in Exhibit 1. Contractor shall deliver to the Customer a notice in accordance with this Section. In the event of two or more Contamination Occurrences in a twelve (12) month rolling period, Contractor shall contact the Customer to determine if the Customer needs to increase Container sizes or collection frequency. City shall consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against the offending Customer.

### 3. Notice Content

Notices provided by Contractor under this Section shall be delivered via mail or electronic means, including e-mail or text message. Each notice must include: 1) the date on which the Prohibited Container Contaminants were observed in the Container, 2) the specific nature of the contamination (e.g., which type(s) of Container(s) was (were) contaminated, etc., 3) educational information regarding the Customer's obligation to properly Source Separate materials in the appropriate Containers, 4) the consequences of further Container Contamination, and 5) a clear photo as proof of the contamination Occurrence.

### 4. Non-collection of Contaminated Containers

Contractor may elect to not Collect any Containers that contain Prohibited Container Contaminants. In the event Contractor does not Collect any Container due to Contamination, Contractor shall tag the Container prior to continuing on the route in addition to providing written notice pursuant to this Section.

## **6.3 Education and Outreach**

### **6.3.1 General**

To promote public education, Contractor shall create and distribute all public education materials and conduct education programs and activities described in this Section.

### **6.3.2 Program Objectives**

Contractor's public education and outreach strategy shall focus on improving Customers' understanding of the benefits of and opportunities for source reduction, reuse, and landfill disposal reduction, and furthering climate goals. In general, Contractor-provided public education and outreach, which shall include all content required by this Section, should:

1. Inform Customers about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, and reduction of Refuse Disposal;



2. Instruct Customers on the proper method for placing materials in Containers for Collection and setting Containers out for Collection with specific focus on minimizing contamination of Recyclable Materials and Organic Waste;
3. Clearly define Excluded Waste and educate Customers about the hazards of such materials and their opportunities for proper handling and disposal;
4. Discourage Customers from buying products if the product and its packaging are not readily reusable, Recyclable, or compostable;
5. Inform Customers subject to Food Recovery requirements under SB 1383 Regulations of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste;
6. Encourage the use and benefits of Compost;
7. Encourage Customers to purchase products/packaging made with Recycled-content materials; and,
8. Explain the process by which fines and penalties may be incurred for non-compliance.

The cumulative intended effect of these efforts is to reduce each Customer's reliance on Contractor-provided Gray Container Waste collection service and, ultimately, Disposal.

### **6.3.3 Contractor Cooperation and Support for City Education Efforts**

Contractor acknowledges that they are part of a multi-party effort including the City, the Contractor, and CalRecycle, among others, to operate and educate the public about the integrated waste management system. Contractor shall cooperate and coordinate with the City and these other parties on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns.

### **6.3.4 Minimum Content Requirements**

Contractor shall include the following education and outreach content to Customers by incorporation of this content into the public education materials.

1. Information on the Waste Generator's requirements to properly separate materials in appropriate Containers.
2. Information on methods for: waste prevention, recycling Organic Waste on-site, sending Organic Waste to Community Composting, and any other local requirements regarding Organic Waste.
3. Information regarding the methane reduction benefits of reducing the landfill disposal of Organic Waste, and the methods of Organic Waste recovery.

4. Information regarding how to recover Organic Waste.
5. Information related to the public health and safety and environmental impacts associated with the benefits of avoiding landfill disposal of Organic Waste.
6. Information regarding programs for the donation of Edible Food.
7. Information regarding self-hauling requirements.

#### **6.3.5 Annual Education Plan**

Contractor shall develop and submit to the City an annual public education plan due annually by September 1<sup>st</sup> for activities to be conducted for the upcoming calendar year (the “Annual Education Plan”). The public education plan shall specify how Contractor will accomplish the education and outreach program objectives of this Section 6.3.

The City shall be allowed up to sixty (60) calendar days after receipt of the Annual Education Plan to review and request modifications. In the event that the City does not request modifications to the Annual Education Plan within the sixty (60) calendar day period, Contractor’s Annual Education Plan shall be deemed approved by the City. Contractor shall make any changes to the Annual Education plan directed by the City. Contractor shall have up to fifteen (15) calendar days to revise the Annual Education plan in response to any changes directed by the City.

Contractor shall obtain advance approval from the City for any education or outreach activities not included in the Annual Education Plan. The City shall have the right to request that Contractor include City identification and contact information on public education materials, and approval of such requests shall not be unreasonably withheld. The City reserves the right to direct the Contractor to modify the Annual Education Plan at any time provided that Contractor may request a rate adjustment in accordance with Section 10.6 for any increase that results in a significant cost increase.

#### **6.3.6 On-going Education Requirements**

- 1. Annual Commercial and Multi-Family Premises Service Guides** – Each year, prior to January 31<sup>st</sup>, in accordance with Contractor’s Annual Education Plan submitted to the City pursuant to Section 6.3.5, Contractor shall prepare and distribute to each of the Commercial and Multi-Family Premises it services in the City a service guide that describes available services, including information about how to place Containers for Collection, which materials should be placed in each Container, Prohibited Container Contaminants, Collection Holidays, and the Contractor’s contact information. The service guide should also include information on holiday tree Collection, and any events such as mulch give away, shred events, and HHW

Collection events. The service guide must also include the information specified in Section 6.3.4.

2. **Annual Residential Service Guide** - Each year, prior to January 31<sup>st</sup>, in accordance with Contractor's Annual Education Plan submitted to the City pursuant to Section 6.3.5, Contractor shall provide to the City service guides that the Contractor shall include in the bills sent to Customers of Single-Family Premises. The service guides shall be tailored to Customers of Single-Family Premises and shall include the information in Section 6.3.6(1) as well as the information specified in Section 6.3.4. If it is not feasible to include the Residential service guides in City invoices, Contractor shall mail service guides to Single-Family Customers.
3. **Website** - Contractor shall develop and maintain a website (with a unique URL specific to the City) that is specifically dedicated to the City to provide Customers with detailed service information, and information about State and local recycling regulations. The website or webpage shall be accessible by the public and shall include all education and outreach materials provided pursuant to this Section. Contractor shall update the website regularly so that information provided is current.
4. **Provision of Educational Materials to Non-Compliant Customers** - Contractor shall provide educational materials to non-compliant Customers under this Agreement.

#### 6.3.7 Materials Distribution Methods

Contractor shall use the following methods to provide educational information to Customers. All materials are to be approved by City prior to distribution.

**Printed materials.** The Contractor shall be responsible for the design, printing, and distribution of these materials, subject to City approval. All Contractor-printed public education materials shall, at a minimum, use recycled content paper and/or be made of recycled material. The Contractor shall use 100% post-consumer paper and procure printed materials from local businesses.

**Electronic materials and website content.** Contractor shall provide to the City for its website content for education and outreach materials, which may include, but are not limited to: digital graphics, digital versions of print materials, social media posts, and blog posts. The Contractor shall be responsible for the design, posting, and electronic distribution of these materials, and for assuring compliances with any applicable copyright rules and for licensing the use of these materials to the City.

**Application for Mobile Devices.** Contractor shall provide its **My WM<sup>®</sup>** app for Single-Family Premises Customers to access on their mobile devices program information



including their Collection days, Holidays, Bulky Waste pickups, and Recycling guidelines.

#### **6.3.8 Personnel**

The Contractor shall assign one (1) full-time recycling coordinator dedicated 100% exclusively to the City of Corona. The duties of the recycling coordinator(s) shall be focused on public education, community outreach, Commercial and Multi-Family Premises site visits, and technical assistance. The outreach coordinator(s) shall offer education to Customers and employees at Multi-Family Premises and Commercial Premises employees on the importance of recycling, Food Recovery, resource recovery, Landfill Disposal reduction, as well as all State, federal, county, and City mandates, including SB 1383 and SB 1383 Regulations; and shall work with Customers to implement services, increase participation in Recyclable Materials and Organic Waste collection programs, and reduce contamination. The outreach coordinator(s) shall be responsible for implementing the education plans and programs specified in this Section.

### **6.4 Technical Assistance Program**

#### **6.4.1 Site Visits and Waste Assessments**

No later than two weeks after the Effective Date, and each year during the Term, Contractor shall provide to the City for approval an outreach and technical assistance plan detailing Contractor's efforts to provide outreach and technical assistance. Such outreach and technical assistance plan shall identify the site visit schedule for sending a representative of Contractor to visit Multi-Family Premises and Commercial Premises for the purpose of assessing how much Source Separated Recyclable Materials and Source Separated Organic Waste is being disposed; assessing the Source Separated Recyclable Materials and Source Separated Organic Waste Collection Service Levels needed to meet the requirements of SB 1383 Regulations; and encouraging all Customers to establish Source Separated Recyclable Materials and Source Separated Organic Waste Collection service. Contractor shall also notify Customers of opportunities to reduce costs by subscribing to Source Separated Recyclable Materials and Source Separated Organic Waste Collection service and reducing Gray Container Waste/ Collection service. Contractor shall contact Commercial Premises and provide site visits according to the City-approved outreach and technical assistance plan.

Contractor shall also provide a site visit to any Commercial or Multi-family Premises if the Customer requests a site visit, even if it is ahead of schedule.

The Contractor representative shall ensure that these Customers are participating in the Source Separated Recyclable Materials and Source Separated Organic Materials Collection Service. If the Customer is not in compliance or not participating, the



representative shall assist the Customers to select appropriate Containers and Container sizing, identify acceptable Solid Waste Collection services as set forth in this Agreement, and attempt to resolve any logistical barriers to providing Source Separated Recyclable Materials and Source Separated Organic Waste Collection service. Contractor in accordance with the outreach and technical assistance plan, shall provide ongoing, on-site training for employees at such Commercial Premises' staff, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and employees at Multi-Family Premises', including but not limited to: the Property Manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Refuse.

For each on-site waste assessment conducted pursuant to this section, Contractor shall document the items listed below. Contractor shall upload documentation to implementation tracking software each day if Contractor conducts a waste assessment in accordance with this Section.

- a. Pictures of material in all Containers;
- b. Characteristics of the property, business, and Customer type;
- c. Written recommendations for the appropriate Service Level for each material type;
- d. Provision of outreach and education materials appropriate to the Customer type;
- e. Determination of signage placement;
- f. Determination of any on-going training needs;
- g. Determination of any access needs;
- h. Documentation of any Special Service needs (such as, but not limited to, seasonal Collection service, automated on-call Compactor, etc.); and,  
Documentation of records of communications with the Customer.

#### **6.4.2 Record Keeping and Reporting Requirements**

Contractor shall maintain records of all technical assistance activities conducted and educational materials provided pursuant to Section 6.4 and submit reports to the City in accordance with Section 8.4. Upon request, Contractor shall provide City with master list of all Commercial and Multi-Family Premises with information about the outreach conducted at each Premises.

## **6.5 Procurement of Products with Recycled and Organic Contents**

### **6.5.1 Organic Waste Product Procurement**

In addition to Section 5.5.5, Contractor shall use reasonable efforts to assist the City in achieving its annual recovered organic waste product procurement target under 14 CCR Section 18993.1. Contractor and City shall meet and confer to discuss the type(s) and quantity of any commercially available SB 1383 qualified recovered organic waste product that Contractor may procure for City and may enter into a separate procurement agreement, provided there is no additional cost to Contractor or City, to assist the City in complying with its procurement obligations under 14 CCR §18993.1. If there is an additional cost, Contractor may request an extraordinary rate adjustment pursuant to Section 10.6.

### **6.5.2 Renewable Natural Gas**

If requested by City, Contractor shall provide the name, location, and contact information of each entity, operation, or Facility from whom the Contractor procured Renewable Natural Gas (RNG). If requested by City, Contractor shall provide the total amount of RNG procured by the Contractor for use in Contractor vehicles in the City of Corona, in diesel gallon equivalents (DGE), including copies of any receipts, invoices, or other similar documentation.

### **6.5.3 Recordkeeping Requirements.**

As may be provided for in any procurement agreement, Contractor shall maintain records that demonstrate ongoing compliance with the requirements of this Section 6.5 as required by CalRecycle. Contractor shall submit these records to the City upon request.

## **6.6 Billings**

### **6.6.1 Transfer of Residential Billing and Payment**

Contractor is responsible for the billing and collection of payments for Single-family services provided by Contractor under this Agreement as of the Effective Date. Contractor shall work with City staff within ninety (90) days after the Effective Date to transfer over billing services and to ensure a smooth transition of such services for City and all Customers. Prior to transferring the billing responsibilities to Contractor, Contractor and City shall meet and confer and develop a billing transfer plan. The plan shall include, but not be limited to:

- A description of the specific billing responsibilities the Contractor shall assume.
- The list of tasks that each the City and the Contractor shall perform to accomplish the transfer, and the expected date those tasks will be performed

- The date of the transfer (i. e., 'Billing Transfer Date') shall be the date specified in the transfer plan after which the City no longer bills for solid waste service.
- If needed, Contractor shall pro-rate its initial invoices to ensure that no customers are overbilled.
- The method to account for the outstanding amounts owed for solid waste services as of the Billing Transfer Date.
- The method for remitting residual payments to the Contractor
- Any other tasks or issues to ensure a smooth transition of the billing function to Contractor.

After the Billing Transfer Date, City shall continue to send Contractor a monthly payment equal to all residual monies received (after deducting any fees due to City) for the Solid Waste Collection Services it provides to Single-family Customers.

#### **6.6.2 Contractor Billing and Payment**

After the Billing Transfer Date, Contractor shall bill for all services it provides under this Agreement, and be solely responsible for collecting payment from all Customers. Contractor shall produce and send invoices monthly in advance, in a form reasonably approved by the City, for services received by Customers under this Agreement.

For all recurring services, Customers shall be invoiced monthly in advance. For all on-call or non-standard one-time services, Contractor shall bill monthly in arrears. Payment of the invoice shall be due within thirty (30) days from the date of the invoice. Invoices may be submitted by mail or electronically, and payment methods may include check, credit card or ACH debit. The Contractor shall not designate that portion of a Customer's bills attributable to the Franchise Fee as a separate item on Customers' bills.

If, during a month, a new Customer is added or removed, Contractor's billing for such Customer will be pro-rated based on the daily service rate (monthly rate for the applicable service(s) as set forth in Exhibit 1 divided by the number of actual days in the month). The daily service rate will then be multiplied by the number of actual days in the month that service was provided to the Customer.

Where it has been determined that a Customer has overpaid for service, for any reason, Contractor must provide the Customer a credit against future invoices or a refund (as selected by the Customer) as part of the next-scheduled invoicing.

### **6.6.3 Single-Family Billing Discount**

Single-Family Premises Customers who apply and qualify for income qualified discount for City utility services shall be entitled to a discount on Solid Waste Collection fees. City shall establish and maintain fair and equitable written procedures for approving applications for income qualified discounts. City shall notify Contractor upon each Customer's approval by City. Upon request, City shall provide Contractor with a current list of the approved income qualified Customers.

### **6.6.4 Delinquent Accounts**

- A. Single-Family Premises. Invoices to Single-Family Premises Customers shall be due in thirty (30) days. Contractor shall provide Single-Family Premises Customers with a notice of delinquency in the event of non-payment if an account is five (5) or more days past due. Contractor will not discontinue Collection Service from delinquent Single-Family Premises. City agrees to follow the procedure in Corona Municipal Code 8.20.310 to have the City Council consider placing qualifying delinquencies on the tax roll.

Contractor shall, by May 1st of each year or at such other time as agreed upon by City and Contractor, notify City in writing as to whether it will request to have City place and collect qualifying delinquencies on the tax roll. Contractor shall be responsible for timely preparing, at no cost to City, all required information, reports, notices, and materials including without limitation, the report required by Corona Municipal Code 8.20.310, and paying for any publication costs.

For the purposes of this Section, a "qualifying delinquency" is a Single-Family Premises Customer who is at least ninety (90) days in arrears in payment for services rendered by Contractor under this Agreement and for which Contractor has provided at least two mailed written notices of the delinquency delivered by first class mail to the Single-Family Premises and to the property owner, as that owner is listed on the last equalized assessment roll.

City shall pay Contractor any money collected from payment of fees for qualifying delinquencies, less the Franchise Fee and the City's cost to administer the tax roll lien process. City shall be entitled to charge an additional administrative fee to any outstanding amounts owed by a Single-Family Premises Customer that is added to the tax roll to compensate City for administrative costs incurred for placing the qualifying delinquency on the tax roll.



- B. Report of Delinquencies. In addition to, and to facilitate the foregoing, but not in lieu of any requirement stated above, Contractor shall report to the City, on a quarterly basis, all Single-Family Premises Customers whose accounts are over ninety (90) days past due.
- C. Commercial Premises. Invoices to Commercial Customers shall be due in thirty (30) days. Contractor shall provide Commercial Premises Customers with a notice of delinquency in the event of non-payment if the Customer's account is five (5) or more days past due. Contractor may cease Collection services to any Commercial Premises due to non-payment upon thirty (30) days prior written notice delivered by first class mail to the Customer and to the property owner, as that owner is listed on the last equalized assessment roll, with a copy to the City. If payment is not received within thirty (30) days from the notice of delinquency, Contractor may terminate Collection service at the Commercial Premises until the payment in full has been received including any accrued late fees (for such time as the bill remains unpaid after its due date), payment of a reactivation fee in the amount set forth in Exhibit 1, and any non-sufficient funds (NSF) bank charges. Contractor will provide City a list of delinquent accounts pursuant to Section 8.4. Contractor may not charge the Customer for service during any period in which service is suspended. A deposit equal to the rate for one month's service based upon the Customer's three-month average billing history may be required of accounts which have been discontinued for non-payment prior to re-instituting service at such accounts. Delinquent charges for Commercial Premises shall not be eligible for placement and collection on the tax roll.

#### **6.6.5 Refunds**

Contractor shall promptly refund each Customer any advance service payments made by such Customer for service not provided when service is discontinued by the Customer.

#### **6.6.6 Bill Format**

Contractor shall provide Customers with an option to receive invoices via paper invoices, or electronically using paperless invoices. For either method, Contractor shall include in invoices information about the type of service, the number and size of Containers, and the frequency of service. For services provided, all applicable rates and charges shown in Exhibit 1 shall be itemized on the invoice. Invoices for on-call services (including Roll-off) shall be itemized to include the service date, work order number, service description, and amount charged. Contractor shall not itemize any amount for Franchise Fees or any other

fees paid to local governments. The format of Customer invoices shall be subject to the City's reasonable approval.

#### **6.6.7 Billing of Container Contamination Fees**

Any Contamination Fees charged to a Customer shall be included and itemized on the Customer's invoice for the billing period in which the Contractor notified the Customer of the assessment of the Contamination Fee.

#### **6.6.8 Late Fees**

Contractor may charge late fees on invoices that are not paid within thirty (30) days. Late Fees each shall not exceed one percent (1%) of the outstanding balance.

### **6.7 Customer Waiver Program Coordination**

The City has the authority to grant to individual Commercial and Multi-Family Premises Customers waivers from the requirement to subscribe to Recyclable Materials and Organic Waste Collection service. These waivers may be granted to Commercial and Multi-family Customers for de minimis generation and lack of space in accordance with Applicable Law. The City cannot delegate to a private entity (e.g., Contractor) the authority to grant these waivers. However, Contractor can advise the City in determining which Customers shall qualify for a waiver. City shall maintain waiver-related records and report on waiver verifications.

#### **6.7.1 Contractor Waiver Request on Behalf of Customer**

Upon reasonable belief that a Customer may qualify for a de minimis, physical space, or Collection frequency waiver, the Contractor may submit a request to the City to grant a waiver to the Customer, provided that adequate evidence of the de minimis, physical space, or Collection frequency waiver requirements specified in 14 CCR Section 18984.11 is included with the request. The City shall review and approve or deny the waiver request. Contractor's request for consideration of a waiver shall include the Customer's name and address, type of Commercial Premises, or number of Multi-Family Dwelling Units if the waiver is for Multi-Family Premises, reasons Customer may be eligible for the waiver, and evidence such as, but not limited to: Service Level data, photo documentation, and technical assistance assessment results.

#### **6.7.2 Waiver Reverification**

Contractor shall assist the City in verifying that the Customers with de minimis and physical space constraints continue to meet the waiver requirements set forth in this Section 6.7. Contractor shall conduct such reverifications of waivers on City's request through authorized inspection of each Customer's Premises and review of applicable records at least once every five (5) years for de minimis and physical space constraint

waivers. The Contractor shall maintain a record of each waiver verification and provide a monthly report to the City documenting the waiver reverifications performed and recommendations to the City on those waivers that Contractor concludes are no longer warranted. The City shall make a final determination of the waiver eligibility of Customers.

### **6.7.3 Recordkeeping of Customer Waivers**

The City shall provide Contractor a monthly updated listing of waivers approved and rejected by the City, including the Customers' names, mailing address, service address, and type of waiver. Contractor shall maintain waiver-related records and report on waiver verifications. Notwithstanding the foregoing, City shall notify Contractor within seven (7) days of granting a waiver to any Customer under this Section 6.7.

## **6.8 Inspections and Enforcement**

### **6.8.1 Annual Compliance Reviews**

#### **1. General**

Contractor shall perform Compliance Reviews described in this Section commencing July 1, 2023, and at least annually thereafter, unless otherwise noted.

#### **2. Commercial Customer Compliance Reviews**

The Contractor shall complete a Compliance Review of all Commercial and Multi-family Premises that generate two (2) cubic yards or more per week of Solid Waste, including Organic Waste, to determine their compliance with: (i) Customer requirements under the City's Solid Waste Collection program; and, (ii) if applicable for the Customer, Self-Hauling requirements pursuant to 14 CCR Section 18988.3. The Compliance Review may entail a 'desk audit' review of records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service however, the City may require that the Contractor perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.

### **6.8.2 Compliance Review Process**

1. **Number of Reviews.** Each year, The Contractor shall conduct Compliance Reviews on all Customers with two (2) cubic yards or more of Solid Waste per week to adequately determine the Commercial Premises' overall compliance with 14 CCR Section 18984.9(a) and 14 CCR Section 18988.3. The City reserves the right to require additional reviews if the City reasonably determines in its sole discretion that the number of reviews conducted by the Contractor is insufficient to comply with 14 CCR 18995.1(a)(1)(A). The City may require Contractor to prioritize Compliance Reviews of Premises that the City determines are more likely to be out of compliance.



2. **Non-Compliant Customers.** During the Term of the Agreement, Contractor shall provide educational materials to non-compliant Commercial Premises Customers. Contractor shall provide these educational materials to the non-compliant Commercial Premises Customers within fourteen (14) days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during a Compliance Review. Contractor shall document the non-compliant Commercial Premises and the date and type of education materials provided and shall report such information to the City in accordance with Section 8.4. The City shall be responsible for subsequent enforcement action against the Customers.
3. **Documentation of Inspection Actions.** The Contractor shall generate a written and/or electronic record and maintain documentation for each Compliance Review conducted in the City's electronic recordkeeping system (Recyclist).

## **6.9 Service Complaints**

### **6.9.1 General.**

The Contractor shall maintain a computer database log of all oral and written Complaints received by Contractor from Customers or other persons. Complaints related to missed Collections shall be resolved according to the requirements described in Section 7.4. Complaints related to repair or replacement of Containers shall be resolved in accordance with Section 7.9. All other Complaints shall be resolved within two (2) Business Days. If the Complaint cannot be reasonably resolved in two (2) Business Days, Contractor will notify the City and will resolve the Complaint in a reasonable time. All complaints shall be resolved to the satisfaction of the City Manager. The complaint log maintained by Contractor shall include, but not limited to, the date and time of the Complaint, the nature of the Complaint, the person making the Complaint and their contact information, and how and when the Complaint was resolved. Contractor agrees to maintain for a period of at least five (5) years all Complaints registered by Customers and Persons.

### **6.9.2 Office Hours**

Contractor shall maintain and operate an office and customer service center within western Riverside County whose office hours shall be, at a minimum, from 8 a.m. to 5 p.m. Mondays through Fridays, except Holidays. A representative of Contractor shall be available during office hours for communication with the public at Contractor's service center. Normal office hour telephone numbers shall either be a local or toll-free call. Contractor shall also maintain a local or toll-free after-hours telephone number for use during other than normal business hours. Contractor shall have a representative or



answering service (a voice mail system is acceptable) available at the after-hours telephone number during all hours other than normal office hours.

#### **6.9.3 SB 1383 Regulatory Non-Compliance Complaints.**

For Complaints received in which the Person alleges that a Customer is in violation of SB 1383 Regulations, Contractor shall document the information. The Contractor shall provide this information in a brief report to the City for each SB 1383 Regulatory non-compliance Complaint in accordance with Section 8.4.4(i).

#### **6.9.4 Investigation of SB 1383 Regulatory Non-Compliance Complaints.**

Contractor shall commence an investigation, within thirty (30) days of receiving a Complaint in the following circumstances: (i) upon Contractor receipt of a Complaint that a Customer may not be compliant with SB 1383 Regulations and if City determines that the allegations against the Customer, if true, would constitute a violation of SB 1383 Regulations; and, (ii) upon City request to investigate a Complaint received by the City, in which the City determines that the allegations against the Customer, if true, would constitute a violation of SB 1383 Regulations. Contractor is required to investigate Complaints against Customers, but not against Food Recovery Organizations, or Food Recovery Services.

Contractor shall investigate the Complaint using one or more of the methods:

1. Reviewing the Service Level of the Customer that may not be compliant with SB 1383 Regulations;
2. Reviewing the waiver list to determine if the Customer has a valid de minimis, physical space constraint, or Collection frequency waiver;
3. Reviewing the Self-haul registration list to determine if the Customer has registered and reviewing the Customer's reported Self-haul information;
4. Subject to Customer's consent, inspecting Premises of the Customer, if warranted; and/or,
5. Contacting the Customer to gather more information, if warranted.

Within ten (10) working/calendar days of completing an investigation of an SB 1383 Regulatory non-compliance Complaint, Contractor shall submit an investigation report that documents the investigation performed and provides any evidence regarding compliance or non-compliance with SB 1383 Regulations based on the Contractor's investigation. The City Manager shall make a final determination of the allegations in the Complaint against the Customer.

#### **6.9.5 Resolution Disputed Customer Complaints**

1. The Contractor shall provide Customers with a summary of the Complaint resolution procedure set forth in this Section at the time Customers apply for service.
2. A Customer dissatisfied with Contractor's decision regarding a Complaint may ask the City to review the Complaint. To obtain this review, the Customer must request City review within 30 days of receipt of Contractor's response to the Complaint, or within 45 days of submitting the Complaint to the Contractor, if the Contractor has failed to respond to the Complaint. The City may extend the time to request its review for good cause.
3. Before reviewing the Complaint, the City Manager shall refer it to the Contractor. If the Contractor fails to cure the Complaint within 10 days or other such reasonable time if the Complaint cannot reasonably be cured. Within 10 days, the City Manager shall review the Customer's Complaint and determine if further action is warranted. The City Manager may request written statements from the Contractor and Customer, and/or oral presentations.
4. The City Manager shall determine if the Customer's Complaint is justified, and if so, what remedy, if any, shall be imposed. The remedy under this section may include, as applicable: 1) a rebate of Customer charges related to the period of breach of any of the Terms of this Agreement, or 2) liquidated damages pursuant to Section 12.9.2, or 3) any actual damages in the event of property damage caused by Contractor in the performance of its obligations under this Agreement that is not subsequently cured by Contractor.
5. The decision of the City Manager shall be final on any matter under \$1,000. In the event of a decision on a matter awarding \$1,000 or more, Contractor may seek review pursuant to Section 12.8.

#### **6.10 Solid Waste Composition Studies**

Contractor acknowledges that City may need to perform solid waste generation and Disposal characterization studies occasionally to comply with the requirements of AB 939 and other Applicable Laws and regulations. Upon City request, but not more than once every two years, Contractor, at its sole expense, shall conduct such studies to satisfy the requirements of AB 939 and other Applicable Laws and regulations.

## **6.11 Emergency Services**

### **6.11.1 Preparedness**

Upon request, Contractor shall provide its management expertise and contribute to City's emergency preparedness planning efforts at no additional charge to City.

### **6.11.2 Assistance with Disaster Recovery**

In the event of any natural or man-caused emergency or Disaster, Contractor shall Collect and dispose of Solid Waste resulting from the emergency or Disaster. Contractor shall help City and Customers recover from the Disaster in a prompt and cost-effective manner. Contractor shall provide the Collection equipment and personnel normally assigned to the City for the number of Work Days that that equipment and personnel typically work in the City.

### **6.11.3 Additional Costs; Reimbursement for Disaster Recovery Services**

If the emergency or Disaster requires the Contractor to rent additional equipment, employ additional personnel, or work existing personnel overtime to Collect additional Solid Waste resulting from the event, Contractor shall receive additional compensation, above its normal compensation in this Agreement, to reimburse Contractor for its additional costs. The Contractor's additional costs shall be based on the incremental amount of labor and equipment used by Contractor to Collect Solid Waste resulting from the event. For its additional labor and equipment, City shall reimburse Contractor based on the emergency service rates shown below in Table 1. The Rates in Table 1 shall be adjusted each year on July 1st based on the same rate adjustment percent increase calculated pursuant to Section 10.3.1. Prior to incurring any such additional costs, Contractor shall obtain City's written authorization to incur such costs.

**Table 1- Emergency Service Rates**

<b>Labor Position or Equipment Type</b>	<b>Hourly Rate</b>
Helper/Labor	\$65.00
Driver	\$65.00
Supervisor	\$85.00
Automated Side-loader	\$155.00
Front-loader	\$155.00
Roll-off	\$125.00

#### **6.11.4 City-wide Effort to Manage Disaster Debris**

If the City decides to oversee a coordinated effort to manage the Collection and Recycling of Disaster-related Solid Waste on a City-wide basis, Contractor shall provide City with its management expertise, including the full-time recycling coordinator with the background, knowledge and capability to assist in such an effort. Contractor shall provide this individual at no additional cost to City or its Customers.

#### **6.11.5 Record Keeping and Reimbursement**

Contractor shall assist the City and Customers in obtaining any applicable Disaster reimbursement and/or insurance claims by providing accurate records regarding the cost of services it provides during the aftermath of the Disaster, and the amount of Solid Waste resulting from the Disaster.



## **7 Standard of Performance**

### **7.1 General**

Contractor shall always comply with Applicable Law and regulations as the same exist at the time and provide services in a manner that is safe to the public and the Contractor's employees.

### **7.2 Hours of Service**

To preserve peace and quiet, no Refuse, Recyclables or Organic Waste shall be collected between the hours of 6:00 p.m. to 7:00 a.m. Site and route-specific exemptions may be made to this limitation by the City Manager. The Contractor shall adjust the early morning start point of Collection routes to address and minimize service Complaints when warranted and as practicable. If the regularly scheduled Collection day falls on a Holiday, alternate Collection shall be performed on the following Work Day, with Collection delayed for one Work Day for the remainder of the calendar week. Contractor shall give advance notice to all Customers affected by delay in their regular service due to a Holiday reschedule. Single-family Premises Collection shall only take place Monday through Friday, except when Saturday Collection is necessary due to a Holiday.

For example, a Wednesday Holiday would delay Wednesday, Thursday, and Friday Collection each to the following Work Day. Friday Residential Collection would be permitted on Saturday.

The Contractor shall be prepared to review its operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials collected under this Agreement with the City once annually upon thirty (30) calendar days written notice requesting said review. More frequent reviews may be required if operations are not satisfactory based on documented observations or Complaints. If the plan is determined to be inadequate by the City, the Contractor shall revise its plan incorporating any changes into a revised plan and review said revised plan with the City within thirty (30) calendar days.

### **7.3 Collection Holidays**

Notwithstanding anything to the contrary in Section 7.2, if the day of Collection on any given route falls on a weekday Holiday observed by the landfill or other Disposal Facility, Contractor shall observe the Holiday and postpone Collection Service for such route until the next Work Day. In such cases, Saturdays of those weeks shall be considered a Work Day. Contractor shall not provide collection service on a Holiday. In the event of such Holidays observed by the landfill or other Disposal Facility, Contractor shall provide City with seven (7) days' notice.

#### **7.4 Missed Pick-ups**

When notified of a missed pick-up, the Contractor shall collect the Refuse, Recyclable Materials, and Organics Waste the same Work Day, if notified by 2:00 pm, otherwise Contractor shall collect the Refuse, Recyclable Materials, and Organics Waste by 5:00 P.M. of the following Work Day, unless the Contractor can provide documentation that the Container(s) was not placed for Collection in a timely manner (evidence may include a report by the driver, provided at time of normal Collection, indicating no Container had been placed out for Collection) or Collection was not possible due to an obstruction. If Contractor is unable to Collect due to circumstances outside of Contractor's control such as over-filled Containers, obstructed Containers, or unsafe conditions, Contractor shall arrange to have the dispatcher call the customer to try to have the condition resolved so that the Container can be Collected later by 6:00 pm the same day. Contractor shall contact the Customer after the missed Container is Collected to ensure that the Customer is satisfied. A summary of missed pickups shall be submitted to the City monthly.

#### **7.5 Manner of Collection**

The Contractor shall Collect Solid Waste, Recyclable Materials, and Green Waste, with as little disturbance as possible and shall leave any receptacle at approximately the same point it was Collected. The Contractor shall exercise due care and diligence in the Collection process. Contractor shall endeavor to prevent spilling, scattering or dropping materials during the Collection process. However, in the event that material is spilled, scattered or dropped, the Contractor shall clean up the material as soon as practicable but no later than within four (4) hours of discovering or receiving notice of such spill.

#### **7.6 Commingling of Refuse, Recyclables and or Organics**

Contractor shall not comingle in a Collection vehicle Refuse, Recyclable Materials, or Organic Waste with each other when Collected by Contractor unless otherwise specifically authorized by City. Contractor shall not be deemed to have violated this section where such materials were commingled prior to Collection by Contractor or where the Container contains Prohibited Container Contaminants.

#### **7.7 Dedicated Routes**

All Solid Waste Collected in the City shall not be commingled in Collection vehicles with Solid Waste from other jurisdictions. All routes shall be dedicated exclusively to City of Corona Solid Waste.

## **7.8 Collection Equipment Requirements**

### **7.8.1 General**

Contractor shall provide vehicles that are sufficient in number and capacity to efficiently perform the work required by this Agreement. Contractor shall always maintain reserve Collection equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by Contractor to perform its regular Collection services. Contractor shall provide vehicles and equipment that can safely navigate all City roads, streets and alleys, both public and private. Contractor shall equip vehicles to prevent Solid Waste from being blown or otherwise escape from the vehicle. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes its vehicles. No vehicles shall be utilized if it is leaking fluids. Contractor shall clean up any leaks or spills from its vehicles. Contractor shall equip all Collection vehicles with absorbent for such cleanups. No fluids shall be washed into storm drains at any time.

### **7.8.2 Appearance**

Contractor shall paint each vehicle (including performing all necessary body work) as frequently as necessary to maintain a positive public image. Contractor shall mark both sides of each vehicle with the Contractor's name, telephone number, and a vehicle number in letters not less than six (6) inches in height. Contractor shall maintain each vehicle in a clean and sanitary condition both inside and out.

### **7.8.3 Maintenance**

Contractor shall perform all scheduled maintenance functions upon collection vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection vehicles maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance have been properly performed, and shall make such records available to City upon request.

### **7.8.4 Vehicles Age**

The average age of Contractor's Collection vehicles used in the performance of this Agreement shall not exceed seven years, and no individual Collection vehicle that is older than ten years may be used. For purposes of calculating the age of a vehicle or of Contractor's fleet, the age shall be the age of the chassis and body, rather than the age of the engine.



#### **7.8.5 Emissions**

Contractor's Collection vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District (SCAQMD) and any other air-quality regulatory body that may have jurisdictional authority during the Term of this Agreement.

#### **7.8.6 Noise**

Contractor's vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy-five (75) decibels (dB) twenty-five (25) feet from the collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing entity, for any Collection vehicle which City or Contractor has received more than one Complaint regarding excessive noise in a twelve-month period.

#### **7.8.7 Safety**

Contractor shall equip each vehicle with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry during the Term of this Agreement. Collection vehicles shall be well marked and highly visible. At a minimum, compaction Collection vehicles shall have a back-up warning alarm, and a camera back-up system, or its equivalent.

#### **7.8.8 Vehicles Used for Bulky Waste**

Vehicles used for Collection of Bulky Waste shall not use compactor mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other gases from pressurized appliances. Contractor may use vehicles with mechanical packing mechanisms if used for the purpose of collecting Bulky Waste that are not deemed Recyclable or reusable.

#### **7.8.9 Inspection of Vehicles**

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly. Contractor shall regularly inspect each collection vehicle to ensure it meets the requirements of the California Vehicle Code and the California Highway Patrol. Upon City's request, Contractor shall provide the City copies of its Basic Inspection of Terminals ('BIT') inspection reports to City. Contractor shall make all inspection records related to its vehicles available to City upon request by the City Manager. City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the



provisions of this Agreement. Upon request, Contractor shall furnish City a written inventory of all equipment, including collection vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity. Any Collection vehicles that the City Manager deems inappropriate for use in City for any reason (including its appearance) shall be removed from service in City, until such time as the City Manager determines the issue regarding said Collection vehicle is corrected.

#### **7.8.10 Minimization and Reporting of Spills; Litter Abatement**

The Contractor shall use due care to prevent Solid Waste or fluids from leaking, being spilled and/or scattered during the Collection or Transportation process. If any Refuse, Recyclables, Organic Waste, or fluids leak or are spilled during collection, the contractor shall promptly clean up all such materials. A broom and shovel shall be carried on each Collection vehicle for this purpose. Contractor shall notify City within thirty (30) minutes of spill of any material with the potential to reach the storm drains, including all liquids. The Contractor shall not transfer Solid Waste from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, an emergency or a pre-approved method of Solid Waste transfer between vehicles, without prior written approval by the City.

During the Collection or Transportation Process, the Contractor shall clean up litter in the immediate vicinity of any Refuse, Recyclables or Organic Waste storage or Collection area regardless of whether the Contractor has caused the litter. The Contractor shall identify and report to the City instances of repeated spillage not caused by Contractor directly and the Customer responsible for such spillage. The City will attempt to rectify such situations with the Customer if the Contractor has already attempted to do so without success.

### **7.9 Containers**

#### **7.9.1 Carts**

Contractor shall provide Carts to Customers with Cart Collection Service during the Term of this Agreement. Carts and Cart lids must meet color, size, uniformity, and quality requirements of this Agreement. Contractor shall provide and maintain Carts and Cart lids with consistent colors and in good condition. Contractor shall maintain all Carts in good repair. Carts shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in each type of Cart. Cart markings and labels shall be subject to City approval.

### **7.9.2 Cart Replacement**

Any Cart damaged by the Contractor shall be replaced by the Contractor, at the Contractor's expense. If a Cart is lost, stolen or damaged beyond repair through no fault of the Contractor, the Contractor shall deliver a replacement Cart to Customer by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day. Each Cart Customer shall be entitled to the replacement of one (1) lost, destroyed, or stolen Gray Container, one (1) lost, destroyed, or stolen Blue Cart, and one (1) lost, destroyed, or stolen Organics Waste Cart during the Term of this Agreement at no cost. For replacements of more than one (1) lost, destroyed, or stolen Cart of each type/color during the Term through no fault of Contractor, Contractor may charge Customer the Cart replacement fee as set forth in Exhibit 1.

### **7.9.3 Ownership of Carts**

Contractor shall own all Carts provided under this Agreement. In the event this Agreement is not extended or renewed, Contractor shall remove all Carts in service from the City within 30 days after termination of this Agreement unless otherwise agreed upon by the Parties in writing.

### **7.9.4 Bins**

Contractor shall provide Bins to Customers with Bin Collection Service during the Term of this Agreement. The size and quantity of Bins shall be determined by mutual agreement between the Customer and Contractor and shall be subject to City approval. The Contractor shall maintain Bins in a reasonably clean condition and free from Putrescible Waste residue that causes a nuisance, odors or vector harborage. Bins shall be constructed of heavy metal, or other durable material and designed to limit leaking. Bins shall be well painted and maintained in good repair. Contractor shall mark each Bin with the name of Contractor and phone number in letters not less than three (3) inches high. Bins shall be labeled to include instructions on what materials should and should not be placed in the Bin. All Bins shall be painted a uniform color to comply with the Container color requirements of 14 CCR Section 18984.7.

### **7.9.5 Bin Exchange**

Upon Customer or City request, or if required to maintain the Bins in a clean condition, Contractor shall provide one (1) free Bin cleaning or exchange once per calendar year at no additional charge. Contractor may charge the Customer a fee for subsequent Bin cleaning or exchange in a calendar year in accordance with the rate set forth on Exhibit 1. Contractor shall provide replacement Bins more frequently if directed by City to prevent

a nuisance caused by odors or vector harborage. Contractor shall remove graffiti from any Bin or replace such Bin within two (2) Work Days of request by City or Customer.

#### **7.9.6 Locking Bins**

Contractor shall provide locking Bins upon Customer request. Contractor may charge Customer a monthly charge for locking Bins in accordance with the approved rate schedule set forth in Exhibit 1.

#### **7.9.7 Roll-off Boxes**

Contractor shall provide Roll-off Boxes to Customers with Roll-off Collection Service sufficient to meet Customer demand throughout the Term of this Agreement. Contractor shall keep all Roll-off Boxes clean, well-painted, free from graffiti, and in good repair. Contractor shall display the name and phone number of Contractor in letters not less than three (3) inches high on Roll-off Boxes. Colors and labelling of the Roll-off Boxes shall be subject to advance approval by the City.

#### **7.9.8 Roll-off Compactors**

Maintenance of Customer-owned Roll-off Compactors shall be the responsibility of the Customer, and not the Contractor. Contractor may sell, or lease Roll-off Compactors to Customers. Any such sale or lease shall be outside the scope of this Agreement. Any proceeds to Contractor from the sale or lease of Roll-off Compactors are not included in Gross Receipts.

### **7.10 Personnel**

Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical, and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor also agrees to establish and enforce an educational program that will train the Contractor's employees in the identification of Hazardous Waste. Contractor's employees shall not knowingly place such Hazardous Waste in the Collection vehicles, nor knowingly dispose of such Hazardous Waste at the processing Facility or Disposal Facility. Contractor shall provide suitable operational, health, and safety training for all its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

For Contractor's personnel that need access to secured City facilities, City shall provide any needed keys, access codes and or badges. For Contractor personnel that leave



Contractor's employment, Contractor shall return access badges to City within forty-eight (48) hours.

#### **7.10.1 Conduct**

Contractor's employees shall conduct themselves in a competent, thorough, and courteous manner. Upon direction by the City, Contractor shall transfer out of the City any employee who materially violates any provision in this Agreement, or who is negligent, careless, or discourteous in the performance of their duties. Contractor's field operations personnel shall wear a clean uniform with the employee and Contractor's name. Contractor's employees, who normally meet the public, shall bear a Contractor photo identification card. Contractor's employees shall not in any way represent themselves as employees of City.

#### **7.10.2 Fees and Gratuities**

Contractor shall not, nor shall it permit any agent, employee or sub-grantee employed by it, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement.

#### **7.10.3 Right of Entry**

To the extent that the City can grant such a right, Contractor shall have the right, until receipt of written notice revoking permission is delivered to Contractor, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting Solid Waste pursuant to this Agreement.

#### **7.10.4 Drug and Alcohol Testing**

Contractor shall prescreen all applicants seeking employment that would result in the applicant, if hired, driving Contractor's vehicles within City. The prescreening shall include drug and alcohol testing by a certified independent testing laboratory. Contractor shall reject any applicant for employment within City who tests positive for any prohibited substance. In addition, Contractor shall conduct unannounced random drug and alcohol testing of all employees performing driving duties within City pursuant to the regulations administered by the Federal Motor Carrier Safety Administration (49 CFR, Part 40). The random testing shall be conducted by a certified independent testing laboratory. Any employee who tests positive for prohibited substances or alcohol shall be immediately and permanently removed from any assignment to perform duties under this Agreement.

#### **7.10.5 Service Supervisor**

Contractor has designated a service supervisor to oversee the Collection service within the City. At least thirty (30) calendar days prior to replacing the designated supervisor



Contractor shall notify City in writing of the name and qualifications of the new service supervisor. Contractor shall ensure that such replacement is an individual with like qualifications and experience. The service supervisor shall be available to the City by mobile phone at all times that Contractor is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, Contractor shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor, the service supervisor shall provide the City with an emergency phone number where the supervisor can be reached outside of normal business hours.

#### **7.10.6 Service Liaison**

Contractor shall designate in writing a field supervisor (i.e., route manager) as 'Service Liaison' who shall be responsible for working with City and/or City's designated representative(s) to resolve customer service-related Complaints and strategize with City on an on-going basis regarding more efficient collection practices. The Service Liaison shall be available as needed to have daily contact with City staff and shall coordinate with the City's Public Works Department to coordinate collection practices to accommodate City capital improvement projects. City shall have the right to approve the Contractor's choice for a liaison.

#### **7.10.7 Non-discrimination**

Contractor shall not discriminate against any Person based on such Person's race, sex, color, national origin, religion, marital status, age, disability, or sexual orientation. Contractor shall comply with all applicable local, State, and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

#### **7.10.8 Lockouts**

Contractor shall not institute a lockout of any or all of its employees unless Contractor has previously provided an alternate plan of continuing the level of services required under this Agreement during the entire possible period of such a lockout with ample fully trained substitutes for all such locked-out employees, and City has approved such alternate plan in writing prior to such lockout being instituted by Contractor.

#### **7.11 Excluded Waste Inspection and Handling**

Contractor has the right and obligation to inspect Solid Waste put out for collection and to reject Solid Waste observed to be contaminated with household hazardous waste or Excluded Waste. In the event Contractor observes any Excluded Waste in a Container prior to Collection, Contractor shall reject the material, tag the Container, notify the Customer of the non-collection (including instructions to the Customer for the proper method to discard of Excluded Waste), and record the event in the Customer's profile in Contractor's billing system. Contractor shall notify all agencies as required by Applicable

Law if Excluded Waste is found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Excluded Wastes unlawfully disposed of or released on any City property, including storm drains, streets or other public rights of way, Contractor shall take a digital photo of the material and Container, and immediately notify the City.

#### **7.12 Refusal to Collect**

When Solid Waste is not collected from any Customer, Contractor shall notify its Customer in writing, at the time Collection is not made, using a 'tag' or otherwise (including electronic means, such as e-mail or text message), of the reasons why the Collection was not made.

#### **7.13 Load Weight**

Contractor shall not load its Collection vehicles such that the vehicle's gross weight (the total weight of the load and the vehicle) exceeds the manufacturer's gross vehicle weight rating (GVWR) or exceeds any other weight limits imposed by State or local laws or regulations.

##### **7.13.1 Pavement Damage**

Contractor shall be responsible for any extraordinary damage to City's driving surfaces, whether or not paved, resulting from the weight of vehicles providing Collection services when it can be demonstrated that such damage is caused by vehicles exceeding the legal maximum weight limits of the State of California or the negligent operation of vehicles by Contractor's employees.

##### **7.13.2 Property Damage**

Contractor shall, at Contractor's expense, repair or replace any physical damage to private or public property caused by the employees or subcontractors of Contractor.

#### **7.14 Route Maps and Changes**

Upon request by City, Contractor shall provide the City with maps of Contractor's Hauler Routes in a format acceptable to the City. Such route maps are subject to the requirements of Section 8.2 and Section 8.4.6. Contractor shall submit to the City, in a format acceptable to City, maps of any proposed Hauler Route changes within five (5) Business Days of such change.

#### **7.15 Change in Collection Schedule**

The Contractor shall notify the City sixty (60) calendar days prior to, and Single-family Premises not later than thirty (30) calendar days prior to, any change in Collection

operations which results in a change in the day on which Single-family Premises Solid Waste Collection occurs. The Contractor shall not permit any Customer to go more than seven (7) calendar days without service in connection with a collection schedule change. The City's approval of any change in the Collection schedule for Single-Family Premises is required prior to such change, and such approval will not be withheld unreasonably.

#### **7.16 Commingling of Routes**

Contractor shall not commingle, in the vehicles or otherwise, any Refuse with any Recyclable Materials or Green Waste, or any Refuse, Recyclable Materials or Green Waste with each other when collected by Contractor, unless otherwise specifically authorized in writing by City. Contractor shall not be deemed to have violated this section where such materials were commingled prior to Collection by Contractor.

#### **7.17 Diversion Requirements**

Should the City not meet the City-wide AB 939 Diversion minimum requirements (i.e., CalRecycle's maximum disposal target for the City expressed in pounds per person per day) or any State requirements under AB 1826 or SB 1383 for its entire waste stream and if the City reasonably determines that the Contractor has not maximized Diversion from the services and programs contemplated under this Agreement, the Contractor agrees to undertake its best reasonable efforts to implement programs and provide equipment necessary in order for the City to comply with Applicable Law.

Contractor hereby agrees to assist the City to meet or exceed, on an annual basis, the minimum Diversion requirements by undertaking the following actions:

1. Except for Container Contamination, Organic Waste collected from homeless encampments, or material subject to quarantine by the California Department of Food & Agriculture, collect and deliver all Organic Waste to an approved Organics Waste Processing Facility for processing and diversion.
2. Except for Container Contamination, collect and deliver all Recyclable Materials to an approved processing Facility, or other certified recycling facility, for processing and diversion.
3. Collect and deliver all Refuse to an approved Disposal Facility.
4. Collect and deliver all Construction and Demolition Debris to an approved Facility (or other certified C&D Facility that complies with Applicable Law) for processing and diversion.



5. Only Container Contamination, residue, or material in Gray Containers will be delivered to landfill for disposal.
6. All other material must go to the applicable approved Facility for processing and diversion.
7. Contractor must take all commercially reasonable and lawful actions to maximize diversion of materials from landfills.
8. Contractor shall develop and provide sufficient accurate information and data as necessary for the City annually to provide reporting with respect to the Diversion Requirement to CalRecycle.
9. Contractor shall implement public education and outreach programs as required under this Agreement.

If CalRecycle determines that City has failed to meet the minimum Diversion requirements, and City Manager reasonably determines that such failure has been caused by Contractor's failure to undertake the actions described in this Agreement, Contractor must prepare, at Contractor's cost and expense, and timely submit a corrective action plan to City sufficient to demonstrate good faith efforts by Contractor to comply with minimum Diversion requirements. The corrective action plan must be acceptable to CalRecycle. Contractor must implement all measures identified in the corrective action plan at its sole cost and expense, unless the failure to meet Diversion requirements was due to a Change in Applicable Law or due to the negligent acts or omissions of the City.



## **8 Record Keeping and Reporting**

### **8.1 Record Keeping**

#### **8.1.1 Record Retention**

Subject to Applicable Law related to privacy and data security, Contractor shall maintain Customer contact data, customer service, accounting, statistical, operational, disaster recovery, and other records related to its performance as shall be necessary to provide reporting required by this Agreement and Applicable Laws, and to demonstrate compliance with this Agreement and Applicable Laws (such as, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383 statutes and corresponding regulations). Contractor shall maintain adequate records, and corresponding documentation, of information required by this Section 8.1 and Section 8.4, such that the Contractor is able to produce accurate monthly, quarterly, and annual reports, and is able to provide records to verify such reports. Contractor shall make these records available and provide to the City any record or documentation related to its performance under this Agreement and necessary for the City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383 statutes and corresponding regulations; and, other current or future federal, State, or local statutes and regulations, as amended. Upon request by the City, the Contractor shall provide access to Contractor's requested records in a timely manner, not to exceed ten (10) business days.

#### **8.1.2 Record Retention Methods and Security**

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports. Contractor's records shall be stored in one central location, physical or electronic, that can be readily accessed by the Contractor. The City reserves the right to require the Contractor to maintain the records required in this Agreement through the use of a City-selected web-based software platform, at Contractor's expense. Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus five (5) years after its expiration or earlier termination. Records and data shall be in chronological and organized form. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data and records shall be protected and backed-up. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required.

### **8.1.3 Billing Records**

The Contractor shall maintain records of billings and receipts for a period of five (5) years after the date of service for inspection by the City upon request at no cost at Contractor's local office.

### **8.1.4 CERCLA Defense Records**

The City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), State Hazardous Substance Law, and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where all Solid Waste Collected in the City was taken for Disposal to be of utmost importance. The Contractor shall maintain data retention and preservation systems which can establish where all Solid Waste Collected in the City was landfilled and provide a copy of the tonnage reports required in Section 8.4 to the City for twenty-five (25) years after termination or expiration of this Agreement. The Contractor agrees to notify the City at least ninety (90) days before destroying such records. This provision shall survive the expiration or termination of this Agreement.

### **8.1.5 Compilation of Information for State Law Purposes**

Contractor shall maintain accurate records of its operation related to its performance of its obligations under this Agreement, including, but not limited to, discarded materials quantities Contractor collected and quantities transported or transferred to each approved Facility, listed separately by material type, Customer type, and Facility where such materials were Disposed. Records shall be maintained in such form by methods that facilitate the use of data for the production of reports as needed. The Contractor shall make these records related to its performance of its obligations under this Agreement available and provide to the City any record or documentation necessary for the City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, AB 1595, and SB 1383 statutes and corresponding regulations; and, other current or future local, Federal or State statutes and regulations that become applicable to this Agreement.

## **8.2 Audit of Records**

The records and accounting records of Contractor and City shall be subject to audit and inspection, for the primary purpose of reviewing billing operations, accounts receivable and customer service, by either party, its auditors or other agents, no more often than once every two (2) years during the Term. Such audit or inspection shall take place at City's City Hall, if practicable, or at a Contractor facility in Riverside County. The Contractor shall bear the cost of such audit up to (\$50,000.00) for each audit. The amount of the maximum amount shall increase each year by the same percentage at the rate

adjustment percentage based on the CPI pursuant to Section 10.3. In the event either party engages a qualified professional service provider to perform any such audit, the qualified professional service provider shall agree to a reasonable non-disclosure agreement with Contractor to protect Contractor's proprietary, confidential, and trade secret information and subject to California privacy rights to the extent permitted under Applicable Law. Any such non-disclosure agreement shall not preclude the qualified professional from providing workpapers to, or disclosing any such information to, the City. City agrees to protect any such confidential information from public disclosure.

If such audit discloses an underpayment, the appropriate party shall promptly repay such underpayment, together with interest at the rate of twelve percent (12%) per annum computed from the date of underpayment. If an audit discloses an overpayment by either party, the party receiving the overpayment shall promptly refund the overpayment without interest, or credit it without interest against sums owed by the other party.

### **8.3 Performance Audit**

#### **8.3.1 Selection and Cost**

The City may conduct performance reviews ("performance reviews") of Contractor's performance. The performance reviews may be conducted by the City or by a qualified firm under contract to the City. The City shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from Contractor. Contractor shall reimburse City for the actual cost of the performance review up to a maximum of fifty thousand dollars (\$50,000.00) for each review. The amount of the maximum amount shall increase each year by the same percentage at the rate adjustment percentage based on the CPI pursuant to Section 10.3.

In the event either party engages a qualified professional service provider to perform any such audit, the qualified professional service provider shall agree to a reasonable non-disclosure agreement with Contractor to protect Contractor's proprietary, confidential, and trade secret information and subject to California privacy rights to the extent permitted under Applicable Law. Any such non-disclosure agreement shall not preclude the qualified professional from providing workpapers to, or disclosing any such information to, the City. City agrees to protect any such confidential information from public disclosure. City shall not conduct performance reviews more often than once every three (3) years during the Term.

#### **8.3.2 Purpose**

The performance reviews shall be designed to meet the following objectives:



1. Verify that Contractor is billing Customers accurately. For example, that Customer billing rates have been properly calculated and they correspond to the level of service received by the Customer.
2. Verify that Franchise Fees, and other fees required under this Agreement have been properly calculated and paid to the City.
3. Verify Contractor's compliance with the reporting requirements and performance standards of this Agreement.
4. Verify the diversion percentages reported by Contractor.
5. Confirm that the Contractor's routes are efficient.
6. Confirm that the Contractor's routes are organized such that missed Collections are kept to a minimum.
7. Evaluate the Contractor's vehicle and worker safety record.
8. Evaluate any other aspect of the Contractor's performance required under the Agreement.

### **8.3.3 Contractor's Cooperation**

Contractor shall cooperate fully with each performance review and provide all requested data, including operational data, financial data and other data related to Contractor's performance of this Agreement requested by the City within thirty (30) calendar days or other such reasonable time as the parties may agree. Failure of Contractor to cooperate or provide the requested documents in the required time shall be considered an event of default.

## **8.4 Reporting and Information Transfer**

### **8.4.1 Reports and Data – Purpose and Format**

Contractor shall maintain records and data in forms that facilitate preparation of useful reports, and the efficient transfer of needed data. All reports and data shall be adequate to enable the City to:

- a) Meet current and future reporting requirements to CalRecycle, including but not limited to AB 939, AB 341, AB 1826, and SB 1383.
- b) Monitor the individual SB 1383 compliance of the Contractor's Commercial and Multi-family Customers.
- c) Determine and set rates and evaluate the efficiency of operations.
- d) Evaluate progress toward the City's waste diversion and climate goals.



- e) Evaluate customer service and Complaints.
- f) Evaluate customer billing and service information

The Contractor may propose report formats that are responsive to the City's objectives. The City reserves the right to approve or modify the format of each report. The Contractor shall provide a statement, signed under penalty of perjury by a representative authorized to bind Contractor, with each report indicating that the report is true and correct.

#### **8.4.2 Customer Data Transfer**

The Contractor shall submit all reports by electronic means in a format compatible with the City's computers and software, or any format reasonably specified by the City's software company. The City reserves the right to require Contractor to periodically transfer Customer data to a City selected web-based software platform at no additional cost to Contractor.

#### **8.4.3 Reports – Schedule**

Contractor shall submit monthly reports required by this Agreement or Applicable Law within thirty (30) calendar days after the end of each month. Contractor shall submit annual reports required by this Agreement or Applicable Law before March 1st following the reporting year. If requested by the City, the Contractor shall submit to the City its Complaint summary, described in Section 6.9, within five (5) business days of request.

#### **8.4.4 Reports - Monthly**

Monthly reports shall include, at a minimum, the following information:

- a) The amount in tons of material collected by the Contractor for the month, sorted by type of material (Refuse, Recycling, Organics, Bulky Waste, etc.) and type of Customer (Residential, Commercial, Roll-off, etc.).
- b) The number of tons taken during the month to each Facility and where the tons were processed or disposed.
- c) A summary of Single-family Residential Premises Customer information, including:
  - a. The number of Customers subscribed to each Cart size;
  - b. The number of Bulky Waste collections performed during the month;
  - c. A summary of the number of missed pickups.

- d. A list of delinquent accounts
  - e. A summary of information recorded in the Contractor's Complaint log (See Section 6.9);
  - f. A summary of all Abandoned Items Collected during the month (See Section 5.5.2).
- d) A summary of Commercial Customer information, including for each type of Customer:
- a. Total number of Commercial Customers;
  - b. Number of each type of account subject to (i.e., 'covered') AB 341 and AB 1826;
  - c. Number of accounts compliant and non-compliant with SB 1383 via participation in Contractor's recycling programs;
  - d. A list of all customers not in compliance with mandatory three-Container service, in accordance with applicable State Law and SB 1383.
  - e. Number of Customers with waivers by type of waiver (de minimis, physical space, collection frequency);
  - f. The total number of Containers disposed due to the observation of Prohibited Container Contaminants.
  - g. Number of Compliance Reviews (pursuant to Section 6.8.1) conducted during the month with a summary of the results; and,
- e) A Summary of Customers with Roll-off Collection Service information, including:
- a. The number of loads hauled by type of Customer (permanent, C&D), and
  - b. By material type.
- f) A summary of contamination monitoring activities, including:
- a. Results of Route Reviews (Section 6.2.1) performed during that month, if elected by Contractor;
  - b. Results of Waste Evaluations (Section 6.2.2) performed during that month, if elected by Contractor;
  - c. A list of all Customers issued warning notices for contamination; and,
  - d. A list of all Customers assessed Contamination Fees, if applicable.

- g) Monthly status of the Contractor's public education and outreach activities;
- h) Narrative summary of any problems encountered (including scavenging) during the month and actions taken with recommendations for the City, as appropriate.
- i) Complaints regarding non-compliance with SB 1383 pursuant to Section 6.9.3.
- j) Any other information requested by the City in accordance with Section 8.4.8 .

For a comprehensive list of reports, refer to Exhibit 6 of this Agreement.

#### **8.4.5 Annual Reports**

Contractor shall prepare and submit an annual report that summarizes the information in the monthly reports on an annual basis. In addition to the information in the monthly reports, the annual report shall include, at minimum:

- a) The Contractor's annual waste Diversion rate calculated as follows: The total amount of Recycled Materials and Organic Waste Collected and diverted from landfills, divided by the total amount of Solid Waste Collected;
- b) The Contractor's annual C&D Diversion
- c) A recap of key events and accomplishments during the year;
- d) Copy of Excluded Waste diversion records showing types and quantities, if any, of Excluded Waste that was inadvertently collected, but diverted from landfilling;
- d) An inventory of vehicles and summary of the number of routes by type of service;
- e) A summary to include photos of the Contractor's education and outreach accomplishments during the year.
- f) A summary of information recorded in the Contractor's Complaint log (See Section 6.9);
- g) A summary of the quantity of recovered-organic products procured by Contractor pursuant to Section 6.5 of this Agreement.
- h) Contractor's most recent BASIC Score determined by the Federal Motor Carrier Safety Administration;

Any of Contractor's terminal inspection reports resulting from the California Highway Patrol's Basic Inspection of Terminals (BIT) program for facilities used by Contractor to maintain its fleet;

- i) A summary of Contractor's Gross Receipts collected from Customers, and all fees paid to the City, during the previous calendar year; and,

- j) Any other information requested by the City related to Contractor's performance of this Agreement in accordance with Section 8.4.8.

#### **8.4.6 Reports are Subject to Public Records Act**

Contractor agrees that any documents provided by the Contractor to the City shall be subject to the California Public Records Act (Government Code Title 1, Division 7, Chapter 3.5 et. seq.), and may be disclosed pursuant to a proper public records request except to the extent that disclosure is not required under the California Public Records Act.

Notwithstanding anything to the contrary: Contractor acknowledges that City is legally obligated to comply with the California Public Records Act ("CPRA"). City acknowledges that Contractor may consider certain records, reports, or information contained therein, which Contractor is required to provide to City under this Agreement, to be of a proprietary or confidential nature. In such instances, Contractor will inform City in writing of which records are considered propriety or confidential. At such time as City receives a request for records under the CPRA or Federal Freedom of Information Act or a subpoena or other court order requesting disclosure of records that are marked or identified by Contractor as proprietary or confidential, City shall notify Contractor of the request, subpoena or order and of City's obligation and intent to provide a response within 10 days. Contractor shall within five days either: (i) consent in writing to the disclosure of the records; or (ii) seek and obtain, at Contractor's sole cost and expense, the order of a court of competent jurisdiction staying or enjoining the disclosure of the records. If Contractor fails to either provide written consent to the disclosure of the records or fails to notify the City of its filing for a court order, City may disclose the records without further compliance with the requirements of this Section.

#### **8.4.7 Reporting of Adverse Information**

Contractor shall provide the City copies of all reports or other material adversely affecting Contractor's ability to perform this Agreement that are submitted by Contractor to the Environmental Protection Agency, CalRecycle or any other federal or State agency. Copies shall be submitted to the City within thirty (30) days of Contractor's filing of such matters with said agencies. Contractor's routine correspondence, confidential, proprietary, or non-public submittals to said agencies need not be automatically provided to the City. All reports and records required under this section shall be furnished at the sole expense of the Contractor.

#### **8.4.8 Additional Information**

Contractor shall cooperate fully with City's ongoing reporting requirements under Applicable Law by providing City with requested information related to Contractor's performance under this Agreement within a reasonable time of Contractor's receipt of



City's request, but in no event longer than fifteen (15) days after such receipt. Contractor shall incorporate into the reports required by this Section any additional information requested by City, as long as such information is readily available. In the event any additional information requested by City is not readily available or significantly more costly to provide, Contractor may request a rate adjustment pursuant to Section 10.6.

#### **8.4.9 Failure to Report**

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

## **9 City Fees**

### **9.1 Franchise Fees**

A Franchise Fee of eleven (11%) percent of the Contractor's Gross Receipts for all Services provided by Contractor to Single-family Premises under this Agreement and Multi-Family Premises receiving Cart Collection Service shall be payable by Contractor to City 45 days after the close of each quarter of Contractor's fiscal year. Additionally, a Franchise Fee of fifteen (15%) percent of the Contractor's Gross Receipts for services provided by Contractor to Commercial and Multi-family Premises and for Roll-off Collection Services under this Agreement shall be payable by Contractor to City 45 days after the close of each quarter of Contractor's fiscal year.

Contractor shall prepare a statement reporting Gross Receipts and invoiced amounts for services provided under this Agreement. This statement shall be submitted no later than 45 days after the close of the quarter and be remitted with payment of the Franchise Fee.

Late payment of Franchise Fees shall be subject to a charge assessed by the City as an amount equal to ten (10%) percent of the amount owed plus twelve (12%) percent interest per annum prorated to each day of delinquency. The fines will be documented and processed by the City's finance director and shall be due immediately upon notice.

### **9.2 Administrative Fee**

In addition to the Franchise Fee, the Contractor shall collect from Customers and pay to the City an Administrative Fee as set forth in Exhibit 1 to offset the direct and indirect costs incurred by the City in administering programs to encourage recycling and diversion and compliance with Applicable Law (the "Administrative Fee"). The City may adjust the Administrative Fee as necessary to reflect changes in City's costs by providing written notice to Contractor of the revised Administrative Fee. The Administrative Fee shall not be included in Contractor's Gross Receipts for purposes of calculating the Franchise Fee. Subject to the procedures set forth in Section 10.6 of this Agreement, Contractor may increase its rates by the amount necessary to pass through the Administrative Fee, provided, however, that Contractor shall collect from Customers only the Administrative Fee specified by the City, and shall not increase the Administrative Fee or impose additional fees to offset Contractor's costs in collecting or remitting the Administrative Fee.

### **9.3 Beautification Program Fund**

The Contractor shall pay an annual fee in the amount of two hundred thousand dollars (\$200,000) ("Beautification Program Fund Fee"). The Contractor shall pay the

Beautification Program Fund Fee to the City in quarterly increments of fifty thousand dollars (\$50,000). Each quarterly increment shall be paid concurrently with the Franchise Fees to the City forty-five (45) days after the close of each quarter of Contractor's fiscal year throughout the Term of this Agreement.

## **10 Compensation and Rate Adjustments**

### **10.1 General**

The Contractor's Compensation provided for in this section shall be the full, entire and complete compensation due to the Contractor pursuant to this Agreement for all services, labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, Collection, Disposal, Transfer, profit and all other things necessary to perform all the services required and reasonably anticipated by this Agreement in the manner and at the times prescribed. The Contractor shall perform the responsibilities and duties described in this Agreement in consideration of the right to receive compensation for services rendered at the rates shown in Exhibit 1 or as those rates may be adjusted pursuant to this Agreement.

### **10.2 Contractor Rates**

Contractor shall provide the services described in this Agreement for rates fixed by the City from time to time and described in Exhibit 1. The rate schedule in Exhibit 1 shall take effect at the time of the Effective Date subject to approval pursuant to a duly noticed public hearing in accordance with Proposition 218. Contractor shall not receive any other fees or compensation for the services to be performed pursuant to this Agreement in excess of those provided in the rate schedule, as may be revised, amended, or adjusted in accordance with this Agreement, including, without limitation, Section 10.3 and Section 10.6 unless and until such additional fees or compensation have been duly noticed and subjected to a public hearing process in accordance with Proposition 218, if required by Applicable Law.

### **10.3 Modification and Adjustment of Rates**

Subject to compliance with the requirements of Proposition 218, the rates set forth in Exhibit 1 shall become effective as of the Effective Date. Commencing on July 1, 2024, subject to compliance with the requirements of Proposition 218 and the provisions of this Section 10.3, the rates set forth in Exhibit 1 shall be adjusted, and such rates shall be adjusted annually thereafter on each subsequent July 1st during the Term (the "Adjustment Date") based upon annual percentage change in the Service Component and the annual percent change in the Diversion and Disposal Component, as described in Sections 10.3.1 and Section 10.3.2 ("Annual Rate Adjustment"). The Diversion and Disposal Component shall be comprised of the Recycle Processing Factor, the Organics Processing Factor, and the Refuse Disposal Factor. The initial weighting of each component and each factor is set forth below in Section 10.3.3. For illustrative purposes only, an example annual rate adjustment is set forth in Exhibit 3.



### **10.3.1 Service Component**

The annual percentage change in the Service Component shall be equal to one hundred percent (100%) of the change in the CPI for the most recent December to December period preceding the Adjustment Date.

### **10.3.2 Diversion and Disposal Component**

The annual percentage change in the Diversion and Disposal Component shall be equal to the sum of the annual percentage change Recycling Processing Factor, the Organic Processing Factor and the Refuse Disposal Factor. Each of the factors that comprise the Diversion and Disposal Component are defined as follows:

#### **10.3.2.1 Recycling Processing Factor**

The annual percentage change in the Recycling Processing Factor shall be equal to the percentage change between the Current Recycling Processing Fee and the Prior Recycling Processing Fee. The Current Recycling Processing Fee shall be equal to the most recent documented monthly processing fee per ton charged by the Materials Recovery Facility used by Contractor. The Prior Recycling Processing Fee shall be the monthly processing fee per ton used in the most recently approved Annual Rate Adjustment. Should a portion or all of the Recyclable Materials be delivered to a Materials Recovery Facility owned and operated by Contractor, or an Affiliate (where the processing fee is not set by a governmental authority or third-party), then the adjustment to the Recycling Processing Factor for the volume delivered to such Materials Recovery Facility shall be calculated using the same annual percentage change as the Service Component calculation set forth in Section 10.3.1. (See Sample annual rate adjustment set forth in Exhibit 3)

#### **10.3.2.2 Organics Processing Factor**

The annual percentage change in the Organics Processing Factor shall be equal to the percentage change between the Current Organics Processing Fee and the Prior Organics Processing Fee. The Current Organics Processing Fee shall be equal to the most recent documented monthly processing fee per ton charged by the Organics Processing Facility used by Contractor. The Prior Organics Processing Fee shall be equal to the monthly processing fee per ton used in the most recently approved Annual Rate Adjustment. Should a portion or all of the Organics be delivered to an Organics Processing Facility

owned and operated by Contractor, or an Affiliate (where the processing rate is not set by a governmental authority or third party), then the adjustment to the Organics Processing Factor for the volume delivered to such Organics Processing Facility shall be calculated using the same annual percentage change as the Service Component calculation set forth in Section 10.3.1. (See Sample annual rate adjustment set forth in Exhibit 3).

### 10.3.2.3 Refuse Disposal Factor

The annual percentage change in the Refuse Disposal Factor shall be equal to the percentage change between the Current Refuse Disposal Fee and the Prior Refuse Disposal Fee. The Current Refuse Fee shall be equal to the most recent documented monthly disposal fee per ton charged by the Landfill Facility used by Contractor. The Prior Refuse Disposal Fee shall be equal to the monthly disposal fee per ton that was charged by the Landfill Facility used in the most recently approved Annual Rate Adjustment. Should a portion or all of the Refuse be delivered to a Landfill Facility owned and operated by Contractor, or an Affiliate (where the processing rate is not set by a governmental authority or third party), then the adjustment to the Refuse Disposal Factor for the volume delivered to such Landfill Facility shall be calculated using the same annual percentage change as the Service Component calculation set forth in Section 10.3.1. (See Sample annual rate adjustment set forth in Exhibit 3).

### 10.3.3 Weighting

The initial weightings of the Service Component and the Diversion and Disposal Component Single-family Residential, and Commercial and Multi-family Residential shall be shown below in Table 2.

**Table 2 – Initial Weighting**

Rate Component	Initial Weighting	
	Single-family Residential	Commercial and Multi-family Residential
Service Component	60.7%	81.3%
Diversion and Disposal Component:		

Refuse Disposal Factor	19.8%	15.7%
Recycling Processing Factor	10.9%	2.1%
Organics Processing Factor	8.6%	.9%
Total	100.0%	100.0%

These weightings are intended to reflect the Contractor's Disposal, Recycle Processing, and Organics Processing costs as a proportionate share of its total revenue derived from its performance under this Agreement. The initial weighting shall apply to the July 1, 2024 rate adjustment, and then, prior to any subsequent adjustment of the rates in, Contractor shall re-calculate the weighted Components to reflect the new relative percentages of the rates based on each of the component and factor adjustments made pursuant to this Section, and shall provide those new weightings to the City to support Contractor's proposed rate adjustment in any subsequent year. (See Sample re-weighting set forth in Exhibit 3). In the event that either party determines that the annually calculated weightings do not accurately reflect Contractor's Disposal, Recycle Processing, or Organics Processing costs as a proportionate share of Contractor's total revenue derived from its performance under this Agreement, the parties shall meet and confer, and revise the weightings based on Contractor's actual Disposal, Recycle Processing, and Organics Processing cost, and actual revenue derived from its performance under this Agreement. In no event shall the total weighting for the sum of the Service Component and the Diversion and Disposal Component exceed one hundred percent (100%).

#### **10.3.4 Procedure**

Contractor shall submit the Annual Rate Adjustment calculations, along with all required documentation, to the City by February 15 of each calendar year. Upon receipt of Contractor's Annual Rate Adjustment calculation and required documentation, City shall hold a public hearing in accordance with the requirements of Proposition 218, if applicable, no later than May 1 of that calendar year. If approved, Annual Rate Adjustments shall be adopted by ordinance or by resolution. Subject to the requirements of Proposition 218, the City Council shall not unreasonably deny an Annual Rate Adjustment authorized by Section 10.3. If granted, the Annual Rate Adjustment shall be effective on July 1 of each calendar year, unless otherwise specified in the ordinance or resolution adopted by the City Council. Contractor agrees to reimburse the City for 50%



of its reasonable direct costs incurred in distributing a Proposition 218 notice to Customers related to an Annual Rate Adjustment.

#### **10.4 Notice of Annual Rate Adjustment**

Contractor shall, at no cost to City, provide Customers written notice of any Annual Rate Adjustments as required by Government Code Section 53756 at least thirty (30) days in advance of the beginning of a billing period in which such adjustments are imposed.

#### **10.5 Resolution of Disputes Regarding Rate Adjustments**

Any dispute regarding the Annual Rate Adjustment or the computation thereof or any other dispute regarding Contractor's reimbursement for fees or Extraordinary Rate Adjustments described in Section 10.6 shall be decided by the City Manager, or referred by the City Manager to the City Council, or resolved in accordance with Section 12.8. The decision of the City Council or City Manager may be appealed by the Contractor in accordance with Section 12.8, provided that the consent of the City Council to grant an Annual Rate Adjustment shall not be unreasonably withheld. Extraordinary Rate Adjustments shall be governed by Section 10.6. The rates in effect at the time such dispute is submitted to the City Council or to a hearing officer shall remain in effect pending resolution of such dispute. The City Council, or the hearing officer, as appropriate, within thirty (30) days of Contractor's request for a hearing or such other time as the Parties may agree, shall reasonably determine the effective date of any resolution to the dispute, which may be retroactive.

#### **10.6 Extraordinary Adjustments**

The Contractor may request an adjustment to the Contractor Compensation at reasonable times other than that required in Section 10.3 to recover significant increased costs arising from extraordinary changes in the cost of providing service under this Agreement that are outside the Contractor's control ("Extraordinary Rate Adjustment"). Such changes may include, but are not limited to, changes in service or additional services required by the City, unexpected changes in location of the Facilities to which Contractor transports Solid Waste for processing or disposal in accordance with Section 6.1, increases in costs to deliver Solid Waste collected under this Agreement including, without limitation, extraordinary increases outside of Contractor's control in disposal costs, recycling costs, and processing costs at facilities where the rates are set by Contractor under this Agreement, and fees, charges, surcharges and taxes imposed by Applicable Law, or additional costs imposed by or arising from changes in Applicable Law or actions by Federal, State or local regulatory agencies, including additional diversion requirements, extraordinary changes in labor costs, extraordinary changes in



transportation costs, extraordinary changes in cost resulting from a force majeure event described in Section 12.4.

For any Extraordinary Rate Adjustments that are temporary in nature (and approved by the City), Contractor shall itemize the Extraordinary Rate Adjustment as a temporary surcharge on the Customer's invoice. After the temporary extraordinary costs cease to be incurred, Contractor shall remove the itemized Extraordinary Rate Adjustment from the Customer's invoice. For each Extraordinary Rate Adjustment request, Contractor shall prepare a schedule documenting the extraordinary costs. Any Extraordinary Rate Adjustment request shall be prepared in a form reasonably acceptable to City with support for assumptions made by the Contractor in preparing the schedule. City shall review the Contractor's request and, in City's reasonable judgment and discretion, make the final determination as to whether an Extraordinary Rate Adjustment to the Contractor Compensation shall be made subject to the requirements of Section 10.6

A requested Extraordinary Rate Adjustment may not be unreasonably denied by the City in the case of modified or additional services requested by the City, modified or additional obligations under this Agreement requested by the City, any change in Disposal, Processing, Transfer, or Organic Waste facilities directed by the City, changes in Applicable Law relating to Contractor or its Collection services, and changes in state or local government fees, taxes, charges, or surcharges of any kind or nature applicable to the Services provided under this Agreement; provided that compliance with the requirements of Proposition 218 shall still be required. If a "majority protest" for an Extraordinary Rate Adjustment exists under Proposition 218, the City will be obligated to deny the requested Extraordinary Rate Adjustment and the Contractor's rates will not be adjusted. In the event a requested Extraordinary Rate Adjustment is denied, Contractor shall not be required to perform new or additional services related to the requested Extraordinary Rate Adjustment and City and Contractor shall negotiate in good faith any further modified services and/or obligations and any related rate adjustments or Contractor Compensation.

#### **10.6.1 Extraordinary Rate Request – Prop 218 Costs**

The Contractor acknowledges that any Extraordinary Rate Adjustment requested pursuant to Section 10.6 is subject to the requirements of Proposition 218. Contractor agrees to reimburse the City for its reasonable direct costs incurred in implementing an Extraordinary Rate Adjustment request pursuant to Section 10.6, including the corresponding Prop 218 notice and protest process.

#### **10.6.2 Extraordinary Decreases in Contractor's Cost**

The City may request a decrease in the Contractor Compensation (either a rate reduction or offset to an Annual Rate Adjustment) at reasonable times other than that required in Section 10.3, or in conjunction with an Annual Rate Adjustment, to account for any significant savings in cost arising from extraordinary changes in the cost of providing service under this Agreement ("Extraordinary Decrease"). For each request for an Extraordinary Decrease in the Contractor Compensation resulting from reduced cost (either a rate reduction or offset to a regularly scheduled rate adjustment), City and Contractor shall meet and confer to discuss the impact and implementation of the potential savings on Customer rates.

## **11 Indemnity, Insurance, Performance Bond**

### **11.1 Indemnification of City**

To the fullest extent permitted by Applicable Law, the Contractor shall protect, defend (with Counsel of City's choosing), indemnify and save the City, its directors, officials, officers, employees, volunteers and agents harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, judgments, losses, costs, expenses, suits, actions, and causes of action of every kind and character, including, but not limited to, claims based on negligence or strict liability, and absolute liability resulting from the Contractor's performance or non-performance of its obligations under this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorney's fees and other related costs and expenses (each a "Claim"), except to the extent arising out of negligence or willful misconduct of the City, its directors, officials, officers, employees, volunteers and agents,. In the event Contractor challenges the City's right to indemnity hereunder and the City prevails, the Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the City in establishing the right to indemnity under this Section. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers. City's selection of legal counsel shall be subject to the consent of Contractor, which consent shall not be unreasonably withheld; provided, however, that Contractor's refusal to accept a tender of defense by the City shall be deemed to be an unreasonable withholding of consent by Contractor as to City's selection of legal counsel. To the extent that City selects City's in-house legal counsel, Contractor hereby consents to such selection.

With respect to any indemnity granted by Contractor to the City under this Agreement, Contractor shall have full authority, in consultation with the City, to determine all action to be taken with respect to any such Claim for which the City seeks indemnification, except that Contractor may consent to a settlement or compromise of, or the entry of any monetary judgment arising from, a Claim only with the prior written consent of City, not to be unreasonably withheld. Further, City shall provide the Contractor with reasonable notice of any Claim. City will provide Contractor with reasonable cooperation in connection with the defense of any such Claim.

### **11.2 Indemnification of Contractor.**

The City shall indemnify, defend and hold the Contractor, its Affiliates and their respective officers, directors, employees and shareholders harmless from and against any and all liabilities, losses, damages, claims, actions, causes, of action, costs and expenses



(including reasonable attorney's fees) arising from or in any way related to the negligence or willful acts of the City, its directors, officers, officials, employees, volunteers or agents.

### **11.3 Hazardous Substances Indemnification**

Contractor shall indemnify, defend with counsel of City's choosing, protect and hold harmless City, its officers, employees, agents, assigns and any successor or successors to City's interest from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including, but not limited to attorney and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by or asserted against, City or its officers, employees, agents or grantees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any hazardous substance or hazardous wastes at any place where Contractor stores or disposes of municipal Solid Waste, Green Waste, or Organic Waste pursuant to this Agreement, to the extent caused by the negligence or willful misconduct of the Contractor or its agents in the performance of Contractor's obligations under this Agreement. The foregoing indemnity is intended to operate as an Agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25365, to insure, protect, hold harmless and indemnify City from liability. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers. City's selection of legal counsel shall be subject to the consent of Contractor, which consent shall not be unreasonably withheld; provided, however, that Contractor's refusal to accept a tender of defense by the City shall be deemed to be an unreasonable withholding of consent by Contractor as to City's selection of legal counsel. To the extent that City selects City's in-house legal counsel, Contractor hereby consents to such selection.

### **11.4 Compliance Indemnification**

Without limiting the generality of Contractor's indemnity obligations pursuant to foregoing Section 11.1, the Contractor's duty to defend and indemnify herein includes payments of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resource Code Section 40059.1 and except to the extent arising out of the negligence or willful misconduct of City, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met by the Contractor with



respect to the Contractors obligations under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement; or, (ii) due to Contractor delays in providing information that prevents City from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely manner. This provision of this Section shall survive the termination or expiration of this Agreement.

#### **11.5 Negligence or Willful Misconduct of City**

Notwithstanding Sections 11.1 through 11.4, the Contractor's obligation to indemnify, hold harmless and defend City, its officers and employees shall not extend to any loss, liability, penalty, pain, damage, action or suit arising or resulting from acts or omissions constituting willful misconduct or negligence on the part of the City its directors, officers employees, agents or volunteers.

#### **11.6 Indemnification by Subcontractors**

Contractor shall require all subcontractors to enter into an Agreement containing the indemnification provisions set forth Sections 11.1 through 11.3 in their entirety in which the subcontractor fully indemnifies the City in accordance with this Agreement.

#### **11.7 Insurance**

##### **11.7.1 General Requirements**

Prior to the Effective Date, the Contractor shall secure and maintain throughout the Term of this Agreement insurance acceptable to City against claims for injuries to persons or damages to property which may arise from or in connection with the Contractor's performance of work or services under this Agreement. The Contractor's performance of work or services shall include performance by the Contractor's employees, agents, representatives and subcontractors.

##### **11.7.2 Coverage and Limits**

Scope of Insurance: Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0020, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Limits of Insurance: Insurance coverage shall include the following policies and minimum coverage amounts:

**General Liability** – A broad form comprehensive general liability policy with a minimum combined single limit of ten million dollars (\$10,000,000.00) per occurrence for bodily injury, personal injury, and property damage which may arise from operations, performed pursuant to this Agreement.

**Automobile Liability** – An auto liability policy with a minimum combined single limit of ten million dollars (\$10,000,000.00) per occurrence for bodily injury and property damage (include coverage for Hired and Non-owned vehicles) which may arise from operations, performed pursuant to this Agreement.

**Workers' Compensation and Employers' Liability** – A workers compensation policy with limits as required by the Labor Code of the State of California, and an employer's liability policy with a limit of three million dollars (\$3,000,000.00).

**Hazardous Waste and Environmental Liability** – A Hazardous Waste and environmental liability policy (or an endorsement to its general liability policy) covering environmental pollution and contamination. Said coverage shall be in the amount of not less than three million dollars (\$3,000,000.00) per occurrence, and ten million dollars (\$10,000,000.00) in the aggregate for on-site, under-site, or off-site bodily injury and property damage and regulatory fines as a result of pollution conditions which may arise from operations, performed pursuant to this Agreement. This policy shall cover liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available without involvement of City, automatically broaden in its form of coverage to include legislated changes in the definition of waste material and/or irritants, contaminants or pollutants.

Insurance Endorsements: The insurance policies shall contain or be endorsed (amended) to include the following provisions:

**General Liability and Hazardous Waste and Environmental Liability** - The general liability and the hazardous waste and environmental liability policies shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01). Contractor may comply with this Section by including blanket additional insured endorsements in its insurance policies and providing proof of coverage with a copy of applicable policy language or endorsement. Any insurance or self-insurance maintained by the City, its directors, officials, officers,

employees, agents, and volunteers shall be in excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

**Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from the Contractor's performance or non-performance under this Agreement.

**All Coverages** - If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

**Waiver of Subrogation – All Other Policies.** Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from Contractor's performance or non-performance under this Agreement. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

**Notice - All Coverages** - Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not canceled by either Party for whatever reason except after thirty (30) days' prior written notice (or ten (10) days in the event of termination for non-payment) has been given to City of Corona. Such notice shall be sent to the City Manager, City Attorney and City Clerk.



#### **11.7.3 Deductibles and Self-insured Retention**

Any deductibles or self-insured retention must be declared to, and approved by, City. City shall not unreasonably withhold approval of any deductible or self-insured retention amounts where the Contractor can demonstrate a successful history of managing such deductibles or self-Insured retention amounts.

#### **11.7.4 Acceptability of Insurers**

The insurance required by this Agreement shall be with insurer carriers that are rated by Best as A-:VII or better, and licensed as an admitted insurance carrier in the State of California. The insurance required by this Agreement is in addition to, and not in lieu or limitation of, the indemnification provisions above in this Agreement.

**11.7.5. Primary Insurance** - This policy shall be considered primary insurance as respects any other valid and collectible insurance the City of Corona may possess including any self-insured retention the City of Corona may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it.

#### **11.7.6 Subcontractors Required to Carry Insurance**

In the event any services required under this Agreement are provided by a subcontractor, Contractor shall require any such subcontractor to provide insurance coverages in accordance with this insurance coverages required by this Agreement. The Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

#### **11.7.7 Modification of Insurance Requirements**

The insurance requirements provided herein may be modified or waived in writing by the City Council upon the request of Contractor, provided the City Council determines such modification or waiver is in the best interest of City, considering all relevant factors, including the fact that the parent of Contractor may be self-insured up to a certain acceptable amount.

#### **11.7.8 Evidence of Coverage**

Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All documents must be received and approved by the City before the Effective Date; provided, however, that failure to obtain the required documents prior to the Effective Date shall not waive Contractor's obligation to provide them. The City reserves the right to request a review of complete certified copies



of all required insurance policies in the event that the City has tendered a claim to Contractor or its insurer, and Contractor or its insurer has denied coverage to the City or has issued a reservation of rights letter. Upon written request of the City, Contractor will permit City to review, during normal business hours and at no cost to the City, all relevant insurance policy or policies at a location within the City of Corona or within thirty (30) miles of the City of Corona, subject to an executed non-disclosure agreement reasonably acceptable to the Parties stating that the City will not disclose the contents of the insurance policy or policies to third parties unless otherwise required by applicable law. Additionally, Contractor will provide copies of all relevant insurance policy or policies to the City in accordance with a duly issued court order or subpoena.

### **11.8 Performance Bond or Letter of Credit**

Upon the Effective Date of this Agreement, Contractor shall provide a performance bond or letter of credit bond (collectively 'performance bond') in a form reasonably acceptable to City. The Performance Bond shall be an amount equal to two hundred and fifty thousand dollars (\$250,000.00). City shall decide whether the Contractor shall provide a performance bond or a letter of credit.

#### **11.8.1 Performance Bond**

If selected by City, the performance bond shall be executed by a surety that is reasonably acceptable to the City; an admitted surety licensed to do business in the State of California; with an 'A:V11' or better rating by A. M. Best or Standard and Poors; and is included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be on terms and in a form reasonably acceptable to the City Attorney. The performance bond shall serve as security for the faithful performance by the Contractor of all the provisions and obligations of this Agreement.

#### **11.8.2 Letter of Credit**

Contractor may furnish a letter of credit in lieu of a performance bond subject to City approval. The letter of credit must be issued by an FDIC insured banking institution chartered to conduct business in the State of California, in the City's name, and be callable at the discretion of the City. Nothing in this section shall, in any way, obligate the City to accept a letter of credit in lieu of the performance bond.

#### **11.8.3 Failure to Perform; Forfeiture of Performance Bond/Letter of Credit**

Upon Contractor's failure to pay the City an amount due, or to perform any services under this Agreement, the performance bond or letter of credit may be drawn upon by the City, for purposes including, but not limited to:

1. Reimbursement of costs borne by the City to correct any violations of this Agreement not corrected by Contractor, after City provides notice in accordance with 12.3.
2. To provide monetary remedies or to satisfy damages assessed against Contractor due to a material breach of this Agreement; or
3. To satisfy an order of a court or a mediator.

The Contractor shall deposit a replacement instrument sufficient to restore the performance bond or letter of credit to the original amount within thirty (30) days after notice from the City that any amount has been levied against the performance bond. Contractor shall be relieved of the foregoing requirement to replenish the performance bond or letter of credit during the pendency of an appeal from the City's decision to draw on the performance bond or letter of credit. In the event the City draws on the performance bond or letter of credit, all of City's costs of collection and enforcement of the provisions relating to the performance bond or letter of credit, including reasonable attorneys' fees and costs, shall be paid by the Contractor.

## 12 Default and Remedies; Administrative Remedies; Termination

### 12.1 Events of Default

Each of the following shall constitute an event of default, subject to Contractor's opportunity to cure any such event of default under this Section 12.1.

- A. **Fraud or Deceit or Misrepresentation.** If the Contractor engages in, or attempts to practice, any fraud or deceit upon the City or makes an intentional misrepresentation regarding material information to the City.
- B. **Insolvency or Bankruptcy.** If the Contractor becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.
- C. **Failure to Maintain Coverage.** If the Contractor fails to provide or maintain in full force and effect the insurance coverage as required by this Agreement.
- D. **Violations of Regulation.** If the Contractor violates any law or regulation or orders of any regulatory body having jurisdiction over the Contractor or City relative to Contractor's performance of this Agreement, provided that the Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final non-appealable decision issued by a court of competent jurisdiction adverse to the Contractor is entered.
- E. **Failure to Perform.** If the Contractor ceases to provide Collection services as required under this Agreement over all or a substantial portion of the City for a period of two (2) consecutive days or more, unless excused per Section 12.4 or Section 12.6.
- F. **Failure to Pay.** If the Contractor fails to make any payments required under this Agreement, within ten (10) days of the written demand from the City.
- G. **Acts or Omissions.** Any other act or omission by the Contractor related to performance under this Agreement which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, any Environmental Law as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if the Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if the Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter

- H. **False or Misleading Statements.** Any representation or disclosure made to the City by the Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.
- I. **Attachment.** There is a seizure of, attachment of, or levy on, the operating equipment of the Contractor, including without limitation, its equipment, maintenance or office facilities, or any part thereof, which make the Contractor's performance under this Agreement impracticable.
- J. **Failure to Provide Assurance of Performance.** If the Contractor fails to provide reasonable assurances of performance as required under Section 11.1.
- K. **Failure to Implement Collection Program.** If the Contractor fails to implement a Collection program that complies with the requirements of this Agreement and Applicable Law.
- L. **Failure to Provide Processing Capacity.** If the Contractor fails to provide adequate processing capacity.
- M. **Failure to Comply with Other Requirements of SB 1383 Regulations.** If the Contractor fails to comply with other requirements of the Agreement including public education, reporting, contamination monitoring, recordkeeping, or other obligations of this Agreement that result in the City's failure to comply with the requirements of SB 1383.

For any events of default under subsections C, E, or I, Contractor shall be given seventy-two (72) hours notification by City to cure the default. Contractor shall be given thirty (30) days or other such reasonable time as the parties may agree from written notification by the City to cure any default arising under subsections D, F, G, H, J, K, L, and M. City is not obligated to provide an opportunity to cure a default arising under subsections A or B.

## **12.2 Criminal Activity of Contractor**

Should any of the Contractor's officers, directors or managerial employees with oversight over this Agreement be found guilty or admit guilt of embezzlement, extortion, racketeering, false claims, false statements, forgery or any other similar felony involving business dishonesty, the Contractor shall eliminate the ability of such employee, officer or director to manage, supervise or influence the decisions or actions of the Contractor or any parent company of the Contractor. If the Contractor fails to comply with the foregoing obligation, the Contractor may be considered in breach of this Agreement and subject to the City's remedies for default as set forth under this Agreement.



### **12.3 Right to Terminate Upon Default**

Upon an uncured default or breach of this Agreement by the Contractor, the City shall have the right to terminate this Agreement without the need for any hearing, suit or legal action upon thirty (30) calendar days' notice; provided that if the default or breach creates a significant threat to public health or safety, City may terminate upon ten (10) calendar days' notice. The City's rights to terminate this Agreement is not exclusive, and the City's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the City may have including, without limitation, injunctive relief.

### **12.4 Force Majeure**

Contractor shall not be in default under this Agreement in the event that the Collection, Transportation, Processing and/or Disposal services of Contractor are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, explosions, labor disturbances which last less than seven (7) working days, natural Disasters such as floods, earthquakes, epidemics, pandemics, quarantine restrictions, landslides and fires or other catastrophic events that are beyond the reasonable control of Contractor. Other catastrophic events do not include the financial inability of the Contractor to perform or failure of the Contractor to obtain any necessary permits or licenses from other governmental agencies where such failure is due solely to the negligent acts or omissions of the Contractor. In the event a labor disturbance interrupts collection for greater than seven (7) working days, as noted above, Contractor shall be required to provide Collection services in accordance with Section 12.6 (Labor Unrest) at no extra charge to Customers.

### **12.5 Rights of City to Perform During Emergency**

Should Contractor, for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 12.4, refuse or be unable to Collect, Transport and Dispose of any or all of the Solid Waste that it is obligated under this Agreement to Collect, Transport and Dispose of for a period of more than 72 hours, and if as a result thereof, Solid Waste should accumulate in the City to such an extent, in such a manner or for such a time that the City Manager should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event City shall have the right, upon 24-hour prior written notice to Contractor, during the period of such emergency, to temporarily take possession of all equipment Contractor previously used in the Collection and Transportation of Solid Waste under this Agreement, and to use such equipment to Collect and Transport any or all Solid Waste that Contractor would otherwise be obligated to Collect and Transport pursuant to this Agreement. Contractor

agrees that in such event it shall fully cooperate with City to affect such a transfer of possession for City's use.

Contractor agrees that, in such event, City may take temporary possession of and use all of said equipment without paying Contractor any rental or other charge, provided that City agrees that, in such event, it assumes complete responsibility and liability for the proper and normal use, including all maintenance of such equipment. City agrees that it shall immediately relinquish possession of all of the above-mentioned property to Contractor upon receipt of written notice from Contractor to the effect that it is able to resume its normal responsibilities under this Agreement.

### **12.6 Labor Unrest**

Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor may be considered an excuse from performance to the extent that the Contractor meets the terms of this Agreement including this Section and Section 12.7 (Procedures in Event of Excused Performance). Within ninety (90) days after the Effective Date, Contractor shall prepare (at its own expense) and provide to the City a Labor Unrest Contingency Plan describing how services will be provided during a period of labor unrest. The Labor Unrest Contingency Plan is subject to City approval, which shall not be unreasonably withheld, and Contractor shall amend the plan to meet City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to the City's satisfaction. The Labor Unrest Contingency Plan shall address, at a minimum, the priority of Collection by Customer type (residents, hospitals, restaurants, nursing homes, etc.) and waste streams, additional collection options to be provided (drop-off sites, etc.), source of additional personnel to be utilized and detailed communications procedures to be used. During the Term of this Agreement, Contractor shall notify City Manager ninety (90) days prior to the expiration of any labor agreement. Thereafter, Contractor shall keep City informed on a monthly basis of the status of Contractor's labor agreement negotiations. Notwithstanding other remedies to which the City shall be entitled under this Agreement, in the event of Contractor's failure to perform, or anticipated failure to perform, due to labor unrest, Contractor shall:

- Meet the requirements agreed to in the Labor Unrest Contingency Plan.
- Meet requirements of Section 12.7 (Procedures in Event of Excused Performance).

City may revoke its excuse from performance granted under Section 12.7 if Contractor fails to meet all requirements under this Section, in which event, Contractor shall not be excused from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any event specified in Section 12.4 or 12.6 and



City may choose to use any other enforcement provisions under this Agreement, including Sections 12.1 and 12.3. The City, in its sole discretion, may deem any failure to continue performance an event of default pursuant to Section 12.1 (Events of Default). Subject to the terms of this Agreement, with regard to labor unrest, Contractor to the best of its ability shall provide a reasonably satisfactory level of performance as determined by the City Manager, during the pendency thereof, and shall not be required to adhere strictly to the specific requirements of this Agreement regarding routes, Collection times, or similar matters, provided, however, that in no event shall more than seven (7) calendar days elapse between pickups of Solid Waste for Customers.

### **12.7 Procedures in Event of Excused Performance**

Contractor shall have the right to request an excuse from performance for interruption or stoppage of its services under this Agreement. If Contractor claims an excuse from performance under Section 12.6 (Labor Unrest) or Section 12.4 (Force Majeure) Contractor shall, no later than two (2) working days after service has stopped, notify the City of the facts constituting such cause and asserting its claim to excuse performance under this Section. Throughout the service disruption, Contractor shall:

- Provide City with a minimum of daily service updates.
- Shall notify Customers on a real-time basis as to alternative Collection procedures. At a minimum, the Contractor shall update its website and shall provide ongoing updates to City for use on its website, and a 'reverse 911' contact method to reach all possible Customers. Should enhanced contact technologies become available, the Contractor shall use such methods upon approval from City.

The interruption or discontinuance of the Contractor's services caused by one or more of the events excused under Section 12.4 and Section 12.6 shall not constitute a default by the Contractor under this Agreement. Notwithstanding the foregoing, if the Contractor is excused from performing its obligations under this Agreement for any of the causes listed in Sections 12.4 or 12.6 for a period of thirty (30) days or more, the City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice.

### **12.8 Dispute Resolution**

If either the City Manager or the City Council refers a matter for dispute resolution under this Agreement, or if the Contractor should allege a breach of this Agreement by the City, or if the Contractor appeals a determination of the City as provided in this Section, the parties shall first attempt in good faith to resolve any such dispute by negotiation and consultation between themselves. If a dispute is not resolved within twenty (20) days of initiating such negotiations, either party may initiate mediation by providing written

notice to the other party of its intention to do so in accordance with Section 13.12. City and Contractor shall mutually agree on a qualified mediator. If the parties cannot agree on a qualified mediator, then Contractor shall select the mediator from a list of three potential mediators who are retired California Superior Court judges or Appellate Court justices, none of whom are related to the parties, prepared by the City Manager. The parties shall submit a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Mediation shall commence within thirty (30) days of selection of the mediator unless the parties and the mediator otherwise agree. Any party to the mediation may issue a request to compel reasonable document production from the other party. Disputes concerning the scope of document production and enforcement of document requests shall be subject to agreement by the parties, or if agreement is not reached within twenty (20) days of that document request, then by disposition by order of the mediator. Any such document request shall be subject to confidentiality, the proprietary rights and rights of privilege of the parties, and the mediator shall adopt procedures to protect such rights. Except as may be otherwise specifically agreed by the parties, no other form of pretrial discovery shall be available to the parties.

Neither party may communicate separately with the mediator after the mediator has been selected. All subsequent communications between a party and the mediator shall be simultaneously delivered to the other party.



If the parties cannot resolve any dispute submitted for mediation under this Section for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within thirty (30) days after initiating mediation in accordance herewith, either party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 13.5. Assurance of Performance

The City may, at its option and in addition to all other remedies it may have, demand from the Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the City may require. If the Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by a reasonable date required by the City, such failure or refusal shall be an event of default.

## **12.9 Liquidated Damages**

### **12.9.1 General.**

The City finds, and the Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by the City as a result of a breach by the Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) the services provided under this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

### **12.9.2 Service Performance Standards; Liquidated Damages**

The parties further acknowledge that consistent, reliable Solid Waste Collection Service is of utmost importance to the City and that the City has considered and relied on the Contractor's representations as to its quality-of-service commitment in entering into this Agreement. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance.

The parties further recognize that if the Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, the City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which the City will suffer. Therefore, without prejudice to the City's right to treat such non-performance as an event of default under this section, the parties agree that the following liquidated damage amounts shown below in Table 3 represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to the City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

**Table 3 Liquidated Damages**

Event of Non-Performance		Liquidated Damages
1.	Use of unauthorized facilities. For each individual occurrence of delivering Solid Waste to a Facility other than an approved/designated Facility for each discarded material type under Section 6.1.	\$1,000 First offense \$2,500 each subsequent offense.
2.	Failure to Perform Route Reviews pursuant to Section 6.2.1.	\$150.00 per Hauler Route per year
3.	Failure to Comply with Container Labeling and Colors. For each occurrence of Contractor's failure to comply with Container labeling and color requirements under Section 7.9.	\$50.00 per container
4.	Failure to Perform Public Education and Outreach as required and, in the timeframe, specified in Section 6.3 of this Agreement.	\$500.00 per activity
5.	Failure to Submit Reports as required in Section 8.4. For each failure to submit any individual report in compliance with and in the timeframe specified in Section 8.4.	\$100.00 per occurrence
6.	Failure to Conduct Compliance Tasks. For each failure to conduct any Compliance Review under Section 6.8.	\$100.00 per occurrence
7.	Failure to Issue Contamination Notices. For each failure of Contractor Collection personnel to properly issue	\$50.00 per occurrence

	contamination notices and Contamination Fee and maintain documentation of issuance as required in Section 6.2.3 .	
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Event of Non-Performance		Liquidated Damages
8.	Failure or neglect to resolve each Complaint within the time set forth in this Agreement under Section 6.9.	\$100.00 per day per customer
9.	Failure to clean up spillage or litter caused by Contractor within four (4) hours after notification from the City.	<p>In any calendar year:</p> <p>For a first occurrence, the amount shall be \$100 per occurrence.</p> <p>For a second occurrence, the amount shall be \$200 per occurrence.</p> <p>For a third or subsequent occurrence, the amount shall be \$500 per occurrence.</p>
10.	Failure to repair damage to Customer or City property caused by Contractor or its personnel pursuant to Section 7.13.1 or Section 7.13.2 within a reasonable amount of time.	\$500.00 per occurrence
11.	Failure to repair damage to City streets caused by Contractor or its personnel pursuant to 7.13.1 within a reasonable amount of time.	\$1,500.00 per occurrence
12.	Failure to maintain equipment in a clean and operable condition in accordance with Section 7.8.	\$100.00 per occurrence per day
13.	Failure to have a vehicle operator properly licensed under Section 7.10.	\$100.00 per occurrence
14.	Failure to repair or replace damaged Carts within the time required by this Agreement under Section 7.9.2.	\$100.00 per occurrence
15.	Route changes resulting in Collection Day changes made without written notification by the Contractor, and approval by the City pursuant to Section 7.14.	\$2,000 fine per incident and the Contractor shall revert to the original route.





Event of Non-Performance		Liquidated Damages
16.	Comingling Recyclables or Organic Waste in the same vehicle used to Collect Refuse in violation of Section 5.2.1 or Section 5.3.1.	\$250.00 per occurrence.
17.	Failure to commence service to a new customer account within seven (7) days after order per Section 5.2 or Section 5.3.	\$250.00 per occurrence.
18.	Failure to Collect Solid Waste, Green Waste or Recyclable Material, which has been properly set out for Collection, from an established Customer account on the scheduled Collection day and not Collected within the period described in Section 7.4.	\$100.00 per occurrence.
19.	Failure to return empty Containers to approximately the same point at which they were Collected as described in Section 7.5.	\$250.00 per occurrence.
20.	Each occurrence of proven discourteous behavior to a customer in violation of Section 7.10.1.	\$250.00 per occurrence.
21.	Each occurrence of collecting during unauthorized hours in violation of Section 7.2.	\$250.00 per occurrence.

The City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representatives or investigation of Customer Complaints. Prior to assessing liquidated damages, the City shall give the Contractor notice of its intention to do so by promptly notifying Contractor of any events or circumstances that could result in the imposition of liquidated damages. The notice shall include a detailed description of the incident(s)/nonperformance and shall provide for a thirty (30) day period to cure any such alleged deficiency. The Contractor may review (and make copies at its own expense) all non-confidential information in the possession of the City relating to incident(s)/nonperformance. The Contractor may, within ten (10) days after receiving the notice, request a meeting with the City Manager. The Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City Manager or his or her designee shall provide the Contractor with a written explanation of his or her determination on

each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the City Manager or his designee, acting reasonably and in good faith, shall be final subject to Contractor's right to pursue dispute resolution as set forth in Section 12.8.

#### **12.9.3 Timing of Payment**

The Contractor shall pay any liquidated damages assessed by the City within ten (10) days after they are assessed. If they are not paid within the ten (10) calendar day period, the City may withhold the amount of liquidated damages due from the next monthly payment to Contractor, may draw against the performance bond or letter of credit required by the Agreement or terminate this Agreement pursuant to Section 12.3, or exercise any other right or remedy available to City under this Agreement or at law or in equity, or any combination of these remedies.

### **12.10 Review of Service and Performance**

The City may hold a public hearing on or about the two-year anniversary of the Effective Date of this Agreement, and annually thereafter, at which time the Contractor shall be present and shall participate, to review the services provided under this Agreement, source reduction, processing and other diversion services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, Processing and Disposal to achieve a continuing, advanced solid waste collection and diversion services, source reduction and recycling and Disposal system; and to ensure services are being provided with adequate quality, effectiveness and economy. Forty-five (45) days after receiving notice from the City of a performance review hearing, the Contractor shall, at a minimum, submit a report to the City indicating the following:

1. Recommended changes and/or new services to improve the City's ability to significantly exceed the goals of AB 939 and SB 1383 and to contain costs and minimize impacts on rates.
2. Any specific plans for provision of changed or new services by the Contractor.

The reports required by this Agreement regarding Customer Complaints shall be used as one basis for review. The Contractor may submit other relevant performance information and reports for consideration. The City may request the Contractor to submit specific information for the hearing. In addition, any Customer may submit comments or Complaints during or before the hearing, either orally or in writing, and these shall be considered. Topics for discussion and review at the performance review hearing shall include, but shall not be limited to, services provided, route audit results, feasibility of providing new services, application of new technologies, Customer Complaints,

amendments to this Agreement, developments in the law, new initiatives for significantly exceeding the goals of AB 939 or SB 1383, regulatory constraints, and the Contractor's performance. The City and the Contractor may each select additional topics for discussion at any performance review hearing. Not later than sixty (60) days after the conclusion of each performance review hearing, the City may issue a report. As a result of the review, the City may require the Contractor to provide expanded or new services within a reasonable time and for reasonable rates and compensation and the City may direct or take corrective actions for any performance inadequacies.



### **13 Other Agreement of the Parties**

#### **13.1 Independent Contractor**

Contractor is an independent contractor and not an officer, agent, servant or employee of the City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, Contractor and sub-grantees, if any. Nothing in this agreement shall be construed as creating a partnership or joint venture between the City and Contractor. Neither Contractor nor its officers, employees, agents of sub-grantees shall obtain any rights to retirement or other benefits, which accrue to City employees.

#### **13.2 Permits and License**

Contractor shall obtain, at its own expense, all permits and a City of Corona business license required by law or ordinance and maintain same in full force and effect throughout the Term of this Agreement. Contractor shall provide proof of such permits, business license or approvals and shall demonstrate compliance with the terms and conditions of such permits, business license and approvals upon the request of the City Manager.

#### **13.3 License to Use Electronic and Written Materials**

Subject to the terms and conditions of this Agreement, Contractor hereby grants to City a non-exclusive, non-transferable, non-sublicensable license to use reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by City or Contractor in connection with the services performed by Contractor under this Agreement, whether developed directly or indirectly by City or Contractor during the term of this Agreement (collectively, the "Electronic and Written Materials").

This Section 13.3 does not apply to ideas or concepts described in such materials, including, without limitation, Contractor's Intellectual Property (as defined below), and does not apply to the format of such materials. City acknowledges and agrees that the license granted to it under this Agreement does not include the right to modify, edit, translate, include in collective works, or create derivative works of the Electronic and Written Materials in whole or in part, except as specifically permitted by Contractor.

The license granted to City under this Section shall not apply to any intellectual property of Contractor, including, without limitation, any confidential information, copyrighted material, proprietary information, trade secrets or trademark/service mark, including any and all such documents or reports containing such information ("Contractor's Intellectual Property"), which shall remain the sole and exclusive property of Contractor.

#### **13.4 Compliance with Law**

In providing the services required under this Agreement, the Contractor shall at all times during the Term of this Agreement comply with all Applicable Laws and regulations of the United States, the State of California, and local agencies. The City shall comply with all applicable regulations promulgated by federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term.

#### **13.5 Law to Govern; Venue**

The laws of the State of California shall govern this Agreement without reference to its conflicts of laws principles. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

#### **13.6 Assignment**

Except as provided herein and with respect to an assignment of this Agreement by Contractor to an Affiliate of Contractor, neither party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of this Agreement. For purposes of this section when used in reference to the Contractor, 'assignment' shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of the Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of the Contractor to a third party provided said sale, exchange or transfer may result in a change of ownership or control of the Contractor; and (iii) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of the Contractor.

The Contractor acknowledges that this Agreement involves rendering a vital service to the City's residents and businesses, and that the City has selected the Contractor to perform the services specified in this Agreement based on (1) the Contractor's experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best solid waste management practices, and (2) the Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to the City under this Agreement. The City has relied on each of these factors, among

others, in choosing the Contractor to perform the services to be rendered by the Contractor under this Agreement.

1. If the Contractor requests the City's consideration of and consent to an assignment, the City may deny or approve such request in its reasonable discretion. Except for assignments to an Affiliate of Contractor, which are permitted under this Section 13.6 without meeting the following requirements, no request by the Contractor for consent to an assignment need be considered by the City unless and until the Contractor has met the following requirements:
  - a. Contractor shall pay City its reasonable expenses for attorney's and/or consultant's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment. An advance payment towards expenses may be requested by City prior to City consideration of any assignment request and Contractor shall be responsible to pay all costs incurred by City in considering a request for assignment, including those in excess of the aforesaid deposit amount, regardless of whether City consents to the assignment.
  - b. The Contractor shall pay a transfer fee to the City equal to 1% of the annual revenue for the most recent 12 months prior to the effective date of the assignment multiplied by the number of remaining years, or fraction thereof, under this Agreement. Payment of a transfer fee shall not be required in the event of an assignment to an Affiliate of the Contractor.
  - c. The proposed assignee must furnish the City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.
  - d. A proforma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such proforma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Contractor's operations. The proposed assignee must furnish the City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience comparable to or exceeding the operations conducted by the Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, State or local agency having jurisdiction over its solid waste management operations due to any significant failure to comply with State, federal or local



Environmental Laws and that the assignee has provided the City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in compliance with Applicable Law; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, State and local laws regulating the Collection and Disposal of Solid Waste; and, (v) of any other information reasonably required by the City to ensure the proposed assignee can fulfill the terms of this Agreement. Under no circumstances shall the City be obliged to consider any proposed assignment if the Contractor is in default at any time during the period of consideration.

e. Subject to Contractor and the assignee's confidentiality requirements, Contractor has provided to the City a fully executed assignment and assumption agreement executed by both the Contractor and the assignee in a form reasonably acceptable to City. The requirement in this subsection to provide a fully executed assignment and assumption agreement shall apply to all assignments, even assignments to an Affiliate of Contractor.

### **13.7 Contracting or Subcontracting**

The Contractor shall not engage any companies or subcontractors for Collection, Transfer, Processing, Recycling or Disposal of Solid Waste without the prior written consent of the City, which shall not be unreasonably withheld or delayed. Transport from the transfer station to Processing or Disposal Facilities is excluded from this paragraph.

### **13.8 Binding on Assigns**

The provisions of this Agreement shall inure to the benefit of and be binding on the permitted assigns of the parties.

### **13.9 Transition to the Next Contractor**

If the transition of services to another contractor occurs as a result of expiration of the Term, default by the Contractor and termination of this Agreement by City, or otherwise (other than breach by City), the Contractor shall cooperate with the City and subsequent contractor(s) to assist in an orderly transition which shall include, but not be limited to, the Contractor providing detailed route lists, billing and Service Level information and other operating records needed to service all Premises covered by this Agreement. Nothing in this Agreement shall be deemed to require Contractor to provide any Intellectual Property to another contractor or any information protected by Applicable Law, including, without limitation, the California Consumer Privacy Act of 2018 (Civ. Code, § 1798.100 *et. seq.*). The failure to cooperate with City following termination as required by this provision shall be conclusively presumed to be grounds for specific performance



of this covenant and/or other equitable relief necessary to enforce this covenant. Contractor shall provide the new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures Contractor received from City or Customers. Contractor shall be responsible for coordinating transfer immediately after Contractor's final pickups, so as not to disrupt service. Contractor shall provide City with detailed Level of Service information containing Customer service names and addresses at least ninety (90) days prior to the transition date or as otherwise agreed upon by the Contractor and the new service provider and provide an updated list two (2) weeks before the transition and a final list of changes the day before the transition. Contractor shall cooperate in good faith with City and new service provider in scheduling exchanges of Contractor containers with Containers provided by the new service provider so as to assure that Customers neither need to find storage for two (2) sets of Containers nor go without a Container for an inconvenient length of time.

#### **13.10 Parties in Interest**

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the parties to it and their representatives, successors and permitted assigns.

#### **13.11 The Contractor's Investigation**

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

#### **13.12 Notice**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by telecopy, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission) or United States certified or registered mail (postage prepaid, return receipt requested) addressed as follows:

To City:  
City Manager  
City of Corona  
400 S. Vicentia Ave.  
Corona, CA 92882-2187

To Contractor:  
Manager  
USA Waste of California, Inc.  
800 S. Temescal Street  
Corona, CA 92879

With a copy to:

USA Waste of California, Inc.

Attn: Assistant General Counsel

9081 Tujunga Ave.

Sun Valley, CA 91352

or to such other address as either party may from time to time designate by notice to the other given in accordance with this section. Notice shall be deemed effective on the date personally served or, if mailed, three business days from the date such notice is deposited in the United States mail.

### **13.13 Representatives of the Parties**

The City Council may delegate, in writing, authority to the City Manager, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. The Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them. The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform the City in writing of such designation and of any limitations upon his or her authority to bind the Contractor. The City may rely upon action taken by such designated representative if they are within the scope of the authority properly delegated to the designated representative.

### **13.14 Compliance with Municipal Code**

The Contractor shall comply with those provisions of the municipal code of the City which are applicable, and with any and all amendments to such applicable provisions during the Term of this Agreement.

### **13.15 Compliance with C&D Diversion Ordinance.**

Contractor shall comply with the requirements of the City's Construction and Demolition waste diversion ordinance, as such ordinance may be adopted or amended, and shall assist Customers with compliance by diverting construction and demolition materials to the maximum extent feasible and by providing receipts for all materials collected. Rates for C&D processing are set forth in Exhibit 1.

### **13.16 Privacy**

Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents or a Customer's Refuse or Recyclables shall not be revealed to any person, governmental unit,

private agency or company unless upon the authority of a court of law, by statute or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in or assisting in the preparation of waste characterization studies or waste stream analyses, which may be required by AB 939.

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

The rights accorded Customers pursuant to this section shall be in addition to any other privacy right accorded Customers pursuant to federal or State law.

#### **13.17 Attorney's Fees**

In any action or proceeding to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall be entitled to an award to attorney's fees and expert witness fees in the amount reasonably incurred in the prosecution or defense of such action. The term "prevailing party" shall mean the party entitled to recover costs of suit, upon the conclusion of the matter, in accordance with the laws of the State of California.

## **14 Miscellaneous Agreements**

### **14.1 Entire Agreement**

This Agreement, including the Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered in this Agreement. No verbal agreement or conversation with any office, agent, or employee of the City, either before, during, or after the execution of this contract, shall affect or modify any of the terms or obligations in this Agreement contained nor such verbal agreement or conversation entitle the Contractor to any additional payment whatsoever under the terms of this contract.

### **14.2 Section Headings**

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

### **14.3 References to Laws and Other Agreements**

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided. This Agreement supersedes any and all agreements heretofore entered into by the parties and the City.

### **14.4 Interpretation**

This Agreement, including the exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

### **14.5 Amendments**

This Agreement may not be modified or amended in any respect except by a writing duly executed by the parties. Purported oral amendments shall be void and of no force or effect.

### **14.6 Prior Agreements and Amendment**

This Agreement is intended to carry out the City's obligations to comply with the provisions of AB 939 as it from time to time may be amended, and as implemented by regulations of CalRecycle, as they from time to time may be amended. In the event that AB 939 or other State or federal laws or regulations enacted after this agreement has been enacted, prevent or preclude compliance with one or more provisions of this agreement, such provisions of the agreement shall be modified or suspended in accordance with Section 4.3 or Section 4.4 as may be necessary to comply with such State or federal laws or regulations.



#### **14.7 Severability**

If any provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been included in this Agreement.

#### **14.8 Exhibits**

Each of the Exhibits identified in this Agreement is attached hereto and incorporated herein and made a part hereof by this reference.

#### **14.9 Non-Waiver Provision**

Failure of either party to exercise any of the rights or remedies set forth in this Agreement within the time periods provided shall not constitute a waiver of any rights or remedies of that party with regard to that failure to perform or subsequent failures to perform whether determined to be a breach, excused performance or unexcused defaults by the other party. The subsequent acceptance by either party of any moneys that become due under this Agreement shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

#### **14.10 Compliance With Applicable Law**

Contractor shall comply with Applicable Law in the provision of services and performance of obligations under this Agreement.

**WITNESS** the execution of this Agreement on the \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

**CITY OF CORONA**

**USA WASTE  
OF CALIFORNIA, INC.**

By \_\_\_\_\_  
Tony Daddario, Mayor

By \_\_\_\_\_  
Mike Hammer  
President – Southern California Area

*Attest:*

By \_\_\_\_\_  
Sylvia Edwards  
City Clerk

By \_\_\_\_\_  
Asteghik Khajetoorians  
Assistant Secretary

## Exhibit 1 – Schedule of Rates

### Residential Services

Service Description	Monthly Rate
Residential Basic	\$ 28.78
Income Qualified	\$ 21.55
Multifamily Dwelling	
1st Dwelling	\$ 14.95
2nd Dwelling	\$ 29.90
3rd Dwelling	\$ 43.04
4th Dwelling	\$ 56.07
5th Dwelling	\$ 69.03
6th Dwelling	\$ 82.00
Over 6 units per unit	\$ 14.88
Multifamily Recycling	\$ 3.95
Multi-family Greenwaste	\$ 6.54
Total Multi-family Greenwaste and Recycling	\$ 10.28
Income Qualified Multi-Family Recycling Only (1x per week collection)	\$ 3.20
Income Qualified Multi-Family Recycling and Organics (1x per week collection)	\$ 9.53

### Miscellaneous Residential Charges

Miscellaneous Residential Charges	
Additional Container - Trash	\$ 8.42
Additional Container - Recycle	\$ 1.53
Additional Container - Greenwaste	\$ 4.31
Residential Contamination/Overage Fee (after 2 notices in any 12 month period)	\$ 14.50
Bulky Item Pickup - 1st Item	\$ 23.10
Bulky Item Pickup - Add'l Items	\$ 15.42
E-waste pickups	\$ 36.81
Cart Overage/Extra Bag Fee	\$ 5.90
Setup Activation Fee (for customer needing new container)	\$ 17.66
Cart Exchange - in excess of one per year	\$ 22.08
Lost or Destroyed Cart Charge	At cost
Valet Service	\$ 21.06
Tax Roll Administrative Fee	\$ 42.40

**EXHIBIT B**

**SCHEDULE OF SOLID WASTE COLLECTION RATES**

[SEE ATTACHED 4 PAGES]



**Commercial and Multi-family Bin Service**

<b>Service Description</b>	<b>Monthly Rate</b>
2 yard 1x per week	\$ 123.32
2 yard 2x per week	\$ 234.89
2 yard 3x per week	\$ 344.81
2 yard 4x per week	\$ 456.07
2 yard 5x per week	\$ 566.15
2 yard 6x per week	\$ 689.17
3 yard 1x per week	\$ 163.24
3 yard 2x per week	\$ 311.30
3 yard 3x per week	\$ 457.34
3 yard 4x per week	\$ 605.03
3 yard 5x per week	\$ 751.19
3 yard 6x per week	\$ 914.07
4 yard 1x per week	\$ 217.61
4 yard 2x per week	\$ 415.07
4 yard 3x per week	\$ 609.76
4 yard 4x per week	\$ 806.67
4 yard 5x per week	\$ 1,001.55
4 yard 6x per week	\$ 1,218.77
6 yard 1x per week	\$ 293.76
6 yard 2x per week	\$ 559.36
6 yard 3x per week	\$ 822.72
6 yard 4x per week	\$ 1,090.46
6 yard 5x per week	\$ 1,353.62
6 yard 6x per week	\$ 1,643.11

**Compactor Rates**

<b>Service Description</b>	<b>Monthly Rate</b>
2 yard 1x per week	\$ 174.53
2 yard 2x per week	\$ 335.96
2 yard 3x per week	\$ 497.35
2 yard 4x per week	\$ 658.65
2 yard 5x per week	\$ 819.96
2 yard 6x per week	\$ 991.48
3 yard 1x per week	\$ 237.47
3 yard 2x per week	\$ 458.50
3 yard 3x per week	\$ 677.36
3 yard 4x per week	\$ 898.08
3 yard 5x per week	\$ 1,115.12
3 yard 6x per week	\$ 1,351.67
4 yard 1x per week	\$ 301.62
4 yard 2x per week	\$ 582.50
4 yard 3x per week	\$ 844.42
4 yard 4x per week	\$ 1,144.16
4 yard 5x per week	\$ 1,425.05
4 yard 6x per week	\$ 1,721.76

**Commercial Recycling and Other Commercial Services**

<b>Service Description</b>	<b>Monthly Rate</b>
<b>Commercial Recycling</b>	
2-4 yard 1x per week	\$ 53.63
2-4 yard 2x per week	\$ 104.88
2-4 yard 3x per week	\$ 156.16
2-4 yard 4x per week	\$ 207.46
2-4 yard 5x per week	\$ 258.75
<b>Commercial Can Service</b>	
64 Gallon Carts:	\$ 45.65
96 Gallon Carts:	\$ 52.50
<b>3 yard Split-bin ( 1.5 yard trash, 1.5 yard recycling)*</b>	
1x per week service	\$ 123.45
2x per week service	\$ 234.56
3x per week service	\$ 345.66
4x per week service	\$ 469.11
5x per week service	\$ 592.56
<b>4 yard Split-bin (2 yard trash, 2 yard recycling)*</b>	
1x per week service	\$ 164.60
2x per week service	\$ 312.74
3x per week service	\$ 460.88
4x per week service	\$ 625.48
5x per week service	\$ 790.08
* This service will be provided to customers who have space constraints to have regular trash, recycling bin service and who been pre-approved by City.	
<b>Commercial Organics (64 Gallon Cart)</b>	
1x	\$ 52.25
2x	\$ 104.47
3x	\$ 156.73
4x	\$ 209.00
5x	\$ 261.23
<b>Commercial Organics (2 Yard Bin)</b>	
1x	\$ 278.56
2x	\$ 556.41
3x	\$ 834.27
4x	\$ 1,112.09
5x	\$ 1,389.92
<b>Miscellaneous Commercial Charges:</b>	<b>Rate Per Unit</b>
Additional Pickups of existing bins	\$ 73.73
Additional Pickups of existing compactor	\$ 147.46
Temporary bin service - 3 Day	\$ 140.45
Temporary bin service - 1 month	\$ 352.24
Scout Service (per bin per month)	\$ 70.46
Bin Exchange Service (in excess of one per year)	\$ 93.94
Bin Removal	\$ 39.14
Lock Lid Fee	\$ 16.95
Replacement Lock	\$ 40.96
Replacement Key	\$ 8.21
Commercial Bulky Waste Collection (non-multi-family -per item)	\$ 24.57
Each Additional Item Fee	\$ 16.37
Multi-Family Bulky Waste Program ( up to 6 items per collection)	\$ 20.50
Each Additional Bulky Item in Excess of 6 items	\$ 5.50
Overage Fee	\$ 58.39
Burned Bin	\$ 458.79
Stolen Bin	\$ 819.29
Reinstate Fee	\$ 54.79
Setup/Activation Fee	\$ 39.14
Extra pickup on HOC	\$ 62.63
Recycle Contamination Fee	\$ 73.73
<b>Pull-out (per month per bin per frequency)</b>	
0-25 feet	No charge
26-50 feet	\$ 11.48
51-75 feet	\$ 14.76
76-100 feet	\$ 16.37

### Rolloff Services

Service Description	Rate Per Unit
Illegal Hauler Container Storage Fee (per day)	\$ 79.50
Rolloff Service (per load)	
10 or 40 yard bin - Service	\$ 367.90
10 or 40 yard bin - Disposal includes 5.75 tons	\$ 336.49
Total 10 or 40 yard bin	\$ 704.39
Rolloff Disposal Per Ton including Franchise Fee	\$ 58.52
Compactor - Service (per load)	\$ 349.06
Compactor - Disposal includes 7.5 tons	\$ 438.90
Total Compactor	\$ 787.96
Rolloff Disposal Per Ton including Franchise Fee	\$ 58.52
Mixed C&D Loads - per pick up, plus disposal	\$ 352.24
Greenwaste Loads - per pick up, plus disposal	\$ 404.02
Organics Loads - per pick up, plus disposal	\$ 404.02
Minimum monthly roll off service	\$ 350.66
Trip/Relocation Charge	\$ 101.75
Delivery Fee	\$ 94.89
Setup/Activation fee	\$ 39.14

## Exhibit 2 – Blue Container Recyclables

**RECYCLABLES** must be dry, loose (not bagged), unshredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles)	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes)
Glass food and beverage containers – any color	Magazines, glossy inserts and pamphlets

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates and cups	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any Recyclables less than 4" in size in any dimension	Propane tanks, fuel canisters
Batteries	



**DELIVERY SPECIFICATIONS:**

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials.

### Exhibit 3 – Rate Adjustment Example

Step One: Calculate annual change in price indexes

		A	B	C
Row	Adjustment Factor	Old Index	New Index	Percent Change in Index (Column B-Column A)/Column A)
1	Service	522.33	549.33	5.17%
2	Disposal	\$46.35	\$50.00	7.87%
3	Organics	522.33	549.33	5.17%
4	Recycle	522.33	549.33	5.17%

Step Two: Determine total weighted percentage change in rates

		D	E	F
Row	Adjustment Factor	Weighted Components as a % of Total (from Column N of previous year's calculation)	Percent Change in Index (from Column C above)	Total Weighted Percentage Change in Rates (Column D multiplied by Column E)
1	Service	60.7%	5.17%	3.14%
2	Disposal	19.8%	7.87%	1.56%
3	Organics	8.6%	5.17%	0.44%
4	Recycle	10.9%	5.17%	0.56%
Total		100.0%		5.70%

Step Three: Apply total weighted percent change to current rates

		G	H	I
Row	Service Description	Current Rate	Weighted Percentage Change in Rates (from total of Column F above)	Adjusted Rate (current rate in Column G multiplied by 1 plus percent in Column H)
1	Residential Basic	\$28.78	5.70%	\$30.42
2	Income Qualified	\$21.55	5.70%	\$22.78
3	Multi-family 1st	\$14.95	5.70%	\$15.80
4	Additional Container	\$8.42	5.70%	\$8.90

Step Four: Recalculate cost weightings for next year's annual rate adjustment

		J	K	L	M	N
Row	Adjustment Factor	Cost Component	Percent Change as Applied to Rate Adjustment (Column E)	Increase In Cost Components (Column G x Column I)	Cost Component Increased (Column G + Column I)	Cost Component Reweighted to Equal 100% (used in Column C of subsequent year's annual adjustment)
1	Service	60.70%	5.17%	3.14%	63.84%	60.39%
2	Disposal	19.80%	7.87%	1.56%	21.36%	20.21%
3	Organics	8.60%	5.17%	0.44%	9.04%	8.56%
4	Recycle	10.90%	5.17%	0.56%	11.46%	10.84%
Total		100.00%		5.70%	105.70%	100.00%

## Exhibit 4 – City Facilities

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### CITY FACILITIES – REFUSE/RECYCLING SERVICE PROVIDED

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#### DWP FACILITIES

DESALTING PLANT	450 N COTA AVE
LESTER WATER TREATMENT PLANT	2970 RIMPAU
SIERRA DEL ORO WATER TREATMENT PLANT	2940 WILDERNESS CIRCLE
WASTEWATER TREATMENT PLANT #1	2205 RAILROAD
WASTEWATER TREATMENT PLANT #2 (SUNKIST)	650 E HARRISON ST
WASTEWATER TREATMENT PLANT #3	20730 TEMESCAL CANYON

#### CITY PARKS/FACILITIES

AUBURNDALE RECREATION CENTER	1045 AUBURNDALE
CITRUS PARK	1250 SANTANA WAY
CORONA MUNICIPAL AIRPORT	1901 AVIATION DR
EAGLE GLEN COMMUNITY PARK	4190 BENNETT AVE.
LINCOLN PARK	LINCOLN & CITRON
MOUNTAIN GATE COMMUNITY PARK	3100 S MAIN ST

PROMENADE COMMUNITY PARK	615 RICHEY ST
RIDGELINE PARK	2850 RIDGELINE DR
RIVER ROAD PARK COMMUNITY CENTER	1100 W RIVER RD
SANTANA REGIONAL PARK	598 ONTARIO AVE
SCOUT HOUSE (COMMUNITY CENTER)	427 E GRAND BLVD
SENIOR CENTER	921 S BELLE AVE
SERFAS CLUB PARK	2575 GREEN RIVER RD
SHERIDAN PARK	300 S SHERIDAN ST
SPYGLASS PARK	1790 SPYGLASS DR
VILLAGE PARK	860 VILLAGE LOOP DR

#### **FACILITIES**

CITY HALL	400 S. VICENTIA AVE
CITY LIBRARY	650 S MAIN ST
HISTORIC CIVIC CENTER	815 W 6TH ST
CORPORATION YARD COMPLEX	710-770 CORPORATION YARD WAY
HARRISON HOPE CENTER	420 W HARRISON
PW MAINTENANCE YARD**	1330 MAGNOLIA AVE

*\*\* Public Works Yard/Transfer Station - Not to include  
Contracted Street Sweeping Debris*

#### **FIRE STATIONS/FACILITIES**



FIRE STATION #1	540 MAGNOLIA AVE
FIRE STATION #2	225 E HARRISON
FIRE STATION #3	790 S SMITH
FIRE STATION #4	915 N MC KINLEY
FIRE STATION #5	1200 CANYON CREST
FIRE STATION #6	110 UPPER DRIVE
TEMESCAL PUBLIC SAFETY FACILITY	3777 BEDFORD CANYON RD

**POLICE STATIONS/FACILITIES**

POLICE SPECIAL ENFORCEMENT BUREAU	515 S. CORONA MALL
POLICE STATION	849 W 6TH ST
SPECIAL ENFORCEMENT BUREAU	152 E 6TH ST
TEMESCAL PUBLIC SAFETY FACILITY	3777 BEDFORD CANYON RD
THE CROSSINGS SUB STATION	3260 TEMESCAL CYN RD
ANIMAL CONTROL	608 W HARRINGTON
CORONA POINTE SUB-STATION	1302 MAGNOLIA

**CITY FACILITIES - REFUSE/RECYCLING SERVICE NOT CURRENTLY NEEDED**

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**DWP FACILITIES**

CLEARWATER COGEN POWER PLANT	2205 RAILROAD
CORONA HEIGHTS MUTUAL WATER CO	1300 MAGNOLIA
DOS LAGOS SUBSTATION	3855 TEMESCAL CYN RD
GREEN RIVER WATER TREATMENT PLANT	4130 GREEN RIVER DR
RIMPAU ZONE 4 PUMP STATION	2970 RIMPAU AVE
YUMA RESERVOIR	881 CORSICA DR

CITY PARKS/FACILITIES

ARMORY	1075 E 6TH ST
CITY PARK WAREHOUSE/MAINTENANCE	938 E 6TH ST
CORONA NATIONAL GOLF COURSE	COUNTRY CLUB DR
GRIFFIN PARK	2770 GRIFFIN WAY
SETTLEMENT HOUSE	507 VICENTIA AVE
BRENTWOOD RECREATION CENTER	PARK 1646 DAWN RIDGE DR
BORDER PARK	2400 AVENIDA DEL VISTA
BUENA VISTA PARK	2515 BUENA VISTA AVE
BUTTERFIELD PARK	1886 BUTTERFIELD DR
BUTTERFIELD STORAGE/WAREHOUSE	1886 BUTTERFIELD
CITY PARK,, POOL,	930 E 6TH ST
CRESTA VERDE PARK	1640 COLLETTE AVE
FAIRVIEW PARK	1604 FAIRVIEW DR
HUSTED PARK	1200 MERRILL ST
KELLOGG PARK	1635 KELLOGG AVE
MANGULAR PARK	2208 MANGULAR AVE
ONTARIO PARK	ONTARIO & VIA PACIFICA
PARKVIEW PARK	2094 PARKVIEW DR
ROCK VISTA PARK	2481 STEVEN DR

TEHACHAPI PARK                      2113 SISKIYOU

VICTORIA PARK RECREATION  
CENTER                                  312 E 9TH ST

**FACILITIES**

DOWNTOWN ANNEX    152 E 6TH ST

HOUSING/R.D.A. OFFICE (LEASED)    250 RINCON

**FIRE STATIONS/FACILITIES**

FIRE STATION (LEASED TO RIVERSIDE)    135 N MC KINLEY

FIRE TRAINING CENTER    448 N COTA AVE

### **Exhibit 5 – City-organized Special Events**

City shall notify Contractor of the dates for the events listed below at least 30 days prior to each event.

4th Of July Parade and Fireworks Event

Concerts in the Park

Public Works Day

Toilet Exchange Program

Public Safety Day

Civic Center Lighting Ceremony

Main Street USA Parade

Movies in the Park

Lemon Festival

Chamber Holiday Parade

Cinco de Mayo Celebration

Great Taste Event

Halloweekend Event

Day of the Child

Lobsterfest



## **Exhibit 6 – Required Reports**

Contractor shall provide the following monthly reports pursuant to Sections 8.4.1, 8.4.4, and 8.4.5:

- Number of tons of material collected by type of material and Customer Type
- Number of tons taken to each Facility and where tons were processed/disposed
- Single-Family Customer Information Report
- Commercial Customer Information Report
- Customers with Roll-off and Compactor Collection Service Information Report
- Compliance Reports/Summary
- Contamination Monitoring Activities Report for all Customers as detailed in 8.4.4(f)
- Public Education and Outreach Activities Report
- Delinquent Single-Family, Commercial, and Multi-Family accounts Report
- Residential Overage Report
- Commercial/Multi-Family Overage Report
- Commercial/Multi-Family Service Change Report
- Single-Family Missed Pickup Report
- Commercial/Multi-Family Missed Pickup Report
- Single-Family Complaints Report
- Commercial/Multi-Family Complaints Report
- Overage Fee Report for Commercial/Multi-Family Properties
- Overage Fee Report for Single-Family Residential

**City of Corona**  
**Summary of Proposed Rates ( Pending Prop 218 Hearing )**

<b>Residential Services</b>					
<b>Service Description</b>	<b>Current Rate</b>	<b>CPI Increase</b>	<b>Disposal Increase</b>	<b>SB1383</b>	<b>Proposed Rate</b>
Residential Basic Bundle Service (trash, recycling, & organics; 1x per week collection)	\$26.67	\$0.90	\$0.61	\$0.60	\$28.78
Income Qualified Bundle Service (trash, recycling, & organics; 1x per week collection)	\$19.78	\$0.56	\$0.61	\$0.60	\$21.55
Multifamily Trash Cart Service (1x per week collection)					
1st Dwelling	\$14.25	\$0.70	-	-	\$14.95
2nd Dwelling	\$28.49	\$1.41	-	-	\$29.90
3rd Dwelling	\$41.01	\$2.03	-	-	\$43.04
4th Dwelling	\$53.43	\$2.64	-	-	\$56.07
5th Dwelling	\$65.78	\$3.25	-	-	\$69.03
6th Dwelling	\$78.14	\$3.86	-	-	\$82.00
Over 6 units per unit	\$14.18	\$0.70	-	-	\$14.88
Multi-family Recycling Only (1x per week collection)	\$3.76	\$0.19	-	-	\$3.95
Multi-family Organics Only (1x per week collection)	\$5.65	\$0.15	\$0.14	-	\$6.54
Multi-family Recycling AND Organics (1x per week collection)	\$9.22	\$0.32	\$0.14	\$0.60	\$10.28
Income Qualified Multi-Family Recycling Only (1x per week collection)	\$3.05	\$0.15	-	-	\$3.20
Income Qualified Multi-Family Recycling AND Organics (1x per week collection) - NEW	-	-	-	-	\$9.53
<b>Miscellaneous Residential Services</b>					
<b>Service Description</b>	<b>Current Rate</b>	<b>CPI Increase</b>	<b>Disposal Increase</b>	<b>SB1383</b>	<b>Proposed Rate</b>
Additional Container - Trash	\$7.85	\$0.09	\$0.48	-	\$8.42
Additional Container - Recycle	\$1.46	\$0.07	-	-	\$1.53
Additional Container - Organics	\$4.10	\$0.07	\$0.14	-	\$4.31
Residential Contamination/Overage Fee (after 2 notices in any 12 month period)	-	-	-	-	\$14.50
Bulky Item Pickup - 1st Item	\$22.01	\$1.09	-	-	\$23.10
Bulky Item Pickup - Additional Items	\$14.69	\$0.73	-	-	\$15.42
E-waste pickups	\$35.08	\$1.73	-	-	\$36.81
Extra Bag Fee	\$5.62	\$0.28	-	-	\$5.90
Setup Activation Fee (for customer needing new container)	\$16.83	\$0.83	-	-	\$17.66
Cart Exchange - in excess of one per year	\$21.04	\$1.04	-	-	\$22.08
Lost or Destroyed Cart Charge - NEW	-	-	-	-	At Cost
Valet Service - NEW	-	-	-	-	\$21.06
Tax Roll Administrative Fee - NEW	-	-	-	-	\$42.40

Commercial Bin Services					
Service Description	Current Rate	CPI Increase	Disposal Increase	SB1383	Proposed Rate
2 yard 1x per week service	\$116.98	\$4.87	\$1.47	-	\$123.32
2 yard 2x per week service	\$222.77	\$9.18	\$2.94	-	\$234.89
2 yard 3x per week service	\$326.98	\$13.42	\$4.41	-	\$344.81
2 yard 4x per week service	\$432.47	\$17.72	\$5.88	-	\$456.07
2 yard 5x per week service	\$536.83	\$21.97	\$7.35	-	\$566.15
2 yard 6x per week service	\$653.53	\$26.81	\$8.83	-	\$689.17
3 yard 1x per week service	\$154.76	\$6.27	\$2.21	-	\$163.24
3 yard 2x per week service	\$295.05	\$11.84	\$4.41	-	\$311.30
3 yard 3x per week service	\$433.41	\$17.31	\$6.62	-	\$457.34
3 yard 4x per week service	\$573.35	\$22.85	\$8.83	-	\$605.03
3 yard 5x per week service	\$711.84	\$28.32	\$11.03	-	\$751.19
3 yard 6x per week service	\$866.24	\$34.59	\$13.24	-	\$914.07
4 yard 1x per week service	\$206.30	\$8.37	\$2.94	-	\$217.61
4 yard 2x per week service	\$393.40	\$15.79	\$5.88	-	\$415.07
4 yard 3x per week service	\$577.86	\$23.07	\$8.83	-	\$609.76
4 yard 4x per week service	\$764.44	\$30.46	\$11.77	-	\$806.67
4 yard 5x per week service	\$949.08	\$37.76	\$14.71	-	\$1,001.55
4 yard 6x per week service	\$1,155.01	\$46.11	\$17.65	-	\$1,218.77
6 yard 1x per week service	\$278.34	\$11.01	\$4.41	-	\$293.76
6 yard 2x per week service	\$529.84	\$20.69	\$8.83	-	\$559.36
6 yard 3x per week service	\$779.20	\$30.28	\$13.24	-	\$822.72
6 yard 4x per week service	\$1,032.74	\$40.07	\$17.65	-	\$1,090.46
6 yard 5x per week service	\$1,281.93	\$49.63	\$22.06	-	\$1,353.62
6 yard 6x per week service	\$1,556.19	\$60.44	\$26.48	-	\$1,643.11

Commercial Compactor Services					
Service Description	Current Rate	CPI Increase	Disposal Increase	SB1383	Proposed Rate
2 yard 1x per week service	\$164.72	\$5.40	\$4.41	-	\$174.53
2 yard 2x per week service	\$316.96	\$10.17	\$8.83	-	\$335.96
2 yard 3x per week service	\$469.16	\$14.95	\$13.24	-	\$497.35
2 yard 4x per week service	\$621.28	\$19.72	\$17.65	-	\$658.65
2 yard 5x per week service	\$773.41	\$24.49	\$22.06	-	\$819.96
2 yard 6x per week service	\$935.26	\$29.74	\$26.48	-	\$991.48
3 yard 1x per week service	\$223.91	\$6.94	\$6.62	-	\$237.47
3 yard 2x per week service	\$432.14	\$13.12	\$13.24	-	\$458.50
3 yard 3x per week service	\$638.32	\$19.18	\$19.86	-	\$677.36
3 yard 4x per week service	\$846.26	\$25.34	\$26.48	-	\$898.08
3 yard 5x per week service	\$1,050.70	\$31.32	\$33.10	-	\$1,115.12
3 yard 6x per week service	\$1,273.73	\$38.23	\$39.71	-	\$1,351.67
4 yard 1x per week service	\$284.24	\$8.55	\$8.83	-	\$301.62
4 yard 2x per week service	\$548.72	\$16.13	\$17.65	-	\$582.50
4 yard 3x per week service	\$795.13	\$22.81	\$26.48	-	\$844.42
4 yard 4x per week service	\$1,077.59	\$31.27	\$35.30	-	\$1,144.16
4 yard 5x per week service	\$1,342.07	\$38.85	\$44.13	-	\$1,425.05
4 yard 6x per week service	\$1,621.64	\$47.17	\$52.95	-	\$1,721.76

Commercial Recycling & Organics Services					
Service Description	Current Rate	CPI Increase	Disposal Increase	SB1383	Proposed Rate
<b>Commercial Recycling Bin (2-, 4-, or 6-yard)</b>					
1x per week service	\$51.10	\$2.53	-	-	\$53.63
2x per week service	\$99.94	\$4.94	-	-	\$104.88
3x per week service	\$148.80	\$7.36	-	-	\$156.16
4x per week service	\$197.68	\$9.78	-	-	\$207.46
5x per week service	\$246.56	\$12.19	-	-	\$258.75
<b>Commercial Recycling Cart Service</b>					
64 Gallon Carts:	\$43.50	\$2.15	-	-	\$45.65
96 Gallon Carts:	\$50.03	\$2.47	-	-	\$52.50
<b>3 yard Split-bin ( 1.5 yard trash, 1.5 yard recycling)* - NEW</b>					
1x per week service	-	-	-	-	\$123.45
2x per week service	-	-	-	-	\$234.56
3x per week service	-	-	-	-	\$345.66
4x per week service	-	-	-	-	\$469.11
5x per week service	-	-	-	-	\$592.56
<b>4 yard Split-bin (2 yard trash, 2 yard recycling)* - NEW</b>					
1x per week service	-	-	-	-	\$164.60
2x per week service	-	-	-	-	\$312.74
3x per week service	-	-	-	-	\$460.88
4x per week service	-	-	-	-	\$625.48
5x per week service	-	-	-	-	\$790.08
<b>Commercial Organics (64 Gallon Cart)</b>					
1x per week service	\$49.79	\$2.46	-	-	\$52.25
2x per week service	\$99.55	\$4.92	-	-	\$104.47
3x per week service	\$149.34	\$7.39	-	-	\$156.73
4x per week service	\$199.15	\$9.85	-	-	\$209.00
5x per week service	\$248.92	\$12.31	-	-	\$261.23
<b>Commercial Organics (2 Yard Bin)</b>					
1x per week service	\$265.43	\$13.13	-	-	\$278.56
2x per week service	\$530.19	\$26.22	-	-	\$556.41
3x per week service	\$794.96	\$39.31	-	-	\$834.27
4x per week service	\$1,059.69	\$52.40	-	-	\$1,112.09
5x per week service	\$1,324.42	\$65.50	-	-	\$1,389.92
Miscellaneous Commercial Services					
Service Description	Current Rate	CPI Increase	Disposal Increase	SB1383	Proposed Rate
Additional Pickups of existing bins	\$70.26	\$3.47	-	-	\$73.73
Additional Pickups of existing compactor	\$140.51	\$6.95	-	-	\$147.46
Temporary bin service - 3 Day	\$133.83	\$6.62	-	-	\$140.45
Temporary bin service - 1 month	\$335.64	\$16.60	-	-	\$352.24
Scout Service (per bin per month)	\$67.14	\$3.32	-	-	\$70.46
Bin Exchange Service (in excess of one per year)	\$89.51	\$4.43	-	-	\$93.94
Bin Removal	\$37.30	\$1.84	-	-	\$39.14
Lock Lid Fee	\$16.15	\$0.80	-	-	\$16.95
Replacement Lock	\$39.03	\$1.93	-	-	\$40.96
Replacement Key	\$7.82	\$0.39	-	-	\$8.21
Commercial Bulky Waste Collection (non-multi-family -per item)	\$23.41	\$1.16	-	-	\$24.57
Each Additional Item Fee	\$15.60	\$0.77	-	-	\$16.37
Multi-Family Bulky Waste Program (up to 6 items per collection) - NEW	-	-	-	-	\$20.50
Each Additional Items Fee - NEW	-	-	-	-	\$5.50
Overage Fee	\$55.64	\$2.75	-	-	\$58.39
Burned Bin	\$437.17	\$21.62	-	-	\$458.79
Stolen Bin	\$780.68	\$38.61	-	-	\$819.29
Reinstate Fee	\$52.21	\$2.58	-	-	\$54.79
Setup/Activation Fee	\$37.30	\$1.84	-	-	\$39.14
Extra pickup on Haul or Call (bin serviced on non-service day due to bin obstruction or not out for service)	\$59.68	\$2.95	-	-	\$62.63
Recycle Contamination Fee	\$70.26	\$3.47	-	-	\$73.73

\* This service will be provided to customers who have space constraints to have regular trash, recycling bin service and who been pre-approved by City



Miscellaneous Commercial Services (continued)					
Service Description	Current Rate	CPI Increase	Disposal Increase	SB1383	Proposed Rate
Commercial Container Pull-out Service (per month per bin per frequency)					
0-25 feet	No Charge	-	-	-	No Charge
26-50 feet	\$10.94	\$0.54	-	-	\$11.48
51-75 feet	\$14.06	\$0.70	-	-	\$14.76
76-100 feet	\$15.60	\$0.77	-	-	\$16.37
Illegal Hauler Container Storage Fee (per day)	\$75.75	\$3.75	-	-	\$79.50
Rolloff Service					
10 or 40 yard bin - Service	\$350.56	\$17.34	-	-	\$367.90
10 or 40 yard bin - Disposal includes 5.75 tons	\$313.51	-	\$22.98	-	\$336.49
Total 10 or 40 yard bin	\$664.07	\$17.34	\$22.98	-	\$704.39
Rolloff Disposal Per Ton (anything above 5.75 tons)	\$54.52	-	\$4.00	-	\$58.52
Compactor - Service	\$332.61	\$16.45	-	-	\$349.06
Compactor - Disposal includes 7.5 tons	\$408.93	-	\$29.97	-	\$438.90
Total Compactor	\$741.54	\$16.45	\$29.97	-	\$787.96
Compactor Disposal Per Ton (anything above 7.5 tons)	\$54.52	-	\$4.00	-	\$58.52
Mixed C&D Loads - per pick up, plus disposal	\$335.64	\$16.60	-	-	\$352.24
Green waste Loads - per pick up, plus disposal	\$384.98	\$19.04	-	-	\$404.02
Organics Loads - per pick up, plus disposal	\$384.98	\$19.04	-	-	\$404.02
Minimum monthly roll off service	\$334.14	\$16.52	-	-	\$350.66
Trip/Relocation Charge	\$96.96	\$4.79	-	-	\$101.75
Delivery Fee	\$90.42	\$4.47	-	-	\$94.89
Setup/Activation fee	\$37.30	\$1.84	-	-	\$39.14