

AMENDED AND RESTATED FRANCHISE AGREEMENT

between the

CITY OF MOORPARK,

a California municipal corporation

and

**G.I. Industries,
a Utah corporation**

for

**FOR PROVIDING RESIDENTIAL AND COMMERCIAL
SOLID WASTE SERVICES**

* * *

December 4, 2024

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	1
ARTICLE 1. DEFINITIONS	3
1.1 Definitions	3
1.1.1 AB 341.....	3
1.1.2 AB 827.....	3
1.1.3 AB 876.....	3
1.1.4 AB 901.....	3
1.1.5 AB 939.....	3
1.1.6 AB 1594.....	4
1.1.7 AB 1826.....	4
1.1.8 Account	4
1.1.9 Act.....	4
1.1.10 Activation Fee.....	4
1.1.11 Affiliate.....	4
1.1.12 Agreement.....	5
1.1.13 Alternative Daily Cover or ADC	5
1.1.14 Alternative Facility	5
1.1.15 Applicable Law	5
1.1.16 Approved C&D Processing Facility(ies).....	5
1.1.17 Approved Disposal Facility	6
1.1.18 Approved Facility(ies).....	6
1.1.19 Approved Organic Waste Processing Facility.....	6
1.1.20 Approved Source Separated Recyclable Materials Processing Facility(ies)	6
1.1.21 Approved Transfer Facility(ies).....	6

TABLE OF CONTENTS (cont.)

		<u>Page</u>
1.1.22	Back-Haul.....	7
1.1.23	Bin.....	7
1.1.24	Bin Service.....	7
1.1.25	Black Container.....	7
1.1.26	Black Container Waste.....	7
1.1.27	Blue Container.....	7
1.1.28	Bulky Items.....	7
1.1.29	Business Days.....	8
1.1.30	C&D.....	8
1.1.31	C&D Collection Site.....	8
1.1.32	California Code of Regulations or CCR.....	8
1.1.33	CalRecycle.....	8
1.1.34	Cart.....	8
1.1.35	Cart Service.....	8
1.1.36	City.....	9
1.1.37	City Facility Premises.....	9
1.1.38	City Manager.....	9
1.1.39	Collect.....	9
1.1.40	Collection Services.....	9
1.1.41	Commercial Business.....	9
1.1.42	Commercial Account or Commercial Customer.....	9
1.1.43	Commercial Edible Food Generators.....	9
1.1.44	Commercial Premises.....	10
1.1.45	Community Composting.....	10
1.1.46	Complaint.....	10

TABLE OF CONTENTS (cont.)

		<u>Page</u>
1.1.47	Compost.....	10
1.1.48	Composting	10
1.1.49	Compostable Plastics or Compostable Plastic	11
1.1.50	Construction and Demolition Debris or C&D Debris.....	11
1.1.51	Consumer Price Index (CPI).....	11
1.1.52	Container.....	11
1.1.53	Contaminated Container.....	11
1.1.54	Contamination Fee	11
1.1.55	Contractor.....	11
1.1.56	Contractor's Intellectual Property	12
1.1.57	Customer.....	12
1.1.58	Discarded Materials.....	12
1.1.59	Disposed or Disposal	12
1.1.60	Diversion or Divert.....	12
1.1.61	Dwelling Unit	13
1.1.62	Edible Food	13
1.1.63	Effective Date	13
1.1.64	Environmental Laws	13
1.1.65	E-Waste.....	13
1.1.66	Excluded Waste	13
1.1.67	Facility	14
1.1.68	Food Recovery	14
1.1.69	Food Recovery Organization.....	14
1.1.70	Food Recovery Service	14

TABLE OF CONTENTS (cont.)

	<u>Page</u>
1.1.71	Food Waste 15
1.1.72	Food-Soiled Paper 15
1.1.73	Franchise Fee 15
1.1.74	Free Landfill Days 15
1.1.75	Generator 15
1.1.76	Green Container 15
1.1.77	Green Waste 15
1.1.78	Gross Receipts 16
1.1.79	Hauler Route 16
1.1.80	Hazardous Substance 16
1.1.81	Hazardous Waste 16
1.1.82	Health and Safety Code 17
1.1.83	Holiday 17
1.1.84	Household Batteries 17
1.1.85	Household Hazardous Waste 17
1.1.86	Inerts 17
1.1.87	Landfill 17
1.1.88	Large Event 18
1.1.89	Large Venue 18
1.1.90	Late Fee 18
1.1.91	Liquidated Damages 18
1.1.92	Material Recovery Facility or MRF 18
1.1.93	Medical Waste 18
1.1.94	Mulch 19
1.1.95	Multi-Family Premises 19

TABLE OF CONTENTS (cont.)

	<u>Page</u>
1.1.96	Municipal Code..... 19
1.1.97	Non-Compostable Paper..... 19
1.1.98	Non-Organic Recyclables..... 19
1.1.99	Operative Date 20
1.1.100	Organic Waste or Organics 20
1.1.101	Overage Fee 20
1.1.102	Owner..... 20
1.1.103	Paper Products..... 20
1.1.104	Person 20
1.1.105	Premises 20
1.1.106	Printing and Writing Papers..... 20
1.1.107	Private Street..... 21
1.1.108	Process 21
1.1.109	Prohibited Container Contaminants..... 21
1.1.110	Public Resources Code or PRC 21
1.1.111	Putrescible Wastes..... 21
1.1.112	Radioactive Waste 22
1.1.113	Rate or Rates 22
1.1.114	Rate Period 22
1.1.115	Recycle or Recycling..... 22
1.1.116	Recyclable Materials 22
1.1.117	Remnant Organic Material..... 22
1.1.118	Renewable Natural Gas or RNG 23
1.1.119	Residential Account or Residential Customer 23
1.1.120	Residential Premises..... 23

TABLE OF CONTENTS (cont.)

	<u>Page</u>
1.1.121	Residual or Residue 23
1.1.122	Reusable Items 23
1.1.123	Reuse 23
1.1.124	Roll-off Box 23
1.1.125	Roll-off Box Service 24
1.1.126	SB 1383 24
1.1.127	SB 1383 Regulations 24
1.1.128	SB 54 24
1.1.129	Self-Haul or Self-Hauler 24
1.1.130	Service Level 24
1.1.131	Sharps 24
1.1.132	Single-Family Premises 25
1.1.133	Solid Waste 25
1.1.134	Source Separated 25
1.1.135	Source Separated Blue Container Organic Waste or SSBCOW 26
1.1.136	Source Separated Green Container Organic Waste or SSGCOW 26
1.1.137	Special Waste 26
1.1.138	State 26
1.1.139	Temporary Service 26
1.1.140	Tier One Commercial Edible Food Generator 27
1.1.141	Tier Two Commercial Edible Food Generator 27
1.1.142	Ton, Tons or Tonnage 27
1.1.143	Transfer 27
1.1.144	Transformation 27

TABLE OF CONTENTS (cont.)

	<u>Page</u>
1.1.145 Transport or Transportation.....	27
1.1.146 Universal Waste	27
ARTICLE 2. GRANT AND ACCEPTANCE OF FRANCHISE	27
2.1 Grant and Acceptance of Franchise	27
2.2 Exclusive Nature of Franchise	28
2.3 Operative Date.....	29
2.4 Term of Agreement.....	29
2.5 Conditions to Effectiveness of Agreement and Operative Date	29
2.6 Delegation of Authority.....	30
2.7 Limitations on Scope of Franchise.....	30
2.8 City’s Right to Direct Changes	32
2.8.1 General.....	32
2.8.2 Proposal For Additional or Modified Services.....	33
2.8.3 City’s Right to Acquire Services	33
2.9 Ownership of Solid Waste.....	33
2.10 Contractor Status.....	34
2.11 Contractor Authorization	34
2.12 Annexations	34
ARTICLE 3. DIRECT SERVICES.....	35
3.1 Solid Waste Collection Services	35
3.1.1 Three-Container System (Black, Blue, and Green Containers).....	35
3.1.3 Contractor Marketing and Sale of Recyclable Materials.....	37
3.2 Additional Services to Customers	37

TABLE OF CONTENTS (cont.)

	<u>Page</u>
3.2.1	On-Call Bulky Items Pick-up..... 37
3.2.2	Move In/Move Out Service 38
3.2.3	Scout Service 39
3.2.4	Holiday Tree Collection Program..... 39
3.2.5	Holiday Cleanup Service 39
3.2.6	Free Landfill Days 39
3.2.7	Information for New Customers..... 40
3.2.8	Sharps Collection 40
3.2.9	Household Batteries Collection 40
3.2.10	Other Services..... 41
3.3	Additional Services to City 41
3.3.1	Collection From City Facility Premises 41
3.3.2	Roll-off Containers for City Use for Events Sponsored or Co-Sponsored by City..... 41
3.3.3	Abandoned Items Collection..... 41
3.3.4	Freeway Litter Control 42
3.3.5	Street Container Service 42
3.3.6	Street Sweeping 42
3.3.7	Compost Bin Distribution Program 43
3.3.8	Community Clean-Up Events 43
3.3.9	Compost and Mulch Procurement and Giveaways..... 44
3.3.10	Use of RNG in Collection Vehicles 44
3.3.11	Edible Food Recovery 45
3.3.12	Assistance with Waivers..... 45
3.4	Diversion..... 46

TABLE OF CONTENTS (cont.)

	<u>Page</u>
3.4.1 State Diversion Requirements.....	46
3.5 .Operations	47
3.5.1 Schedules.....	47
3.5.2 Vehicles.....	47
3.5.3 Containers	50
3.5.4 Litter Abatement	52
3.5.5 Personnel	52
3.5.6 Identification Required.....	53
3.5.7 Fees and Gratuities	53
3.5.8 Non-Discrimination	54
3.5.9 Coordination with Street Sweeping Services.....	54
3.5.10 Change in Collection Schedule	54
3.5.11 Report of Accumulation of Solid Waste	54
3.6 Disaster and Emergency Service.....	54
3.6.1 Preparedness	54
3.6.2 Disaster and Emergency Service	55
3.6.3 Additional Costs	55
3.6.4 City Wide Effort to Manage Disaster Debris	56
3.7 Transportation of Solid Waste.....	56
3.8 Capacity Guarantee	56
3.9 Disposal of Solid Waste and Processing Facilities	56
3.9.1 Approved Disposal Facility	56
3.9.2 Approved Source Separated Recyclable Materials Processing Facilities	57
3.9.3 Approved Organic Waste Processing Facility.....	57

TABLE OF CONTENTS (cont.)

	<u>Page</u>
3.9.4	Approved C&D Processing Facility..... 57
3.9.5	Approved Transfer Facilities..... 58
3.9.6	Facility Requirements..... 58
3.9.7	Annual Route Audit 58
ARTICLE 4. OTHER SERVICES	59
4.1	Services and Customer Billing 59
4.1.1	Service Description 59
4.1.2	Residential Billing Discounts 59
4.1.3	Billings to Accounts 59
4.1.4	Account Delinquency..... 60
4.2	Customer Service 61
4.2.1	Office Hours 61
4.2.2	Website 61
4.2.3	Missed Pick-ups 61
4.2.4	Complaint Documentation 62
4.2.5	Resolution of Customer Complaints 63
4.2.6	Government Liaison 63
4.3	Waste Generation/Characterization Studies, Public Education and Outreach, Contamination Monitoring Procedures, and Route Reviews..... 63
4.3.1	Waste Generation/Characterization Studies..... 63
4.3.2	Public Education and Outreach 63
4.3.3	Contamination Monitoring Procedures 65
4.3.4	Route Reviews 68
ARTICLE 5. CONTRACTOR COMPENSATION, RATES, AND FEES	69
5.1	General..... 69

TABLE OF CONTENTS (cont.)

	<u>Page</u>
5.2 Compensation to Contractor	69
5.3 Future Adjustments.....	70
5.3.1 Annual Rate Adjustment.....	70
5.3.2 NOT USED	71
5.3.3 Extraordinary Rate Adjustment.....	71
5.3.4 Notice of Rate Increase	72
5.3.5 Rate Invalidation Procedures	72
5.4 Most Favored City.....	73
5.5 Franchise Fee.....	73
5.5.1 NOT USED	74
5.5.2 Disputes Regarding Franchise Fee Remittances	74
5.6 City Fees.....	74
5.6.1 Agreement Administrative Costs	74
5.6.2 AB 939 Fees.....	74
5.6.3 Annual Impact Fee	75
5.6.4 Household Hazardous Waste Contribution.....	75
5.6.5 Annual Rate Review Reimbursement.....	75
5.6.6 Late Payment	75
5.7 Grants	75
ARTICLE 6. RECORDS, REPORTS AND INFORMATION REQUIREMENTS.....	76
6.1 General.....	76
6.2 Records	76
6.2.1 General.....	76
6.2.2 Solid Waste Service Records.....	77

TABLE OF CONTENTS (cont.)

	<u>Page</u>
6.2.3	Material Records 77
6.2.4	Other Program Records 77
6.3	Reports 78
6.3.1	General..... 78
6.3.2	Monthly Reports 79
6.3.3	Quarterly Reports 79
6.3.4	Annual Report 80
6.3.5	SB 1383 Reporting 80
6.4	Adverse Information..... 83
6.5	Right to Inspect Records..... 83
6.6	Periodic Review 83
6.7	Performance Review..... 84
ARTICLE 7. INDEMNIFICATION, INSURANCE AND BONDS 85	
7.1	Indemnification..... 85
7.2	Hazardous Substances Indemnification..... 87
7.3	Reduction of CERCLA and Other Liabilities..... 88
7.4	Indemnification for Failure to Meet Diversion Requirements..... 88
7.5	Insurance 88
7.6	Faithful Performance Bond 93
7.7	Property Damage..... 94
7.8	Pavement Damage 94
7.9	Corporate Guaranty 94
ARTICLE 8. DEFAULT, REMEDIES AND LIQUIDATED DAMAGES 94	
8.1	Administrative Remedies 94
8.1.1	Notice of Deficiencies 94

TABLE OF CONTENTS (cont.)

	<u>Page</u>
8.1.2 City Council Hearing.....	96
8.1.3 City Council Determination.....	96
8.1.4 Reservation of Rights by City.....	97
8.1.5 Cumulative Rights.....	99
8.2 Liquidated Damages.....	99
8.3 Excuse from Performance.....	103
8.3.1 Force Majeure.....	103
8.3.2 Labor Unrest.....	103
8.3.3 Procedures in Event of Excused Performance.....	104
8.4 Assurance of Performance.....	104
ARTICLE 9. OTHER AGREEMENTS OF THE PARTIES.....	104
9.1 Relationship of Parties.....	104
9.2 Compliance with Law.....	105
9.3 Governing Law.....	105
9.4 Jurisdiction.....	105
9.5 Assignment.....	105
9.6 Contracting or Subcontracting.....	107
9.7 Binding on Assigns.....	107
9.8 Transition to the Next Contractor.....	107
9.9 Parties in Interest.....	108
9.10 Non-Waiver Provision.....	108
9.11 Notice.....	108
9.12 Representatives of the Parties.....	109
9.13 City Free to Negotiate with Third Parties.....	109
9.14 Compliance with Municipal Code.....	110

TABLE OF CONTENTS (cont.)

	<u>Page</u>
9.15 Privacy	110
9.16 Proprietary Information	110
9.17 Attorneys' Fees.....	111
9.18 Further Assurances	111
ARTICLE 10. MISCELLANEOUS PROVISIONS	111
10.1 Entire Agreement.....	111
10.2 Article and Section Headings.....	111
10.3 References to Laws and Regulations	112
10.4 Interpretation.....	112
10.5 Amendments.....	112
10.6 Severability	112
10.7 Exhibits	112
10.8 Authority and Effective Date	112
 EXHIBITS:	
EXHIBIT 1 - RATE SCHEDULE	
EXHIBIT 2 - CITY FACILITIES & EVENTS	
EXHIBIT 3 - STREET SWEEPING SPECIFICATIONS	
EXHIBIT 4 - PERFORMANCE BOND	
EXHIBIT 5 - FORM OF CORPORATE GUARANTY	
EXHIBIT 6 - DEPICTION OF 125 ACRE AND 131 ACRE SITES	
EXHIBIT 7 - ACCETPABLE MATERIALS FOR BLUE CONTAINERS	
EXHIBIT 8 - ACCETPABLE MATERIALS FOR GREEN CONTAINERS	

AMENDED AND RESTATED FRANCHISE AGREEMENT

THIS AMENDED AND RESTATED FRANCHISE AGREEMENT FOR PROVIDING RESIDENTIAL AND COMMERCIAL SOLID WASTE SERVICES (“Agreement”) is effective as of the 4th day of December, 2024 (“Effective Date”), and is entered into by and between the City of Moorpark, a California municipal corporation (“City”) and G.I. Industries, a Utah corporation (“Contractor”) (individually, a “Party” or collectively, the “Parties”).

RECITALS:

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (the “Act,” Public Resources Code Sections 40000 et seq.) has declared that it is in the public interest to require local agencies to make adequate provision for solid waste handling within their jurisdictions to meet the goals and objectives of the Act.

B. In accordance with the Act, City is required to implement its Source Reduction and Recycling Element (“SRRE”) in order to maintain the diversion of 50% of solid waste collected in City from landfill disposal.

C. In accordance with California Public Resources Code Sections 40059(a)(2) and 49300 et seq. and Section 8.36.030 of the Moorpark Municipal Code, the City Council of the City (“City Council”) has determined that the public health, safety, and welfare require that an exclusive franchise be awarded to a qualified solid waste enterprise for the collection, transportation, recycling, processing, and disposal of solid waste, and for other related services, to meet the goals and objectives of the Act.

D. On September 18, 2002, the City Council granted two exclusive Franchise Agreements with GI Industries and USA Waste of California, Inc. (the “Contractor Agreements”) and two exclusive Franchise Agreements with Charles Anderson and SEA/SUE Inc., a general partnership, doing business as Moorpark Rubbish Disposal (the “MRD Agreements”), for the collection, transportation, recycling, processing, and disposal of residential solid waste and commercial solid waste in designated areas within the City limits.

E. On December 6, 2017, City consented to the transfer of the MRD Agreements to GI Industries, subject to certain conditions.

F. On December 29, 2017, the term of the Contractor Agreements was extended to March 31, 2018, and the term of the MRD Agreements was extended to December 31, 2027.

G. On March 29, 2018, the term of the Contractor Agreements was extended to June 30, 2018.

H. In 2018, the City Council granted an Exclusive Franchise Agreement to USA Waste of California, Inc., effective as of June 20, 2018, for the collection, transportation,

recycling, processing, and disposal of solid waste, and for other related services, which agreement replaced and superseded the Contractor Agreements and the MRD Agreements in their entirety, in accordance with the terms and conditions set forth therein, and which Exclusive Franchise Agreement was amended by Amendment No. 1, entered into as of November 5, 2019 (as amended, the "Prior Agreement").

I. On December 4, 2024, City consented to the assignment of the Prior Agreement from USA Waste of California, Inc. to Contractor.

J. The Legislature of the State of California has found and declared that the amount of solid waste generated in California, coupled with diminishing disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. Accordingly, the State has enacted Assembly Bill ("AB") 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Venue and Events Recycling Act of 2004 (AB 2176), and Senate Bill ("SB") 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016], the Mandatory Commercial Organics Recycling Act of 2014, (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed.

K. The City Council recognizes that the awarding of this Agreement will facilitate the efficient and environmentally responsible management of Discarded Materials within the City of Moorpark, ensuring compliance with State and local regulations and contributing to the overall sustainability goals of the community.

L. The Short-Lived Climate Pollutants Bill of 2016, (SB 1383) establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities and other entities to support achievement of State-wide organic waste disposal reduction targets.

M. The Short-Lived Climate Pollutants: Organic Waste Reductions regulations adopted in 2020 require jurisdictions to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and City has chosen to delegate certain responsibilities to Contractor, acting as the City's designee, through this Agreement.

N. City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of solid waste, including, without limitation, the Act, AB 341, AB 827, AB 1826, SB 1383, SB 54, and the Resource Conservation and Recovery Act (42 U.S.C. 960, et seq.).

O. Contractor represents and warrants to City that it has the experience, responsibility, and qualifications to conduct the services detailed herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.
DEFINITIONS

1.1 Definitions.

Whenever any term used in this Agreement has been defined by the provisions of Title 8, Chapter 8.36 of the Municipal Code, or by Division 30, Part 1, Chapter 2 of the Public Resources Code, or the California Code of Regulations, the definitions in the Municipal Code, the Public Resources Code, or the California Code of Regulations will apply unless the term is otherwise defined in this Agreement. The following capitalized words and terms have the following meanings:

1.1.1 AB 341

“AB 341” means the Assembly Bill approved by the Governor of the State on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste.

1.1.2 AB 827

“AB 827” means the Assembly Bill approved by the Governor of the State on October 9, 2019.

1.1.3 AB 876

“AB 876” means the Assembly Bill approved by the Governor of the State on October 8, 2015, which added Section 418214 to the Public Resources Code, relating to Solid Waste.

1.1.4 AB 901

“AB 901” means the Assembly Bill approved by the Governor of the State on October 10, 2015, which amended Section 41821.5 of, amended, renumbered and added Section 41821.6 of, and added Sections 41821.7 and 41821.8 to, the Public Resources Code, relating to Solid Waste.

1.1.5 AB 939

“AB 939 means the Assembly Bill approved by the Governor of the State on September 29, 1989, which adopted the California Integrated Waste Management

Act of 1989 (Public Resources Code Sections 40000 et seq.;“AB 939” is sometimes referred to as the “Act”).

1.1.6 AB 1594

“AB 1594” means the Assembly Bill approved by the Governor of the State on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste.

1.1.7 AB 1826

“AB 1826” means the Assembly Bill approved by the Governor of the State on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste.

1.1.8 Account

“Account” means Premises located within the City receiving Collection Services pursuant to this Agreement, or the Person arranging for services pursuant to this Agreement, as the case may be. The word “Account” is used interchangeably with the word “Customer” in this Agreement.

1.1.9 Act

“Act” means the California Integrated Waste Management Act of 1989,” Resources Code Sections 40000 et seq.

1.1.10 Activation Fee

“Activation Fee” means a fee charged by Contractor to compensate it for expenses incurred where initiating Collection Services or re-establishing Collection Services following a suspension of service due to non-payment.

1.1.11 Affiliate

“Affiliate” means all businesses (including corporations, limited and general partnerships and sole proprietorships) that are directly or indirectly related to Contractor by virtue of direct or indirect ownership interest or common management; all such businesses shall be deemed to be “Affiliated with” Contractor and included within the term “Affiliates” as used herein. An Affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business that has a direct or indirect ownership interest in 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 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.

1.1.12 Agreement

“Agreement” means this Amended and Restated Exclusive Franchise Agreement for Providing Residential and Commercial Solid Waste Services between the City and Contractor including all exhibits and attachments and any amendments thereto.

1.1.13 Alternative Daily Cover or ADC

“Alternative Daily Cover” or “ADC” has the same meaning as in 27 CCR Section 20690.

1.1.14 Alternative Facility

“Alternative Facility” means any Facility approved by the City for use pursuant to Section 3.9.6.

1.1.15 Applicable Law

“Applicable Law” means all laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any federal, state, county, city, and local governmental agency having jurisdiction over the Collection, Transportation, Processing, Recycling and Disposal of Solid Waste, including Source Separated Recyclable Materials, Organic Waste, Bulky Items and Construction and Demolition Debris, that are in force on the Effective Date and as they may be enacted, issued, recodified or amended during the Term of this Agreement. Applicable Law expressly includes, without limitation, Environmental Laws, AB 939, AB 341, AB 827, AB 1826, SB 1383, and SB 54.

1.1.16 Approved C&D Processing Facility(ies)

“Approved C&D Processing Facility(ies)” means any one or a combination of the Simi Valley Landfill & Recycling Center at 2801 Madera Rd., Simi Valley, CA 93065 and South Valley Compost Site located at 24487 Rd., 140 Tulare, CA 93274, each of which is owned and operated by Contractor or its Affiliate, and each of which is a C&D Processing Facility and was Contractor selected and City approved.

1.1.17 Approved Disposal Facility

“Approved Disposal Facility” means the Simi Valley Landfill & Recycling Center at 2801 Madera Rd., Simi Valley, CA 93065, which is owned and operated by Contractor or its Affiliate, and which is a Disposal Facility and was Contractor selected and City approved.

1.1.18 Approved Facility(ies)

“Approved Facility(ies)” means any one of or any combination of the Approved C&D Processing Facility; Approved Disposal Facility; Approved Organic Waste Processing Facility; Approved Source Separated Recyclable Materials Processing Facility(ies); and Approved Transfer Facility, each of which are defined in this Article.

1.1.19 Approved Organic Waste Processing Facility

“Approved Organic Waste Processing Facility” means the Simi Valley Landfill & Recycling Center at 2801 Madera Rd., Simi Valley, 93065 , which is owned and operated by Contractor or its Affiliate, and which is an Organic Waste Processing Facility and was Contractor selected and City approved.

1.1.20 Approved Source Separated Recyclable Materials Processing Facility(ies)

“Approved Source Separated Recyclable Materials Processing Facility(ies)” means any one or a combination of the Azusa Transfer Station & MRF at 1501 W. Gladstone St., Azusa, CA 91702, the Simi Valley Landfill & Recycling Center at 2801 Madera Rd., Simi Valley, CA 93065, the Gold Coast Recycling Facility at 5275 Colt St., Ventura, CA 93003 and the Sun Valley Recycling Park (Bradley East Processing/Transfer Station) at 9227 Tujunga Ave., Sun Valley, CA 91352, each of which is owned and operated by Contractor or its Affiliate (with the exception of the Gold Coast Recycling Facility, which is owned and/or operated by a third party), and each of which is a Source Separated Recyclable Materials Processing Facility and was Contractor selected and City approved.

1.1.21 Approved Transfer Facility(ies)

“Approved Transfer Facility(ies)” means any one or a combination of the Azusa Transfer Station & MRF at 1501 W. Gladstone St., Azusa, CA 91702, the Simi Valley Landfill & Recycling Center at 2801 Madera Rd., Simi Valley, 93065, and the Sun Valley Recycling Park (Bradley East Processing/Transfer Station) at 9227 Tujunga Ave., Sun Valley, CA 91352, each of which is owned and operated by Contractor or its Affiliate, and each of which is a Transfer Facility and was Contractor selected and City approved.

1.1.22 Back-Haul

“Back-Haul” means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

1.1.23 Bin

“Bin” means a metal or rigid plastic Container with a capacity of one (1) to six (6) cubic yards, having a hinged lid and wheels, including Bins with compactors attached to increase the capacity of the Bin. Bins are also known as dumpsters and are serviced by a front-end loader truck.

1.1.24 Bin Service

“Bin Service” means Collection Services provided to Accounts using Bins provided by Contractor. Bin Service may be provided on a permanent or temporary basis.

1.1.25 Black Container

“Black Container” has the same meaning as in 14 CCR Section 18982(a)(28)(A) with respect to Carts and 14 CCR Section 18982(a)(28)(B) with respect to Bins, and shall be used for the purpose of storage and Collection of Black Container Waste and, for this Agreement, Carts shall have a body that is grey in color and a lid that is black in color and Bins shall have a body and lid that are black in color.

1.1.26 Black Container Waste

“Black Container Waste” means Solid Waste that is collected in a Black Container that is part of a three-Container Solid Waste Collection Services that prohibits the placement of Organic Waste in the Black Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5). For the purposes of this Agreement, Black Container Waste includes carpets and textiles, but does not include Excluded Waste.

1.1.27 Blue Container

“Blue Container” has the same meaning as in 14 CCR Section 18982(a)(5)(A) with respect to Carts and 14 CCR Section 18982(a)(5)(B) with respect to Bins, and shall be used for the purpose of storage and Collection of Recyclable Materials, and, for this Agreement, Carts shall have a body that is grey in color and a lid that is blue in color and Bins shall have a body that is blue in color and a lid that is black in color.

1.1.28 Bulky Items

“Bulky Items” means discarded furniture (including chairs, sofas, mattresses, carpet, and other similar items); appliances (including refrigerators, ranges,

washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as “white goods”); E-Waste; wood waste, tree trunks, and large branches if no more than two feet in diameter or four feet in length, clothing; and tires. Any Bulky Items containing chloroflourocarbon (CFC) refrigerants shall be handled in accordance with Applicable Law. Bulky Items do not include car bodies or C&D Debris, or any other items that cannot be safely handled by two (2) persons.

1.1.29 Business Days

“Business Days” means days Moorpark City Hall is open for business.

1.1.30 C&D

“C&D” means construction and demolition.

1.1.31 C&D Collection Site

“C&D Collection Site” means properties where C&D work is performed as evidenced by the City’s issuance of a land clearing, building, or demolition permit, or properties where C&D work is performed in connection with a non-permitted municipal project, or as otherwise provided in Section 15.10.040 of the Municipal Code.

1.1.32 California Code of Regulations or CCR

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

1.1.33 CalRecycle

“CalRecycle” means the State’s Department of Resources Recycling and Recovery, which is the state regulatory agency designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions and other regulated entities, or its successor agency.

1.1.34 Cart

“Cart” means a plastic Container with a hinged lid and wheels with an approximate volume between thirty-two (32) and ninety-six (96) gallons serviced by automated or semi-automated Collection vehicles.

1.1.35 Cart Service

“Cart Service” means Collection Services provided to Residential and/or Commercial Accounts using Carts provided by Contractor.

1.1.36 City

“City” means the City of Moorpark, a municipal corporation, and all the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified during the Term of this Agreement.

1.1.37 City Facility Premises

“City Facility Premises” means all real property and improvements owned or operated by City including, but not limited to, City facilities, parks and open spaces, and public receptacles. Current City Facility Premises are designated on Exhibit 2.

1.1.38 City Manager

“City Manager” means the City Manager of the City or the City Manager’s designee.

1.1.39 Collect

“Collect,” or any variation thereof, means to take physical possession of Discarded Materials, including Recyclable Materials, Organic Waste, Bulky Items, C&D Debris, and other Discarded Materials at or near the place of generation or accumulation at Residential Premises, Commercial Premises and City Facility Premises in the City pursuant to this Agreement.

1.1.40 Collection Services

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

1.1.41 Commercial Business

“Commercial Business” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for profit or non-profit, strip mall, industrial facility, or as otherwise defined in 14 CCR Section 18982(a)(6); with the exception that Multi-Family Premises, other than Multi-Family Premises receiving Bin Services, are excluded from the definition of Commercial Business for the purposes of this Agreement.

1.1.42 Commercial Account or Commercial Customer

“Commercial Account” or “Commercial Customer” means an Account for Collection Services provided to any Commercial Premises.

1.1.43 Commercial Edible Food Generators

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise

defined in 14 CCR Section 18982(a)(7). For the purposes of this Agreement, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

1.1.44 Commercial Premises

“Commercial Premises” means property upon which a Commercial Business activity is conducted, including but not limited to, retail sales, services, manufacturing, assembling, storage, and wholesale operations, but excluding businesses conducted upon Residential Premises that are permitted under applicable zoning regulations and that do not constitute the primary use of the property. Commercial Premises also include hotels and convalescent centers. For purposes of this Agreement, Multi-Family Premises receiving Bin Service shall be treated as “Commercial Premises”.

1.1.45 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 one hundred (100) cubic yards and seven hundred fifty (750) square feet as specified in 14 CCR Section 17855(a)(4), or as otherwise defined in 14 CCR Section 18982(a)(8).

1.1.46 Complaint

“Complaint” means a distinct grievance, criticism, or objection in the form of written letter, email, or telephone call either to City or Contractor regarding Contractor’s performance of its duties under the terms of this Agreement, including but not limited to missed pick-ups, property damage caused by Contractor, tardy service, unresponsiveness to requests, billing problems, and similar issues. Complaints exclude normal or standard service requests (e.g., exchanging a Cart or Bin), and criticisms directed at Rates or Title 8, Chapter 8.36 of the Municipal Code.

1.1.47 Compost

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which states, as of the Effective Date, that “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.

1.1.48 Composting

“Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material alone or in combination.

1.1.49 Compostable Plastics or Compostable Plastic

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability and are accepted by the Approved Organic Waste Processing Facility for Processing, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A).

1.1.50 Construction and Demolition Debris or C&D Debris

“Construction and Demolition Debris” or “C&D Debris” means the nonhazardous waste building material, Inerts, soil, packaging, Green Waste, rubble, and other used or Discarded Materials resulting from construction or demolition.

1.1.51 Consumer Price Index (CPI)

“Consumer Price Index” means the Consumer Price Index for All Urban Consumers Series ID: CUURS49ASA0, Not Seasonally Adjusted, All Items, Los Angeles-Long Beach-Anaheim, CA as maintained and published by the United States Bureau of Labor Statistics, or its successor index, and is used to calculate the maximum Service Rates as it pertains to this Agreement.

1.1.52 Container

“Container(s)” means a receptacle for temporary storage of Discarded Materials. Containers may include Bins, Carts, Roll-off Boxes, and compactors, or other storage instruments to the extent such Containers are permitted by the City for use for Collection Services provided under the Agreement. All references to volume for any type of Container in this Agreement is an approximation thereof.

1.1.53 Contaminated Container

“Contaminated Container” is a Collection Container (Black Container, Blue Container or Green Container) that contains Prohibited Container Contaminants amounting to approximately ten percent (10%) or more of the total contents per Container.

1.1.54 Contamination Fee

“Contamination Fee” means the amount charged by Contractor to Accounts to recover costs due to Collecting, Transporting, handling, separating, and/or Processing Contaminated Containers including, without limitation, arranging special, unscheduled Collections.

1.1.55 Contractor

“Contractor” means G.I. Industries, a Utah corporation. Contractor is a wholly-owned subsidiary of Western Waste Industries, Inc., a California corporation.

1.1.56 Contractor's Intellectual Property

"Contractor's Intellectual Property" means data, information, or records of Contractor that are or may be proprietary or confidential in nature or include intellectual property of Contractor, including, without limitation, any confidential information, copyrighted material, proprietary information, trade secrets or trademark/service mark, as well as any and all such documents or reports containing such information.

1.1.57 Customer

"Customer" means the Person who owns or controls a Premises located within the City receiving Collection Services pursuant to this Agreement, or the Person arranging for Collection Services pursuant to this Agreement, as the case may be. The word "Customer" is used interchangeably with the word "Account" in this Agreement.

1.1.58 Discarded Materials

"Discarded Materials" means Recyclable Materials, including SSBCOW and Source Separated Non-Organic Recyclables; SSGCOW, including Food Waste; Black Container Waste; and C&D Debris once the materials have been placed in Containers for Collection. Discarded Materials does not include Excluded Waste. Discarded Materials are a form of Solid Waste, and shall be regulated as such. For purposes of this Agreement, material is deemed to have been discarded, without regard to whether it is destined for Recycling or Disposal, and whether or not it has been Source Separated from other Solid Wastes, in all cases where a fee or other compensation, in any form or amount, is directly or indirectly solicited from, or levied, charged, or otherwise imposed on, or paid by, the Generator or Customer/Account in exchange for handling services. As used herein, handling services include, without limitation, the Collection, removal, Transportation, delivery, and Processing and/or Disposal of the material. Discarded Materials do not include Edible Food that is recovered for human consumption and is not discarded.

1.1.59 Disposed or Disposal

"Disposed" or "Disposal," or any variation thereof, mean the management of Solid Waste through Landfill deposit or Transformation at Solid Waste facilities permitted under Applicable Law.

1.1.60 Diversion or Divert

"Diversion" or "Divert," or any variation thereof, means activities that reduce or eliminate Recyclable Materials and Organics from Disposal, including source reduction, donation, Reuse, salvage, Recycling, in-vessel Composting where methane is produced and pumped back into the energy grid, and Composting.

1.1.61 Dwelling Unit

“Dwelling Unit” means one or more rooms designed for occupancy by one household for living and sleeping purposes and containing kitchen facilities or an area designed for preparation of food for use solely by one household, including any Single-Family Premises or any individual living unit in a Multi-Family Premises.

1.1.62 Edible Food

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18).

1.1.63 Effective Date

“Effective Date” means the date set forth in the first paragraph of this Agreement.

1.1.64 Environmental Laws

“Environmental Laws” means all federal and state statutes, and county and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, 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, Health and Safety Code Section 25100 et seq.; the California Toxic Substances Control Act, Health and Safety Code Section 25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq., and all rules and regulations promulgated thereunder.

1.1.65 E-Waste

“E-Waste” means “electronic devices” as defined in 22 CCR Section 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.

1.1.66 Excluded Waste

“Excluded Waste” means Universal Waste, Hazardous Substances, Hazardous Waste, infectious waste, designated waste, volatile waste, corrosive waste, Medical Waste, Radioactive Waste, and toxic substances or material that Facility operator(s), which receive materials from the City and its Generators, reasonably believe(s) would, as a result of, or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, state, or federal law, regulation, or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in

Class III Landfills or accepted at the Facility by permit conditions, waste that in City's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or 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 Public Resources Code.

1.1.67 Facility

"Facility" means any plant, site, or operation used for the purpose of handling Discarded Materials, including, but not limited to, Disposal, Transfer, Recycling, Composting, and Processing operations.

1.1.68 Food Recovery

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

1.1.69 Food Recovery Organization

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

- (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.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Agreement.

1.1.70 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, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Agreement.

1.1.71 Food Waste

“Food Waste” means compostable organic materials, excluding Green Waste, generated during or resulting from the storage, production, preparation, cooking, handling, and/or consumption of food, including but not limited to solid, semisolid, and liquid food, such as, fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice, pasta, and oils; coffee grounds and filters and tea bags; cut flowers; and herbs. Food Waste includes Food-Soiled Paper and Compostable Plastics.

1.1.72 Food-Soiled Paper

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

1.1.73 Franchise Fee

“Franchise Fee” shall have the meaning ascribed in Section 5.5.

1.1.74 Free Landfill Days

“Free Landfill Days” shall have the meaning ascribed in subsection 3.2.6.

1.1.75 Generator

“Generator” means any Person who first causes Discarded Materials to become subject to regulation under the Municipal Code or Applicable Law.

1.1.76 Green Container

“Green Container” has the same meaning as in 14 CCR Section 18982(a)(29)(A) with respect to Carts and 14 CCR Section 18982(a)(29)(B) with respect to Bins, and shall be used for the purpose of storage and Collection of SSGCOW and, for this Agreement, Carts shall have a body that is grey in color and lid that is green in color and Bins shall have a body that is green in color and a lid that is black in color.

1.1.77 Green Waste

“Green Waste” means organic materials generated from Residential and Commercial Premises associated with landscaping and no longer useful or wanted. Items include, but are not limited to, leaves, grass, weeds, and wood materials from trees and shrubs, and similar materials that fit within a Cart and are generated at any Premises. Tree stumps and tree roots are not considered Green Waste. Green Waste is a subset of Organic Waste. “Green Waste” also includes holiday trees that are not flocked, ornamented, or tinsel in any way. “Green Waste” does not include stumps or branches exceeding six (6) inches in diameter or four (4) feet in length, untreated scrap lumber which does not fit into a Green

Container, treated or painted lumber; and other materials that are not suitable for Composting. Treated wood shall be treated as Black Container Waste or Bulky Items, as applicable, for purposes of this Agreement.

1.1.78 Gross Receipts

“Gross Receipts” means all monetary amounts actually collected or received by Contractor and its subsidiaries, parent companies, or other Affiliates for the provision of Solid Waste Collection Services pursuant to this Agreement. Gross Receipts, for purposes of this Agreement, do not include material sales revenues derived from the Collection of Source Separated Recyclable Materials or Organic Waste, other receipts from state and local government accounts including CalRecycle beverage container recycling payments, or Roll-off Disposal or Processing charges.

1.1.79 Hauler Route

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

1.1.80 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 wastes,” “toxic waste,” “pollutant,” “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 Federal Resource Conservation and Recovery Act, 42 USC § 6901 et seq.; (iv) the Clean Water Act, 33 USC § 1251 et seq.; (v) Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC § 7901 et seq.; or (vii) California Water Code Section 13050; (viii) any amendments, rules or regulations promulgated under those specified statutes or acts that are currently existing or may later be enacted; and (ix) any other 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 later enacted, including, without limitation, friable asbestos, polychlorinated biphenyls (“PCBs”), petroleum, natural gas, synthetic fuel products, and by-products.

1.1.81 Hazardous Waste

“Hazardous Waste” means all substances that are defined as hazardous waste, acutely hazardous waste, extremely hazardous waste or medical waste by the State in Health and Safety Code Sections 25110.02, 25115, 25117, and 117690 and Public Resources Code Section 40141, or in any future amendments to or recodifications of these statutes, or identified and listed as hazardous waste by the

U.S. Environmental Protection Agency (“EPA”), pursuant to the Federal Resource Conservation and Recovery Act (42 USC § 6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

1.1.82 Health and Safety Code

“Health and Safety Code” means the California Health and Safety Code.

1.1.83 Holiday

“Holiday” shall mean:

New Year’s Day;
Memorial Day;
Independence Day;
Labor Day;
Thanksgiving Day; and
and Christmas Day.

“Holiday” shall also mean any other day designated as such by City and Contractor.

1.1.84 Household Batteries

“Household Batteries” means Alkaline batteries (i.e., AAA, AA, C, D, button, 6-volt, 9 volt batteries) and rechargeable batteries (Nickel Cadmium (Ni-Cd), Nickel Metal Hydride (Ni-MH), Lithium Ion (Li-Ion), Nickel Zinc (Ni-Zn) and Small Sealed Lead (SSLA/Pb) typically found in cordless phones, power tools and laptops. Automotive lead acid batteries are not included as “Household Batteries”.

1.1.85 Household Hazardous Waste

“Household Hazardous Waste” means any Hazardous Waste generated incidental to owning or maintaining a place of residence, excluding any Hazardous Waste generated in the course of operating a business concern at a Residential Premises pursuant to Health and Safety Code Section 25218 et seq.

1.1.86 Inerts

“Inerts” means materials such as concrete, soil, asphalt, and ceramics.

1.1.87 Landfill

“Landfill” means a “Solid Waste Landfill” as defined by Public Resources Code Section 40195.1.

1.1.88 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 two thousand (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, or as otherwise defined in 14 CCR Section 18982(a)(38).

1.1.89 Large Venue

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than two thousand (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 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. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

1.1.90 Late Fee

“Late Fee” means an amount charged by Contractor to reimburse it for administrative costs arising from payment delinquency, including the cost of notices and adjustments to its accounting records, and may include a fixed fee, interest on past due amounts, or Non-Sufficient Fund (“NSF”) fees.

1.1.91 Liquidated Damages

“Liquidated Damages” means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Article 8 herein.

1.1.92 Material Recovery Facility or MRF

“Material Recovery Facility” or “MRF” means a Facility licensed or permitted in accordance with the Act which separates Recyclable Materials and Processes them for sale to end users.

1.1.93 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 be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by local, state, or federal law or regulation.

1.1.94 Mulch

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

1. 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.
2. Was produced at one or more of the following types of facilities: a. 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); b. 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, c. A solid waste landfill as defined in PRC Section 40195.1.

1.1.95 Multi-Family Premises

“Multi-Family Premises” means Premises having five (5) or more Dwelling Units. Multi-Family Premises do not include hotels, motels or other transient occupancy facilities which are considered Commercial Businesses.

1.1.96 Municipal Code

“Municipal Code” means the Municipal Code of the City of Moorpark.

1.1.97 Non-Compostable Paper

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

1.1.98 Non-Organic Recyclables

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

1.1.99 Operative Date

“Operative Date” has the meaning ascribed in Section 2.3.

1.1.100 Organic Waste or Organics

“Organic Waste” or “Organics” means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, Food Waste, Green Waste, organic textiles and carpets, untreated lumber, untreated wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively, and for purposes of this Agreement shall be treated as Black Container Waste. Organic Waste does not include Excluded Waste. For purposes of this Agreement, Paper Products and Printing and Writing Paper that are not Food-Soiled Paper shall be treated as Recyclable Materials.

1.1.101 Overage Fee

“Overage Fee” means an amount charged by Contractor to Accounts receiving Collection Services to compensate it for its expenses in documenting and cleaning up litter and debris arising from overfilling of Containers.

1.1.102 Owner

“Owner” means the Person holding legal title to the real property constituting the Premises to which Solid Waste Collection Services is to be provided under this Agreement.

1.1.103 Paper Products

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

1.1.104 Person

“Person” has the meaning in California Public Resources Code Section 40170.

1.1.105 Premises

“Premises” means any land, building, and/or structure within the City where Solid Waste is generated or accumulated.

1.1.106 Printing and Writing Papers

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove

envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

1.1.107 Private Street

“Private Street” means property owned and maintained by a homeowners or property owners association, individual, or multiple property owners which is used for vehicular travel by those having express or implied permission or with authority to do so.

1.1.108 Process

“Process,” or any variation thereof, 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, or as otherwise defined in 14 CCR Section 17402(a)(20).

1.1.109 Prohibited Container Contaminants

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

1.1.110 Public Resources Code or PRC

“Public Resources Code” or “PRC” means the California Public Resources Code.

1.1.111 Putrescible Wastes

“Putrescible Wastes” means wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as, but not limited to Food Waste, offal, and dead animals, or as otherwise defined in 14 CCR Section 17402(a)(21).

1.1.112 Radioactive Waste

“Radioactive Waste” means radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).

1.1.113 Rate or Rates

“Rate” or “Rates” means the maximum amount, expressed as a dollar unit, established by the City as a rate ceiling on the amount that Contractor may bill an Account for providing specified services under this Agreement. A Rate has been established by the City for each individual Service Level and the Rates for the initial Rate Period are presented in Exhibit 1. The Rates are the maximum amounts that Contractor may charge an Account for a particular Service Level. The Rates may be adjusted pursuant to Section 5.3.

1.1.114 Rate Period

“Rate Period” means a twelve (12) month period, commencing January 1 and concluding December 31. The initial Rate Period commences on January 1, 2025 and concludes on December 31, 2025.

1.1.115 Recycle or Recycling

“Recycle” or “Recycling,” or any variation thereof, means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation (as defined in Public Resources Code Section 40201).

1.1.116 Recyclable Materials

“Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste. Recyclable Materials does not include Excluded Waste. As of the Effective Date, the Recyclable Materials that are acceptable for Processing by the Approved Processing Facility are listed in Exhibit 7.

1.1.117 Remnant Organic Material

“Remnant Organic Material” means the Organic Waste that is Collected in a Black Container that is part of the Black Container Collection stream, or as otherwise defined in 14 CCR 17402(a)(23.5).

1.1.118 Renewable Natural Gas or 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 to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

1.1.119 Residential Account or Residential Customer

“Residential Account” or “Residential Customer” means an Account for Collection Services provided to any Residential Premises.

1.1.120 Residential Premises

“Residential Premises” means property which is used for residential purposes within the City, including Single-Family Premises and Multi-Family Premises receiving Cart Service. For purposes of this Agreement, Multi-Family Premises receiving Bin Service shall be treated as “Commercial Premises”.

1.1.121 Residual or Residue

“Residual” or “Residue” means the Solid Waste destined for Disposal, further transfer/processing (as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section 17402(a)(31)) which remains after Processing has taken place and is calculated in percent as the weight of Residual divided by the total incoming weight of materials.

1.1.122 Reusable Items

“Reusable Items” means items that are capable of being Reused after minimal Processing. Reusable Items may be Collected Source Separated or recovered through a Processing Facility. Reusable Items may include, but are not limited to, clothing, furniture, and/or sporting equipment.

1.1.123 Reuse

“Reuse,” or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).

1.1.124 Roll-off Box

“Roll-off Box” means an open-top metal Container or closed compactor box with a capacity of ten (10) to forty (40) cubic yards provided by Contractor, which is serviced by a Roll-off truck and Transported to an Approved Facility.

1.1.125 Roll-off Box Service

“Roll-off Box Service” means Collection Services that are provided using a Roll-off Box. Roll-off Box Service may be provided on a permanent or temporary basis.

1.1.126 SB 1383

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor of the State 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.

1.1.127 SB 1383 Regulations

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

1.1.128 SB 54

“SB 54” means Senate Bill 54 of 2023 approved by the Governor of the State on October 8, 2023, which added DIVISION 30. WASTE MANAGEMENT [40000 - 49654] (Division 30 added by Stats. 1989, Ch. 1096, Sec. 2.) PART 3. STATE PROGRAMS [42000 - 42999.7] CHAPTER 3. Plastic Pollution Prevention and Packaging Producer Responsibility Act [42040 - 42084].

1.1.129 Self-Haul or Self-Hauler

“Self-Haul” or “Self-Hauler,” or any variation thereof, means a Person who hauls Solid Waste, including Green Waste, Recyclable Materials, or Organic Waste that he or she has generated to an appropriate Processing Facility, or a Person who Back-Hauls Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(66).

1.1.130 Service Level

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

1.1.131 Sharps

“Sharps” means medical devices that have acute rigid corners, edges or protuberances capable of cutting or piercing, including but not limited to, hypodermic needles, hypodermic needles with syringes, needles with attached

tubing, or acupuncture needles, or as otherwise defined in Public Resources Code Section 40191.

1.1.132 Single-Family Premises

“Single-Family Premises” means Premises having fewer than five (5) Dwelling Units. Single Family Premises generally receive individual Cart Collection Services but may use Bins.

1.1.133 Solid Waste

“Solid Waste” has the meaning in Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semi-solid waste, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).
- (3) Medical waste regulated pursuant to the California Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code). Untreated medical waste shall not be Disposed of in a Landfill. Medical waste that has been treated and deemed to be solid waste shall be regulated pursuant to Division 30 of the Public Resources Code.

For purposes of this Agreement “Solid Waste” does not include Excluded Waste.

1.1.134 Source Separated

“Source Separated” means materials, including comingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Agreement, Source Separated shall include separation of materials by the

Generator, Owner, Owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection and Processing.

1.1.135 Source Separated Blue Container Organic Waste or SSBCOW

Source Separated Blue Container Organic Waste" or "SSBCOW" means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the Collection of that Organic Waste and Source Separated Non-Organic Recyclables, or as otherwise specified in 14 CCR Section 17402(a)(26.7). As of the Effective Date, Source Separated Blue Container Organic Waste excludes Excluded Waste, Source Separated Green Container Organic Waste, textiles, carpets and Non-Compostable Paper but includes Paper Products and Printing and Writing Papers. The materials listed in Exhibit 7 are the materials that are acceptable for placing in a Blue Container as of the Effective Date. City and Company agree to meet from time to time as needed to discuss additions or deletions from such list. Company may request removal of materials from the list; any such action requires the prior written approval of the City Manager.

1.1.136 Source Separated Green Container Organic Waste or SSGCOW

"Source Separated Green Container Organic Waste" or "SSGCOW" means Source Separated Organic Waste, including Food Waste, that can be placed in a Green Container that is limited to the Collection of that Organic Waste, consistent with three-Container collection service as described in 14 CCR Section 18984.1(a) and (d). As of the Effective Date, Source Separated Green Container Organic Waste excludes Excluded Waste, Source Separated Blue Container Organic Waste, textiles, carpets, and Non-Compostable Paper. The materials listed in Exhibit 8 are the materials that are acceptable for placing in a Green Container as of the Effective Date. City and Company agree to meet from time to time as needed to discuss additions or deletions from such list. Company may request removal of materials from the list; any such action requires the prior written approval of the City Manager.

1.1.137 Special Waste

"Special Waste" means, Solid Waste that is a "designated waste" under Applicable Law, is required to be accompanied by a written manifest or shipping document describing the waste under Applicable Law, or requires special handling at any Processing Facility or Disposal Facility.

1.1.138 State

"State" means the State of California.

1.1.139 Temporary Service

"Temporary Service" means Bin Service or Roll-off Box Service provided by Contractor to Premises on a temporary, as-needed basis.

1.1.140 Tier One Commercial Edible Food Generator

“Tier One Commercial Edible Food Generator” has the meaning in 14 CCR Section 18982(a)(73).

1.1.141 Tier Two Commercial Edible Food Generator

“Tier Two Commercial Edible Food Generator” has the meaning in 14 CCR Section 18982(a)(74).

1.1.142 Ton, Tons or Tonnage

“Ton,” Tons or “Tonnage” means a unit of weight equal to two thousand (2,000) pounds (907.18474 kg).

1.1.143 Transfer

“Transfer,” or any variation thereof, means the act of transferring materials Collected by Contractor from Contractor’s Collection vehicles into larger vehicles at a Transfer Facility to more efficiently Transport to other Approved Facilities for Processing or Disposal of such materials.

1.1.144 Transformation

“Transformation” means incineration, pyrolysis, distillation, gasification, or biological conversion other than Composting.

1.1.145 Transport or Transportation

“Transport” or “Transportation,” or any variation thereof, means the act of conveying Collected materials from one location to another.

1.1.146 Universal Waste

“Universal Waste” means waste materials that are conditionally exempt from classification as Hazardous Waste pursuant to 22 CCR Section 66261.9, including but not limited to: (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.

ARTICLE 2.
GRANT AND ACCEPTANCE OF FRANCHISE

2.1 Grant and Acceptance of Franchise; Termination of Prior Agreements

- A. Subject to the terms and conditions of this Agreement, City grants to Contractor an exclusive franchise to Collect, Transfer, Transport, Recycle, Process, and Dispose in a lawful manner of all Solid Waste generated at all

Residential Premises, Commercial Premises and City Facility Premises in the City, on a permanent or temporary basis.

- B. Contractor accepts the franchise on the terms and conditions set forth in this Agreement.
- C. The Parties agree that, upon the Operative Date, this Agreement supersedes all prior agreements related to the subject matter hereof, including the Prior Agreement, and that all such prior agreements, including the Prior Agreement, are of no further force or effect, except for indemnity obligations arising under the prior agreements before the Operative Date and any other provisions of the prior agreements, including the Prior Agreement, which were declared therein to survive the expiration or termination thereof.
- D. The exclusive franchise granted by this Agreement includes the right of Contractor to conduct business on the public rights-of-way in the City in order to carry out its obligations hereunder, including by allowing the placement and/or storage of its Containers in public rights-of-way; allowing Collection vehicles to drive at a pace and repeatedly stop in public rights-of-way in a manner which disrupts traffic to the degree reasonably necessary to carry out its obligations hereunder, and which actions would otherwise be prohibited as a violation of laws applicable to the general public; and Collecting, delivering and otherwise servicing Containers within public rights-of-way and disrupting traffic as may be reasonably necessary to do so; and the right to encroach on public rights-of-way for the foregoing purposes without an encroachment permit issued to Contractor or the Customers; provided that City may limit Contractor's' rights to use public rights-of-way as necessary for the protection of health, safety and public welfare and provided further that Contractor must take reasonable steps to schedule Collection of Containers in a manner designed to minimize the impact on the flow of traffic.

2.2 Exclusive Nature of Franchise

- A. During the term of this Agreement, except as otherwise provided in Section 2.7, or as may otherwise be provided by Applicable Law, the rights granted to Contractor under this Agreement will be exclusive to Contractor.
- B. City will protect Contractor's exclusive rights by appropriate ordinances and by reasonable enforcement of those ordinances. If, at the request of Contractor, City takes administrative, law enforcement, or other legal action against any Person who infringes on Contractor's exclusive rights, Contractor shall reimburse City for its administrative, law enforcement, or legal costs related to any such action. City staff costs shall be reimbursed at rates contained in City's staff billing rates adopted by the City Council in effect at the time City's costs were incurred. Nothing herein precludes

Contractor from taking such legal action against third parties as it deems appropriate to protect its rights under this Agreement.

2.3 Operative Date

The Operative Date of this Agreement is January 1, 2025. The Operative Date is the date upon which Contractor shall commence to provide Solid Waste Collection Services that are authorized by this Agreement.

2.4 Term of Agreement

The term of this Agreement commences on the Operative Date and expires on December 31, 2036 (the "Term"), unless earlier terminated pursuant to Article 8 or otherwise.

2.5 Conditions to Effectiveness of Agreement and Operative Date

The effectiveness of this Agreement and the performance of City's obligations as of the Operative Date, are subject to the satisfaction of all conditions set out below, any of which may be waived by City in whole or in part:

- A. **Accuracy of Representations.** Representations and warranties made by Contractor in this Agreement are true and correct as of the Effective Date and Operative Date.
- B. **Furnishing of Insurance, Bonds, and Guaranty.** On or before the Operative Date, Contractor has furnished evidence satisfactory to the City Manager of the insurance and bonds required by Article 7, and the guaranty required by Section 7.9, together with evidence satisfactory to the City Attorney that the Person(s) executing the bonds and guaranty are authorized to do so and to bind the principal, surety, and guarantor, as the case may be.
- C. **Effectiveness of the City Council Action.** City's resolution approving this Agreement has become effective under State law prior to the Operative Date.
- D. **Real Property Transaction - 125 Acres.** (i) Waste Management of California, Inc. and City have executed the Purchase and Sale Agreement effective as of June 20, 2018, providing for the conveyance to City of approximately 125 acres located in the City and held by Waste Management of California, Inc., and (ii) City and California Resources Production Corporation, a Delaware corporation, as agent of and operator for its affiliate California Resources Petroleum Corporation, a Delaware corporation, shall have executed the Surface Waiver Agreement substantially in the form attached to the Purchase and Sale Agreement as Exhibit D. The location of the 125 acre site is generally depicted on Exhibit 6. The Parties acknowledge and agree that the conditions set forth in this

paragraph D were conditions to the effectiveness of the Prior Agreement, that such conditions have been satisfied, and that such conditions are set forth herein solely for historical reference.

- E. **Real Property Transaction - 131 Acres.** (i) Waste Management of California, Inc. and City have executed a Purchase and Sale Agreement providing for the conveyance to City of approximately 131 acres located in the City and held by Waste Management of California, Inc., and (ii) City and California Resources Production Corporation, a Delaware corporation, as agent of and operator for its affiliate California Resources Petroleum Corporation, a Delaware corporation, shall have executed the Surface Waiver Agreement substantially in the form attached to the Purchase and Sale Agreement as Exhibit E. The 131 acre site is located adjacent to the 125 acre site referenced in Section 2.5.D, and is generally depicted on Exhibit 6. The Purchase and Sale Agreement for the 131 acre site shall be substantially similar to the Purchase and Sale Agreement for the 125 acre site, except that it shall provide for a 120 day escrow period. The purchase price shall be consistent with Section 4 of that certain Memorandum of Understanding between City and GI Industries dated December 6, 2017, including Section 4.b (regarding the one acre portion to be conveyed at no cost to City). The Parties acknowledge and agree that the conditions set forth in this paragraph E were conditions to the effectiveness of the Prior Agreement, that such conditions have been satisfied, and that such conditions are set forth solely for historical reference.
- F. **Local Street Access Agreement.** The extension of the term of the Local Street Access Agreement between City and Waste Management of California, Inc. to not earlier than December 31, 2036.

2.6 Delegation of Authority

The administration of this Agreement by City will be under the supervision and direction of the City Manager. Any and all actions specified in this Agreement, unless otherwise stated, will be taken by the City Manager.

2.7 Limitations on Scope of Franchise

- A. The franchise granted to Contractor is exclusive, except for the categories of Solid Waste listed in this Section 2.7. The granting of this franchise does not preclude the categories of Solid Waste listed below from being delivered to, Collected, and Transported by others, provided that no Person is excused from obtaining from City any authorization that is required by Applicable Law:
1. Recyclable Materials or Organic Waste that a Customer donates or sells to other Persons. In either instance: (1) the Recyclable Materials or Organic Waste must be Source Separated from and not mixed with

other Solid Waste; and (2) the Customer, as the seller/donor, may not pay or receive consideration of any kind from the buyer/donee of such material for Collecting, Processing or Transporting such Recyclable Materials or Organic Waste. A discount, off-set, or reduction in the price for Collection, Disposal and/or Recycling services for any form of un-segregated or segregated Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste and such Solid Waste does not qualify for this exception. This section does not limit the sale of Recyclable Materials delivered for Recycling under the California Beverage Container Recycling Act, Section 14500, et seq.

2. Solid Waste, including Recyclable Materials, Green Waste, Construction and Demolition Debris, and Organic Waste, which is Self-Hauled from any Premises by the Customer, and which is Transported personally by the Customer (or by the Customer's full-time employees) to a properly permitted Processing or Disposal Facility.
3. Bulky Items removed from a Single-Family Premises by a property cleanup or maintenance company as an incidental part of a total cleanup, delivery, or maintenance service offered by such property cleanup or maintenance company rather than as a hauling service.
4. Green Waste removed from a Residential or Commercial Premises by a gardening, landscaping, or tree trimming company using its own equipment and employees as an incidental part of a total service offered by such company, as opposed to a hauling service.
5. Green Waste generated by an agricultural use on a lot where such use is permitted pursuant to applicable provisions of the Municipal Code, and where such Green Waste is Self-Hauled personally by the Customer (or by the Customer's full-time employees) to a properly permitted Processing Facility.
6. Construction and Demolition Debris removed from a Residential or Commercial Premises that is incidentally removed by a duly-licensed construction or demolition company as part of a total service offered by such licensed company, and where the licensed company uses its own equipment and employees, as opposed to a hauling service.
7. Animal waste and remains from any slaughterhouse or butcher shop for use as tallow.
8. By-products of sewage treatment, including sludge, sludge ash, grit and screenings.
9. Except as otherwise provided herein, Hazardous Substances, Hazardous Waste, untreated Medical Waste, infectious waste,

biohazardous waste, and Radioactive Waste, Special Waste, and used Source Separated cooking fats, oils, grease and similar waste, regardless of its source.

10. The casual or emergency Collection, removal, Disposal, or Diversion of Solid Waste by City through its officers or employees in the normal course of their employment.
 11. Universal Waste
 12. Edible Food which is Collected from a Customer by a Food Recovery Organization or a Food Recovery Service for the purpose of Food Recovery, or which is Self-Hauled by the Customer to a Food Recovery Organization (or an individual working on behalf of a Food Recovery Organization).
 13. On-site or Community Composting.
 14. Solid Waste generated at facilities owned by governmental agencies other than City in the City, over which City has no jurisdiction in connection with regulation of Solid Waste.
- B. Contractor acknowledges that City may permit other Persons besides Contractor to Collect the types of Solid Waste listed in this Section 2.7 without obtaining any approval of Contractor.
- C. The grant to Contractor of this exclusive franchise will be interpreted in a manner consistent with Applicable Law. The scope of this exclusive franchise will be limited by current and developing state and federal laws with regard to Solid Waste handling, control of Recyclable Materials, Solid Waste flow control, and related matters. If future interpretations of current law, or the enactment of new laws or local ordinances, limit the ability of City to lawfully provide for the scope of franchise services specifically set forth, Contractor agrees that the scope of the franchise will be limited to those services that may be lawfully provided; and City will not be responsible for any lost profits that may be claimed by Contractor. In that event, it is the responsibility of Contractor to minimize the financial impact to whatever extent is reasonably feasible.

2.8 City's Right to Direct Changes

2.8.1 General

City may direct Contractor to undertake additional obligations, perform additional services (including, but not limited to, new Diversion programs) or modify the manner in which existing services are performed or billed. This includes implementing pilot programs or innovative services that may involve new Collection methods, different types of services, or new requirements for

Customers. Contractor shall be eligible for a compensation adjustment for providing such additional or modified services and/or changed or additional obligations, provided that Contractor satisfactorily demonstrates to City in accordance with Section 5.3 that its costs of providing services and/or undertaking obligations have increased due to the additional or modified services and/or obligations. Any Rate Adjustment shall be in accordance with Section 5.3.

2.8.2 Proposal For Additional or Modified Services

In conjunction with the requirements of subsection 2.8.1, Contractor must present, within thirty (30) calendar days of a written request from City, a proposal to provide additional or expanded services. The proposal must contain a complete description of the following:

- Collection methodology to be employed (equipment, staff resources, etc.);
- Equipment to be used (vehicle number, types, capacity, age, etc.);
- Labor requirements (number of employees by classification);
- Type of Containers to be used;
- Program publicity, education, and marketing;
- Three-year projection of the financial results of the program's operations in an operating statement format, including documentation of the key assumptions underlying the projections and the support for those assumptions; and
- Any other information reasonably requested by City.

2.8.3 City's Right to Acquire Services

Contractor acknowledges that City may permit other Persons to provide additional Solid Waste Collection Services not otherwise provided for in this Agreement. If Contractor and City cannot agree on terms and conditions for additional services or expanded services within ninety (90) calendar days from the date when City first requests a proposal from Contractor to perform those services pursuant to subsection 2.8.2, City may authorize Persons other than Contractor to provide those services. If City exercises its right to authorize third parties to provide those services, and if that decision reduces or eliminates Contractor's Collection Services as contemplated under Article 3 of this Agreement, Contractor will reduce its billings proportionately.

2.9 Ownership of Solid Waste

Except as otherwise provided in Applicable Law, when Solid Waste is placed at the designated Collection location, ownership and the right to possession will

transfer directly from the Customer to Contractor by operation of this Agreement. Subject to Contractor's obligation to assist City in meeting the Diversion, source reduction and Recycling goals that apply to City, and City's rights under Sections 3.6 and 3.7 and subsection 3.9.6, Contractor has the right to retain, Recycle, Process, Dispose of, and otherwise Reuse that Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose. Subject to the provisions of this Agreement, Contractor has the right to retain any benefit resulting from its right to retain, Recycle, Process, Dispose of, or Reuse the Solid Waste that it Collects. City may obtain ownership or possession of Solid Waste placed for Collection upon written notice of its intent to do so; however, nothing in this Agreement may be construed as giving rise to any inference that City has such ownership or possession unless written notice has been given to Contractor. Nothing in this Agreement shall require Contractor to take possession of or title to Excluded Waste.

2.10 Contractor Status

Contractor represents and warrants that it is duly organized, validly existing, and in good standing under the laws of Utah, that it is qualified to transact business in the State of California and has all necessary licenses, permits, and certifications to provide the services required by this Agreement.

2.11 Contractor Authorization

Contractor represents and warrants that:

- Contractor is authorized to enter into and perform its obligations under this Agreement;
- The Board of Directors of Contractor has taken all actions required by law, the articles of incorporation, the bylaws, or otherwise, to authorize the execution of this Agreement; and
- The persons signing this Agreement on behalf of Contractor have authority to do so.

2.12 Annexations

This Agreement will extend to any territory annexed to City during its Term, except to the extent that Collection by Contractor within that annexed territory would violate the provisions of Public Resources Code Section 49520. In that event, this Agreement will become effective as to that area at the earliest possible date authorized by Applicable Law; and City will cooperate with Contractor to fulfill any requirement necessary for Contractor to serve the annexed area consistent with this Section. If territory is annexed to the City, Contractor shall be eligible for a compensation adjustment under Section 2.8 provided that Contractor satisfactorily demonstrates to City pursuant to Section 5.3 that its costs of providing Collection Services in the annexed territory exceed the increased revenues Contractor

expects to receive on account of providing Collection Services to Customers in the annexed territory. Any Rate adjustment shall be in accordance with Section 5.3.

ARTICLE 3. DIRECT SERVICES

3.1 Solid Waste Collection Services

- A. The work to be performed by Contractor pursuant to this Agreement shall include, but is not limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and other items necessary to perform the services required. The designation of, and specification of requirements for, particular items of labor or equipment does not relieve Contractor of the duty to furnish all others, as may be required, whether or not identified elsewhere in this Agreement.
- B. The work to be performed by Contractor will be performed in a thorough and professional manner so that Customers within the City are provided with reliable, courteous, and high-quality Solid Waste Collection Services at all times during the Term of this Agreement.
- C. As of the Operative Date, Contractor shall provide a three-Container Collection Services program for the separate Collection of Recyclable Materials, Source Separated Green Container Organic Waste and Black Container Waste, as set forth herein, using Containers that comply with Applicable Law, and subsection 3.5.3.

3.1.1 Three-Container System (Black, Blue, and Green Containers)

- A. **General.** Upon the Operative Date, Contractor shall provide a three-Container Collection Services program to all Accounts for the separate Collection of Recyclable Materials, SSGCOW, and Black Container Waste as specified in this Section, using Containers that comply with the requirements of subsection 3.5.3. Black Containers, Blue Containers and Green Containers shall be Collected on the same day of service for Residential Accounts. The Service Levels, Rates and sizes and types of Containers are shown in Exhibit 1.
- B. **Frequency of Collection.** Collection of Carts and Bins will take place not less than once each calendar week. Not more than seven (7) days shall elapse between Collections, except that not more than eight (8) Business Days shall elapse between Collections due to a Holiday in accordance with Section 3.5.1. Contractor must service Containers for Commercial Premises receiving permanent service at least once each calendar week, or more frequently upon Account request.

- C. **Location of Containers.** Collection of Carts will take place at the curbside. Special consideration will be given when determining the pick-up area for Bins and Roll-off Boxes to ensure that the flow of traffic is not unreasonably impeded. Contractor shall deliver and Collect temporary Containers at the direction of the Account, and shall notify City prior to delivering temporary Containers placed within the public right-of-way.
- D. **Solid Waste Container Waste Collection (Black Container).** Contractor shall provide Black Containers to all Accounts for Collection of Black Container Waste, and shall provide Black Container Waste Collection Services as described in this Agreement. Contractor shall Transport the Black Container Waste to the Approved Disposal Facility as specified in subsection 3.9.1.
- E. **Recyclable Materials Collection (Blue Container).** Contractor shall provide Blue Containers to all Accounts for Collection of Recyclable Materials and shall provide Recyclable Materials Collection Services, as described in this Agreement. Contractor shall Transport the Recyclable Materials to an Approved Source Separated Recyclable Materials Processing Facilities as specified in subsection 3.9.2. Recyclable Materials that are to be accepted for Collection in the Blue Container as of the Effective Date are included in Exhibit 7.
- F. **Organics Materials Collection (Green Container).** Contractor shall provide Green Containers to all Accounts for Collection of Source Separated Green Container Organic Waste and shall provide Source Separated Green Container Organic Waste Collection Services, as described in this Agreement. Contractor shall Transport the Source Separated Green Container Organic Waste to the Approved Organic Waste Processing Facility as specified in subsection 3.9.3. Source Separated Green Container Organic Waste that is to be accepted for Collection in the Green Container include Food Waste (which may be disposed of in Compostable Plastic bags in the Green Container) and Green Waste. The materials listed in Exhibit 8 are the materials that are acceptable for placing in a Green Container as of the Effective Date.
- G. **Construction and Demolition Debris.** Contractor shall make reasonable efforts to prevent Construction and Demolition Debris that is suitable for Recycling from being taken to a Landfill by Transporting it to an Approved Construction and Demolition Facility where it will be processed for Reuse.

3.1.2 Roll-off Service

- A. Contractor shall provide temporary Roll-off Service to Residential Premises and permanent or temporary Roll-off Service to Commercial Premises for amounts not to exceed the Rates set forth in Exhibit 1 at the request of the Account and shall, at the request of City, notify the City prior to or after, as

specified by City, delivering temporary Roll-off Boxes placed within the public right-of-ways.

- B. Contractor shall provide extra services desired by Accounts receiving Roll-off Service, including extra pick-ups, relocation of Containers, and use of compactors, for amounts not to exceed the Rates set forth in Exhibit 1. Contractor may charge for trip charges where the Account refuses service.
- C. Roll-off Boxes may be placed in the public right-of-way in front of Customer's Premises but Contractor shall use commercially reasonable efforts to not unnecessarily block the view of any traffic or regulatory signs or otherwise create a hazard to public safety. A Roll-off Box shall not be placed in the public right-of-way for more than thirteen (13) consecutive calendar days. Contractor shall not be required to receive an Encroachment Permit from City for Roll-off Boxes, provided Contractor maintains all insurance coverages provided for in Section 7.5.
- D. Contractor shall provide Roll-off Boxes that conform with the color and label requirements in subsection 3.5.3. Contractor shall Transport the Roll-off Boxes to the Approved Facilities as specified in subsection 3.9.
- E. In accordance with Public Resources Code Section 42649.2, as of the Effective Date, certain Multi-Family Premises and Commercial Premises are required to arrange for the Recycling of Recyclable Materials through, among other means, Collection by Contractor. Contractor shall make diligent good faith efforts to maximize participation in Recyclable Materials Collection at these Premises as detailed in Section 4.3.

3.1.3 Contractor Marketing and Sale of Recyclable Materials

Contractor is responsible for the marketing and sale of all Recyclable Materials collected under this Agreement.

3.2 Additional Services to Customers

3.2.1 On-Call Bulky Items Pick-up

- A. Contractor will provide Bulky Items pick-up service to Single-Family Premises, which are entitled to three (3) pick-ups per Single-Family Premises per calendar year with up to four (4) items collected per pick-up at no extra charge. Contractor will provide Bulky Items pick-up services to Customers at Multi-Family Premises, which are entitled to three (3) pick-ups per Multi-Family Premises (not per Dwelling Unit) per calendar year with up to four (4) items collected per pick-up at no extra charge.
- B. Contractor will provide additional Bulky Items pick-ups, or additional items per Bulky Items pick-up for Single-Family and Multi-Family Premises. Any such additional pick-ups or additional items per pick-up for Single-Family

and Multi-Family Customers shall be charged at amounts not to exceed the Rates set forth in Exhibit 1.

- C. Commercial Premises, upon request of the individual Owner, will receive Bulky Items pick-up service for amounts not to exceed the Rates set forth in Exhibit 1, except as provided in subsection 3.2.1.B.
- D. Customers must provide Contractor with at least two (2) Business Days' notice in advance of any Bulky Items pick up, and the Bulky Items will be Collected on the Customer's next regular Collection day or a scheduled appointment day agreed upon by Customer and Contractor.
- E. Contractor shall not be required to remove any items that cannot be safely handled by two (2) persons.
- F. Bulky Items Collected by Contractor may not be landfilled or Disposed of until the following hierarchy has been followed by Contractor:
 - 1. Reuse as is (if energy efficient).
 - 2. Disassemble for Reuse or Recycling.
 - 3. Recycle (through participation of charitable organizations).
 - 4. Transport acceptable Green Waste to the Approved Organic Waste Processing Facility for Processing.
 - 5. Transport acceptable Paper Products to the Approved Source Separated Recycling Materials Processing Facility for Processing.
 - 6. Disposal.
 - 7. Green Waste Collected in the Bulky Items program must be handled in accordance with the SB 1383 Regulations and the Organic Waste Processing requirements of this Agreement.

3.2.2 Move In/Move Out Service

Contractor shall provide services in addition to normal Solid Waste Collection Services to Residential Premises as they move in or move out of residences for an amount not to exceed the Rate set forth in Exhibit 1. Customers shall be required to provide Contractor with at least three (3) Business Days 'notice to initiate such service. Contractor shall be responsible for recording move in/move out service requests and materials Collected, and Contractor understands that manual loading may be required to accommodate move in/out requests—provided that Contractor shall not be required under any circumstances to Collect any waste or material that would not otherwise qualify as a Bulky Item under this Agreement, exceeds 100 pounds, and/or cannot be safely lifted by two (2) persons. Contractor

shall accommodate the greater quantities of Solid Waste than are customarily generated upon Residential Premises at move in and move out by allowing up to twice the normal quantities of these materials to be placed out at the curb and Collected as part of such service. Contractor shall Collect excess quantities of material set out for Collection for an amount not to exceed the Rate set forth in Exhibit 1.

3.2.3 Scout Service

Contractor shall offer scout service to Customers requesting assistance to obtain service for streets that are too narrow and/or fragile for a standard Collection vehicle and does not provide sufficient space to place the Cart at the street on a Collection day. Scout service shall be provided to move a Customer's Carts to a serviceable location before pick-up and return the Carts to their original location and shall be offered for an amount not to exceed the Rate set forth in Exhibit 1. Contractor understands that manual service will be required to perform scout service.

3.2.4 Holiday Tree Collection Program

At no additional charge to City or Customers, Contractor shall advertise, Collect, Transport, and Divert from Landfill Disposal holiday trees which are placed at the curbside at all Residential Premises on the two (2) regularly-scheduled Collection days following December 25. Contractor shall deliver the Collected Holiday Trees to the Approved Organic Waste Processing Facility for Processing, except that Contractor is not required to Divert artificial holiday trees, or trees containing decorations, ornaments, tinsel, debris, stands, flocking, or other foreign matter. Contractor shall also provide at no additional charge to the City or Customers, two (2) forty (40)-cubic yard Roll-off Boxes for Collection of Holiday Trees during the two (2) weeks following December 25 at locations in the City to be determined by the Parties. Contractor shall provide the City with weight tickets from the Approved Organic Waste Processing Facility within thirty (30) calendar days.

3.2.5 Holiday Cleanup Service

At no additional charge to City or Customers, Contractor shall provide, sponsor, and promote, an extra service program each year for the two (2) regularly scheduled Collection days following December 25, where Single Family Customers with Cart Service can place up to three (3) large bags or their equivalent volume of containerized Discarded Materials at the curb; and Contractor shall service this waste manually. A billing insert shall be produced by Contractor and approved by City outlining the program and shall be included in the November bill.

3.2.6 Free Landfill Days

For the calendar year commencing on January 1, 2025 and each calendar year thereafter, Contractor shall provide, sponsor, and promote, at no additional charge

to City or Customers, or tenants thereof, two (2) free Landfill days per calendar year at the Simi Valley Landfill & Recycling Center on dates agreed upon by both Parties ("Free Landfill Days"). Customers at Residential Premises shall be entitled to bring and dispose of Black Container Waste and Construction and Demolition Debris generated at Residential Premises for a six (6)-hour pre-determined time period agreed on by both Parties, on Free Landfill Days. Contractor shall diligently work to Divert as much material as possible from these events and work with non-profit agencies to provide Reuse of material whenever possible. Contractor shall provide reports to City no later than thirty (30) calendar days after each Free Landfill Day to include number of participants, types of materials received, Tonnages of material received, and Diversion statistics. Participation shall be limited to City residents presenting reasonable evidence of City residency.

3.2.7 Information for New Customers

Contractor shall provide, at the time it begins Collection Services to a new Customer, written instructions and rules as to the procedures for Solid Waste Collection. This service shall be at no cost to City or Customer.

3.2.8 Sharps Collection

Contractor shall provide Sharps containers to Single Family Customers, with a limit of one per household for the Collection of Sharps at no charge to City or the Customers. Sharps containers shall be delivered to residents' doors within one (1) week of request. Sharps containers shall be pre-paid mail back containers boxes which are approximately 1.4 quarts in size. Contractor shall develop and distribute public education materials to promote this program, including promoting this program through its website and other outreach activities. Upon the Effective Date, the value of this program is up to Ten Thousand Dollars (\$10,000.00) per year and will be adjusted annually, beginning on January 1, 2026, based on the Consumer Price Index in accordance with subsection 5.3.1 B. Single Family Customers will receive Sharps containers on a first come, first serve basis each year until the value of the program is reached.

3.2.9 Household Batteries Collection

At no additional cost to City or Customers, Contractor shall sponsor, promote and provide up to one hundred and four (104) (equivalent to two (2) five (5)-gallon buckets) Battery Recycle by Mail Buckets annually for the Collection of Household Batteries at four (4) designated drop-off sites within the City, with the drop-off sites, and number of buckets to be used at each drop-off site determined by City. Contractor shall Collect the contents of the buckets at each drop-off site at least bi-weekly. Contractor shall Recycle Household Batteries or deliver them to a permitted Hazardous Waste Facility. Upon the Effective Date of this Agreement, the value of this program is up to Fifteen Thousand Dollars (\$15,000.00) per year and will be adjusted annually, beginning on January 1, 2026, based on the Consumer Price Index in accordance with subsection 5.3.1B.

3.2.10 Other Services

Contractor shall provide other services desired by Accounts that are set forth in Exhibit 1, such as use of Bins with hasps, or locks, for amounts not to exceed the Rates set forth in Exhibit 1. Contractor may provide other optional services requested by Customers to Customers for which a Rate is not provided in Exhibit 1 for an amount to be negotiated between Contractor and the Customer.

3.3 Additional Services to City

Contractor and City acknowledge and agree that Contractor voluntarily agrees to provide Collection Services to the City at no cost, as described below.

3.3.1 Collection From City Facility Premises

At no cost to City, Contractor shall provide Solid Waste Collection Services, including Recyclable Materials Collection and Source Separated Organic Waste Collection, and furnish sufficient Containers, as determined by the City Manager, for regularly-scheduled permanent Collection Services at all City Facility Premises. The list of City Facility Premises upon the Effective Date is set forth in Exhibit 2. Contractor shall service the Containers on the schedule set forth in Exhibit 2. This list may be amended from time to time by the City Manager to add City Facility Premises acquired by City or to delete City Facility Premises no longer owned by City, or to adjust the Service Levels as needed if additional waste is generated. In the event of any such modification to the services provided by Contractor to City Facility Premises, Contractor shall be eligible for a compensation adjustment under Section 2.8 provided that Contractor satisfactorily demonstrates to City pursuant to Section 5.3 that its costs of providing Collection Services at City Facility Premises have increased due to the addition of City Facility Premises and/or the adjustment of Service Levels.

3.3.2 Roll-off Containers for City Use for Events Sponsored or Co-Sponsored by City.

Annually, at City's direction, Contractor shall provide up to ten (10) forty (40)-cubic yard Roll-off Box Collections of Discarded Materials (as determined by the City Manager) at no cost to City for community and special events which are sponsored or co-sponsored by City and are detailed in Exhibit 2. Solid Waste Collected pursuant to this subsection 3.3.2 shall be Diverted from Disposal in the Landfill to the maximum extent possible. Contractor shall provide street sweeping services before and after an event sponsored or co-sponsored by City in accordance with the applicable specifications set forth in Exhibit 3 at no cost to City.

3.3.3 Abandoned Items Collection

At no cost to City, Contractor shall Collect or cleanup abandoned items and non-hazardous spilled waste on City public rights-of-way, or City Facility Premises, within one Business Day from notification by City, except in emergency situations

where immediate cleanup is required. An emergency means when the City Manager determines that it is reasonably necessary to Collect or clean up spilled or illegally dumped non-hazardous waste before the next Business Day in order to protect the environment from contamination, or to preserve the public peace, health, safety, or welfare. Abandoned items Collected pursuant to this Section shall be processed in accordance with the Recycling hierarchy detailed in subsection 3.2.1.F.

3.3.4 Freeway Litter Control

Contractor agrees to coordinate with Caltrans to provide, at no cost to City, a litter control program along the 118 Freeway from the City limits east of Collins Drive to Los Angeles Avenue, and on the 23 Freeway from Tierra Rejada Road to Los Angeles Avenue, such that there is no gap between the Freeway Litter Control program provided by Contractor to the Cities of Moorpark and Simi Valley. The plan shall include litter removal on at least a twice per month basis and include the full freeway interchanges within the program area. Contractor shall provide monthly reports to City of the schedule of litter removal, the amount of litter Collected, and the Facility(ies) where the litter was Processed or Disposed for the prior month. Provided, however, in the event that Contractor is unable to acquire from Caltrans the permit required to implement the litter control program, Contractor shall instead provide monthly reports to City documenting that the Contractor made a diligent effort to obtain the required permit, including summaries of all written and oral communications between Contractor and Caltrans related to the permit for the prior month. If the City determines that Contractor has obtained the necessary Caltrans permit and successfully implemented the litter control program, City may change the frequency of reports required by this subsection 3.3.4 from monthly to quarterly.

3.3.5 Street Container Service

Contractor, upon request by City, agrees to provide Collection of street Containers placed by City along sidewalks, at a frequency to be agreed upon by City and Contractor. City agrees to consult with Contractor with respect to the locations of street Containers, to avoid areas with insufficient space for Collection using a standard Collection vehicle, or in high traffic areas. In the event City makes such request, Contractor shall be eligible for a compensation adjustment under Section 2.8 provided that Contractor satisfactorily demonstrates to City in accordance with Section 5.3 its costs of providing Collection of street Containers along sidewalks. Any Rate Adjustment shall be in accordance with Section 5.3.

3.3.6 Street Sweeping

Contractor will provide street sweeping services within the City in accordance with the specifications set forth in Exhibit 3 at no cost to City. Contractor will commence providing street sweeping services upon the Operative Date. Contractor shall be eligible for a compensation adjustment under Section 2.8 if the number of curb

miles swept or the cost per mile swept substantially increases pursuant to Contractor's street sweeping sub-contract with a third party without a proportional increase in the number of Customers serviced by Contractor under this Agreement during the same time period. The compensation adjustment requires Contractor to satisfactorily demonstrate to City in accordance with Section 5.3 that its costs have increased due to such increase in number of curb miles swept or such increase in the cost of miles swept. Any Rate adjustment shall be in accordance with Section 5.3. Contractor and City shall meet and confer in good faith to determine the increase in the number of curb miles and the resulting adjustment to the Rates.

Contractor shall provide City quarterly reports to City of street sweeping services undertaken by Contractor, including areas serviced, the dates and times of service, the amount of debris Collected, Diverted, and Disposed, and the debris Disposal location.

3.3.7 Compost Bin Distribution Program

City shall purchase, promote, and sell, and Contractor shall, at no additional cost or expense to City or Customers, store and distribute, compost bins to Customers, at City's request within fourteen (14) calendar days of City's request.

3.3.8 Community Clean-Up Events

Annually, at City's direction, Contractor shall provide, at no additional cost to City or Customers, or tenants thereof, five (5) community clean-up events for residents of the City, at a time and place as Contractor and City may reasonably agree. Each event shall be for a period of four (4) hours, or until when the Roll-off Boxes are at capacity, whichever is sooner. Contractor shall provide two (2) forty (40)-cubic yard Roll-off Boxes at each event, with the Roll-off Boxes to be clearly labeled to indicate the primary materials accepted, the primary materials prohibited, and the types of items that are Prohibited Container Contaminants. Contractor shall provide one employee to manage the events, including directing entry and exit of residents from the events. Residents may bring a single load of up to two (2) cubic yards total of Source Separated Black Container Waste, Green Waste, or Recyclable Materials per event using their personal vehicle. Residents shall provide proof of residency to Contractor prior to entry to an event. Materials Collected during such events pursuant to this subsection shall be Diverted from Disposal in the Landfill to the maximum extent possible, and Contractor shall transport Collected and Source Separated materials to the Approved Facilities herein. Contractor shall provide street sweeping services before and after each clean-up event in accordance with the applicable specifications set forth in Exhibit 3 at no cost to City.

3.3.9 Compost and Mulch Procurement and Giveaways

A. Contractor shall annually procure Compost or Mulch, or a combination of Compost and Mulch, on behalf of City to meet and/or exceed City's Recovered Organic Waste Product Procurement Targets set forth in 14 CCR Section 18993.1. Contractor may comply with this Section by providing procurement credits to the City in accordance with 14 CCR Section 18993.1(e)(2), and by providing documentation of such procurement to the City as required by 14 CCR Section 18993.2(a)(3) and Section 18993.2(a)(4) as applicable.

B. Contractor shall annually purchase and make available to the City Mulch for use in City parks and facilities at no cost to the City as described in this section. The City will notify Contractor as to the quantity of Mulch requested throughout the calendar year at each location. Contractor shall coordinate and arrange for transportation and delivery of such Mulch to City parks and facilities from the provider of such Mulch's facility. As of the Effective Date, the total value of this program is up to Thirty Thousand Dollars (\$30,000.00) per year and shall be adjusted annually, beginning on January 1, 2026, based on the Consumer Price Index in accordance with subsection 5.3.1 B.

C. Contractor shall offer up to thirty (30) cubic yards of such Mulch to residents of the City at two giveaways annually at no cost to participants of the giveaway. Contractor may request proof of residency from the participants of such giveaway. Contractor shall conduct Mulch giveaways twice annually on a date and at a location mutually agreed by City and Contractor.

D. All Compost provided by Contractor must meet or exceed State requirements and the requirements of 14 CCR Section 18993.1 for Compost quality, including those standards regarding Compost maturity, reduction of pathogens, elimination of weed seeds, and concentrations of physical contaminations such as glass, plastic, metal, and other Non-Organic Recyclables. All Compost provided by Contractor must be suitable for use in landscaping, parks, sports fields, and community gardens, and must be suitable for distribution to the general public, but shall not be required to be certified by the Organic Materials Review Institute (OMRI). Mulch shall be 3" to 5" woodchip groundcover, screened through a 4" mesh screen, and be 99% free of contaminants.

3.3.10 Use of RNG in Collection Vehicles; Future Electrification

Contractor shall make commercially reasonable efforts for all Collection vehicles used by Contractor under this Agreement to be powered by RNG generated at a local facility or powered by RNG that is purchased through a wheeling agreement with a party(ies), provided that the wheeling agreement is for purchase of 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 Title 14 of CCR to recover Organic Waste and meets the requirements of 14 CCR Section 18993.1(h). Upon City's request and to the extent applicable, Contractor

shall obtain and provide City with a written certification by an authorized representative of the publicly-owned treatment works or the wheeling agreement service provider certifying that the in-vessel digestion facility produces the RNG consistent with the requirements of 14 CCR Section 18993.1(h). Contractor shall maintain records of the amount of RNG purchased and shall report this information to City upon request of City. Company agrees City has the right to report any such RNG usage toward the City's fulfillment of its annual recovered Organic Waste product procurement target in accordance with 14 CCR Section 18993.1.

City and Contractor agree that Contractor's obligations and/or scope of services under this Agreement exclude any requirements regarding the future conversion of fleets, or any part thereof, to Zero-emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future acquisition, hiring or use of ZEVs or NZEVs under Applicable Law, including without limitation Sections 2015 et seq. of Title 13 of the CCR. Should such existing Applicable Law apply to any Contractor's vehicles used in the provision of services under this Agreement during the Term, then City and Contractor agree to meet and confer in good faith to amend this Agreement to incorporate provisions and obligations reasonably necessary to comply with such Applicable Law, and Contractor shall be entitled to a Rate adjustment in accordance with Section 5.3.3 for such change in Contractor's obligations and/or scope of services under this Agreement.

3.3.11 Edible Food Recovery

At no cost to City, upon the Effective Date, and quarterly thereafter, Contractor shall identify Tier One and Tier Two Commercial Edible Food Generators by performing a "desk-top" review of records it is required to maintain under this Agreement. Contractor shall cooperate with and assist City with the distribution of information prepared by City to Commercial Edible Food Generators regarding City's Edible Food Recovery programs. Contractor shall maintain education records in accordance with 14 CCR Section 18985.3 and provide quarterly updates to City as described in subsection 6.3.5.

3.3.12 Assistance with Waivers

At no cost to City or Customers, Contractor shall, upon request, assist Customers in assessing whether they qualify for a de minimis or physical space waiver pursuant to Title 8, Chapter 8.36 of the Municipal Code and 14 CCR Section 18984.11. City, at its discretion, may grant one or more of such waivers to Generators in accordance with 14 CCR Section 18894.11 or as otherwise authorized by CalRecycle. Contractor shall cooperate with and provide support to City by conducting a desk-top investigation and fact finding in connection with City's evaluation of any waiver application and Contractor shall adjust the Customer's Service Level and billing within seven (7) Business Days of notification from City that City has granted or rescinded a waiver. At least once every five (5) years, or more often if reasonably requested by City, Contractor shall conduct

desk-top investigation as may be necessary to enable City to determine if criteria by which City granted waivers continues to exist.

3.4 Diversion

3.4.1 State Diversion Requirements

A. Contractor shall use commercially reasonable efforts to assist City to comply with Public Resources Code Section 41780. In determining compliance with Section 41780, City and Contractor agree to cooperate in good faith to develop representative per capita Disposal calculations, as appropriate. Contractor shall provide documentation to City within forty-five (45) calendar days of the end of each calendar year stating and supporting that calendar year's Diversion rate.

B. If City fails to comply with Public Resources Code Section 41780 due to Contractor's failure to implement the Diversion and public education programs provided for in this Agreement, Contractor must submit a plan to assist City to comply with Public Resources Code Section 41780 through, among other things, implementation of applicable portions of City's Source Reduction and Recycling Element adopted in accordance with Public Resources Code Section 42649.3, within ninety (90) calendar days of the end of the calendar year. Contractor's plan is subject to approval by the City Manager, and to be approved must constitute a good faith plan to implement applicable portions of City's Source Reduction and Recycling Element, and be reasonably likely to allow City to comply with Public Resources Code Section 41780. Implementation of the plan shall be at Contractor's sole cost and expense.

C. If, following implementation of the plan, City still does not achieve compliance with Public Resources Code Section 41780, Contractor shall implement additional programs required to assist City to comply with Public Resources Code Section 41780 as directed by the City Manager, at its sole cost and expense.

D. In the event that the State increases the mandated Diversion percentage of fifty percent (50%) Diversion (currently set forth in Public Resources Code Section 41780), requires new programs in addition to those already mandated by the Applicable Law, or changes the methods for obtaining or measuring compliance with existing requirements, City may impose new or additional Recycling requirements in accordance with the City's Source Reduction and Recycling Element. Contractor shall be eligible for a compensation adjustment under Section 2.8 provided that Contractor satisfactorily demonstrates to City pursuant to Section 5.3 that its costs of providing Collection Services have increased due to the new or additional Recycling requirements. Any Rate adjustment shall be in accordance with Section 5.3.

E. Contractor shall:

1. Assist City in responding to inquiries from CalRecycle or any other regulatory agency relating to this Agreement;
2. Assist City in preparing for, and participating in, CalRecycle's biannual review of City's Source Reduction and Recycling Element (SRRE) pursuant to Public Resources Code Section 41825;
3. Assist City in applying for any extension, including under Public Resources Code Section 41820, if so, directed by City;
4. Assist City in any hearing conducted by CalRecycle, or any other regulatory agency, relating to City's compliance with Applicable Law relating to this Agreement; and
5. Assist City with the development of and implementation of a public awareness and education program that is consistent with City's SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Law.

3.5 .Operations

3.5.1 Schedules

A. Collection shall take place between the hours of 7:00 a.m. and 7:00 p.m. on any day of the week, except that no pick-ups shall be made on Sunday unless specifically authorized in writing by the City Manager. Hours and days of Collection are subject to change by City. If the regularly scheduled Collection day falls on a defined Holiday, alternate Collection will be performed on the following day, unless that day falls on Sunday. Alternative Collection will then be performed on the following Monday. All Collection days falling on other legal holidays will remain as scheduled.

B. Contractor must review with City its operation plan outlining the Collection routes, intervals of Collection, and Collection times for all materials Collected under this Agreement, upon thirty (30) calendar days' written notice by City requesting such review. Such a review shall not be more than once per calendar year, except that more frequent reviews may be required if operations are not satisfactory, based on documented observations or reports of Complaints. If the plan is determined by City to be inadequate, Contractor must modify its plan by incorporating changes into a revised plan and reviewing that revised plan with City within thirty (30) calendar days.

3.5.2 Vehicles

A. **General.** Contractor must provide Collection vehicles sufficient in number and capacity to perform efficiently the work required by this Agreement in strict accordance with its terms. Any additional vehicles or routes that may be required to meet the service standards during the term of this Agreement will be at

Contractor's exclusive expense. Contractor must have available on Collection days sufficient back-up and auxiliary vehicles to respond to any and all Complaints and emergencies.

B. Specifications. Contractor must use Collection vehicles that comply with all Applicable Law, including rules and regulations of the Ventura County Air Pollution Control District, the California Air Resources Board, and any other air-quality regulatory body that may be in authority during the term of this Agreement. Where a Collection vehicle is not in compliance with these requirements as of the Operative Date, Contractor shall bring the Collection vehicle into compliance within two (2) years. Collection vehicles must be registered with the California Department of Motor Vehicles and shall have bodies designed to prevent leakage, spillage, or overflow.

C. Vehicle Identification. Contractor's name, local telephone number, and a unique vehicle identification number selected by Contractor and approved by City must be prominently displayed on all vehicles, in letters and numbers no less than three inches high. Contractor must not place City's name, City logos, or advertisements (including political advertisements) on Contractor vehicles.

D. Cleaning and Maintenance.

1. Contractor must maintain all of its properties, vehicles, facilities, and equipment used or located in City in a good, safe, neat, clean, and operable condition at all times.
2. Vehicles used in the Collection of Solid Waste must be painted and thoroughly washed on a regular basis so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with this Agreement. Contractor must also make vehicles available to the Ventura County Environmental Health Division for inspection, at any frequency it requests. Contractor agrees to replace or repair, to City's reasonable satisfaction, any vehicle that City determines in its reasonable judgment to be of unsightly appearance, leaking oil, hydraulic, or other applicable fluids, or in unsatisfactory operating condition.
3. Contractor must repaint any vehicle, Bin, or Roll-off Box used in the Collection of Solid Waste within sixty (60) calendar days following written notice from City, if City determines in its reasonable judgment that its appearance warrants repainting.
4. Contractor must inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly, or vehicles in such a condition as to be unsafe or excessively noisy, must be removed from service until repaired and operating properly.

5. Contractor must repair, or arrange for the repair of, all of 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 must maintain accurate records of repair, which will include the date and mileage (or hours of operation), nature of repair, and the verification by signature of a maintenance supervisor that the repair has been properly performed.
6. Upon request by City, Contractor must furnish to City not later than thirty (30) calendar days after the end of each calendar year, a written inventory of all equipment, including Collection vehicles, used in providing service. The inventory must list all equipment by manufacturer, ID number, date of acquisition, type, capacity, and age.

E. Operation.

1. Vehicles must be operated in compliance with Applicable Law, including the California Vehicle Code and all applicable local ordinances. Contractor may not intentionally load vehicles in excess of limitations on vehicles imposed by state or local weight restrictions.
2. Equipment must comply with EPA noise emission regulations, currently codified at 40 CFR Part 205, and other applicable noise control regulations set forth in the Municipal Code, and must incorporate noise control features throughout the vehicle. Contractor must store all equipment located in City in safe and secure locations in accordance with City's zoning regulations.
3. Contractor is responsible for providing immediate notification to City in the event of oil, hydraulic and other applicable fluid spills from vehicles that occur within City limits and shall be responsible to clean up any such spills expeditiously and in a manner that complies with all Applicable Law.
4. All vehicles must be equipped with GPS tracking devices. Upon request of City, Contractor shall furnish to City at no additional cost or expense to City information necessary for City to track the location of vehicles in real time and to generate reports as needed.

F. City Inspection per Code. The California Highway Patrol may cause any vehicle used in the performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with Applicable Law, including all applicable provisions of the California Vehicle Code, including all Vehicle Code sections regarding smog equipment requirements. City may direct

the removal of any vehicle from service if that vehicle is found by the California Highway Patrol to be in nonconformance with Applicable Law. No vehicle directed to be removed from service by City may be returned to service until its return to service has been approved by the California Highway Patrol.

G. **Brake Inspections.** The brake system of each Collection vehicle used in the performance of this Agreement must be inspected and certified by a trained mechanic who is either a certified mechanic or who is under the supervision of a certified mechanic. Contractor's facility, used to store and maintain these vehicles used in the performance of this Agreement, must comply with Applicable Law and also be certified under state law by the California Highway Patrol. Notice of certification must be filed with City with the annual report required by subsection 6.3.4. Failure to submit the required certification will be grounds for terminating this Agreement.

H. **Correction of Defects.** Following any inspection, the City Manager has the right to cause Contractor, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary, or unsightly. This determination may be appealed to the City Council, whose decision will be final.

3.5.3 Containers

A. **Container Replacement.** No later than the end of the useful life of the existing Containers or January 1, 2036, whichever is earlier, all Containers provided by Contractor must comply with the design, manufacturing, color and label requirements set forth herein or as otherwise provided in 14 CCR Sections 18984.7 and 18984.8. Hardware, wheels, etc. do not have to comply with the foregoing color requirements. Colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation.

B. **Container Labeling.** As new Containers are put into service by Contractor, and in accordance with subsection 3.5.3 A and C, Contractor shall place an imprint or place a hot stamped label on the body or lid of each new Container body or lid that includes language or graphic images that indicates the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate types of items that are Prohibited Container Contaminants for each Container and comply with 14 CCR Section 18984.8.

C. **Container and Label Design Requirements.** The Containers shall be designed and manufactured in accordance with standard industry specifications. Upon the Effective Date, Contractor shall submit a copy of Container imprints and/or labels for City approval, which shall not be unreasonably withheld. Upon future changes to imprints and/or labels, Contractor shall submit a copy of the proposed changes for City approval, which shall not be unreasonably withheld, prior to imprinting or labeling Containers.

D. Cart Ownership and Maintenance Responsibilities. Contractor is responsible for Cart repair and maintenance, graffiti removal, and replacing lost, stolen, or damaged Carts within five (5) Business Days of a request therefor at no additional charge to the Customer or to City. Contractor may, however, charge the Customer for repairing or replacing a Cart if the damage is due to the Customer's willful negligence or abuse. In no event may this charge be greater than Contractor's actual cost for replacement parts or Seventy-Five Dollars (\$75.00) (as adjusted in accordance with subsection 5.3.1.B), whichever is less. All Carts provided under this Agreement shall remain the property of Contractor at all times; and City retains the right to direct Contractor to remove the Carts at the end of this Agreement at no charge, should City so desire.

E. Free Annual Cleaning of Carts. Contractor shall, at a Customer's request, clean or replace a Cart or Bin at no cost to Customer or City one time per calendar year. Upon request, Contractor shall provide subsequent cleanings within a calendar year and for an amount not to exceed the Rate set forth in Exhibit 1.

F. Bin Ownership and Maintenance Responsibilities.

1. Contractor must maintain its Containers in a clean and sound condition, free from Putrescible Wastes Residue. Containers must be equipped with reflectors to enhance visibility. Containers must be constructed of heavy metal, or other durable material, and must be watertight and well painted. Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the Container, must be maintained in good repair. Upon request, Contractor will clean or replace Bins once each year at no charge to Customer or City. Customers may request additional cleanings for an amount not to exceed the Rate set forth in Exhibit 1. Contractor must remove graffiti from any Container within five (5) Business Days of request by City or Customers. All Bins provided under this Agreement shall remain the property of Contractor at all times.
2. Each Bin placed within the City by Contractor must have the name and phone number of Contractor in bold letters not less than three inches (3") high on the exterior of the Container so as to be visible when the Container is placed for use. Contractor must identify the Bin or Bins that are assigned to each Customer using a method that is acceptable to City. Each Container must be labeled with a conspicuous warning: "Not to be used for the disposal of hazardous, electronic, or universal waste."

G. Roll-off Boxes Ownership and Maintenance Responsibilities. Contractor must provide clean Roll-off Boxes, free from graffiti and equipped with reflectors. Contractor must properly cover all open Roll-off Boxes during Transport

to and from the Approved Facilities. All Roll-off Boxes provided under this Agreement shall remain the property of Contractor at all times.

3.5.4 Litter Abatement

A. **Minimization of Spills.** Contractor must use due care to prevent Solid Waste or fluids from leaking or being spilled or scattered during the Collection or Transportation process. If any Solid Waste or fluids leak, or are spilled during Collection, Contractor must expeditiously clean up those materials in a manner that complies with all Applicable Law. Each Collection vehicle must carry absorbent material, a broom, and a shovel at all times for this purpose. Contractor may not, without City's prior written consent, Transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure or accidental damage to a vehicle.

B. **Cleanup.** During the Collection or Transportation process, Contractor must clean up litter in the immediate vicinity of any Solid Waste storage or Collection area under its control or as a result of Contractor actions. If Contractor arrives at a Collection area with existing litter, Contractor may charge an Overage Fee, at an amount not to exceed the Rate set forth in Exhibit 1, and only after Contractor has provided the Customer notice by phone, by U.S. mail, by email, in person, or by tag for three (3) occurrences of Overage in any rolling 12-month period. Contractor must identify instances of repeated spillage caused by Customers and must report those instances to the City Manager in writing. City shall attempt to rectify such situations directly with the Customer, if Contractor has already attempted to do so without success. In addition to charging the Overage Fee, if Contractor documents three (3) instances of overloaded Containers within any rolling 12-month period for any Customer, Contractor may deliver additional or larger Containers to the Premises, or, for Commercial Accounts, require additional weekly Collections, and may adjust the amount charged to the Customer, not to exceed the applicable Rate set forth in Exhibit 1.

C. **Traffic Control in Public Right-of-Way.** If Contractor requests City traffic control services in conjunction with a cleanup, or if City, in its sole discretion, determines that City traffic control services are required for a cleanup for public safety purposes, City shall provide such traffic control services. Contractor shall reimburse City for the costs of providing such services at rates contained in the City's Staff Billing Rates adopted by the City Council in effect at the time the City's costs were incurred.

3.5.5 Personnel

A. Contractor must 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 personnel shall meet the requirements of Applicable Law as applicable to their respective positions. All drivers must be trained, pre-screened

for drug and alcohol, 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.

B. Contractor must establish and vigorously enforce an educational program to train Contractor's employees in the identification of Hazardous Waste. Contractor's employees must not knowingly place any Hazardous Waste in Collection vehicles, nor knowingly dispose of any Hazardous Waste at a Processing Facility or Disposal Facility.

C. Contractor must train its employees in Customer courtesy, prohibit the use of loud or profane language, and instruct collection crews to perform all work quietly. Contractor must use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor must take all necessary corrective measures including, but not limited to, transfer, discipline, or termination. If City has notified Contractor of a Complaint related to discourteous or improper behavior, Contractor shall consider reassigning the employee to duties not involving contact with the public in City while Contractor is pursuing its investigation and corrective actions.

D. Contractor must provide suitable operations, health, and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or related operations that meets minimum OSHA standards for all personnel and shall comply with all Applicable Law related to employees and personnel.

3.5.6 Identification Required.

A. Contractor must provide its employees and subcontractors with identification for all individuals who may have personal contact with Accounts in the City. City may require Contractor to notify Customers annually of the form of that identification. Contractor must provide a list of current employees and subcontractors to the City Manager upon request.

B. City reserves the right to conduct through law enforcement agencies a security and identification check of Contractor, and its present and future employees, in accordance with accepted procedures established by City.

3.5.7 Fees and Gratuities.

Contractor may not, nor may it permit any agent, employee, or subcontractor employed by it, to request, solicit, or demand, either directly or indirectly, any compensation or gratuity for the Collection, Transportation, Processing, or Disposal of Solid Waste other than Contractor compensation that is normally paid.

3.5.8 Non-Discrimination.

Contractor may not discriminate in the provision of service or the employment of persons engaged in the performance of this Agreement on account of gender, gender identity or expression, genetic characteristics or information, race, color, national origin, ancestry, religion, creed, sex, physical or mental disability, medical condition, marital status, military or veteran status, sexual orientation, or age in violation of any applicable federal or state law.

3.5.9 Coordination with Street Sweeping Services.

City and Contractor will cooperate in coordinating route schedules with Contractor's street sweeping subcontractor. If needed, Contractor agrees to work with City to resolve conflicts with street sweeping schedules, to avoid street sweeping and Solid Waste pick-ups from occurring on the same day.

3.5.10 Change in Collection Schedule.

A. Contractor must notify City forty-five (45) calendar days prior to, and Customers not later than fourteen (14) calendar days prior to, any change in Collection operations that results in a change in the day on which Collection occurs. Contractor shall not cause any Customer to be without service for more than seven (7) calendar days in connection with a Collection schedule change. The City Manager's written approval of any change in the Collection schedule is required prior to such change. This approval shall not be unreasonably withheld.

B. Any changes in the route map or Collection schedule require the prior written approval of the City Manager. City may require changes in the route map or Collection schedule to improve service, to resolve Complaints, or for other reasons. Route maps are to be submitted with the annual report.

3.5.11 Report of Accumulation of Solid Waste; Unauthorized Dumping.

Contractor must direct its drivers to note the addresses of any Premises at which they observe that Solid Waste is accumulating and is not being delivered for Collection, and the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Contractor must deliver the address or description to City within five (5) Business Days of such observation. Contractor shall cooperate with City in the investigation and prosecution of any violations of the Municipal Code.

3.6 Disaster and Emergency Service.

3.6.1 Preparedness

Upon request, Contractor shall provide its management expertise and contribute to City's emergency preparedness planning efforts.

3.6.2 Disaster and Emergency Service

A. In the event of an emergency or natural disaster, and when requested by the City Manager, Contractor shall provide City with the equipment and labor required to Collect, cleanup, and remove debris resulting from the emergency or natural disaster. Contractor shall use commercially reasonable efforts to dispatch the requested equipment and labor to City as promptly as practicable following the written request by the City Manager. City will be given equal priority and access to resources as with other Contractor franchise jurisdictions.

B. Notwithstanding any other provision of this Agreement or the Municipal Code, Contractor agrees that, in the event that Contractor is unable to respond within the time period requested by City for Collection, cleanup and removal of debris resulting from an emergency or natural disaster, City shall have the right to engage other Persons to Collect, cleanup and remove debris resulting from such emergency or natural disaster for a period ending on the earlier of the date such Collection, cleanup and removal is complete or thirty (30) calendar days following the original request from City.

C. At the time when Contractor's work may continue following a natural disaster, Contractor will cooperate with City to prepare and implement a disaster recovery plan. This plan shall identify Contractor's plans for maximizing the amount of Recyclable Materials and Organic Waste Diverted from the Solid Waste created by the disaster and to identify and secure Disposal Facilities and Processing Facilities and capacity for such Solid Waste.

D. City shall pay Contractor for the services provided in subsections A and C above, at the Rates set forth in Exhibit 1. Contractor's requests for payment for these services shall be accompanied by a full accounting of the labor hours, vehicle usage, Disposal costs, and any other costs incurred by Contractor for which Contractor is seeking payment. City reserves the right to audit Contractor's books and records to ascertain the accuracy of Contractor's costs.

3.6.3 Additional Costs

If the emergency or disaster requires Contractor to rent additional equipment, employ additional personnel, or work existing personnel overtime to Collect additional Discarded Materials resulting from the event, Contractor shall receive additional compensation, above its normal compensation provided for in this Agreement, to reimburse Contractor for its additional costs. Contractor's additional costs shall be based on the incremental amount of Tons of Discarded Materials resulting from the event, and the additional amount of labor and equipment used by Contractor to Collect Discarded Materials resulting from the event. For its additional labor and equipment, City shall reimburse Contractor based on Rates mutually agreed between both Parties. Prior to incurring any such additional costs, Contractor shall obtain City's written authorization to incur such costs.

3.6.4 City Wide Effort to Manage Disaster Debris

In the event that City decides to oversee a coordinated effort to manage the Collection and Recycling of disaster related Solid Waste on a citywide basis, Contractor shall provide City with its management expertise, including a dedicated 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.

3.7 Transportation of Solid Waste

A. Contractor must Transport all Solid Waste Collected in City to Approved Facilities. Contractor agrees to make all reasonable efforts to Divert Recyclable Materials and Organic Waste from Landfill Disposal.

B. Contractor must maintain complete, accurate, and up-to-date records of the quantities of Solid Waste Transported to the Approved Facilities, and must cooperate with City in any audits or investigations of those quantities.

C. Contractor's vehicles shall not traverse Tierra Rejada Road unless making a pick-up or delivery requiring use of Tierra Rejada Road.

D. Contractor's vehicles principally serving areas outside of the City limits shall not traverse Arroyo Drive. Contractor's vehicles principally serving areas anywhere in the City may traverse Arroyo Drive.

3.8 Capacity Guarantee

Contractor guarantees sufficient capacity shall be available at the Approved Facilities owned and operated by Contractor or its Affiliate to Process, Recycle or Dispose of all Discarded Materials Collected by Contractor under this Agreement throughout the Term.

3.9 Disposal of Solid Waste and Processing Facilities

3.9.1 Approved Disposal Facility

Contractor covenants that the Approved Disposal Facility is properly permitted, is classified as a Class 3 Landfill (permitted to receive only nonhazardous Solid Waste), is not on or being considered for inclusion on a state or federal Superfund list, or CalRecycle list of Solid Waste facilities failing to meet state minimum standards, and is in substantial compliance with all required permits. Contractor shall dispose of all Black Container Waste Collected in the City at the Approved Disposal Facility, at Contractor's expense and in accordance with all Applicable Law. Contractor shall notify the City Manager in writing if changes in the Approved Disposal Facility are made, and the change shall be subject to City's review and approval, which shall not be unreasonably withheld.

3.9.2 Approved Source Separated Recyclable Materials Processing Facilities

Contractor covenants that the Approved Source Separated Recyclable Materials Processing Facilities are properly permitted to receive Recyclable Materials and are in substantial compliance with all Applicable Law. Contractor shall deliver all Recyclable Materials Collected in City to an Approved Source Separated Recyclable Materials Processing Facility in accordance with all Applicable Law for Processing in a manner that complies with all Applicable Law. Contractor shall use commercially reasonable efforts to ensure that Residue material post Processing shall not exceed the amount permitted by Applicable Law. Contractor shall use commercially reasonable efforts to ensure that all Recyclable Materials are Diverted to compliant end markets that comply with all Applicable Law. Contractor shall notify the City Manager in writing if changes in the Approved Source Separated Recyclable Materials Processing Facilities designation are made; and the change shall be subject to the City's review and approval, which shall not be unreasonably withheld.

3.9.3 Approved Organic Waste Processing Facility

Contractor covenants that the Approved Organic Processing Facility is properly permitted to receive Organic Waste, and is in substantial compliance with all Applicable Law. Contractor shall deliver all Source Separated Green Container Organic Waste Collected in the City, including all Food Waste Collected in Green Containers, to the Approved Organic Waste Processing Facility in accordance with Applicable Law for Processing in a manner that complies with all Applicable Law. If any such delivery to the Approved Organic Waste Processing Facility would not result in City receiving credit in calculating its Diversion rate for having Diverted the Organic Waste from Disposal in a Landfill, another Facility must be selected. Contractor shall use commercially reasonable efforts to ensure that Organic Waste is Processed and used in a manner that is classified as Diversion. Contractor shall notify the City Manager in writing if changes in the Approved Organic Waste Processing Facility are made; and the change shall be subject to the City's review and approval, which shall not be unreasonably withheld.

3.9.4 Approved C&D Processing Facility

Contractor covenants that the Approved C&D Processing Facility is properly permitted to receive Construction and Demolition Debris and is in substantial compliance with Applicable Law. Contractor shall deliver all Construction and Demolition Debris Collected in City to the Approved C&D Processing Facility in accordance with Applicable Law, for Processing in a manner that complies with all Applicable Law. Contractor shall notify the City Manager in writing if changes in the Approved C&D Processing Facility are made; and the change shall be subject to the City's review and approval, which shall not be unreasonably withheld.

3.9.5 Approved Transfer Facilities

Contractor covenants that the Approved Transfer Facilities are properly permitted as transfer facilities and are in substantial compliance with Applicable Law. Contractor shall notify the City Manager in writing if changes in the Approved Transfer Facilities are made; and the change shall be subject to the City's review and approval, which shall not be unreasonably withheld.

3.9.6 Facility Requirements

Contractor shall use commercially reasonable efforts to ensure that the Approved Facilities that it owns and operates are properly permitted, and in substantial compliance with Applicable Law at all times during the Term of this Agreement. Contractor shall immediately inform the City Manager in writing in the event of any lack of a required permit or material non-compliance, and the City Manager, in the City Manager's sole discretion, may require the use of a different Disposal or Processing Facility, to be selected by Contractor and approved by City. The City Manager may also, in the City Manager's sole discretion, require the use of a different Facility at any time during the Term of this Agreement if the Approved Disposal Facility, an Approved Source Separated Recyclable Materials Processing Facility, the Approved Organic Waste Processing Facility, an Approved Transfer Facility or the Approved C&D Processing Facility (as the case may be) is found to not be in compliance with the provisions of this subsection 3.9.6 and the City Manager determines that the Approved Disposal Facility, Approved Source Separated Recyclable Materials Processing Facility, Approved Organic Waste Processing Facility, Approved Transfer Facility, or Approved C&D Processing Facility (as the case may be) is not in substantial compliance with Applicable Law due to Contractor's failure to materially comply with the terms of this Agreement or a finding by state or federal regulatory agencies that the applicable Facility is not in compliance with Applicable Law, including the Environmental Laws, as is unable to accept City's Solid Waste. Under no circumstances, however, shall a change in one or more of the Approved Facilities resulting from Contractor's failure to materially comply with the terms of this Agreement or a finding by state or federal regulatory agencies that the applicable Facility is not in compliance with Applicable Law under this Section 3.9.6 provide a basis for an increase in Rates.

3.9.7 Annual Route Audit

At least once annually and at no cost to City, Company must conduct an audit of its collection routes in the City. The annual route audit must be prepared in form and content acceptable to the City Manager and must include the truck identity, number of accounts serviced, number and size of containers, and the weight of the Solid Waste delivered to the transfer station or Disposal Site. Results of the annual route audit will be available for review by City.

ARTICLE 4.
OTHER SERVICES

4.1 Services and Customer Billing

4.1.1 Service Description

Contractor shall include in the annual notice required pursuant to subsection 4.3.2. D the rates charged to the Customer, annual Holiday schedule, Organic Waste and Recycling Diversion programs offered, and a general summary of services required to be provided under this Agreement, including the types of materials appropriate for each Collection Container, and optional services that may be furnished by Contractor.

4.1.2 Residential Billing Discounts

Contractor shall provide a senior citizen discount as set forth in Exhibit 1 to residents sixty-two (62) years of age or older who own or rent any Single Family Premises that receive Cart Collection Services. Contractor may request proof of residency and age from the Customer requesting the discount. Proof of residency and age may be obtained via Department of Motor Vehicles identification card or driver's license and standard utility billing invoices.

4.1.3 Billings to Accounts

- A. **Residential Cart Service.** Contractor shall directly bill all Residential Premises (including any charges for additional services where the rate can be determined in advance) on a bi-monthly basis, 30 calendar days in advance. Bills must be itemized by type of service. All bills must carry a due date and not "due upon receipt." To start service, new Customers shall pay a pro-rated amount for the first month's service. Customers shall be billed at amounts not to exceed the Rates set forth in Exhibit 1.
- B. **Commercial Services, Permanent Bin, and Roll-off Customers.** Contractor shall directly bill all Commercial Customers with permanent Bin Service or Roll-off Service (including any charges for additional services where the rate can be determined in advance) on a monthly basis, thirty (30) calendar days in advance. All bills must carry a due date and not "due upon receipt." To start service, new Customers shall pay a pro-rated amount for the first month's service in advance. Customers shall be billed at amounts not to exceed the Rates set forth in Exhibit 1.
- C. **Temporary Services.** Contractor shall bill Accounts monthly in arrears for temporary services and for fees for additional services where the amount cannot be determined in advance. Bills must be itemized by type of service. Payment is due within thirty (30) calendar days of the invoice date. Customers shall be billed at amounts not to exceed the Rates set forth in Exhibit 1.

- D. **Billing Format and Message Space.** Contractor's billing statement shall have space sufficient for City's messages to be printed on the paper and electronic versions of bills. This billing message space shall be available for any City purpose, up to four (4) lines, and be capable of printing three hundred and twenty (320) characters of text. Contractor shall print, at no cost to City, any messages that City requests in the message space required by this Agreement up to six (6) times per calendar year. All messages included in printed bills must be included within alternate payment preferences if an alternate payment method (e.g., electronic payment method) is requested by Customers.
- E. **Billing Insert.** The billing statement and envelope must be able to accommodate inserted paper messages of not larger than eight and one-half inches (8½") by eleven inches (11"), full color, double-sided. Up to six (6) times per calendar year, and at no cost to City, Contractor shall include any message insert provided by City into all bills sent to Customers. City will provide one digital camera-ready master copy of the insert. Contractor shall print City message inserts at its own expense on recycled content paper consistent with Applicable Law. Contractor shall make the billing insert available electronically to all Customers who utilize the alternate payment method, or by printed copy where needed for Customers who receive their billings by mail.

4.1.4 Account Delinquency

Contractor shall provide an Account with a notice of delinquency in the event of non-payment after sixty (60) calendar days from the date of a billing. Contractor may charge a Late Fee in an amount not to exceed the maximum amount set forth in Exhibit 1. Contractor will provide City a list of delinquent accounts upon written request.

Accounts that have not remitted required payment within sixty (60) calendar days from the date of billing shall be notified that Collection Services may be discontinued fifteen (15) calendar days from the date of notice if payment is not made before that time. If payment is not made by the expiration of that fifteen (15)-day period, Contractor may discontinue Collection Services forty-eight (48) hours thereafter. Contractor shall immediately notify the City Manager in writing of any such discontinuance of service.

Contractor shall resume Collection Services on the next regularly scheduled Collection day for any Account whose Collection Services was discontinued upon receipt of payment of all outstanding charges, including Late Fees, and the Activation Fee not to exceed the maximum amounts set forth in Exhibit 1. Contractor may not charge for Collection Services during any period in which Collection Services was suspended.

Contractor shall provide City with fourteen (14) calendar days' advance written notice prior to suspending Collection Services to any Single Family Customer or Multi-Family Customer. City reserves the right to require Contractor to continue to provide Collection Services to any Single Family or Multi-Family Customer if needed to avoid negatively impacting public health or safety. When requested by Contractor, City agrees to provide reasonable assistance in addressing account delinquencies.

4.2 Customer Service

4.2.1 Office Hours

- A. Contractor must establish and maintain a local business office within Ventura County. Office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Holidays. A responsible and qualified representative of Contractor must be available at the office during business hours for communication with the public. Normal office hours telephone numbers must be a toll free call. Contractor's telephone system must be adequate to handle the volume of calls typically experienced on the busiest days. Contractor must also maintain a toll-free telephone number for use during other than normal business hours. Contractor must have a customer service representative or a message service available at the after-hours telephone number. After-hours calls must be responded to during the next Business Day.
- B. Contractor must provide City staff with the phone number of a Contractor representative who may be reached twenty-four (24) hours a day, seven (7) days a week, at a location and number readily accessible to City representatives.

4.2.2 Website

Contractor's website must contain current relevant service information, an on-line payment option allowing Customers to directly pay Contractor, and current bill inserts. Contractor shall not charge an additional service fee for online payments other than a reasonable processing fee for credit card payments.

4.2.3 Missed Pick-ups

- A. **Cart Service.** When notified of a missed pick-up prior to 12:00 noon on a Business Day, Contractor must Collect all Discarded Materials placed out for Collection by any Customer in a Black Container, Blue Container and/or Green Container that same day. If notified after 12:00 noon, Contractor shall make the Collection no later than the next Business Day.
- B. **Bin and Roll-off Service.** When notified of a missed pick-up prior to 12:00 noon on a Business Day, Contractor must Collect all Solid Waste placed out for Collection by any Customer in a Bin or Roll-off Container that same

day, except in cases where access to Containers is blocked on the Customer's property. Otherwise, Contractor shall make the Collection no later than the next Business Day.

4.2.4 Complaint Documentation

- A. **General.** Contractor agrees to maintain a computer database log of all telephone and written Complaints received by Contractor from Accounts or other Persons. Daily logs of Complaints concerning Collection must be retained for a minimum of twenty-four (24) months and must be available to City at all times upon request. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer Complaints. Contractor agrees to document and maintain a form or log all Complaints registered by Accounts and persons, in accordance with this Section and Section 6.3.3.I. Contractor shall record Complaints received related to SB 1383 Regulatory non-compliance in its log in a manner further described in subsection A.1 below.
1. For Complaints received in which the Person(s) alleges that an entity is in violation of SB 1383 Regulations, Contractor shall document the information listed in Section 6.3.5.4. Contractor shall provide this information in a brief Complaint report to the City for each SB 1383 Regulatory non-compliance Complaint within five (5) Business Days of receipt of such Complaint, and a monthly summary report of SB 1383 Regulatory non-compliance Complaints in accordance with Section 6.3.5.A.
- B. **Log.** Contractor must log all Complaints received by telephone. This log must include the date and time the Complaint was received; name, address, and telephone number of caller; description of the Complaint; employee recording the Complaint; and the action taken by Contractor to respond to and remedy the Complaint. All written Customer Complaints and inquiries must be date-stamped when received. All Complaints must be initially responded to within one Business Day of receipt. Contractor must log action taken by Contractor to respond to and remedy all Complaints.
- C. **Retention.** All Customer service records and logs kept by Contractor will be retained for a minimum of twenty-four (24) months and must be made available to City upon written request and at no cost to City. City shall, at any time during regular Contractor business hours, have access to Contractor's customer service department for purposes that may include monitoring the quality of customer service or researching Customer Complaints.
- D. **Investigation of SB 1383 Regulatory Non-Compliance Complaints.** Contractor shall be responsible for investigating Complaints received that

an entity may not be compliant with SB 1383 Regulations within five (5) Business Days of the City's request by completing a "desk-top" review of records Contractor is required to maintain under this Agreement. Contractor shall provide City with the Account's then-current Service Level information and other documentation that may be useful in the investigation from records Contractor is required to maintain under this Agreement, such as records of the Account's two (2) most recent change(s) in Service Level and other Account service records.

4.2.5 Resolution of Customer Complaints

- A. Disputes between Contractor and its Customers regarding the services provided under this Agreement, including but not limited to, billing disputes for those services, may be reasonably resolved by the City Manager. The decision of the City Manager shall be final and binding.
- B. Intervention by City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this Section is intended to affect the remedies of third parties against Contractor.

4.2.6 Government Liaison

Contractor must designate in writing a "Government Liaison" who will be responsible for working with City's designated representatives to resolve Customer Complaints. City has the right to approve Contractor's choice of liaison.

4.3 Waste Generation/Characterization Studies, Public Education and Outreach, Contamination Monitoring Procedures, and Route Reviews

4.3.1 Waste Generation/Characterization Studies

Contractor acknowledges that City may be required periodically to perform Solid Waste generation and Disposal characterization studies to comply with Applicable Law. Contractor agrees to participate and to cooperate with City and its agents by providing information and records it is required to maintain under this Agreement, in the preparation of these studies at no additional cost to City, in a manner that complies with all Applicable Law.

4.3.2 Public Education and Outreach

- A. **General.** Contractor acknowledges that education and public awareness are essential elements of efforts to achieve the Diversion goals and requirements set forth in Applicable Law including, but not limited to, the SB 1383 Regulations. In order to promote public education, Contractor shall create public education materials and conduct education programs and activities described in this Section at its expense.

- B. **Program Objectives.** Contractor's public education and outreach strategy shall focus on improving Generators' understanding of the benefits of and opportunities for source reduction, Reuse, and Landfill Disposal reduction. In general, Contractor-provided public education and outreach, which shall include all content detailed in subsection D below, should: (i) inform Generators 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 Solid Waste Disposal; (ii) instruct Generators 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 Source Separated Organic Waste; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying products if the product and its packaging are not readily reusable, Recyclable, or compostable; (v) inform Generators 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; (vi) encourage the use of Compost; and, (vii) encourage Customers to purchase products/packaging made with Recycled-content materials. The cumulative intended effect of these efforts is to reduce each Generator's reliance on Contractor-provided Black Container Collection Services and, ultimately, Disposal, and Contractor agrees to support and not undermine or interfere with such efforts
- C. **Contractor Cooperation and/or Support for City Educational Efforts.** Contractor acknowledges that it is part of a multi-party effort to operate and educate the public about the integrated waste management system. Contractor shall cooperate and coordinate with City on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns. Contractor shall obtain approval from City on all Contractor-provided public education materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release as required by this Agreement. 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. City reserves the right to direct Contractor to modify the education and outreach program at any time. In such event, Contractor shall be eligible for a compensation adjustment under Section 2.8 provided that Contractor satisfactorily demonstrates to City pursuant to Section 5.3 that its costs have increased due to the modification of the education and outreach program. Any Rate Adjustment shall be in accordance with Section 5.3.

D. Specific Annual Educational Activities

1. Annual Notice of Requirements. Not less than once during each Rate Period, Contractor shall prepare and distribute to each Customer in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). The annual notice may be provided to Customers in the form of a billing insert as specified in Section 4.1.3.E. The mailer shall be provided to the City for approval prior to distribution. Such mailer shall be distributed by Contractor to all Residential and Commercial Customers as a billing insert. Contractor shall also make this notice available in an electronic format through Contractor's website.

E. Community Events

At the direction of City, Contractor must participate in and promote Recycling and other Diversion techniques at the community events and designated local activities listed in Exhibit 2, at no cost to City, by providing educational information promoting the goals of City's Solid Waste Diversion and Recycling programs.

- F. Non-English Language Requirements.** The Contractor shall make all public education and outreach materials required by this Section available in English and Spanish.

4.3.3 Contamination Monitoring Procedures

A. Container Inspection Methods.

Contractor shall monitor the presence of Prohibited Container Contaminants through the following inspection method:

Visual Inspections using the Contractor's Smart Truck[®] system. For Collection vehicles with automated Collection service, the Collection vehicle hopper shall be equipped with a video camera and monitoring system. The Contractor's personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination protocols in subsection 4.3.3.B. If the Contractor is unable to conduct contamination monitoring for the purposes of route reviews due to Smart Truck[®] system failures, the Parties will meet and confer to come to mutually agreeable terms for Contractor's monitoring of the presence of Prohibited Container Contaminants.

B. **Fee and Noticing Procedures for Residential and Commercial Customers.** Contractor may use electronic, digital, or visual image technology to visualize the contents of Blue Containers, Green Containers, and Black Containers to identify the presence of Prohibited Container Contaminants. Upon identifying Prohibited Container Contaminants in a Container, Contractor shall follow these contamination noticing procedures for Residential Customers:

1. **First and Second Occurrence.** For the first and second occurrence within a rolling twelve (12) month period of contamination of any Container, Contractor may Collect the contaminated Container and shall deliver to the Customer a contamination violation notice that contains instructions on the proper procedures for sorting of Discarded Materials and states that for third and subsequent incidents of contamination the Customer may be charged a Contamination Fee for the Contaminated Container. Contractor shall provide the contamination violation notice to the Customer by phone, U.S. mail, e-mail, text, or other electronic means..
2. **Third or Subsequent Occurrence.** For the third or subsequent occurrence within a rolling twelve (12) month period of contamination of any Container, Contractor may collect the contaminated Container and may charge the Customer a Contamination Fee as set forth in Exhibit 1. Contractor shall provide the contamination violation notice to the Customer by phone, U.S. mail, e-mail, text, or other electronic means.. City shall consult with Contractor and consider appropriate remedies (which may include legal remedies) against the offending Customer to discontinue the contamination.

C. **Service Exceptions for Excluded Waste; Notifications**

1. **Excluded Waste.** If Contractor's personnel observe Excluded Waste in any uncollected Container, Contractor's personnel shall notify the Customer of the nature of Excluded Waste identified (to the extent identifiable), and Contractor shall not be required to collect the Container that contains Excluded Waste. Contractor may, upon each instance of observed Excluded Waste in a Container, charge the Customer in accordance with subsection 4.3.3 D a Contamination Fee as set forth in Exhibit 1.
2. **Excluded Waste Reporting.** Contractor must notify all agencies having jurisdiction over Excluded Waste, as may be required by Applicable Law, including, but not limited to, notifying the California Department of Toxic Substances Control, Local Emergency Response Providers, and the National Response Center, of reportable quantities of Hazardous Waste that are found or observed in Solid Waste anywhere within the City. In addition to other required

notifications, if any substances are observed that Contractor's employees reasonably believe or suspect to contain Hazardous Waste and that have been unlawfully disposed of or released on any City property, including storm drains, streets, or other public rights-of-way, Contractor will immediately notify the City Manager in writing.

3. **Hazardous Waste Diversion Records.** Contractor must maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste and which was inadvertently Collected from Customers within the City, but Diverted from landfilling.

D. **Non-Collection Notice.** Upon identification of Prohibited Container Contaminants in any Container in excess of fifty (50) percent of the containers visible contents or Excluded Waste, Contractor shall not be required to Collect the Container. If a Container is not Collected due to contamination of the presence of Excluded Waste, Contractor shall provide a non-Collection notice to the Generator. The non-Collection notice shall, at a minimum: (i) inform the Customer of the reason(s) for non-Collection; (ii) include the date the notice was left or issued; (iii) describe the charge to the Customer for Contractor to return and Collect the Container after Customer removes the Contamination based on Rates set forth in Exhibit 1; and (iv) provide a warning statement that a Contamination Fee may be assessed if Prohibited Container Contaminants are observed on more than three (3) occasions in accordance with Section 4.3.3 B. The non-Collection notice shall include photographic evidence of the violation(s). Contractor's notice of non-Collection provided by phone, U.S. mail, e-mail, text, or other electronic means of such contamination.

Contractor shall submit a sample of its non-Collection notice to the City for approval prior to implementing use of it with Customers. Contractor shall notify the Jurisdiction in its monthly report of Customers for which non-Collection notices were provided.

E. **Disputes.** In the event of any dispute between a Customer and Contractor regarding an increase in the service levels relating to Prohibited Container Contaminants, the matter shall be resolved by the City Manager, whose decision shall be final. If a Customer disputes, in writing, an assessment of a Contamination Fee within thirty (30) days of the assessment, Contractor will temporarily halt any such assessment and Contractor may request a ruling by the City Manager to resolve the dispute. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of a Customer's written dispute, and Contractor must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the City Manager will rule on the dispute within ten (10) Business Days, and the City Manager decision resolving the dispute between Customer and Contractor will be final.

4.3.4 Route Reviews

Contractor shall, at its sole expense, on an annual basis, conduct Hauler Route reviews for Prohibited Container Contaminants in compliance with 14 CCR Section 18984.5(b) and Applicable Law. The Contractor may conduct Hauler Route reviews through the use of the Contractor's Smart Truck ® system or in a manner deemed appropriate by City and deemed safe by Contractor; and in a manner that results in all Hauler Routes being reviewed annually. Contractor shall conduct Hauler Route reviews that include inspection of the contents of Customers' Collection Containers for Prohibited Container Contaminants in a manner such that a minimum of one hundred seventy-five (175) and a maximum of two hundred seventy-five (275) Commercial Premises Containers and a minimum of five hundred (500) and a maximum of six hundred (600) Residential Premises Containers are inspected annually. Containers may be randomly selected along Hauler Routes. Contractor shall develop a Hauler Route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed Hauler Route review methodology to the City one (1) month prior to Hauler Route reviews describing the Contractor's proposed methodology for the upcoming Hauler Route reviews and schedule for performance of each Hauler Route's annual review. Contractor's proposed Hauler Route review methodology shall include its plan for Container inspections, and may also include its plan for prioritizing the inspection of Customers that are more likely to be out of compliance. City will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval. If City and/or CalRecycle notifies Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining City or CalRecycle approval, as applicable, implement the revised procedure.

- A. Upon finding Prohibited Container Contaminants in a Container, Contractor shall record each event of identification of Prohibited Container Contaminants in the on-board computer system including date, Customer's address, type of Container (Black, Blue, or Green Container); and maintain photographic evidence. Contractor shall submit this record to the Contractor's Customer service department, and Contractor's Customer service department shall update the Customer's account record to note the event, if the on-board computer system did not automatically update the Customer's account record. The Contamination Fee notice shall describe the contaminated material(s), instructions on the proper procedures for sorting of Discarded Materials, and indicate that the Customer may be charged a Contamination Fee.

- B. Contractor shall maintain records required under 14 CCR Section 18984.6 and Section 18995.1 related to its compliance under Section 6.3.5.A.4. Reports shall be provided to City within thirty (30) Business Days of generation.

ARTICLE 5.
CONTRACTOR COMPENSATION, RATES, AND FEES; CITY FEES

5.1 General

- A. The compensation provided for in this Article 5 shall be the full compensation due to Contractor under this Agreement for all labor, equipment, materials, supplies, taxes, insurance, bonds, overhead, Disposal, Transfer, profit, and all other things necessary to perform all services required by this Agreement.
- B. Contractor shall perform the duties described in this Agreement in consideration of the right to receive compensation for such services rendered at amounts not to exceed the Rates.
- C. Should the payment date for any fee payable by Contractor to City pursuant to this Article 5 fall on a Saturday, Sunday, or Holiday, payment shall be due on the next Business Day following.

5.2 Compensation to Contractor

- A. The initial rates set by Contractor for services provided pursuant to this Agreement shall not exceed the Rates set forth in Exhibit 1. The compensation paid to Contractor for services rendered from the Operative Date shall not exceed the Rates set forth in Exhibit 1, unless otherwise provided for herein or in a written amendment to this Agreement, or adjusted pursuant to Section 5.3. Unless and until the Rates set forth in Exhibit 1 are adjusted, Contractor shall provide the services required by this Agreement charging no more than the Rates and fees authorized by Exhibit 1, except as provided herein.
- B. The Parties agree that the rates to be charged by Contractor to Customers are set by Contractor as a private contractor in the marketplace. City's role with respect to rate setting is to establish rate ceilings for the protection of Customers given the exclusive status afforded Contractor by this Agreement and given the nature of the services it is to provide. Accordingly, the Parties agree that this Agreement shall be construed to maintain the status of the rates Contractor chooses to charge its Customers as privately-established rates and not as property-related fees within the scope of Article XIII D of the California Constitution ("Article XIII D") or taxes within the scope of Articles XIII A and XIII C Section 1 subd. e of the California Constitution.

- C. Notwithstanding the foregoing, at the City's election, in the City's sole discretion and without admitting the applicability of Article XIII D to the Rates to be charged by Contractor to Customers, City may determine to comply with Article XIII D and the Proposition 218 Omnibus Implementation Act (California Government Code Section 53750, et seq.) with respect to City's adjustment of the Rates set forth in Exhibit 1. In such case, adjustments to the Rates shall only be effective after the City Council approves the adjustments following the completion of proceedings under Article XIII D in the absence of a majority protest. If City makes such election, City agrees to promptly undertake proceedings required pursuant to Article XIII D upon the substantiation of the need for a Rate adjustment pursuant to subsection 5.3.1 or subsection 5.3.3.

5.3 Future Adjustments

5.3.1 Annual Rate Adjustment

- A. Beginning January 1, 2026 and on each January 1 thereafter, the Rates set forth in Exhibit 1, including all of Contractor's ancillary fees and charges set forth in Exhibit 1 or otherwise in this Agreement, shall be adjusted as set forth below. All requests for Rate adjustments shall be submitted by Contractor to the City Manager not less than ninety (90) days prior to a requested adjustment of the Rates and shall be accompanied by the proposed calculated adjustment to the Rates and supporting documentation satisfactory to the City Manager. Failure of Contractor to request an adjustment to the Rates pursuant to this subsection 5.3.1 in any year shall result in Contractor waiving its right to adjust the Rates for that year. The City Manager shall review the information submitted by Contractor for completeness and accuracy, and the Parties agree to negotiate in good faith regarding any dispute. No Rate adjustment pursuant to this subsection 5.3.1 shall become effective unless approved in writing by the City Manager.
- B. **Annual Consumer Price Index Adjustment.** The Rates set forth in Exhibit 1 will be subject to an annual CPI adjustment beginning January 1, 2026. Each CPI adjustment will be calculated by computing the average percentage upwards or downwards change, if any, in the CPI index for the twelve month annual period ending in August of each year, and multiplying the applicable amount to be escalated by seventy percent (70%) of that percentage upwards or downwards change in the CPI. This Rate adjustment shall be applied to the base Rate, which excludes the Franchise Fee and AB 939 fee, and is subject to the limitations in subsection 5.3.1. By way of example, the calculation to determine the CPI multiplier is as follows:

- | | |
|---|-------|
| 1. Current year CPI, Annual Average (ending August) | 224.6 |
|---|-------|

2.	Previous year CPI, Annual Average (ending August)	221.4
3.	Change in index (Line 1 minus Line 2)	3.2
4.	% increase $(3.2 \div 221.4 = .0144) \times 70 =$	1.00%

As used herein, the Annual Average is comparing the average percentage upwards or downwards change, if any, in one 12-month period against another 12-month period.

- C. **Landfill Tipping Fee Adjustment.** The Rates listed below shall be adjusted to reflect changes in the landfill tipping fee. The tipping fee adjustment shall be equal to thirty percent (30%) of the amount derived by multiplying the percent change in the tipping fee from the prior year by the previous Rate. This Rate adjustment shall be applied to the base Rate, which excludes the Franchise Fee and AB 939 fee, for the following Rates contained in Exhibit 1: residential service, trash Cart upgrades, additional trash Carts, Move in/Move Out, Commercial and Multi-Family Bins, temporary trash Bins, and temporary trash Roll-offs.
- D. **Adjustment Limitations.** Notwithstanding the above, the Rate adjustment may not result in a decrease in the Rates, or an increase for any given annual adjustment by more than five percent (5%). In the event the formulas set forth above would have allowed for a greater than five percent (5%) increase, or a decrease, in any given year, the unused percentage increase or decrease otherwise permitted shall be carried over until such time as it may be applied without violating the provisions of this subsection. However, if the deferred percentage cannot be fully carried over as part of the next adjustment due to the five percent (5%) maximum increase or zero percent (0%) maximum decrease, any unused increment would carry over to the subsequent annual adjustment until fully utilized.

5.3.2 NOT USED

5.3.3 Extraordinary Rate Adjustment.

In addition to the annual adjustment provided for in subsection 5.3.1, beginning with the Rate Period commencing on January 1, 2026, but not more often than annually, Contractor may apply for an increase in the Rates if Contractor can demonstrate that Contractor's operational costs have materially increased in an amount greater than the adjustments made pursuant to subsection 5.3.1. For purposes of this subsection, the determination of whether operational costs increased by an amount greater than the adjustments pursuant to subsection 5.3.1 will be calculated based on the full amount of the percentage change in the CPI per subsection 5.3.1.B, as if the five percent (5%) limitation in subsection 5.3.1.B was not applied.

For the purpose of this subsection, operational costs may include but are not limited to: motor vehicle fuel; insurance; Contractor's personnel costs (salaries and benefits); equipment repair costs; landfill and Processing fee; tipping fees; equipment purchases; and Recyclable Materials market conditions, including commodity values, Transportation costs, Processing costs for Organic Waste, and materials Processing costs for Recyclable Materials to return to the market. When applying for an increase, Contractor shall submit to City information, in writing, in support of the adjustment.

Contractor shall submit non-confidential and non-proprietary, data reasonably requested in the format prescribed by the City Manager. The City Council shall review the information submitted by Contractor, and in its reasonable judgment, make the final determination on the appropriate amount of any adjustment. City may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary Rate adjustment request. Notwithstanding the preceding sentence, a requested adjustment may not be denied in connection with changed or additional services and/or changed or additional obligations under Section 2.8; any change in Applicable Law affecting Contractor's operations; increases in contractor street sweeping costs in Section 3.3.5 or changes in any state or local government fees, charges, and/or surcharges related to Solid Waste or the services provided by Contractor, provided that Contractor satisfactorily demonstrates to City that its costs have increased due to any of the foregoing reasons. Any such Rate adjustment approved by the City Council shall become effective at a time designated by the City Council.

5.3.4 Notice of Rate Increase

Contractor shall provide all Customers with advance written notice of Contractor's rate increases, in the form of a bill insert, at least fifteen (15) calendar Days prior to the effective date of such increases.

5.3.5 Rate Invalidation Procedures

If a Rate adjustment requested per this Section 5.3 is determined by City Manager to be accurately calculated in accordance with this Section, and was approved by the City Manager or City Council, as applicable, or would otherwise have been approved by the City Manager or City Council, as applicable, but is prevented from implementation due to Applicable Law, a successful legal challenge, or (if the City Council determines, in the City's sole discretion, to comply with Article XIII D and the Proposition 218 Omnibus Implementation Act (California Government Code Section 53750, et seq.) with respect to City's adjustment of the Rates set forth in Exhibit 1), a valid majority protest pursuant to Article XIII D, then the Parties will meet and negotiate in good faith to resolve the issue, including (i) revisions to the Rates or City payment that may be acceptable to Contractor and/or (ii) adjustments to the services and programs in order to provide minimum State mandated services and programs within the then existing Rates. If the Parties cannot resolve the issue within thirty (30) calendar days, Contractor is permitted to terminate this

Agreement upon sixty (60) calendar days' written notice to City. During such period, Contractor will cooperate with City to transition services to City or its designee.

5.4 Most Favored City

Only with respect to base Rates for three-Container Cart service provided to Single-Family Premises Customers, Contractor agrees that, should it or its Affiliate provide comparable integrated waste management services in the City of Simi Valley during the Term of this Agreement, for rates (net of franchise fees or other fees) lower than those charged by Contractor in the City, the base rates charged to Residential Customers in the City of Moorpark for three Container Cart service shall be reduced to an amount not greater than the amount charged to customers in the City of Simi Valley. For purposes of this Section 5.4, "comparable integrated waste management services" shall mean base service provided to Single-Family Premises (or their equivalent in Simi Valley) using a three-container system for the Collection of Black Container Waste, Source Separated Recyclable Materials and Source Separated Green Container Organic Waste not less than once per calendar week, at generally similar frequencies, and using generally similar equipment and facilities. Contractor shall promptly provide City with a copy of its current franchise agreement with the City of Simi Valley upon City request, at no additional cost to City.

5.5 Franchise Fee

City and Contractor acknowledge that fees owed by Contractor under this Section 5.5 and under Section 5.6, below, are the product of extensive negotiations and constitute valid consideration for the rights and privileges granted to Contractor under this Agreement.

- A. Contractor shall pay to City a Franchise Fee of twelve percent (12%) of Gross Receipts from Residential Premises and eight percent (8%) percent of Gross Receipts from Commercial Premises. All fees shall be payable by Contractor to City, on a quarterly basis, no later than the 15th day of the following quarter. Should the 15th day fall on a Saturday, Sunday, or Holiday, payment shall be due on the next calendar day following. Fees not received by City by the date due shall be subject to a late penalty fee of Five Hundred Dollars (\$500.00) and a penalty in an amount equal to two percent (2%) of the total amount due if fees are one through ten (1 -10) days late; and ten percent (10%) of the total amount due if fees are more than ten (10) days late, except to the extent that such lateness is due to extenuating circumstances.
- B. In the event this Agreement expires or is terminated, the balance due of any unpaid Franchise Fees shall be paid within thirty (30) calendar days after the date services are terminated.

- C. Commencing December 31, 2025, and each December 31 thereafter, Contractor shall deliver to City its estimate of Contractor's Gross Receipts for the next calendar year, so that City may budget for the amount of the Franchise Fee City can anticipate receiving during the next calendar year.

5.5.1 NOT USED

5.5.2 Disputes Regarding Franchise Fee Remittances

No acceptance of any payment by City of the Franchise Fee shall be construed as an accord that the amount is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim City may have against Contractor for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recomputation by City. If, after audit, such recomputation indicates a fee underpayment, Contractor shall pay to City the amount of the underpayment within ten (10) calendar days of receipt of written notice from City that such is the case. In addition, Contractor shall pay interest on any underpayment as provided in subsection 5.5.A. Such interest shall commence accruing on the date the underpayment would have originally been due. Further, if, after audit, such recomputation indicates a Franchise Fee underpayment of more than two and one-half percent (2½%), Contractor shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and recomputation within ten (10) calendar days of receipt of written notice from City that such is the case. If, after audit, such recomputation indicates a Franchise Fee overpayment, City shall notify Contractor in writing of the amount of the overpayment. Contractor may offset the payment or payments (as appropriate) in the next payment due following receipt of such notice by the amount specified therein. In case of dispute between City and Contractor regarding any amounts due, Contractor shall pay the amount claimed by City as due and notify City in writing at the time of payment as to any portion that is paid under protest, specifying the basis of its claim of overpayment.

5.6 City Fees

5.6.1 Agreement Administrative Costs

Upon the Effective Date, Contractor shall make a one-time payment of Two Hundred Fifty Thousand Dollars (\$250,000.00) to reimburse City for expenses incurred in connection with negotiating and entering into this Agreement.

5.6.2 AB 939 Fees

- A. Contractor shall pay to City an AB 939 fee of One Dollar and Twenty Cents (\$1.20) per month per regular full service Residential Account, One Dollar and Fourteen Cents (\$1.14) per month per thirty-two (32)-gallon Cart Service/Limited Service Residential Account, Ninety-Five Cents (\$0.95) per thirty-two (32)-gallon Senior Cart Service Residential Account, and eight percent (8%) of Gross Receipts from Commercial Premises. Contractor

shall pay the AB 939 fee at the same time as the Franchise Fee pursuant to Section 5.5.

- B. In the event this Agreement expires or is terminated, the balance due of any unpaid AB 939 fees shall be paid within thirty (30) calendar days after the date services are terminated.

5.6.3 Annual Impact Fee

On July 1, 2025, and each July 1 thereafter, Contractor shall pay to City an annual impact fee of One Hundred Eighty-Seven Thousand and Three Hundred Dollars (\$187,300.00) to compensate City for impacts to its infrastructure from Contractor's activities. The expenditure of funds shall be at the discretion of City.

5.6.4 Household Hazardous Waste Contribution

On July 1, 2025, and each July 1 thereafter, Contractor shall pay to City a Household Hazardous Waste contribution of Thirty-Five Thousand Dollars (\$35,000.00) to offset City's expenditures associated with Collection and Disposal of Household Hazardous Waste. This annual contribution amount shall be adjusted by CPI in the same manner that the rates are adjusted in accordance with subsection 5.3.1.B.

5.6.5 Annual Rate Review Reimbursement

On or before November 1, 2025, and each November 1 thereafter, Contractor shall pay to City Two Thousand and Seven Hundred Dollars (\$2,700.00) to reimburse City for expenses incurred in reviewing, calculating, preparing reports, correspondence, and implementing the annual rate adjustments.

5.6.6 Late Payment

The provisions set forth in subsection 5.5.A with respect to late payment of the Franchise Fee shall also apply to fee payments made in accordance with subsections 5.6.2, 5.6.3, 5.6.4, and 5.6.5.

5.7 Grants

From time to time, federal, state, or local agencies including City may provide to Contractor grants to assist in financing qualified programs provided by Contractor (including, without limitation, grants for Diversion programs and related equipment, alternative fuel vehicles and equipment, and Household Hazardous Waste Collection/Disposal). Contractor and City shall coordinate grant application and administration efforts as they may arise.

ARTICLE 6.
RECORDS, REPORTS AND INFORMATION REQUIREMENTS;
PERFORMANCE REVIEW

6.1 General

Contractor shall at its sole expense maintain such full, complete, and separate accounting, statistical, and other records prepared in accordance with generally accepted accounting principles, related to its performance under this Agreement as may be necessary to develop the financial statements and other reports required by this Agreement. Gross Receipts derived from the provision of Solid Waste Collection Services, whether performed by Contractor or a subcontractor or subcontractors, shall be recorded as revenues in the accounts of Contractor. City reserves the right to request audited, reviewed or compiled financial statements prepared by an independent Certified Public Accountant, or as may be provided by Contractor or its parent company. In the event Contractor does not maintain separate financial or accounting records prepared specifically for services provided under this Agreement, Contractor may use industry standard allocation methods to provide financial information as applicable to the service provided under this Agreement. Contractor shall also maintain records to support requests it may make to City, and to respond to requests of the City, and to help City fulfill its obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, SB 1383, SB 54, and other current or future Federal, State, or local regulations. Upon the written direction of City, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of this Agreement must be adjusted in content, number, format, or frequency. In such event, Contractor shall be eligible for a compensation adjustment under Section 2.8 provided that Contractor satisfactorily demonstrates to City pursuant to Section 5.3 that its costs have increased due to the City's request. Any Rate adjustment shall be in accordance with Section 5.3.

6.2 Records

6.2.1 General

Contractor must maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City regarding the performance of Contractor's obligations under this Agreement. Adequate security must be maintained to protect records from events that can reasonably be anticipated, such as a fire, theft, or earthquake. Electronically-maintained data and records must be protected and backed up. All records shall be maintained for seven (7) years (or such longer period if required by Applicable Law), and the last seven (7) years of records must be maintained for an additional seven years (7) after the expiration or termination of this Agreement (or such longer period if required by Applicable Law).

The records of Contractor shall be made available to City and its official representatives during normal business hours. City may review, audit, copy, and inspect or use any of the records described in this Article for the purposes set forth in Section 6.2.

6.2.2 Solid Waste Service Records

Contractor shall maintain all records relating to the following matters:

- A. Subject to state and federal privacy laws, Customer service names and addresses.
- B. Customer service days.
- C. Facilities, equipment, and personnel.
- D. Log of Complaints and actions taken to remedy various issues.
- E. Reported missed pick-ups.
- F. Damage to public and/or private property in connection with performed services.
- G. Number and sizes of Black, Blue and Green Containers.
- H. Tons Collected, Processed, Recycled, Diverted, and Disposed of by type of service, waste stream, and Customer.
- I. Weight of each category of Recyclable Materials recovered at a MRF.

6.2.3 Material Records

Contractor must maintain records of the quantities of: (i) Black Container Waste Collected and Disposed under the terms of this Agreement, (ii) Recyclable Materials, by type, Collected, purchased, Processed, sold, donated or given for no compensation, and Residue disposed under this Agreement, and (iii) Organic Waste, by type, Collected, purchased, Processed, sold, donated or given for no compensation, and Residue disposed under this Agreement. If Contractor ceases to provide Solid Waste Collection Services to City, Contractor must submit to the City Manager all records pursuant to this Agreement within thirty (30) calendar days after discontinuing service. These records must be in a chronological and organized form and capable of being readily interpreted in a format acceptable to the City.

6.2.4 Other Program Records

Records for other Solid Waste programs and services will be tailored to specific needs. In general, they will include:

- A. Plans, tasks, and milestones; and
- B. Accomplishments, such as activities conducted, quantities of products used, produced or distributed, and numbers of participants and responses.

6.3 Reports

6.3.1 General

- A. Records must be maintained in a format that facilitates the use of data contained in them to structure reports, as needed, that can be used, among other things, to:
 - 1. Evaluate the efficiency of operations.
 - 2. Evaluate past and current progress towards achieving the Act's goals and objectives.
 - 3. Determine the needs for adjustments to Solid Waste programs.
 - 4. Evaluate Customer service and Complaints.
 - 5. Calculate fees based on the Local Street Access Agreement described in subsection 2.5.F.
- B. City will provide sample report formats, but Contractor may propose report formats that are responsive to the objectives of each report. The format of each report requires approval by City. Contractor shall submit all reports on thumb drives or DVD, or by electronic means in a format that is compatible with City's software and computers at no additional charge, if requested by City. When requested by City, an authorized Contractor official shall certify, under penalty of perjury, that the report being submitted is true and correct.
- C. Monthly and quarterly reports must be submitted within thirty (30) calendar days after the end of a month or quarter, as applicable. Should the 30th day fall on a Saturday, Sunday, or Holiday, the report shall be due on the next calendar day following. If requested, Contractor's Complaint summary, described in subsection 6.3.3.I, shall be sent to the City Manager within five (5) calendar days of request. Annual reports must be submitted on or before March 31 following the reporting year.

All reports will be submitted to:

If by mail:

City Manager
City of Moorpark
323 Science Drive
Moorpark, CA 93021

If electronically:

SolidWaste@moorparkca.gov

6.3.2 Monthly Reports

The following information is the minimum required to be reported monthly and may be submitted electronically:

- A. Tons of Solid Waste collected by Contractor for the previous month sorted by type of material, type of Account (Residential, Commercial, Multi-Family, Roll-offs) and the Facilities where the tonnage was Processed or Disposed.
- B. Customers for which Contamination Fees were assessed including Account name, Account address, and amount charged.

6.3.3 Quarterly Reports

The following information is the minimum required to be reported quarterly and may be submitted electronically:

- A. Number of Cart Service Accounts billed by Contractor, including the number of Accounts at each Service Level and the percentage of Accounts participating in the Recycling program and the Organic Waste program.
- B. Number of Multi-Family Bin or Roll-off Service Accounts billed by Contractor, including the percentage of Accounts participating in the Recycling program and the Organic Waste program.
- C. Number of Commercial Accounts billed by Contractor, including the percentage of Commercial Accounts participating in the Recycling program and the Organic Waste program.
- D. Statement showing kinds of Recyclable Materials collected and the quantity sold (in Tons) and/or Disposed of.
- E. Number of Bulky Items pick-ups completed.
- F. Number of missed collections reported to Contractor.

- G. Copies of promotional and public education materials sent during the preceding quarter, also to include the dates materials were provided and number of Accounts receiving the materials.
- H. Copies of Hazardous Waste Diversion records showing types and quantities, if any, of Hazardous Waste that was inadvertently Collected, but Diverted from landfilling.
- I. Complaint summary for the quarter, identifying the nature of Complaints.
- J. Other information or reports that City may reasonably request.
- K. If requested by City, weight totals for material Collected at events sponsored or co-sponsored by City including percent of total material Diverted from the Landfill.

6.3.4 Annual Report

The annual report may be submitted in electronic format and shall combine the information contained in the monthly and quarterly reports and shall also include:

- A. A complete inventory of equipment used to provide all services (such as vehicles and whether they comply with Ventura County Air Pollution Control District and California Air Resources Board requirements, Containers by size, and the waste stream from each type of Container).
- B. Subject to State and federal privacy laws, a list of all Accounts billed by Contractor, including service address, billing address, and service levels, i.e., number of Carts in service by type of service (Black Container Waste, Source Separated Recyclable Materials, Source Separated Green Container Organic Waste), size (32-, 64- or 96-gallon), and additional Cart charges; and for Bins and Roll-off Service, the number and size of Containers, and type and frequency of service.
- C. The Annual Audit required under Section 3.10.
- D. Material Records required under subsection 6.3.2.A.
- E. A calculation of Street Sweeping Credit Hours as described in Section 1.8 of Exhibit 3.
- F. General information about Contractor, including a list of officers and directors, and the most recent annual report and other periodic public financial reports of Contractor or Contractor's parent guarantor.

6.3.5 SB 1383 Reporting

Commencing on the Effective Date, Contractor shall provide the following:

A. **Monthly Reports.** Contractor shall on a monthly basis report the following to City, with each monthly report including a year-to-date summary page as well as the data submitted from the monthly report(s) submitted in the previous calendar year:

1. Total quantities in Tons of Diversion in a manner that complies with the Applicable Law and is acceptable to CalRecycle.
2. All invoices or similar record verification for all procurement of Mulch and/or Compost pursuant to this Agreement.
3. Copies of all documentation of Route reviews conducted pursuant to Section 4.3.4 which shall include:
 - The number of route reviews conducted and a summary thereof;
 - The name or account name of each person or entity;
 - A description of the Hauler Route and addresses covered by a route;
 - The date and/or dates the route review was conducted;
 - The person or persons who conducted the action;
 - The Contractor's findings regarding compliance, including and educational materials that were issued;
 - Any relevant evidence supporting, such as photographs and account records;
 - A description of the locations of the Route reviews and the addresses where Prohibited Container Contaminants are found;
 - Copies of all notices issued to Customers with Prohibited Container Contaminants;
 - Documentation of the number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants;
 - A description of the process used for determining the level of contamination; and
 - A summary of Contamination Fees assessed, broken down by Customer type and amounts.

4. A report listing all SB 1383 Regulatory Non-Compliance Complaints asserting lack of compliance with SB 1383 or the SB 1383 Regulations and the following information:
 - If the Complaint is not anonymous, the name and contact information of the complainant.
 - The identity of the alleged violator, if known.
 - A description of the alleged violation including location(s) and all other relevant facts known to the complainant.
 - The identity of any witness, if known; and
 - Documentation of “desk top” compliance reviews conducted.
5. Public Education and Outreach Report:
 - A copy of all education and outreach materials provided to Customers, or otherwise used for education and outreach efforts in accordance with this Agreement, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media posts;
 - A record of the date and to whom the information was disseminated or direct contact was made, in the form of a list that includes: the Customer’s name or account names, the type of education or outreach received; the distribution date, and the method of distribution;
 - For any mass distribution through mailings or bill inserts, the Contractor shall maintain a record of the date, a copy of the information distributed, and the type and number of Accounts that received the information;
 - A copy of electronic media, including the dated posted of: social media posts, e-mail, communications, or other electronic messages.

B. **Quarterly and Annual Reports.** Contractor shall on a quarterly basis, and an annual basis provide a summary of the information required in the monthly reports, and such other information and/or back up data Contractor is required to maintain under this Agreement as may reasonably be requested by City to enable it to comply with its obligations under Applicable Law.

1. Contractor shall provide quarterly to the City a list of all Commercial, Multi-Family, and Residential Accounts including, but not limited to: Account name, service address, SB 1383 compliance status, and a detailed list of services including a list of Container types, Container capacity, and Container Collection frequency.
2. Contractor shall provide quarterly a list of Tier One and Tier Two Commercial Edible Food Generators, Food Recovery Organizations and Food Recovery Services located and operating in the City.

6.4 Adverse Information

- A. **Reporting Adverse Information.** Contractor must provide to City a copy of all reports, pleadings, applications, notifications, notices of violation, or other communications that materially and adversely affect Contractor's performance of services under this Agreement, that are submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission, or any other federal, state, or local agency, including any federal or state court. Copies must be submitted to City simultaneously with Contractor's filing or submission of such matters to those agencies. Contractor's routine correspondence to those agencies need not be submitted to City but must be made available to City promptly upon City's written request.
- B. **Failure to Report.** The refusal or failure of Contractor to file any required reports, or to provide required information, or the inclusion of any materially false or misleading statement or representation by Contractor in any required report, will be deemed a material breach of this Agreement, as described in subsection 8.1.4, and will subject Contractor to all remedies that are available to City.

6.5 Right to Inspect Records

City has the right to inspect or review specific documents or records that are required under this Agreement, and that City, in its reasonable discretion, deems necessary to evaluate annual reports, monthly reports, compensation adjustment applications, and Contractor's performance.

6.6 Periodic Review

City will periodically review Contractor's performance based on Contractor's log of Customer Complaints, timely payment of sums due, statistical reporting, program progress, etc.

6.7 Performance Review

- A. City, at its sole discretion, may require up to three times during the Term of this Agreement, a performance review subject to the terms and conditions of this Section 6.7. A qualified firm under contract to City shall perform the performance review; provided, however, that such qualified firm shall agree to enter into a reasonable non-disclosure agreement to protect Contractor's Intellectual Property prior to beginning the performance review. City, in its sole discretion, shall select the qualified firm to conduct the performance review.
- B. The costs of the performance review shall be equally shared by Contractor and City, except that Contractor shall not be obligated to pay more than Two Thousand and Five Hundred Dollars (\$2,500.00) for any one performance review. Notwithstanding the preceding sentence, if the performance review finds a material breach or default in Contractor's performance, Contractor shall in a timely manner reimburse City the total cost of the performance review within ten (10) calendar days of written demand from City.
- C. The performance review shall address all appropriate areas, including, but not limited to, the following areas, and shall provide specific recommendations, as appropriate, for improvement in each area:
 - 1. Compliance with the terms of this Agreement and Applicable Law.
 - 2. Overall organizational structure, management systems, and procedures.
 - 3. Efficiency of Collection operations, including an analysis of routes, schedules, and the impact to Agreement requirements.
 - 4. Staffing practices, including the deployment of management and supervisory personnel.
 - 5. Financial management practices, including Contractor's billing and Collection system and its policies with regard to uncollected Accounts.
 - 6. Personnel management practices, including compensation policies and the resolution of employee grievances.
 - 7. Employee job and safety training and management of Hazardous Waste.
 - 8. Procedures for receiving and resolving Customer Complaints and concerns.

9. Procedures for the acquisition, maintenance, safety check, and replacement of equipment.
 10. Utilization and management of Facilities, equipment, and personnel.
- D. Contractor shall cooperate fully with the performance review, and provide (or with respect to Contractor's Intellectual Property, make available for review at its local office) within thirty (30) calendar days of request, all operational, financial, and other information reasonably necessary for purposes of conducting the performance review. Contractor's failure to cooperate or provide all requested information shall be considered an event of default.
- E. In conjunction with any performance review, City reserves the right to require changes to Contractor's operations, which City determines to be necessary or appropriate by reason of the findings or results of the performance review to carry out the intent of the terms and conditions of this Agreement.

ARTICLE 7.
INDEMNIFICATION, INSURANCE AND BONDS

7.1 Indemnification

- A. Contractor shall indemnify and hold harmless City, its elected and appointed boards, officials, commissions, officers, employees, volunteers, contractors, and agents (collectively, "Indemnitees"), from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or in equity of every kind and description (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, subsidiaries, or subcontractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents, subsidiaries, or subcontractors to comply in all respects with the provisions of this Agreement, Applicable Law (including, without limitation, Environmental Laws), ordinances and regulations, or applicable permits and licenses; or (3) the acts of Contractor, its officers, employees, agents, subsidiaries, or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, Environmental Laws). The foregoing indemnity applies regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death, or damage is also caused in part by any of the Indemnitees' negligence, but does not extend to matters resulting from the Indemnitees' sole negligence or willful misconduct. Contractor further agrees to and will, upon demand of City, at Contractor's sole cost and expense, defend (with attorneys acceptable to City) the Indemnitees

against any claims, actions, suits in law or in equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the events referenced above.

- B. Contractor, upon demand of City, made by and through the City Attorney, shall protect City and appear and defend the Indemnitees in any claims or actions by third parties, whether judicial, administrative, or otherwise, including, but not limited to, disputes and litigation over the definitions of "Solid Waste" or "Recyclable Material," or the limits of City's authority with respect to the grant of licenses or agreements, exclusive or otherwise, asserting rights under the Dormant Commerce Clause or federal or state laws to provide Solid Waste services in the City. This provision shall survive the expiration of the Term during which Collection Services are to be provided under this Agreement. City and Contractor will confer following any trial to decide jointly whether to appeal or to oppose any appeal. If City and Contractor jointly agree to appeal, or to oppose any appeal, City and Contractor will share equally the costs of appeal. Should either City or Contractor decide to appeal, or to oppose an appeal, and the other decides not to appeal, or to oppose an appeal, the Party that decides to appeal, or to oppose an appeal, will bear all fees and costs of the appeal or the opposition to the appeal. The foregoing obligations will not apply to the extent of City's sole negligence or willful misconduct.
- C. Contractor shall indemnify and hold harmless Indemnitees, from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or in equity of every kind and description related to the cyber liabilities listed below. Contractor, upon demand of City, made by and through the City Attorney, shall protect City and appear and defend the Indemnitees in any claims or actions by third parties, whether judicial, administrative, or otherwise with respect to the items listed below. This provision shall survive the expiration of the Term during which Collection Services are to be provided under this Agreement. The foregoing indemnity applies regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death, or damage is also caused in part by any of the Indemnitees' negligence, but does not extend to matters resulting from the Indemnitees' sole negligence or willful misconduct. City and Contractor will confer following any trial to decide jointly whether to appeal or to oppose any appeal. If City and Contractor jointly agree to appeal, or to oppose any appeal, City and Contractor will share equally the costs of appeal. Should either City or Contractor decide to appeal, or to oppose an appeal, and the other decides not to appeal, or to oppose an appeal, the Party that decides to appeal, or to oppose an appeal, will bear all fees and costs of the appeal or the opposition to the appeal.
1. Liability arising from the theft, dissemination, and/or use of a Customer's confidential or personally identifiable information;

including credit monitoring and regulatory fines arising from such theft, dissemination, or use of the confidential information.

2. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
 3. Liability arising from the failure of technology products (software) required for Contractor to properly perform the services intended.
- D. Contractor's duty to indemnify and defend against the above-referenced events arising during the Term of this Agreement, and as it may be extended, shall survive the expiration or earlier termination of this Agreement.

7.2 Hazardous Substances Indemnification

Contractor must defend with counsel reasonably acceptable to City, indemnify, protect, and hold harmless the Indemnitees from and against all claims, damages (including but not limited to special, consequential, natural resources, and punitive damages), injuries, costs, (including without limitation all response, remediation, and removal costs), losses, demands, claims, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorneys' fees for the adverse party, and expenses (including without limitation attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, the Indemnitees arising from or attributable to the acts or omissions of Contractor, its officers, directors, employees, subsidiaries, or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement in connection with any Hazardous Substance, Hazardous Waste, Household Hazardous Waste that has been generated, Collected, stored, Transported, or Disposed of in the City, including without limit Damages arising from or attributable to any repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan (regardless of whether undertaken due to governmental action). 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. § 9607(e); Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq.; and California Health and Safety Code Section 25364, to defend, protect, hold harmless, and indemnify the Indemnitees from liability. This provision is in addition to all other provisions in this Agreement and will survive the end of the Term of this Agreement. The foregoing indemnity applies regardless of whether such Damages are also caused in part by any of the Indemnitees' negligence, but does not extend to matters resulting from the Indemnitees' sole negligence or willful misconduct. The liability of Contractor under this Section 7.2 is not limited to the limits of the policies of insurance provided for under Section 7.5. The foregoing obligations will not apply with

respect to any facility designated by City under Section 3.9 except for facilities owned and operated by Contractor or its Affiliate.

7.3 Reduction of CERCLA and Other Liabilities

City and Contractor agree to meet annually, at the request of City, to discuss ways to reduce potential CERCLA and other liabilities to third parties.

7.4 Indemnification for Failure to Meet Diversion Requirements

Subject to the requirements of Public Resources Code Section 40059.1, which shall control in the event of any conflict with the provisions of this Section, Contractor shall indemnify and hold harmless City from and against all fines and penalties imposed by CalRecycle if the source reduction and Recycling goals, or any other requirements of the Act or similar legislative reenactments, are not met by City except to the extent caused by the City's sole negligence or willful misconduct. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor shall be responsible for engaging consultants and/or attorneys to represent City in any challenge. Contractor shall also be responsible for the retention of and payment to any consultants engaged to perform waste generation studies (Diversion and Disposal). All consultants and/or attorneys engaged hereunder are subject to the mutual agreement of City and Contractor.

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

- A. Contractor's obligation to indemnify City shall not be enforceable if the state-imposed penalty is based solely upon the failure of City to establish and maintain a source reduction and recycling element pursuant to the Act.
- B. No payment required under Contractor's obligation to indemnify City may exceed that portion of any penalty assessed by the state against City that was attributable to Contractor's breach of or noncompliance with an express obligation or requirement. Further, Contractor shall not be liable under the indemnity obligation to the extent that Contractor's breach or noncompliance resulted from City's action or failure to act, determined as a result of judicial review, hearing, or appeal to CalRecycle.

7.5 Insurance

Contractor must maintain in force for the term of this Agreement the policies of insurance specified in this Section. City does not waive any rights against Contractor that it may have under the above-referenced hold harmless provisions because of acceptance by City of the insurance policies, or the deposit with City by Contractor of the insurance certificates or endorsements, described below.

- A. **Minimum Scope of Insurance.** Coverage must be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage (“Occurrence” form CG 0001).
2. The most recent editions of Insurance Services Office form number CA 0020 covering Automobile Liability, Code 1 “any auto”.
3. Workers’ Compensation insurance (as required by the Labor Code of the State of California) and Employers Liability insurance.

B. Minimum Limits of Insurance. Contractor must maintain in force for the term of this Agreement limits no less than:

1. General Liability: Ten Million Dollars (\$10,000,000.00) limit per occurrence, for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this project location or the general aggregate limit will be twice the required occurrence limit.
2. Automobile Liability: Five Million Dollars (\$5,000,000.00) per accident for bodily injury and property damage.
3. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000.00) per accident.
4. Pollution Liability: Pollution Liability insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than Five Million Dollars (\$5,000,000.00) per claim and in the aggregate.
5. Contractor agrees that, should it provide greater insurance coverage for a neighboring city during the term of this Agreement, then Contractor shall provide the same insurance coverage to City. For the purposes of this Section 7.5, “neighboring city” shall mean the City of Simi Valley.

C. Deductibles and Self-Insured Retentions. In the event that City believes that Contractor is unable or unwilling to pay any deductibles or self-insured retentions, Contractor shall procure a bond guaranteeing payment of all losses and expenses of related investigations, claims administration, and defense in the amount of those deductibles or self-insured retentions.

D. Other Insurance Provisions. The policies must contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.
 - (a) City and its officers and employees are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and vehicles owned, leased, hired or borrowed by Contractor. The coverage must contain no limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, agents or volunteers. Contractor may comply with this requirement via a blanket form endorsement.
 - (b) The automobile liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.
 - (c) Contractor's insurance coverage must be primary insurance with respect to the Indemnitees. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards, commissions, employees, agents or volunteers will be excess of Contractor's insurance and will not contribute to it.
 - (d) Any failure to comply with reporting provisions of the policies will not affect coverage provided to the Indemnitees.
 - (e) Coverage must state that Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage. The insurer must agree to waive all rights of subrogation against the Indemnitees for losses arising from work performed by Contractor for City pursuant to this Agreement.
3. All Coverages. Each insurance policy required by this Section must be endorsed to state that coverage will not be canceled except after thirty (30) calendar days' prior written notice has been given to City. Further, in addition to the requirements of subsection H below, Contractor shall provide prompt notice to City upon receipt of a notice of suspension, a reduction in coverage or non-renewal. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other

additional insureds. Contractor may comply with this Section through the use of a blanket endorsement.

- E. **Acceptability of Insurers.** The insurance policies required by this Section must be issued by an insurance Contractor or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Guide of category VII or larger, and a rating classification of A- or better.
- F. **Verification of Coverage.** Contractor must furnish City with certificates of insurance and with original endorsements effecting coverage required by this Section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences. City reserves the right to inspect copies of endorsements and/or policy wording at Contractor's local business office, upon prior written notice to Contractor. Renewal certificates will be furnished periodically to City to demonstrate maintenance of the required coverage throughout the term of this Agreement.
- G. **Companies and Subcontractors.** Contractor must include all other companies and subcontractors performing activities in City as insureds under its policies or furnish separate certificates and endorsements for each other company and subcontractor. All coverages for companies and subcontractors will be subject to all of the requirements stated in this Section.
- H. **Required Endorsements.**
 - 1. The Workers' Compensation policy must contain an endorsement in substantially the following form:

"Thirty (30) days' prior written notice will be given to City in the event of cancellation of this policy. Such notice shall be sent to:

City Manager
City of Moorpark
323 Science Drive
Moorpark, CA 93021"

2. The Commercial General, Auto, and Pollution Liability policy must contain endorsements in substantially the following form:

(a) “Thirty (30) days’ prior written notice will be given to City in the event of cancellation of this policy. Such notice will be sent to:

City Manager
City of Moorpark
323 Science Drive
Moorpark, CA 93021”

(b) “City, its officers, elective and appointive boards, commissions, employees, agents, and volunteers are additional insureds on this policy.” Contractor may comply with this requirement via a blanket form endorsement.

(c) “This policy will be considered primary and noncontributory insurance as respects any other valid and collectible insurance maintained by City, including any self-insured retention or program of self-insurance, and any other such insurance will be considered excess insurance only.”

(d) “Inclusion of City as an insured will not affect City’s rights as respects any claim, demand, suit or judgment brought or recovered against Contractor. This policy will protect Contractor and City in the same manner as though a separate policy had been issued to each, but this will not operate to increase Contractor’s liability as set forth in the policy beyond the amount shown or to which Contractor would have been liable if only one party had been named as an insured.”

I. Other Insurance Requirements.

1. Contractor must comply with all requirements of the insurers issuing policies. The carrying of insurance will not relieve Contractor from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third party against Contractor, or any company or subcontractor, on account of any occurrence related to this Agreement, Contractor must promptly report the facts in writing to the insurance carrier and to City.
2. If Contractor fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Contractor’s expense, such insurance as it may deem proper and deduct its cost from any moneys due Contractor.

7.6 Faithful Performance Bond

- A. **Performance Bond Required.** Within fifteen (15) calendar days after the Effective Date, but in any event prior to the Operative Date, Contractor shall deliver to City a performance bond, from an admitted surety insurer with an A.M. Best rating of not less than A-, in the amount of Two Hundred Thousand Dollars (\$200,000.00) substantially in the form provided in Exhibit 4, which secures the faithful performance of this Agreement, including, without limitation, payment of any liquidated damages and the funding of any work to cure a breach of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional, continuously renewed, and remain in force during the entire term of this Agreement and for the period specified in subsection 7.6.C, and shall be null and void at the conclusion of that period only if Contractor promptly and faithfully performs all terms and conditions of this Agreement.
- B. **Forfeiture of Performance Bond.** In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the performance bond which is necessary to recompense and make whole City, forfeited to City. Upon partial or full forfeiture of the performance bond, Contractor shall restore the performance bond to its face amount within thirty (30) calendar days of City's declaration. Failure to restore the performance bond to its full amount within thirty (30) calendar days shall be a material breach of contract.
- C. **Duty to Maintain Beyond Service Term.** Some Agreement requirements extend beyond the term and other requirements, such as minimum Diversion rates per Section 3.4, will not be substantiated until after the final service date. Therefore, Contractor shall not terminate the performance bond, and will renew it to ensure continuous availability to City, until receiving a written release from City. Any performance bond will automatically expire at the end of 12 months after the end of the term unless City has notified Contractor in writing as to a specific contractual area of concern yet to be resolved, instructing Contractor to retain the bond. Neither permission from City to discontinue holding this bond, nor permitted expiration after 12 months, shall relieve Contractor of payments to City that may be due, or may become due.
- D. **Costs of Collection.** If the performance bond is drawn upon, all of City's costs of collection and enforcement of the provisions relating to the performance bond called for by this Section, including all attorney's fees and costs, will be paid by Contractor.

7.7 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees of Contractor to public or private property must be promptly repaired or replaced by Contractor at Contractor's sole expense, excluding normal wear and tear.

7.8 Pavement Damage

Contractor is responsible for damage to City's driving surfaces, whether paved or not paved, beyond normal wear and tear, caused by Contractor's vehicles. Contractor understands that performance under this Agreement may involve the operation of its collection vehicles over Private Streets. Disputes between Contractor and its Customers as to damage to private pavement are civil matters, and Complaints of damage received by City will be referred to Contractor as a matter within the scope of Section 7.1. Contractor will obtain permission to enter upon Private Streets within the City. Contractor may provide special services to Accounts that are adjacent to Private Streets, such as scout service, for amounts not to exceed the Rates set forth in Exhibit 1.

7.9 Corporate Guaranty

Within fifteen (15) calendar days after the Effective Date, Contractor must provide to City a corporate guaranty ("Guaranty") executed by Waste Management, Inc., guarantying the complete and timely performance by Contractor of each and every term of this Agreement that Contractor is required to perform. The Guaranty must be acceptable to the City Attorney, and substantially the form attached as Exhibit 5 to this Agreement.

ARTICLE 8. DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

8.1 Administrative Remedies; Imposition of Damages; Termination

8.1.1 Notice of Deficiencies; Response; Appeal

8.1.1.1 Notice of Deficiencies; Response

If the City Manager determines that Contractor's performance is not in conformity with the provisions of this Agreement, the Act (including, but not limited to, requirements for Diversion, source reduction, and Recycling as to the waste stream subject to this Agreement) or other Applicable Law, including, but not limited to, the laws governing transfer, storage, or disposal of Solid and Hazardous Waste, the City Manager may advise Contractor in writing of the deficiencies, specifying the deficiencies in reasonable detail. The City Manager, in any written notification of deficiencies, will set a reasonable time within which Contractor must respond. Unless the circumstances necessitate correction and response within a shorter period

of time, Contractor must respond to the written notification of deficiencies within thirty (30) calendar days from its receipt of that written notice. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor may request additional time to correct deficiencies. The City Manager may approve reasonable requests for additional time.

8.1.1.2 Review by the City Manager; Notice of Appeal

- A. The City Manager shall review any written response from Contractor and decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the bond referred to in Section 7.6, or invoke any other remedy in accordance with this Agreement. If the City Manager determines that there has been a material breach and that termination is the appropriate remedy, then the City Manager may recommend to the City Council that this Agreement be terminated. The City Manager must promptly inform Contractor of the City Manager's decision. If the decision is adverse to Contractor, the City Manager must inform Contractor, in writing, of the specific facts found and evidence relied upon, the legal basis for the City Manager's decision, and any remedial action taken or ordered. An adverse decision by the City Manager will be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk (with copies to the City Manager and the City Attorney) within thirty (30) calendar days of receipt of the City Manager's notification of the adverse decision.
- B. In any "Notice of Appeal," Contractor must state its factual contentions and include any relevant affidavits, documents, photographs, or videotapes that Contractor may choose to submit. In addition, Contractor must include its legal contentions, citing provisions of this Agreement or Applicable Law to support those contentions.

8.1.1.3 Review by the City Manager; Appeal

- A. Within thirty (30) calendar days of receipt by the City Clerk of a "Notice of Appeal," the City Manager will decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the bond provided under Section 7.6, or invoke any other remedy in accordance with this Agreement, except for termination. If the City Manager determines that there has been a material breach and that termination is the appropriate remedy, the City Manager may recommend that the City Council terminate this Agreement. In addition to the foregoing actions, the City Manager may refer the

matter to the City Council for proceedings in accordance with subsections 8.1.2 and 8.1.3. The City Manager must promptly inform Contractor of the City Manager's decision. If the decision is adverse to Contractor, the City Manager must inform Contractor, in writing, of the specific facts found and evidence relied on, the legal basis for the City Manager's decision, and any remedial action taken or ordered.

- B. An adverse decision by the City Manager will be final and binding unless Contractor files a "Notice of Appeal to the City Council" with the City Clerk (and serves a certified copy, by mail, on the City Manager and the City Attorney) within thirty (30) days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" must state the factual basis and all legal contentions and must include all relevant evidence, including affidavits, documents, photographs, or videotapes that Contractor may choose to submit.

8.1.2 City Council Hearing

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Contractor, the City Council shall set the matter for a hearing and act on the matter. The City Clerk must give Contractor fourteen (14) calendar days' written notice of the time and place of the hearing. At the hearing, the City Council shall consider the administrative record, consisting of the following:

- A. A staff report from the City Manager, summarizing the proceedings to date and outlining the City Council's options.
- B. The City Manager's written notification of deficiencies.
- C. Contractor's response to the notification of deficiencies.
- D. The City Manager's written notification to Contractor of adverse decision.
- E. Contractor's "Notice of Appeal".
- F. The City Manager's written notification to Contractor of adverse decision.
- G. Contractor's "Notice of Appeal to the City Council".

8.1.3 City Council Determination

Based on the administrative record, the City Council shall determine by resolution whether the decision or order of the City Manager should be upheld, including any recommended termination of this Agreement. If, based upon the administrative record, the City Council determines that Contractor's performance is in breach of any term of this Agreement, or violates any provision of any applicable federal, state, or local statute or regulation, the City Council, in the exercise of its discretion,

may order Contractor to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement. The City Council may not terminate this Agreement unless it determines that Contractor is in breach of a material term of this Agreement, or a material provision of any applicable federal, state, or local statute or regulation. Contractor's performance under this Agreement is not excused during the period of time prior to a final determination as to whether Contractor's performance is in material breach of this Agreement, or during the period of time set by City for Contractor to discontinue all or a portion of its service under this Agreement. The decision or order of the City Council shall be final and binding. With the exception of draws on the bond, the execution of City's remedies will be stayed until Contractor has exhausted its appeals under Sections 8.1 and 8.2 of this Agreement.

8.1.4 Reservation of Rights by City

- A. Subject to the requirements of Section 8.1.4(B), City reserves the right to terminate this Agreement, or to impose liquidated damages, temporary suspensions, or any other condition deemed appropriate, short of termination, in the event of any material breach of this Agreement, including, but not limited to any of the following:
1. Fraud or Deceit or Misrepresentation. If Contractor engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation to City regarding material information.
 2. Insolvency or Bankruptcy. If Contractor becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition, or takes steps to liquidate its assets.
 3. Failure to Maintain Coverage. If Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, and/or indemnification coverage required by this Agreement.
 4. Violation of Regulations. If Contractor violates any orders of any regulatory body having jurisdiction over Contractor or City that have a material impact on Contractor's performance under this Agreement, provided that Contractor may contest any such orders by appropriate proceedings conducted in good faith, in which case no breach of this Agreement will be deemed to have occurred until a final decision adverse to Contractor is entered.
 5. Failure to Perform. If Contractor ceases to provide Collection, Processing, or Recycling services as required under this Agreement over all or a substantial portion of its franchise area for a period of two consecutive days or more, for any reason within the control of Contractor, but subject to subsection 8.3.2.

6. Failure to Pay or Provide Information. If Contractor fails to make any payments required under this Agreement or, subject to Section 9.16, refuses to provide to City, within ten days of the demand, required information, reports, or records in a timely manner.
 7. Acts or Omissions. Any other act or omission by Contractor that has a material effect on Contractor's performance under this Agreement that violates its terms, conditions, or requirements, the Act, Applicable Law (including any Environmental Law), or any law, statute, ordinance, order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time specified in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor fails to commence to correct or remedy such violation within the time specified in such notice and to thereafter diligently effect such correction or remedy.
 8. False or Misleading Statements. Any representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, that proves to be false or misleading in any material respect as of the time such representation or disclosure is made.
 9. Attachment. There is a seizure of, attachment of, or levy on, the operating equipment of Contractor, including without limitation its equipment, maintenance, or office facilities, or any part thereof.
 10. Failure to Provide Assurance of Performance. If Contractor fails to provide reasonable assurances of performance as required under Section 8.4.
 11. Felonious Conduct. If Contractor, or any of its officers or directors, is found guilty of felonious conduct related to the performance of this Agreement, or of felonious conduct related to antitrust activities, illegal transport or disposal of hazardous or toxic materials, or bribery of public officials related to the performance of this Agreement.
- B. Upon a material breach by Contractor under subsection 8.1.4.A above, City has the right to terminate this Agreement, without the need for any hearing, suit, or legal action, as follows: (i) upon ten (10) calendar days' notice for any of the events in sub-subsections 1, 2, 8, or 11 above, or if the public health or safety is threatened as a result of Contractor's negligence or willful misconduct, or (ii) for any other breach, upon thirty (30) calendar days' notice and opportunity to cure; provided that, if by reason of the nature of the default, the same cannot reasonably be remedied within thirty (30) calendar days following receipt by Contractor of the notice then Contractor must begin to cure within such thirty (30) calendar day period and continue

to diligently pursue cure thereafter (with Contractor having the burden of proof to demonstrate (a) that the default cannot be cured with thirty (30) calendar days, and (b) that it is proceeding with diligence to cure such default, and such default will be cured within a reasonable period of time).

8.1.5 Cumulative Rights

- A. City's rights to terminate this Agreement are not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. These rights are in addition to all other legal and equitable rights and remedies that City may have.
- B. Because of the necessity for timely, continuous, and high-quality service, the time required to effect alternative service, and the exclusive rights granted by City to Contractor, the remedy of monetary damages for a material breach of this Agreement by Contractor is inadequate, and City may be entitled to obtain injunctive relief.

8.2 Liquidated Damages

- A. **General.** The Parties agree that, as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages that would be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (1) substantial damage results to members of the public who are denied service or are denied quality or reliable service; (2) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms; (3) the services provided under this Agreement might be available at substantially lower costs than alternative service, and the monetary loss resulting from denial of service or from denial of quality or reliable service is impossible to calculate in precise monetary terms; and (4) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies that make the public whole for past breaches.
- B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent, reliable Solid Waste Collection Services is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in awarding the franchise. 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 Contractor fails to achieve the

2. Collection Quality

- (a) For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments, or to place Containers upright, which exceeds five (5) such occurrences in any one calendar year: \$100.00
- (b) For each failure to clean up Black Container Waste, Source Separated Recyclable Materials, or Source Separated Green Container Organic Waste spilled from Containers (except where caused by overloading by the Customer) that exceeds five (5) such failures in any one calendar year: \$100.00
- (c) For each occurrence of collecting Black Container Waste, Source Separated Recyclable Materials, or Source Separated Green Container Organic Waste during unauthorized hours: \$150.00
- (d) For each failure to clean or replace Containers in accordance with subsection 3.5.3, which exceeds five (5) such failures in any one calendar year: \$100.00 for each calendar year plus \$10.00 per occurrence per Account
- (e) For each failure to deliver a temporary Roll-off Box or temporary Bin within 48 hours of a Customer's request: \$100.00

3. Customer Responsiveness

- (a) For each failure to initially respond to a Customer Complaint within one Business Day: \$100.00
- (b) For each failure to carry out responsibilities for establishing service: \$100.00
- (c) For each failure to remove graffiti from Containers or to replace with Containers bearing no graffiti, within five (5) Business Days of request from City or Customers: \$100.00

4. Timeliness of Submissions to City

Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

- (a) Monthly Reports: \$100.00 per day
- (b) Quarterly Reports: \$150.00 per day

(c) Annual Reports: \$200.00 per day

5. Accuracy of Billing

(a) Each invoice billing run that is not prepared in accordance with the maximum Rates set forth in Exhibit 1 and not rectified on or before the next billing cycle: \$100.00

(b) Each occurrence in which a service address is “double billed” with multiple invoices sent to different billing addresses (for example, both a tenant and an off-site property owner are billed for service at the same location): \$150.00

6. Implementation of Public Education Plan

Each Business Day past the agreed upon deadline that Contractor fails to perform a task set forth in its public education plan: \$50.00 per day.

C. Imposition of Liquidated Damages.

1. City may determine the occurrence of events giving rise to Liquidated Damages through the observations of its own employees or representatives or the investigation of Customer Complaints.

2. Prior to assessing Liquidated Damages, City shall give Contractor notice of its intention to do so. The notice shall include a brief description of the incident or the event of non-performance. Contractor may review (and make copies at its own expense) all non-confidential information in City’s possession relating to the incident or the event of non-performance. Contractor may, within ten (10) calendar days after receiving the notice, request a meeting with the City Manager. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident or the event of non-performance. The City Manager shall provide Contractor with a written explanation of the determination on each incident or event of non-performance prior to authorizing the assessment of Liquidated Damages. The decision of the City Manager shall be final, unless appealed to the City Council in accordance with subsection 8.1.2 (any such appeal requires compliance with subsection 8.1.1.3.B).

D. Amount. City may assess Liquidated Damages for each calendar day or each event, as appropriate, that Contractor is determined to be liable.

E. Timing of Payment. Contractor must pay any Liquidated Damages assessed by City within ten (10) calendar days after they are assessed. If assessed damages are not paid within the ten-day period, City may proceed

against the performance bond or order the termination of the franchise granted by this Agreement, or exercise any other right or remedy available to City under this Agreement or in law or in equity, or any combination of these remedies.

8.3 Excuse from Performance

8.3.1 Force Majeure.

The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, pandemics, epidemics, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action or mandated quarantines), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder.

8.3.2 Labor Unrest.

Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor will be considered an excuse from performance to the extent that Contractor meets the terms of this Section 8.3. Notwithstanding other remedies to which City shall be entitled under this Agreement in event of failure to perform, in the event of Contractor's failure to perform, or anticipated failure to perform, due to labor unrest, Contractor shall:

1. Have provided a contingency plan to City within ninety (90) calendar days of the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval; 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 City's satisfaction. The 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.
2. Notify the City Manager sixty (60) calendar days prior to the expiration of its drivers' labor agreement.
3. Meet the requirements agreed to in the contingency plan.
4. Meet requirements of subsection 8.3.3 below.

Contractor shall meet all requirements under this Section or City may choose to revoke this excuse from performance offered under this

Agreement and may choose to use enforcement provisions under this Agreement, including Sections 8.1, 8.3 and 8.4, in which case Contractor is not excused from performance; and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

8.3.3 Procedures in Event of Excused Performance.

The Party claiming excuse from performance under subsection 8.3.1 or 8.3.2 shall, within two days after such party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Throughout service disruption, Contractor shall:

1. Provide City with a minimum of daily service updates.
2. Shall notify Customers on a real-time basis as to alternative Collection procedures. At a minimum, 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, Contractor shall use such methods upon approval from City.

The interruption or discontinuance of Contractor’s services caused by one or more of the events excused shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of ten (10) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten days’ notice. If Contractor resumes full performance of its obligations prior to the expiration of the ten-day notice period, the notice shall be of no further force or effect.

8.4 Assurance of Performance

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

ARTICLE 9. OTHER AGREEMENTS OF THE PARTIES

9.1 Relationship of Parties

The Parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City, nor as a partner of or joint venture with City. No employee or

agent of Contractor shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have exclusive control over the manner and means of conducting the Solid Waste Collection Services performed under this Agreement and over all persons performing those services. Contractor is solely responsible for the acts and omissions of its officers, employees, subsidiaries, subcontractors, affiliates, and agents. Neither Contractor nor its officers, employees, subsidiaries, subcontractors, affiliates and agents will obtain any rights to retirement benefits, Workers' Compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with City.

9.2 Compliance with Law

In the performance of this Agreement, Contractor and City must at all times, and at their sole cost, comply with all Applicable Law.

9.3 Governing Law

This Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of California without regard to its conflicts of law principles.

9.4 Jurisdiction

Any lawsuits between the Parties arising out of this Agreement will be brought and concluded in the courts of the State of California, which will have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Ventura County.

9.5 Assignment

- A. Neither Party may 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 is void, and the attempted assignment will constitute a material breach of this Agreement.
- B. For purposes of this Section and when used in reference to Contractor, "assignment" includes, but is not limited to: (1) a sale, exchange, or other transfer to a third party of substantially all of Contractor's assets dedicated to service under this Agreement; (2) a sale, exchange, or other transfer of outstanding common stock of Contractor to a third party, provided such sale, exchange or transfer may result in a change of control of Contractor; (3) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction that results in a change of ownership or control of Contractor; (4) any assignment by operation of law, including insolvency or bankruptcy, an assignment for the benefit of creditors, writ of attachment for an execution being levied against this

Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (5) any combination of the foregoing (whether or not in related or contemporaneous transactions) that has the effect of a transfer or change of ownership, or change of control, of Contractor.

- C. Contractor acknowledges that this Agreement involves rendering a vital service to Accounts within the City, and that City has selected Contractor to perform the specified services based on (1) Contractor's experience, skill, and reputation for conducting its operations in a safe, effective, and responsible fashion, at all times in compliance with applicable Environmental Laws, regulations, and the best Solid Waste management practices; and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered under this Agreement.
- D. If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its reasonable discretion. A request by Contractor for consent to an assignment will require compliance with the following requirements:
1. Any application for a change of ownership or a transfer will be made in a manner prescribed by the City Manager and will include any information reasonably required by the City Manager. The written application must include a transfer application fee in the amount of Thirty-Five Thousand Dollars (\$35,000.00), to cover the reasonable costs of all direct and indirect administrative expenses of City, including, without limitation, consultants and attorneys necessary to analyze the application. The applicant must pay such transfer fee prior to any authorized change of ownership or franchise transfer becoming effective. Notwithstanding the above, payment of a transfer fee will not be required in the event of an assignment to an Affiliate of Contractor.
 2. Except for an assignment to an Affiliate of Contractor, in addition to the transfer application fee described in subsection 9.5.D.1, Contractor shall pay a transfer fee to City of seven percent of Gross Receipts from the last twelve (12) months, upon approved transfer of this Agreement.
 3. Except for an assignment to an Affiliate of Contractor, the proposed assignee must furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three operating years.

4. Except for an assignment to an Affiliate of Contractor, the proposed assignee must furnish City with satisfactory proof: (a) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (b) that in the last five years, the proposed assignee has not received any significant citations from any federal, state, or local agency having jurisdiction over its Solid Waste management operations due to any material failure to comply with state, federal, or local Environmental Laws and that the assignee has provided City with a complete list of such citations; (c) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (d) 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, including Hazardous Substances; and (e) any other information required by City to ensure that the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.
5. Under no circumstances shall City be obligated to consider any proposed assignment if Contractor is in default at any time during the period of consideration.

9.6 Contracting or Subcontracting

Contractor must not engage any subcontractors for the Collection of Solid Waste from Accounts or street sweeping without the prior written consent of City.

9.7 Binding on Assigns

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

9.8 Transition to the Next Contractor

If the transition of services to another company occurs by reason of the expiration of the Term, default, termination, or otherwise, Contractor shall cooperate with City and any subsequent solid waste enterprise to assist in an orderly transition that will include, but not be limited to, Contractor providing route lists and billing information.

The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this Agreement and/or other equitable relief necessary to enforce this Agreement.

Contractor shall use diligent good faith efforts to provide a new service provider with all keys, security codes, and remote controls used to access garages and Bin enclosures, acknowledging that these are the property of the Customer. Contractor shall be responsible for coordinating transfer immediately after Contractor's final pick-ups, so as not to disrupt service. Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of containers and pick-up days) at least ninety (90) calendar days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the new service provider at least one (1) full Business Day prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all containers.

9.9 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.

9.10 Non-Waiver Provision

The waiver by either Party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any moneys that become due hereunder 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. Failure of either Party to exercise any of the remedies set forth in this Agreement within the time periods specified will not constitute a waiver of any rights of that Party with regard to an event of nonperformance, whether determined to be a breach, excused performance, or unexcused default by the other Party.

9.11 Notice

A. All notices, demands, requests, proposals, approvals, consents, and other communications that this Agreement requires, authorizes, or contemplates must be in writing and must either be personally delivered to a representative of the Party at the address set forth below, or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City: City Manager
 City of Moorpark
 323 Science Drive
 Moorpark, CA 93021

With copy to: Kevin G. Ennis
City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071

If to Contractor: Regional Manager, Public Sector
Waste Management
195 West Los Angeles Avenue
Simi Valley, CA 93094

With copy to: Waste Management
Southern California Market Area
9081 Tujunga Avenue
Sun Valley, CA 91352
Attn: Legal Counsel

- B. The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this Section.
- C. Notice will be deemed given on the day it is personally delivered or, if mailed, three days from the date it is deposited in the mail.

9.12 Representatives of the Parties

- A. As set forth in Section 2.6, the administration of this Agreement by City will be under the supervision and direction of the City Manager.
- B. Contractor must, by the Operative Date, designate in writing a responsible officer who will serve as the representative of Contractor in all matters related to this Agreement. Contractor must inform City in writing of that designation and of any limitations upon that officer's authority to bind Contractor. City may rely upon actions taken by that designated representative as actions of Contractor unless they are outside the scope of the authority delegated by Contractor as communicated in writing to City.

9.13 City Free to Negotiate with Third Parties

Notwithstanding the exclusive nature of this Agreement, City may investigate all options for the Collection, transporting, Recycling, Processing, and Disposal of Solid Waste at any time prior to the expiration of the Term of this Agreement. Without limiting the generality of the foregoing, but subject to the requirements of Section 2.8, City may solicit proposals from Contractor and from third parties for the provision of Collection Services, Disposal services, Recycling services, Organic Waste services and Processing, and any combination thereof, and may negotiate and execute agreements for those services that will take effect upon the expiration or earlier termination of this Agreement under Article 8.

9.14 Compliance with Municipal Code

Contractor must comply with all applicable provisions of the Municipal Code, and with all amendments to those provisions, during the term of this Agreement.

9.15 Privacy

Contractor must strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the contents of a Customer's waste stream must not be revealed to any person, governmental unit, or private entity unless directed by a court of law, by statute, or upon 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 that may be required by the Act. This provision does not apply to reports or records provided to City under this Agreement so long as City maintains reports or records with customer identification as confidential information in accordance with this Section.

9.16 Proprietary Information; Public Records

City acknowledges that certain records and reports of Contractor are proprietary and confidential. Notwithstanding anything to the contrary in this Agreement, and except as provided in Section 6.7 regarding performance reviews, nothing in this Agreement shall require Contractor to provide to the City or any third party, or permit the City or any third party, to audit, copy, inspect, or use any data, information, or records of Contractor that are Contractor's Intellectual Property. Where required by this Agreement, Contractor is obligated to permit City to inspect its records on demand at Contractor's local office. City will endeavor to maintain the confidentiality of all proprietary information provided by Contractor. Notwithstanding the foregoing, any documents provided by Contractor to City that are public records may be disclosed in accordance with a proper public records act request.

Contractor acknowledges that City is legally obligated to comply with the California Public Records Act ("CPRA"). City acknowledges that certain records, reports, or information contained therein, which Contractor may be required to maintain under this Agreement or Applicable Law, are protected by or exempt from disclosure under Applicable Law (including, without limitation, law governing data security and privacy rights) or are of a proprietary or confidential nature or may include Contractor's Intellectual Property. In such instances, Contractor will inform City in writing of which records which may be protected or exempt from disclosure under Applicable Law or contain Contractor's Intellectual Property. 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 the records, City shall notify Contractor of the request, subpoena or order and of City's obligation and intent to provide a response within ten (10) calendar days. Contractor shall within five (5) calendar days either: (i) consent in writing to the disclosure of the

records; or (ii) seek and obtain, at Contractor's sole cost and expense, the order of a court of competent jurisdiction staying or enjoining the disclosure of the records, with Contractor to provide concurrent written notice to City. If Contractor timely files an application for such a court order, City shall not disclose such records until a final non-appealable judgment is entered by the court. If Contractor fails to timely respond, then City may proceed to disclose such records, in which event Contractor agrees that it waives and releases City of any liability for the disclosure of such records.

9.17 Attorneys' Fees

In any action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party is entitled to an award of attorneys' fees in the amount reasonably incurred in the prosecution or defense of that action. The term "prevailing party" means the party entitled to recover costs of suit, upon the conclusion of the matter, in accordance with the laws of the State of California.

9.18 Further Assurances.

Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement. The Parties agree to act reasonably in exercising any action, discretion, judgment, approval or extension of time that may be required to affect the purpose and intent of this Agreement. Whenever the approval or consent of a Party is required under this Agreement such consent shall not be unreasonably withheld or delayed.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 Entire Agreement

This Agreement, including the exhibits, constitutes the entire agreement between the Parties with respect to the matters covered; and no verbal agreement or understanding with any officer, agent, or employee of City, either before, during, or after the execution of this Agreement, will affect or modify any of the obligations herein contained, nor will any such verbal agreement or understanding entitle Contractor to any additional payment under the terms of this Agreement.

10.2 Article and Section Headings

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

10.3 References to Laws and Regulations

All references in this Agreement to existing laws and regulations will be understood to include such existing laws and regulations as they may be subsequently amended or recodified.

10.4 Interpretation

This Agreement, including the attached exhibits, 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.

10.5 Amendments

This Agreement may not be amended in any respect except by a written amendment signed by the Parties; and, no verbal agreement or understanding with any officer, agent, or employee of City, either before, during, or after the execution of this Agreement, will affect or modify any of the obligations herein contained, nor will any such verbal agreement or understanding entitle Contractor to any additional payment under the terms of this Agreement.

10.6 Severability

If any provision of this Agreement is for any reason determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, including but not limited to a change in applicable federal, State, or local law, the invalidity or unenforceability of that provision shall not affect any of the remaining provisions of this Agreement, which provisions shall be enforced as if such invalid or unenforceable provision had not been included.

10.7 Exhibits

Each of the exhibits identified in this Agreement is attached hereto and is incorporated by this reference.

10.8 Authority and Effective Date

- A. The persons signing below represent that they have the requisite authority to bind the entities on whose behalf they are signing.
- B. This Agreement shall become effective on the Effective Date.

TO EFFECTUATE THIS AGREEMENT, each of the Parties has caused this Agreement to be executed by its duly authorized representative.

CITY OF MOORPARK,
a California municipal corporation

G.I. Industries,
a Utah corporation

Chris Enegren, Mayor

Mike Hammer, President

ATTEST:

Ky Spangler, City Clerk

APPROVED AS TO FORM:

Kevin G. Ennis, City Attorney

EXHIBIT 1

**Solid Waste Rates
in the City of Moorpark
(Effective January 1, 2025)**

EXHIBIT 1 RATE SCHEDULE

City of Moorpark - Effective January 1, 2025
Rates are per month and invoiced by Contractor unless otherwise noted.

Service	Rates
Residential Cart Services: In addition to the listed Refuse Cart size serviced once per week, service includes one (1) 96-gallon Cart for Organic Materials serviced once per week and one (1) 64-gallon Cart for Recyclable Materials serviced once per week.	
32-Gallon Cart Service	\$ 30.87
64-Gallon Cart Service	\$ 33.58
96-Gallon Cart Service	\$ 36.76
32-Gallon Cart Service Senior Rate	\$ 27.96
64-Gallon Cart Service Senior Rate	\$ 30.53
96-Gallon Cart Service Senior Rate	\$ 33.12
Additional Refuse Cart (Resi), Per Cart	\$ 13.46
Additional Recyclable Materials Cart (Resi), Per Cart	\$ 7.76
Additional Organic Waste Cart (Resi), Per Cart	\$ 9.83
Commercial & Multifamily Services: In addition to the listed Refuse container size and service frequency, service includes one (1) 64-gallon Cart for Organic Materials serviced once per week and one (1) 96-gallon Cart for Recyclable Materials serviced once per week.	
96-Gallon x1 Per Week	\$ 81.56
96-Gallon x2 Per Week	\$ 133.54
96-Gallon x3 Per Week	\$ 177.42
96-Gallon x4 Per Week	\$ 238.76
96-Gallon x5 Per Week	\$ 297.20
96-Gallon x6 Per Week	\$ 352.85
Non-Contracted 96-Gallon Extra Pickup	\$ 40.78
1.5-Cubic Yards x1 Per Week	\$ 182.67
1.5-Cubic Yards x2 Per Week	\$ 309.08
1.5-Cubic Yards x3 Per Week	\$ 435.46
1.5-Cubic Yards x4 Per Week	\$ 561.76
Non-Contracted 1.5-Cubic Yards Extra Pickup	\$ 77.38
Compacted 1.5-Cubic Yards Pickup	\$ 365.37
3-Cubic Yards x1 Per Week	\$ 203.76
3-Cubic Yards x2 Per Week	\$ 351.18
3-Cubic Yards x3 Per Week	\$ 500.47
3-Cubic Yards x4 Per Week	\$ 646.01

3-Cubic Yards x5 Per Week	\$ 793.45
3-Cubic Yards x6 Per Week	\$ 940.86
Non-Contracted 3-Cubic Yards Extra Pickup	\$ 87.92
Compacted 3-Cubic Yards Pickup	\$ 407.48
4-Cubic Yards x1 Per Week	\$ 224.79
4-Cubic Yards x2 Per Week	\$ 393.18
4-Cubic Yards x3 Per Week	\$ 561.79
4-Cubic Yards x4 Per Week	\$ 730.26
4-Cubic Yards x5 Per Week	\$ 898.76
4-Cubic Yards x6 Per Week	\$ 1,067.30
Non-Contracted 4-Cubic Yards Extra Pickup	\$ 98.37
Compacted 4-Cubic Yards Pickup	\$ 449.57
Temporary Service:	
3-Cubic Yard Temporary Refuse Bin Service includes delivery and removal, Per Bin	\$ 168.30
3-Cubic Yard Temporary Refuse Bin Additional Pickup, Per Each	\$ 168.30

Commercial & Multifamily Recycling Bin Service:	
Additional 96-Gallon x1 /week	\$ 20.00
96-Gallon x2 Per Week	\$ 40.41
96-Gallon x3 Per Week	\$ 60.62
96-Gallon x4 Per Week	\$ 80.62
96-Gallon x5 Per Week	\$ 100.77
96-Gallon x6 Per Week	\$ 120.92
1.5-Cubic Yards x1 Per Week	\$ 105.73
1.5-Cubic Yards x2 Per Week	\$ 211.55
1.5-Cubic Yards x3 Per Week	\$ 317.23
1.5-Cubic Yards x4 Per Week	\$ 423.10
1.5-Cubic Yards x5 Per Week	\$ 528.75
1.5-Cubic Yards x6 Per Week	\$ 634.53
1.5-Cubic Yards Extra Pickup	\$ 68.25
3-Cubic Yards x1 Per Week	\$ 151.84
3-Cubic Yards x2 Per Week	\$ 303.57
3-Cubic Yards x3 Per Week	\$ 455.51
3-Cubic Yards x4 Per Week	\$ 607.19
3-Cubic Yards x5 Per Week	\$ 759.14
3-Cubic Yards x6 Per Week	\$ 871.48
3-Cubic Yards Extra Pickup	\$ 96.45
4-Cubic Yards x1 Per Week	\$ 189.14
4-Cubic Yards x2 Per Week	\$ 378.35
4-Cubic Yards x3 Per Week	\$ 567.50
4-Cubic Yards x4 Per Week	\$ 756.74

4-Cubic Yards x5 Per Week	\$ 945.86
4-Cubic Yards x6 Per Week	\$ 1,104.15
4-Cubic Yards Extra Pickup	\$ 119.00

Commercial & Multifamily Organic Waste Cart Service:	
Additional 64g Cart x1 Per Week	\$ 75.97
64g Cart x2 Per Week	\$ 154.45
64g Cart x3 Per Week	\$ 231.70
64g Cart x4 Per Week	\$ 308.93
64g Cart x5 Per Week	\$ 363.60
Commercial & Multifamily Organic Bin Service:	
1.5-Cubic Yards x1 Per Week	\$ 108.11
3-Cubic Yards x1 Per Week	\$ 155.25
3-Cubic Yards x2 Per Week	\$ 310.38
3-Cubic Yards x3 Per Week	\$ 465.74
3-Cubic Yards x4 Per Week	\$ 620.82
3-Cubic Yards x5 Per Week	\$ 776.18
4-Cubic Yards x1 Per Week	\$ 193.39
4-Cubic Yards x2 Per Week	\$ 386.84
4-Cubic Yards x3 Per Week	\$ 580.24
4-Cubic Yards x4 Per Week	\$ 773.74
4-Cubic Yards x5 Per Week	\$ 967.10

Roll Off Service (Per Pull): Haul Rates do not include disposal charges	
Roll Off Haul (Disposal/Processing Cost not included)	\$ 267.57
Compactor Haul Rate (Disposal/Processing Cost not included)	\$ 535.14
Roll Off Delivery Charge	\$ 95.00
Roll Off Trip/Relocation Charge	\$ 95.00
Other Services	
"Hard to Service Fee" - Vehicle usage rate	Case-By-Case
"Hard to Service Fee" - Bin moving rate	Case-By-Case
Scout Service	Case-By-Case
Special Bin Lids (Locking/CBL) one-time fee	\$ 41.48
Cleaning/Replacing Cart or Bin - One free per year	\$ 41.48
Returned Check	\$ 20.75
Credit Card Convenience Fee (Phone)	\$ 6.91
Late Fee	\$ 6.91
Extra Bag Pickup/Scheduled Day	\$ 4.44
Extra Cart Pick-up/Scheduled Day	\$ 7.35

Extra Cart Pick-up/Non-Scheduled Day	\$	36.81
Residential Cart Re-Delivery Fee	\$	36.70
Temporary Roll-Off Extra Day Fee (after 7 days)	\$	13.92
Commercial Bin Trip Charge	\$	50.00
Permanent Customer Rolloff Extra Day Fee (post 30 days, trash only)	\$	13.96
Solid Waste Bin Locking/Unlocking Fee, per month	\$	27.94
Commercial Overage Fee	\$	70.00
Commercial Contamination Fee	\$	85.00
Redelivery and Reinstatement	\$	35.87
Residential Service Level Changes per request	\$	6.71
Move In/Move Out	\$	22.44
Additional Bulky Item Pickup	\$	33.37
Residential Contamination	\$	40.00
Residential Overage	\$	20.00

EXHIBIT 2

CITY FACILITIES & EVENTS

Facility Location	Container Count and Capacity	Frequency of Collection
Moorpark Civic Center 799 Moorpark Avenue and 323 Science Drive	1 – Black (3.0) 1 – Blue (3.0) 1 – Black (4.0) 1 – Blue (4.0)	2x per Week 2x per Week 1x per Week 1x per Week
Moorpark City Library – Sand Bags 699 Moorpark Avenue (Across from Post Office)	1 – Roll-off (10)	On Call
Ruben Castro Human Services Center 612 Spring Road	1 – Black (3.0) 1 – Blue (3.0) 3 – Green (64)	5x per Week 5x per Week 3x per Week
Moorpark Public Services Facility 627 Fitch Avenue Dirt Lot in Back of Facility	1 – Black (40) 1 – Blue (4.0) 1 – Green (40) 1–Concrete (10) 1 – Green (40)	1x per Week 1x per Week 1x per Week On Call On Call
Moorpark Chamber of Commerce Building 18 High Street	1 – Black (1.5) 1 – Blue (3.0)	1x per Week 1x per Week
Arroyo Vista Recreation Center 4550 Tierra Rejada Road Lot A Trash Enclosure	1 – Black (3.0) 1 – Black (3.0) 1 – Blue (3.0)	5x per Week 4x per Week 1x per Week
Arroyo Vista Community Park 4550 Tierra Rejada Road	1 – Black (3.0) 2 – Black (4.0)	4x per Week 1x per Week
Moorpark Police Services Center 610 Spring Road	1 – Black (3.0) 1 – Blue (3.0)	4x per Week 3x per Week
High Street Arts Center 33 High Street	1 – Black (64) 1 – Blue (64) 1 – Black (3.0) 1 – Blue (3.0)	1x per Week 1x per Week 1x per Week 1x per Week

Facility Location	Container Count and Capacity	Frequency of Collection
High Street Arts Center 45 High Street	1 – Black (3.0) 1 – Blue (1.5)	1x per Week 1x per Week
Campus Park 6400 Harvard Street	1 – Black (3.0)	2x per Week
Mammoth Highlands Park 7000 Elk Run Loop	1 – Black (3.0)	1x per Week
Mountain Meadows Park 4350 Mountain Meadows Drive	1 – Black (3.0)	3x per Week
Peach Hill Park 13200 Peach Hill Road	1 – Black (3.0)	2x per Week
Poindexter Park 500 Poindexter Avenue	1 – Black (3.0)	2x per Week
Tierra Rejada Park 11900 Mountain Trail Street	1 – Black (3.0)	2x per Week

Events Sponsored or Co-Sponsored by City for which Roll-offs shall be provided.

- 3rd of July
- Country Days
- Coastal Clean-up Day
- Arbor/ Earth Day
- Haunted High Street
- Holiday on High Street
- Apricot Festival

EXHIBIT 3

STREET SWEEPING SPECIFICATIONS

At no additional cost and expense to City, Contractor shall provide street sweeping in accordance with these specifications.

1.1 Street Sweeping Service Generally.

A. **Location.** Contractor is responsible for sweeping all City streets within the corporate limits of the City of Moorpark; State Highways (portions of Los Angeles Avenue, Moorpark Avenue, and Walnut Canyon Road, which comprise State Routes 23 and 118); those City Facilities identified in Section 1.1.E below, and private residential streets described in Section 1.1.E below, where an agreement is in place for Contractor to provide sweeping. City shall forward the full amount of any reimbursement from the State of California for sweeping State Highways to Contractor. Contractor shall provide City with required documentation to meet State reimbursement requirements.

B. **Option to Sweep State Highways.** At the City's sole discretion, City may elect to not have Contractor sweep California State Highways. City shall give Contractor at least 30 days' advance written notice if City elects to exercise this option. If City elects to exercise this option, then City shall not forward the full amount of any reimbursement from the State of California for such services to Contractor.

C. **Minimal Impact.** Sweeping is to be performed at times that provide the best results with minimal impact to residents and commercial businesses, flow of vehicular traffic, and the public in general.

D. **National Pollutant Discharge Elimination System ("NPDES").** Sweeping shall be done in a manner to ensure compliance with all NPDES mandates.

E. **Route.** Contractor shall develop a route schedule and map that best accomplishes the above criteria according to the following requirements for sweeping frequency:

- (1) The following streets shall be swept at the following frequency:
 - a. All public streets, at the same intervals as are currently in effect. Residential and commercial/industrial streets are swept twice per month. Arterial streets are swept weekly. Any changes to the current schedule must be approved by City before taking effect.
 - b. Upon the Operative Date of this Agreement, Contractor shall offer the owners (typically a homeowners' association) and will tender owners requests to sweep private residential streets having a curb and gutter once per month at no cost to

City or the homeowners' associations. Agreements to provide such sweeping services shall be between Contractor and individual homeowners' associations; and Contractor shall not unreasonably withhold, delay, or otherwise burden the creation of such an agreement for sweeping private streets. The Parties shall jointly develop a standard agreement template between Contractor and a homeowners' association to facilitate the creation of such agreements. If a homeowners' association does not accept the standard agreement, then Contractor shall not be required to sweep the homeowners' association's private streets.

- c. Within 30 days of receiving a written notice from City that a new homeowners' association within the City of Moorpark is becoming responsible for street sweeping, Contractor shall make an offer to sweep private residential streets as described in subsection (b), above.
- d. If a homeowners' association opts to utilize Contractor's street sweeping services pursuant to this Section, Contractor shall begin providing the service within 30 days of execution of an agreement to provide such services, unless otherwise specified in the agreement.
- e. Nothing in this Section precludes City from notifying a homeowners' association who is not utilizing Contractor's street sweeping services pursuant to this Section that such service is available.

frequency): (2) The following City parking lots shall be swept (locations and

- a. First Friday of each month:
 - i. Arroyo Vista Community Park (Countrywood Drive), 6:00 a.m.
 - ii. Tierra Rejada Park (Mountain Trail Street and Mountain Meadows Drive), 7:00 a.m.
 - iii. Mountain Meadows Park (Mountain Meadows Drive), 8:30 a.m.
 - iv. Peach Hill Park (Peach Hill Road), 9:30 a.m.
 - v. Country Trail Park (Mountain Trail Street), 10:00 a.m.
- b. Third Friday of each month:

- i. Monte Vista Nature Park (Spring Road), 5:00 a.m.
 - ii. Villa Campesina Park (Leta Yancy Road), 6:00 a.m.
 - iii. College View Park (College View Avenue), 7:00 a.m.
 - iv. Poindexter Park (Poindexter Avenue), 8:00 a.m.
 - v. Mammoth Highlands Park (Elk Run Loop), 9:00 a.m.
 - vi. Miller Park (Miller Parkway), 10:00 a.m.
- c. First Saturday of each month:
- i. Metrolink Station North Lot (High Street)
 - ii. Metrolink Station South Lot (Moorpark Avenue)
 - iii. Civic Center (Moorpark Avenue)
 - iv. Reuben Castro Center (Spring Road)
 - v. U.S. Post Office (High Street)
 - vi. Moorpark Public Services Facility (Fitch Avenue)
 - vii. City Hall (323 Science Drive)
- d. On-call sweeping before and after events sponsored or co-sponsored by City as listed in Exhibit 2.
- e. The list of City Facilities to receive sweeping services pursuant to this Agreement may be changed by City, in its sole discretion, as City constructs, demolishes, acquires, or disposes of City Facilities or as operational requirements necessitate changes to the scheduling.
- f. Additional hours for unscheduled or infrequent events using banked hours described in Section 1.8.

F. Coordination with Solid Waste Collection. Contractor must coordinate street sweeping routes with residential Solid Waste collection routes so new streets shall be swept the following Business Day after Solid Waste collection. Street sweeping shall not be on the same day as Solid Waste collection except in emergency situations.

G. Sweeping Hours of Operation. At no time shall sweeping be conducted before 7:00 a.m. or after 7:00 p.m. weekdays or anytime on the weekends in residential areas without the written approval of the City Manager. Sweeping of arterial streets must take place between 9:00 a.m. and 3:00 p.m. to avoid conflict during peak rush hour traffic.

H. **Holiday Adjustments.** Contractor may adjust the sweeping schedule to reflect changes in route due to holidays which result in changes to Solid Waste collection schedules or days off for street sweeping staff. Contractor will notify the City Manager, in writing, of potential changes to the schedule due to Holidays at least 30 days in advance and receive prior approval for any changes to sweeping frequencies as noted in Section 3.7.1 of this Agreement due to Holiday schedule adjustments. When the collection day is the same as the street sweeping day due to a Holiday schedule, the containers will need to be relocated by the Contractor (e.g., up behind curb) so the sweeper can sweep.

I. **Transitional Assistance.** For the first 90 days of this Agreement, City will designate a City Field Representative (Street Maintenance Supervisor) to work with Contractor's staff in the field to help ensure service meets City's minimum standards and to address issues that arise as the result of the transition of services to Contractor.

1.2 Promotion and Outreach.

A. **General.** With approval of City staff, Contractor shall provide promotional materials as required to publicize street sweeping operations in the community.

B. **Notification of Route Changes.** Contractor shall notify all residents and businesses along routes of changes to sweeping schedules, delivered at least one (1) month in advance to Solid Waste Customers. Contractor will develop promotional materials and media suitable for inclusion on City's website to include sweeping schedule route maps and contact information with appropriate links and/or and e-mail addresses.

C. If signage needs to be updated, the Party initiating the change shall be responsible for the cost of updating the signage. If Contractor is responsible for the cost, the new signs will be purchased and installed by City and billed to Contractor. The change cannot occur until the new signs are approved, delivered and installed.

1.3 Equipment.

A. **Vehicle Types.** Contractor is required to use low-emission or alternative fueled, state-of-the-art, regenerative air, mechanical broom sweepers that are certified to meet all State and Federal EPA and NPDES compliance mandates. Sweepers shall be equipped with operational strobe and a back-up alarm and shall conform to all applicable safety requirements. All sweeper vehicles cannot exceed nine years in age and must be overhauled at the end of year five. The average age of the sweeping fleet cannot exceed seven years. Contractor will maintain vehicles in good operating condition at all times.

B. **GPS.** All vehicles serving the franchise area are to be equipped with GPS tracking devices. Contractor shall furnish to City at no additional cost or expense any software and equipment necessary for City to track the location of sweeping vehicles in real time and to generate reports as needed.

C. **Storage.** Vehicles, when not in service, will be stored at a facility that has been approved in writing by the City Manager. At no time will vehicles be stored, maintained or repaired in areas not appropriately zoned for that use.

D. **Vehicle Maintenance.** Equipment shall be maintained in clean appearance and clearly identify Contractor or its street sweeping subcontractor. All related vehicle equipment shall be maintained in good mechanical condition. Brushes and brooms shall be replaced at regular intervals. Equipment is subject to inspection by City at any time.

E. **Available Vehicles.** Contractor shall maintain or have access to equipment sufficient to meet all obligations under this Agreement.

1.4 Sweeping Methods.

A. **General.** Contractor shall make as many passes as are necessary to remove debris including all litter, sand, dirt, rocks, gravel, vegetation, and other sweepable debris from the streets and parking areas during sweeping operations. If City determines that street sweeping was completed unsatisfactorily, City may require Contractor to re-sweep an area. City has up to 24 hours to notify Contractor of a re-sweep requirement. Sweeping shall be accomplished on the outer edge and along any median (and bullnoses), with the flow of traffic.

B. **Permitted Operations.** Contractor will operate equipment within manufacturer guidelines subject to the quality limits.

C. **Noise Limits.** All equipment to be operated in compliance with all applicable noise ordinances. All sweeping shall be conducted as quietly as possible and shall conform to applicable federal, state, county, and City noise level regulations as they now exist or may be amended in the future. City may conduct random checks of noise emission levels to ensure compliance.

D. **Water Usage.** Adequate water shall be used at all times to maximize dust control. Contractor shall not discharge liquid waste from sweeper units onto City streets or into the storm drain system.

E. **Unsweepable Debris.** Unsweepable items that impede sweeping, such as palm fronds, rocks, and other debris, shall be removed from the sweeping path and properly disposed of by the operator.

F. **Parked Vehicles.** Contractor shall not be responsible for areas missed due to parked vehicles or other personal property blocking sweeping paths.

1.5 Staff.

A. **General.** All staff associated with sweeping operations will be uniformed and have the ability to contact a supervisor from the vehicle. All vehicle operators shall be appropriately licensed to operate sweeping vehicles on public streets and shall obey all applicable traffic laws.

B. **Reserves.** Adequate reserve staff shall exist to meet all obligations under this Agreement.

C. **Additional Staff.** One staff person shall be assigned as needed to pick-up large debris that impedes sweeper operations.

D. **Contact Information.** City shall be provided with phone number to contact the sweeping supervisor 24 hours per day, seven days per week.

E. **Training.** All staff shall be trained to recognize illicit discharges and stormwater pollution sources. All staff training will be documented and available for review by the City Manager upon request.

F. **Communications.** Contractor shall maintain direct communications with all sweeping equipment and staff in the field. Each sweeper operator shall have the ability to communicate verbal information immediately to their supervisor, City staff, police and fire personnel, and for the reporting of pollutant discharge observations.

1.6 Debris.

A. **General.** Contractor is responsible for the disposal of all debris collected in accordance with the terms of this Agreement.

B. **Debris Disposal Location.** If Contractor disposes of street sweeping debris at a location other than the Simi Valley Landfill and Recycling Center, Contractor shall notify City in writing before switching locations.

C. **Diversion.** Contractor shall use reasonable efforts to divert sweeping debris collected by Contractor from landfill disposal. Diversion and disposal shall meet AB 939 waste diversion requirements and all other applicable regulations. All recyclable materials shall be separated from general waste. Any waste identified as hazardous or potentially hazardous shall be disposed of in compliance with all Applicable Laws.

1.7 Water Usage.

Contractor is responsible for all water usage and associated costs and coordination with individual water purveyors to obtain hydrant meters. Contractor shall operate in accordance with all applicable City and area water agencies' water conservation program requirements. Contractor shall report the volume of water utilized (in hundred cubic feet) from hydrants within the City water system to the City Manager, if requested by City.

1.8 Credit Hours.

A. **General.** Contractor shall provide credit hours for those hours of sweeping not performed due to inclement weather. Credit hours shall be "banked" and available for use by City for specific sweeping projects outside the scope of the established routes and route schedules. Any unused portion of the credit hours shall "roll over" at the end of each annual period and will be applied to subsequent years.

1.9 Annual Report.

Contractor shall provide annual reports stating the total curb miles in the system (split between City curb miles and Homeowner's Associations), actual curb miles swept, curb miles for Homeowner Associations swept, and actual tonnage of street sweeping debris collected from both for fiscal years. Annual reports must be submitted on or before March 31 following the reporting year.

EXHIBIT 4

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, City of Moorpark, California, a municipal corporation ("City") has awarded to G.I. Industries, a Waste Management company ("Principal"), an exclusive franchise for the collection, processing, recycling and disposal of solid waste generated within City; and

WHEREAS, the exclusive franchise, identified as "Amended and Restated Franchise Agreement for Providing Residential and Commercial Solid Waste Services" is incorporated by this reference; and

WHEREAS, the Principal is required under the terms of the exclusive franchise to furnish a bond for its faithful performance;

NOW, THEREFORE, we, Principal and _____, as Surety, are held and firmly bound unto City in the penal sum of Two Hundred Thousand Dollars (\$200,000.00), lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation will become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, will in all things stand to, abide by, well and truly keep and perform the covenants, conditions, and provisions in the exclusive franchise and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to his or their true intent and meaning, and will indemnify and save harmless City, its elected and appointed boards, officials, commissions, officers, agents, volunteers, contractors and employees, as therein stipulated; otherwise, this obligation will be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees will be included, including reasonable attorneys' fees, incurred by City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the exclusive franchise, the work to be performed thereunder, or the specifications accompanying the exclusive franchise will in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the exclusive franchise, the work, or the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety on _____, 2024.

(Type name of Principal)

(Type address of Principal)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

CITY ATTORNEY

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

EXHIBIT 5

FORM OF CORPORATE GUARANTY

THIS GUARANTY (“Guaranty”) is given as of the ____ day of _____ 2024, and is made with reference to the following facts and circumstances:

A. G.I. Industries (“Contractor”) is a corporation organized under the laws of the State of Utah. Waste Management, Inc. (“Guarantor”) is a corporation organized under the laws of the State of Delaware. Contractor is an indirect wholly-owned subsidiary of Guarantor.

B. Contractor and the City of Moorpark (“City”) have negotiated an Agreement entitled Amended and Restated Franchise Agreement for Providing Residential and Commercial Solid Waste Services (“Agreement”).

C. It is a requirement of the Agreement that Guarantor guarantee Contractor’s performance of the Agreement.

D. Guarantor is providing this Guaranty and other considerations to induce City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor irrevocably and unconditionally guarantees to City the complete and timely performance by Contractor of each and every term of the Agreement that Contractor is required to perform. If Contractor fails to perform any term of the Agreement, Guarantor will promptly and fully perform it in the place of Contractor, or cause it to be performed. Guarantor also guarantees all obligations to City, including, without limitation, payment to City of any damages, costs, or expenses that might become recoverable by City from Contractor due to its breach of the Agreement.

2. **Guarantor’s Obligations are Absolute.** The obligations of Guarantor under this Guaranty are continuing, unconditional, and unlimited, and, with respect to any payment obligation of Contractor under the Agreement, constitute a guarantee of payment and not of collection, and are not conditional upon the validity or enforceability of the Agreement. In any action brought against Guarantor to enforce, or for damages or breach of, its obligations under this Guaranty, Guarantor will be entitled to all defenses, if any, that would be available to Contractor in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. **Waivers.** Guarantor has no right to terminate this Guaranty, or to be released, relieved, exonerated, or discharged from its obligations under this Guaranty for any reason, including, without limitation: (a) the insolvency, bankruptcy, reorganization, or cessation of existence of Contractor; (b) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from

the actual or purported termination of the Agreement; (c) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder, or the impairment or suspension of any of City's rights or remedies against Contractor; or (d) any merger or consolidation of Contractor with any other entity, or any sale, lease, or transfer of any or all the assets of Contractor. Without limiting the generality of the foregoing, Guarantor waives the rights and benefits under California Civil Code Section 2819.

Guarantor waives all benefits and defenses under California Civil Code Sections 2846, 2849, and 2850, including, without limitation, the right to require City to (a) proceed against Contractor; (b) proceed against or exhaust any security or collateral City may now or later hold; or (c) pursue any other right or remedy for Guarantor's benefit. Guarantor agrees that City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor, or any other guarantor or pledgor, and without proceeding against or exhausting any security or collateral City may now or later hold. City may, in its sole discretion, exercise all rights and remedies available to it against Contractor, or any other guarantor or pledgor, without impairing City's rights and remedies in enforcing this Guaranty.

Guarantor expressly waives diligence, presentment, demand for payment or performance, protest, and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed under this Guaranty are paid or performed, Guarantor's obligations will continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from City as a preference, fraudulent transfer, or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery; and (b) payment in full of any obligations then outstanding.

4. Term. This Guaranty is not limited to any period of time, but will continue in full force and effect until all of the terms of the Agreement have been fully performed or otherwise discharged. Guarantor will remain fully responsible under this Guaranty without regard to the acceptance by City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor will not be released from its obligations under this Guaranty so long as there is any claim by City against Contractor arising out of the Agreement based on Contractor's failure to perform, which failure has not been settled or discharged.

5. No Waivers. No delay by City in exercising any rights under this Guaranty, nor City's failure to exercise those rights, will operate as a waiver of those rights. No notice to or demand on Guarantor will be a waiver of any obligation of Guarantor, or right of City, to take other or further action without notice or demand. No modification or waiver of any provisions of this Guaranty will be effective unless it is in writing and signed by City and by Guarantor, nor will any waiver be effective except in the specific instance or matter for which it is given.

6. Attorneys' Fees. If Guarantor breaches its obligations under this Guaranty Guarantor will pay reasonable attorneys' fees, and all other reasonable costs and expenses that are incurred by City in enforcing this Guaranty, or that are incurred in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the Parties under this Guaranty.

7. Governing Law: Jurisdiction. This Guaranty is and will be deemed to be a contract entered into under the laws of the State of California and will be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes including, but not limited to, matters of construction, validity, and performance. Guarantor agrees that any action brought by City to enforce this Guaranty may be brought in any court of the State of California, and Guarantor consents to personal jurisdiction over it by those courts solely for the purpose of any action brought by City to enforce this Guaranty. Guarantor appoints the following person as its agent for service of process in California:

The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

With a copy by certified mail to:

Waste Management, Inc.
800 Capital Street, Suite 3000
Houston, TX 77002
Attn: General Counsel
GCLegal@wm.com

8. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of this Guaranty, which portions are severable and will continue in full force and effect.

9. Binding On Successors. This Guaranty inures to the benefit of City and its successors and shall be binding upon Guarantor and its successors, including any transferee of substantially all of Guarantor's assets, and its shareholders in the event of Guarantor's dissolution or insolvency.

10. Authority. Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that the execution of this Guaranty has been authorized by all necessary action under its articles of incorporation and by-laws, and that the person signing this Guaranty on its behalf has the authority to do so.

11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To City: City Manager
Moorpark City Hall
323 Science Drive
Moorpark, CA 93021

with a copy to the City Attorney at the same address.

To the Guarantor:

Waste Management, Inc.
800 Capital Street, Suite 3000
Houston, TX 77002
Attn: General Counsel
GCLegal@wm.com

IN WITNESS WHEREOF, THE FOREGOING IS EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

WASTE MANAGEMENT, INC.
a Delaware corporation

By: _____
Authorized Representative

Title: Vice President & Treasurer

Date: _____

By: _____
Authorized Representative

Title: _____

Date: _____

SIGNATURES TO BE NOTARIZED

STATE OF TEXAS

COUNTY OF HARRIS

Each of Leslie Nagy, Vice President & Treasurer, and _____,
_____ of Waste Management, Inc., a corporation, known to me to be
the persons whose names are subscribed to the foregoing instrument, acknowledged to
me that he or she executed the same for the purposes therein expressed, in the
capacity therein stated and as the act and deed of said corporation.

Given under my seal of officer, the ____ day of _____, 2024.

EXHIBIT 6

DEPICTION OF 125 ACRE AND 131 ACRE SITES



Above: Proposed 125-Acre Purchase Area (bordered in yellow)



Below: Future Purchase Area (bordered in yellow)



EXHIBIT 7
ACCEPTABLE MATERIALS FOR BLUE CONTAINERS

Materials that are acceptable in Blue Containers must be Source Separated from Black Container Waste and Green Container Organic Waste, dry, loose (not bagged), unshredded, empty, and include **ONLY** the following Recyclable Materials:

Aluminum cans	Newspaper
PET bottles with the symbol #1	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 Paper Products or Printing and Writing 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 that are not acceptable in Blue Containers 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 & 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 Recyclable Materials less than 4" in size (in any dimension)	Propane tanks, fuel cannisters
Batteries	Green Container Materials, Black Container Waste, or Excluded Waste

EXHIBIT 8

ACCEPTABLE MATERIALS FOR GREEN CONTAINERS

Materials that are acceptable in the Green Containers must be Source Separated from the materials that are acceptable for the Blue Container and Black Container, and include the following:

Bagged Food Waste, Food Soiled Paper (including coffee filters, paper bags, napkins, and tea bags), Food Scraps (including bones) and pet food	Yard trimmings, including fresh flowers, shrubbery, tree trimmings, wood chips, grass, weeds, leaves, prunings, dead plants, and bushes
Organic Animal Bedding	Sod
Cannabis waste	Chopsticks
Corks (natural)	Organic Holiday decorations, such as pumpkins or Christmas trees (free of flocking or tinsel)
Fresh flowers	Manure

Materials that are not acceptable in Green Containers include, but are not limited to the following:

Loose plastic bags and film	Treated wood
Tree stumps	Tree roots
Textiles and carpets	Paper Products or Printing and Writing Paper
Pet waste	Digestates or sludges
Biosolids	Recyclable Materials, Black Container Waste, or Excluded Waste