

1 **AGREEMENT TO PROVIDE**
2 **RESIDENTIAL REFUSE, RECYCLABLE MATERIALS,**
3 **AND ORGANIC WASTE COLLECTION SERVICES**

4
5 **Executed between the**
6 **County of Ventura and Arakelian Enterprises, Inc.**

7
8
9
10
11
12

TABLE OF CONTENTS
Collection Services Agreement

13
14
15

16	Article 1. Definitions.....	6
17	Article 2. Term of Agreement.....	16
18	Article 3. Conditions Governing Services.....	17
19	Article 4. Regulatory Fees and Payments.....	18
20	Article 5. General Requirements.....	19
21	Article 6. Maximum Service Rates.....	24
22	Article 7. Collection Service Billing.....	26
23	Article 8. Diversion Requirements.....	27
24	Article 9. Service Units.....	28
25	Article 10. SFD Service.....	29
26	Article 11. MFD Service.....	35
27	Article 12. Additional Services.....	41
28	Article 13. Collection Routes.....	42
29	Article 14. Minimum Performance and Diversion Standards.....	43
30	Article 15. Collection Equipment.....	46
31	Article 16. Contractor's Office.....	49
32	Article 17. Contractor Support Services.....	50
33	Article 18. Emergency Service.....	53
34	Article 19. Record Keeping and Reporting Requirements.....	54
35	Article 20. Nondiscrimination.....	59
36	Article 21. Service Inquiries and Complaints.....	59
37	Article 22. Quality of Performance of Contractor.....	60

38	Article 23. Performance Bond	61
39	Article 24. Insurance.....	62
40	Article 25. Hold Harmless and Indemnification.....	65
41	Article 26. Default of Agreement.....	67
42	Article 27. Modifications to the Agreement.....	70
43	Article 28. Interpretation	71
44	Article 29. Conflict of Interest.....	71
45	Article 30. Contractor's Personnel	71
46	Article 31. Exempt Waste	74
47	Article 32. Independent Contractor	74
48	Article 33. Laws to Govern.....	74
49	Article 34. Consent to Jurisdiction.....	74
50	Article 35. Assignment.....	74
51	Article 36. Compliance with Laws	76
52	Article 37. Permits and Licenses.....	76
53	Article 38. Ownership of Written Materials	76
54	Article 39. Waiver	77
55	Article 40. Prohibition Against Gifts.....	77
56	Article 41. Point of Contact	77
57	Article 42. Notices	77
58	Article 43. Transition to Next Contractor	78
59	Article 44. Contractor's Records	78
60	Article 45. Entire Agreement.....	79

61	Article 46. Severability	79
62	Article 47. Right to Require Performance.....	80
63	Article 48. All Prior Agreements Superseded	80
64	Article 49. Headings	80
65	Article 50. Exhibits	80
66	Article 51. No Third-Party Beneficiaries	80
67	Article 52. Effective Date	80
68	Exhibit 1 County Approved Maximum Service Rates.....	82
69	Exhibit 2 Service Area Map	85
70	Exhibit 3 Collection Container Specifications.....	86
71	Exhibit 4 Transition Plan.....	88
72	Exhibit 5 Administrative Charges and Penalties	97
73	Exhibit 6 Customer Service Plan	99
74	Exhibit 7 Collection Service Operations Plan.....	102
75	Exhibit 8 Sustainability and Compliance Plan.....	114
76	Exhibit 9 Outreach and Education Plan	114
77	Exhibit 10 Acceptable Recyclable Materials	130
78	Exhibit 11 Rate Adjustment Calculation Worksheet.....	131
79	Exhibit 12 Former Service Area Map.....	1313
80		
81		
82		

83 **AGREEMENT**

84
85 This agreement ("Agreement") is entered into as of the Effective Date as defined in Article
86 1 below, by and between the County of Ventura, a county of the State of California (hereinafter
87 "County") and Arakelian Enterprises, Inc. (hereinafter "Contractor"), sometimes singularly referred to
88 as the "Party" and collectively referred to as the "Parties" to this Agreement.
89

90 **RECITALS**

91
92 WHEREAS, the Legislature of the State of California, by enactment of the California Integrated
93 Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at
94 California Public Resources Code Section 40000 et seq.), has declared it is in the public interest to
95 authorize and require local agencies to provide for refuse collection within their jurisdiction; and

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

104 WHEREAS, pursuant to its County Code and California Public Resources Code Section
105 40059(a) as may be amended from time to time, County has determined that the public health, safety,
106 and well-being require that an exclusive right be awarded to a qualified contractor to provide for the
107 collection of refuse, recyclable materials, and organic waste materials, except for collection of
108 materials excluded in County's County Code, and other services related to meeting the Act's fifty
109 percent (50%) diversion goal and other requirements of the Act. County further declares its intent to
110 regulate and set the Maximum Service Rates Contractor may charge Service Recipients for the
111 collection, transportation, processing, recycling, composting, and/or disposal of refuse, recyclable
112 materials, and organic waste materials; and

113 WHEREAS, the Board of Supervisors has determined that Contractor, by demonstrated
114 experience, reputation, and capacity, is qualified to provide for the collection of refuse, recyclable
115 materials, and organic waste materials within the corporate limits of County, the transportation of such
116 material to appropriate places for processing, recycling, composting and/or disposal; and Board of
117 Supervisors desires that Contractor be engaged to perform such services on the basis set forth in this
118 Agreement; and, Contractor has represented that it has the ability and capacity to provide for the
119 collection of refuse, recyclable materials, and organic waste materials within the boundary limits of the
120 County; the transportation of such material to appropriate places for processing, recycling, composting
121 and/or disposal; and the processing of materials; and

122 WHEREAS, the rights conveyed pursuant to this Agreement are valuable and confer specific
123 benefits not otherwise available to noncontracting parties, including the rights to transact business,
124 provide services utilizing the public right of way rendering the service more efficient, and operate an
125 exclusive public utility within the awarded service area(s); and

126 WHEREAS, the rights conveyed pursuant to this Agreement grant the Contractor the right to
127 enter and use County property including, but not limited to: 1) the special ability to drive heavy vehicles
128 on a weekly basis on all County roads involving numerous stops with the associated traffic impacts,
129 2) allowing the placement of waste, recycling, and green bins in the County right of way(curtilage) on
130 a weekly basis with the resultant parking and traffic impacts, 3) the ability to operate at the hours
131 specified herein with equipment that creates substantial noise impacts in residential areas, and 4) for
132 the privilege of being the sole contractor in the awarded area; and

133 WHEREAS, the Parties agree that Solid Waste Collection Services shall be provided pursuant
134 to this Agreement as of 12:00 a.m. January 1, 2024 ("Commencement Date").

135 NOW, THEREFORE, in consideration of the mutual covenants, agreements and consideration
136 contained in this Agreement, the receipt and adequacy being hereby acknowledged, the County and
137 Contractor agree as follows:

138 Article 1. Definitions

139 For the purposes of this Agreement, the definitions contained in this Article apply unless otherwise
140 specifically stated. When not inconsistent with the context, words used in the present tense include the
141 future, words in the plural include the singular, and words in the singular include the plural. Use of the
142 masculine gender includes all genders including the feminine gender, and vice versa. The meaning of terms
143 or words not defined in this Article will be as commonly understood in the Solid Waste collection services
144 industry when the common understanding is uncertain.

145 1.1 AB 341. "AB 341" means State of California Assembly Bill No. 341 approved on or about October
146 5, 2011. AB 341 requires businesses, defined to include commercial or public entities that generate more
147 than 4 cubic yards of commercial Solid Waste per week or multifamily residential dwellings (MFD) of 5 units
148 or more, to arrange for recycling services and requires jurisdictions to implement a commercial Solid Waste
149 recycling program.

150 1.2 AB 827. "AB 827" means State of California Assembly Bill No. 827 approved on or about October
151 02, 2019. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or
152 mandated to recycle organics under AB 1826 ("MOR") or SB 1383 and that provide Service Recipients
153 access to the business, to provide Service Recipients with a recycling bin and/or organics collection bin for
154 those waste streams that is visible, easily accessible, and adjacent to each bin or container for refuse.

155 1.3 AB 939. "AB 939" or "Act" means "The California Integrated Waste Management Act of 1989"
156 codified in part in Public Resources Code §§ 40000 et seq, and such regulations adopted by the California
157 Department of Resources Recycling and Recovery ("CalRecycle") for implementation of the Act, or its
158 successor agency, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016
159 (Chapter 343, Statues of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling
160 Resources Code § 40000 and following as it may be amended and as implemented by the regulations of
161 CalRecycle.

- 162 1.4 AB 1594. "AB 1594" means State of California Assembly Bill No. 1594 approved on or about
163 September 28, 2014. AB 1594 provides that, as of January 1, 2020, the use of green material as Alternative
164 Daily Cover ("ADC") does not constitute diversion through recycling and is considered disposal.
- 165 1.5 AB 1826. "AB 1826" means State of California Assembly Bill No. 1826 approved on or about
166 September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an
167 organic waste recycling program to divert from the landfill organic waste from businesses. Each business
168 meeting specific organic waste or Solid Waste generation thresholds, phased in from April 1, 2016 to
169 January 1, 2020, is required to arrange for organic waste recycling services.
- 170 1.6 Agreement. "Agreement" means the written agreement between the County and the Contractor
171 covering the work to be performed and all contract documents attached to the agreement and made a part
172 thereof.
- 173 1.7 Agreement Administrator. "Agreement Administrator" means the County Administrator, or his or her
174 designee, designated to administer and monitor the provisions of the Agreement.
- 175 1.8 Alternative Fuel Vehicle. "Alternate Fuel Vehicle" means a vehicle whose engine uses a fuel other
176 than gasoline or diesel fuel, such as compressed natural gas (CNG) or other fuel with comparably low
177 emissions of air pollutants.
- 178 1.9 Applicable Law. "Applicable Law" means all laws, regulations, rules, orders, judgments, decrees,
179 permits, approvals, or other requirement of any federal, state, the County, and local governmental agency
180 having jurisdiction over the collection, diversion, and disposition of Solid Waste, including Recyclable
181 Materials, Organic Waste, Construction and Demolition Debris, and environmental regulation. Applicable
182 Law includes, but is not limited to, the statutory changes made by AB 341, AB 827, AB 939, AB 1594, AB
183 1826, SB 1016, and SB 1383.
- 184 1.10 Bin. "Bin" means a metal or plastic waste container designed or intended to be mechanically
185 serviced by a front-end loader vehicle. It shall be designed to hold from one (1) to six (6) cubic yards of
186 material with the lid properly closed. The specifications for Contractor-provided Bins are set forth in Exhibit
187 3.
- 188 1.11 Biohazardous or Biomedical Waste. "Biohazardous or Biomedical Waste" means any waste which
189 may cause disease or reasonably be suspected of harboring pathogenic organisms; included are waste
190 resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may
191 consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens,
192 hypodermic needles, sharps, contaminated clothing, and surgical gloves.
- 193 1.12 Board. "Board" means the Ventura County Board of Supervisors.
- 194 1.13 Bulky Items. "Bulky Items" means Solid Waste consisting of discarded White Goods, furniture, tires,
195 carpets, mattresses, e-waste, and similar items which do not fit in a regular Collection Container and require
196 special handling due to their size but can be collected and transported without the assistance of special
197 loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include

198 debris and materials from construction and demolition activities, abandoned automobiles and other
199 vehicles, nor does it include items defined as Exempt Waste.

200 1.14 Business Day. "Business Day" means any day Monday through Friday, excluding any holidays as
201 defined in Section 5.3.

202 1.15 Calendar Year. "Calendar Year" means each twelve (12) month period from January 1 to December
203 31.

204 1.16 Cart. "Cart" means a heavy plastic receptacle with a rated capacity of at least twenty (20) and not
205 more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided by the
206 Contractor, approved by the County, and used by Service Recipients for collection, accumulation, and
207 removal of Solid Waste from Residential Premises in connection with Collection Services. The
208 specifications for Contractor-provided Carts are set forth in Exhibit 3.

209 1.17 CERCLA. "CERCLA" means the Comprehensive Environmental Response, Compensation and
210 Liability Act of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations
211 promulgated thereunder.

212 1.18 Change in Law. "Change in Law" means the occurrence of any of the following events after the
213 Effective Date, when such event has a material and adverse effect on the Parties' performance of their
214 respective obligations under this Agreement (except for any payment obligations): (i) the enactment,
215 adoption, promulgation, amendment, repeal, judicial interpretation, or formal administrative interpretation
216 of any Applicable Law; (ii) the issuance of any order or judgment of any federal, state, or local court or
217 agency in a proceeding to which a Party is a party, but not to the extent such order or judgment finds the
218 Party asserting there to have been a Change in Law to have been negligent or otherwise at fault; or (iii) the
219 denial, suspension, or termination of any government permit or other entitlement, but not to the extent such
220 denial, suspension, or termination is the result of any act or omission of the Party asserting there to have
221 been a Change in Law.

222 1.19 Collect and Collection and Collected. "Collect" and "Collection" and "Collected" mean the removal
223 of Solid Waste from a Service Unit and transportation to a Disposal Facility, Organic Waste Processing
224 Facility, Materials Recovery Facility, or Transfer Station as appropriate.

225 1.20 Collection Container. "Collection Container" means a Bin, Cart, or Roll-Off Container that is
226 approved by the Agreement Administrator for use by Service Recipients for Collection Services under this
227 Agreement.

228 1.21 Collection Services. "Collection Services" means Contractor's obligations under this Agreement to
229 Collect Solid Waste within the Service Area.

230 1.22 Collection Vehicle. "Collection Vehicle" means a licensed vehicle that has all required licenses to
231 provide Collection Service and that has been approved by the Agreement Administrator for use under this
232 Agreement.

- 233 1.23 Commencement Date. "Commencement Date" means the date specified in Section 2.1 of this
234 Agreement.
- 235 1.24 Compost. "Compost" means the act or product produced from Composting.
- 236 1.25 Composting. "Composting" means the act of the controlled biological decomposition of Organic
237 Wastes that are Source Separated or are separated at a centralized facility. Composting may also include
238 the product of anaerobic digestion or other conversion technologies.
- 239 1.26 Construction and Demolition Debris. "Construction and Demolition Debris" means discarded
240 materials removed from Premises, resulting from construction, renovation, remodeling, repair,
241 deconstruction, or demolition operations on any pavement, house, or other structure or from landscaping.
242 Such materials include but are not limited to "inert wastes" as defined in Public Resources Code Section
243 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt), gravel, plaster, gypsum
244 wallboard, aluminum, glass, plastic pipe, roofing material, carpeting, wood, masonry, trees, remnants of
245 new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials,
246 packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations
247 on pavements, houses, and other structures.
- 248 1.27 Consumer Price Index (CPI). "Consumer Price Index or CPI" mean the index set published by the
249 United States Department of Labor, Bureau of Labor Statistics titled *Garbage and trash collection in U.S.*
250 *city average, all urban consumers, seasonally adjusted* and with series identification number
251 CUSR0000SEHG02.
- 252 1.28 Contaminant. "Contaminant" means any material or substance placed into or found in a Collection
253 Container other than the type of Source Separated material for which that Collection Container is intended
254 or reserved. For example, anything that is not Recyclable Materials is a Contaminant if placed into or found
255 in a Recyclable Materials Collection Container. Similarly, anything that is not Organic Waste is a
256 Contaminant if placed into or found in an Organic Waste Collection Container.
- 257 1.29 Contractor. "Contractor" means the above-identified party having entered into this Agreement and
258 any wholly owned subsidiaries that are performing work under the scope of this franchise agreement.
- 259 1.30 County. "County" means the County of Ventura, California, a political subdivision of the State of
260 California.
- 261 1.31 County Administrator. "County Administrator" means the Director, or his or her designated
262 representative, or any employee of the County who succeeds to the duties and responsibilities of the County
263 Administrator.
- 264 1.32 County Code. County Code means the Ventura County Ordinance Code.
- 265 1.33 Director. "Director" means the Director of the County Public Works Agency, or his or her designee.

- 266 1.34 Dispose or Disposal. "Dispose" or "Disposal" means the final disposition of Solid Waste at a
267 permitted Landfill or other permitted Solid Waste disposal facility, as defined in California Public Resources
268 Code 40192(b).
- 269 1.35 Disposal Facility. "Disposal Facility" means any destination permitted for the Disposal of Refuse or
270 other materials.
- 271 1.36 Diversion, Diverted, or Divert. "Diversion", "Diverted", or "Divert" means the programs and activities
272 that reduce or eliminate the Disposal of Solid Waste in landfills and return these materials to the commerce
273 stream in the form of raw materials for new, reused, or reconstituted products, which meet the quality
274 standards necessary to be used in the marketplace. Diversion activities can include source reduction,
275 reuse, salvage, Recycling, and Composting.
- 276 1.37 Dwelling Unit. "Dwelling Unit" means one or more rooms with internal access between all rooms,
277 which provide complete independent living facilities for at least one family, including provisions for living,
278 sleeping, eating, cooking, bathing, and sanitary facilities.
- 279 1.38 Effective Date. "Effective Date of Agreement" shall mean the date on which the Agreement is
280 signed by the last of the parties hereto.
- 281 1.39 Electronic Waste (E-Waste). "Electronic Waste" or "E-Waste" means any electronic devices or
282 cathode ray tubes, as described by Title 22, Section 66273.3 or 66273.6 of the California Code of
283 Regulations (CCR) and/or by Title 40 Code of Federal Regulations, Part 273, as may be amended or
284 superseded by applicable state and federal regulations.
- 285 1.40 Exempt Waste. "Exempt Waste" means Biohazardous or Biomedical Waste, Hazardous Waste,
286 Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-
287 acid batteries, dead animals, and those wastes under the control of the Nuclear Regulatory Commission.
- 288 1.41 Food Waste. "Food Waste" means food scraps including all edible or inedible food such as, but not
289 limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese,
290 coffee grounds, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are
291 Source Separated from other Food Scraps. Food Waste will be expanded to include food-soiled paper,
292 which is compostable paper material that has contacted food or liquid, such as, but not limited to,
293 compostable paper plates, paper coffee cups, napkins, and pizza boxes, once local infrastructure is capable
294 of accepting it for composting or upon state or local mandate, whichever occurs first.
295
- 296 1.42 Green Waste. "Green Waste" means grass clippings, leaves, landscape and pruning waste, wood
297 materials from trees and shrubs, and other forms of organic materials generated from landscapes or
298 gardens.
- 299 1.43 Gross Revenue. "Gross Revenue" means all monetary amounts actually collected or received by
300 Contractor from Service Recipients for the provision of Collection Services pursuant to this Agreement.

301 1.44 Hazardous Waste. "Hazardous Waste" means a waste, or combination of wastes as defined in one
302 or more of the following: Code of Federal Regulations Title 41, California Code of Regulations, Title 14
303 §17225.32, Health and Safety Code §25117, or in any successor federal or state laws and regulations as
304 may be amended from time to time. In the event of any conflict between federal and state law hereunder,
305 the broadest definition of "Hazardous Waste" shall prevail.

306 1.45 Holiday. "Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day,
307 Thanksgiving Day, Christmas Day, and any other day recognized by resolution of the Board of Supervisors
308 or designated by Contractor as a day on which waste Collection Service will not be provided until the
309 following day, excluding Sunday.

310 1.46 Home Compost Bin. "Home Compost Bin" means a portable durable container purchased by the
311 Contractor and distributed to SFD or MFD Service Recipients as requested and stored and distributed by
312 the Contractor to SFD or MFD Service Recipients for use by those Service Recipients to compost Organic
313 Waste at their Premises.

314 1.47 Household Hazardous Waste or HHW. "Household Hazardous Waste" or "HHW" means that waste
315 resulting from products purchased by the general public for household use which, because of its quantity,
316 concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential
317 hazard to human health or the environment when improperly treated, disposed or otherwise managed, or,
318 in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit
319 any of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per California Code of
320 Regulations Title 22, Division 4.5, Chapter 11, Section 66261.3.

321 1.48 Kitchen Food Waste Pail. "Kitchen Food Waste Pail" means a receptacle with a rated capacity not
322 exceeding two and one-half (2.5) gallons, having a hinged lid, suitable for use in a SFD Service Unit for
323 temporary storage of SFD Organic Waste that is approved for such purpose by County.

324 1.49 Materials Recovery Facility. "Materials Recovery Facility" or "MRF" means a facility permitted to
325 accept commingled Solid Waste, Organic Waste and Recyclable Materials for separation into marketable
326 Recyclable Materials.

327 1.50 Maximum Service Rate. "Maximum Service Rate" means the maximum amount that Contractor
328 may charge Service Recipients for Collection Services and Special Services, as listed in Exhibit 1, and as
329 may be adjusted in accordance with the provisions of this Agreement.

330 1.51 Multi-Family Dwelling or MFD. "Multi-Family Dwelling" and "MFD" means Residential Premises with
331 five (5) or more Dwelling Units as defined in Ventura County Ordinance 4590, Section 4741-52. Consistent
332 with 14 CCR Section 18982(6), Residential Premises that consist of fewer than five (5) units are not "Multi-
333 Family" and instead are "Single-Family" for the purposes of implementing this Article. Multi-Family Premises
334 do not include hotels, motels, or other transient occupancy facilities.

335 1.52 MFD Collection Service. "MFD Collection Service" means Collection Services provided to Multi-
336 Family Dwellings.

337 1.53 MFD Large Item Collection Service. "MFD Large Item Collection Service" means the periodic on-
338 call Collection of Bulky Items, by Contractor, from MFD Service Units in the Service Area and the delivery
339 of those Bulky Items to a Disposal Facility, Materials Recovery Facility or such other facility as may be
340 appropriate under the terms of this Agreement. MFD Large Item Collection Service may include the
341 Collection of Bulky Items using Roll-Off Containers.

342 1.54 MFD Organic Waste Collection Service. "MFD Organic Waste Collection Service" means the
343 Collection of Organic Waste, by Contractor, from MFD Service Units in the Service Area, the delivery of
344 those Organic Waste materials to an Organic Waste Processing Facility and the processing and marketing
345 of those Organic Waste materials, and the disposal of all MFD Organic Waste Processing Residue.

346 1.55 MFD Recycling Service. "MFD Recycling Service" means the Collection of Recyclables Materials
347 by the Contractor from MFD Service Units in the Service Area, the delivery of those Recyclable Materials
348 to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials, and the
349 disposal of all MFD Recyclables Materials Processing Residue.

350 1.56 MFD Refuse Collection Service. "MFD Refuse Collection Service" means the Collection of Refuse,
351 by Contractor, from MFD Service Units in the Service Area and the delivery of that Refuse to a Disposal
352 Facility.

353 1.57 Non-Collection Notice. "Non-Collection Notice" means a written notice approved by the Agreement
354 Administrator that notifies a Service Recipient of the reason Contractor did not Collect Solid Waste set out
355 for Collection. Non-Collection Notice should meet notification requirements in Applicable Law (see SB 1383)
356 and California Code of Regulations Section 18995.1 (a) (4) for instances of non-collection due to Prohibited
357 Container Contaminants.

358 1.58 Organic Waste. "Organic Waste" has the same meaning as set forth in Ventura County Ordinance
359 4590, Section 4741-54, as may be amended from time to time. For purposes of this Agreement, "Organic
360 Waste" does not include any item that, at the time of collection, is not presently accepted at an Organic
361 Waste Processing Facility in Ventura County.

362 1.59 Organic Waste Collection Service. "Organic Waste Collection Service" means the Collection of
363 Organic Waste from Service Units and processing at an Organic Waste Processing Facility, and the
364 disposal of all Organic Waste Processing Residue.

365 1.60 Organic Waste Processing Facility. "Organic Waste Processing Facility" means any facility
366 designed, operated, and legally permitted for the purpose of receiving and processing Food Waste, Green
367 Waste, and Organic Waste.

368 1.61 Overage. "Overage" means Solid Waste set out for Collection either on top of or outside of a
369 Container or in any manner preventing the Container lid from completely closing or potentially causing Solid
370 Waste to spill during Collection by Contractor's vehicles.

371 1.62 Premises. "Premises" means any land or building in Ventura County where waste is generated or
372 accumulated.

373 1.63 Prohibited Container Contaminants. "Prohibited Container Contaminants" means any of the
374 following but does not include Organic Waste specifically allowed for Collection in a Container that is
375 required to be transported to a high diversion organic waste processing facility if the waste is specifically
376 identified as acceptable for Collection in that Container in a manner that complies with the requirements of
377 14 CCR Section 18984.1, 18984.2, or 18984.3. (A) Non-Organic Waste placed in a Collection Container
378 designated for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (B) Organic
379 Wastes that are, carpet, hazardous wood waste, or non-compostable paper placed in the Collection
380 Container that is part of an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1
381 or 18984.2; (C) Organic Wastes, placed in a Collection Container designated for Refuse, that pursuant to
382 14 CCR Section 18984.1 or 18984.2 were intended to be Collected separately in a Collection Container
383 designated for Organic Waste or Recyclable Materials; (D) Organic Wastes placed in the Collection
384 Container designated for Recyclable Materials shall be considered Prohibited Container Contaminants
385 when those wastes were specifically identified in this Agreement, or through local ordinance for Collection
386 in the Container designated for Organic Waste, or mutually agreed to and promulgated by the County and
387 Contractor. Paper products, printing and writing paper, wood and dry lumber may be considered acceptable
388 and not considered Prohibited Container Contaminants if they are placed in Collection Container
389 designated for Recyclable Materials; and (E) Exempt Waste placed in any Collection Container.

390 1.64 Quarter. "Quarter" means a three-month period during a calendar year. The first Quarter is January
391 through March. The second Quarter is April through June. The third Quarter is July through September.
392 The fourth Quarter is October through December.

393 1.65 Rate Year. "Rate Year" means the period January 1 to December 31, for each year during the Term
394 of this Agreement.

395 1.66 Recyclable Materials. "Recyclable Materials" means materials separated from Refuse prior to
396 disposal to be recycled consistent with the requirements of the Act. Recyclable Materials that can be placed
397 in the Recycling Container include, but are not limited to, glass and plastic bottles, aluminum, tin and steel
398 cans, metals, unsoiled paper products, printing and writing paper, and cardboard, and any other items as
399 determined by the Agreement Administrator. For purposes of this Agreement, Recyclable Materials do not
400 include any item that at the time of collection is not presently accepted at a Materials Recovery Facility
401 utilized by Contractor.

402 1.67 Recycling. "Recycling" means the process of collecting, sorting, cleansing, treating and/or
403 marketing Recyclable Materials that would otherwise become Refuse, and returning them to the economic
404 mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality
405 standards necessary to be used in the marketplace. The collection, transportation or disposal of Solid
406 Waste not intended for, or capable of, reuse is not Recycling. "Recycling" does not include transformation
407 as defined in Public Resource Code Section 40201.

408 1.68 Refuse. "Refuse" means all putrescible and non-putrescible solid, semi-solid and associated liquid
409 waste generated or accumulated through the normal activities of a Premises. Refuse does not include
410 Recyclable Materials, Organic Waste, or Bulky Items, that is source-separated and set out for purposes of
411 collection and recycling.

- 412 1.69 Regulatory Fees. "Regulatory Fees" means any and all County fees applicable to Contractor arising
413 from, or related to, Contractor provision of Collection Service(s) pursuant to applicable County ordinances
414 and resolutions. The Regulatory Fees, which may be supplemented or otherwise modified in County's sole
415 discretion, currently include a Waste Management Fee, a Collector Fee, and a Countywide Integrated
416 Waste Management Plan Fee, pursuant to County Code Sections 4775, 4750-6, and 4792, respectively,
417 as may be amended. The Waste Management Fee and Collector Fee shall not be passed, in whole or in
418 part, onto the Service Recipient.
- 419 1.70 Residential Premises. "Residential Premises" means any building or structure, or portion thereof,
420 used for residential housing purposes.
- 421 1.71 Residual or Residuals. "Residual" or "Residuals" means Solid Waste that is not Diverted from
422 landfill Disposal after it has been delivered to an Organic Waste Processing Facility or a Materials Recovery
423 Facility for processing for Diversion from landfill Disposal. Residual does not include Recyclable Materials
424 or Organic Material that is processed for Diversion but lacks an available market.
- 425 1.72 Roll-Off Container. "Roll-Off Container" means a metal container with a capacity of ten (10) or more
426 cubic yards that is normally loaded onto a specialized Collection vehicle and transported to an appropriate
427 facility.
- 428 1.73 SB 1383. "SB 1383" means State of California Senate Bill 1383 Short-lived Climate Pollutants:
429 Organic Waste Reductions, approved on or about September 19, 2016.
- 430 1.74 Service Area. "Service Area" means the unincorporated area within Ventura County as shown in
431 Exhibit 2.
- 432 1.75 Service Recipient. "Service Recipient" means the owner, occupant, or user of premises receiving
433 Collection Service pursuant to this Agreement.
- 434 1.76 Service Unit. "Service Unit" means a single subscriber to Contractor's Collection Services.
- 435 1.77 Single-Family Dwelling or SFD. "Single Family Dwelling Unit or SFD" shall mean a residential
436 building or a mobile home with fewer than five (5) principal Dwelling Units.
- 437 1.78 SFD Collection Service. "SFD Collection Service" means Collection Services provided to Single-
438 Family Dwellings.
- 439 1.79 SFD Large Item Collection Service. "SFD Large Item Collection Service" means the periodic on-
440 call Collection of Bulky Items, by Contractor, from SFD Service Units in the Service Area and the delivery
441 of those Bulky Items to a Disposal Facility, Materials Recovery Facility or other such facility as may be
442 appropriate under the terms of this Agreement.
- 443 1.80 SFD Organic Waste Collection Service. "SFD Organic Waste Collection Service" means the
444 Collection of Organic Waste, by Contractor, for SFD Service Units in the Service Area, the delivery of those

445 Organic Waste Materials to an Organic Waste Processing Facility and the processing and marketing of
446 those Organic Waste materials, and the disposal of all SFD Organic Waste Processing Residual.

447 1.81 SFD Recycling Service. "SFD Recycling Service" means the Collection of Recyclable Materials by
448 the Contractor from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a
449 Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

450 1.82 SFD Refuse Collection Service. "SFD Refuse Collection Service" means the Collection of Refuse,
451 by Contractor, from SFD Service Units in the Service Area and the delivery of that Refuse to a Disposal
452 Facility.

453 1.83 Sludge. "Sludge" means the accumulated solids, residues, and precipitates generated because of
454 waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an
455 air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies,
456 or similar disposal appurtenances or any other such waste having similar characteristics or effects.

457 1.84 Solid Waste. "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid
458 wastes, including refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes,
459 abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or
460 chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and
461 semisolid wastes, and other discarded solid and semisolid wastes, as set forth in California Public
462 Resources Code Section 40191(a)(b), as amended from time to time. Solid Waste includes Recyclable
463 Materials and Organic Waste, unless expressly specified otherwise in this Agreement, but does not include
464 (1) Hazardous Waste; (2) radioactive waste regulated pursuant to the Health and Safety Code Section
465 114960 et seq.; (3) medical waste regulated pursuant to the Health and Safety Code Section 117600 et
466 seq. and (4) Exempt Waste.

467 1.85 Source Separated. "Source Separated" means materials that have been kept separate in the Solid
468 Waste stream, at the point of generation, for the purpose of additional sorting or processing to return them
469 to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which
470 meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR
471 Section 17402.5(b)(4).

472 1.86 Special Services. "Special Services" means Solid Waste collection services made available in the
473 Service Area, which are in addition to regularly scheduled route pickups.

474 1.87 SRRE (Source Reduction and Recycling Element). "SRRE" means the formal planning document
475 that demonstrates how the County will comply with the Act's diversion goals.

476 1.88 Term. "Term" means the time period during which the Agreement is in effect.

477 1.89 Transfer Station. "Transfer Station" means a legally permitted place used for the conveyance of
478 Solid Waste Collected by Contractor into larger vehicles prior to transportation of the Solid Waste to a
479 Disposal Facility or Processing Facility.

480 1.90 Universal Waste or U-Waste. "Universal Waste" or "U-Waste" means Electronic devices, dry-cell
481 batteries, non-empty aerosol cans, fluorescent lamps, and fluorescent bulbs, mercury thermostats, and
482 other mercury containing equipment.

483 1.91 Waste. "Waste" means the useless, unused, unwanted or discarded material and debris resulting
484 from normal residential activity or materials which, by their presence, may injuriously affect the health,
485 safety, and comfort of persons or depreciate property values in the vicinity thereof.

486 1.92 Waste Reporting System. "Waste Reporting System" means the electronic data recording and
487 reporting system used by Contractor to provide data and reports, which this Agreement requires Contractor
488 to provide to the County. Said system must be approved by the Agreement Administrator.

489 1.93 White Goods. "White goods" means enamel-coated major appliances, such as washing machines,
490 clothes dryers, hot water heaters, stoves, and refrigerators.

491 1.94 Work Day. "Work Day" means any day, Monday through Saturday, that is not a Holiday as set forth
492 in Section 5.3 of this Agreement.

493 1.95 Wood Waste. "Wood Waste" means Solid Waste consisting of stumps, large branches, tree trunks,
494 and wood pieces or particles that are generated from the manufacturing or production of wood products,
495 harvesting, processing or storage of raw wood materials, or construction and demolition activities.

496 Article 2. Term of Agreement

497 2.1 Initial Term. The initial term of this Agreement will be for a ten (10) year period beginning January
498 1, 2024 and terminating on December 31, 2033. Contractor shall commence performance of its Collection
499 Service obligations under this Agreement on January 1, 2024 ("Commencement Date").

500 2.2 Extension of Term. Contractor may request up to two, five (5) year term extensions to the Initial
501 Term, and at County's sole option, County may grant Contractor's request to extend the term. Under no
502 circumstances will County be obligated to extend the term. Contractor must request the first five (5) year
503 extension by August 1, 2033 to be eligible for the term extension, and by August 1, 2038 to be eligible for
504 the second term extension.

505 2.3 Performance Review Prior to Five (5) Year Extension. A billing audit and performance review shall
506 be conducted two years prior to the end of the Initial Term as described in Section 14.5. To be eligible for
507 an Extension of the Term of the Agreement under Section 2.2, Contractor must meet billing and perfor-
508 mance standards to the satisfaction of the County. In the event Contractor fails to meet the minimum
509 service and diversion requirements set forth in Article 8, this Agreement will terminate on
510 December 31, 2033, as set forth in Section 2.1 of this Agreement.

511

Article 3. Conditions Governing Services

512 3.1 Grant of Exclusive Agreement. County hereby grants to Contractor, on the terms and conditions
513 set forth herein, the exclusive right and privilege to collect, remove and dispose, in a lawful manner, Solid
514 Waste, which includes is but not limited to Recyclable Materials and Organic Waste, accumulating in the
515 County's Service Area that are required to be accumulated and offered for collection to the Contractor in
516 accordance with the County's County Code, for the Term, and within the scope, set forth in this Agreement.

517 3.2 Recyclable Materials Organic Waste, and Bulky Items Discarded by Service Recipients. This
518 Agreement shall not prohibit any person from selling Recyclable Materials or Organic Waste or giving
519 Recyclable Materials or Organic Waste away to persons or entities other than Contractor. However, in
520 either instance: (1) the Recyclable Materials or Organic Waste must be source separated from, and not
521 mixed with other, Solid Waste; and (2) the seller/donor may not pay the buyer/donor any consideration for
522 collecting, processing, or transporting such Recyclable Materials or Organic Waste. A discount or reduction
523 in the price for collection, disposal and/or recycling services for any form of un-segregated or segregated
524 Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste and such Solid Waste does
525 not qualify for this exception. However, once the Recyclable Materials or Organic Waste have been placed
526 in the Collection Container and the Container set out for Collection, the Recyclable Materials or Organic
527 waste become the property of Contractor.

528 3.3 Exclusions to Exclusivity.

529 3.3.1 Specialized Recyclable Materials. If Contractor is unable or unwilling to Collect and
530 process for diversion specialized materials, including, but not limited to, Organic Waste, metals,
531 Construction and Demolition Debris, laboratory waste, pallets and others, and which a third party
532 is able to re-use or Recycle, Service Recipients shall have the right to engage the third-party
533 recycler to collect and Recycle those Source-Separated Recyclable Materials provided that the
534 diversion is verified by the County and the third party obtains a County recycling permit.

535 3.3.2 Recyclable Materials Sold by Service Recipient. If the Service Recipient at a
536 Service Unit has source separated Recyclable Material, the Service Recipient is entitled to sell that
537 Recyclable Material or be otherwise compensated in a manner resulting in a net positive payment
538 to the Service Recipient, when such Contractor is permitted as appropriate under the County Code.

539 3.3.3 Byproducts of Food and Beverage Processing. Under Public Resources Code
540 section 40059.4 , certain byproducts from the processing of food or beverages from agricultural or
541 industrial sources, provided they do not include animal, including fish, processing byproducts, they
542 are Source-Separated, they are not discarded (meaning the Service Recipient may not pay the
543 recipient any consideration, or accept a discount or reduction in price for collecting, processing, or
544 transporting such material), and they are used as animal feed, are exempted from this Agreement.
545 Entities requesting exemption must apply to the County and be any of the following: registered
546 pursuant to Section 110460 of the Health and Safety Code or be exempted from registration
547 pursuant to Section 110480 of the Health and Safety Code or be a beer manufacturer as defined

548 in Section 23012 of the Business and Professions Code, or a distilled spirits manufacturer, as
549 defined in Section 23015 of the Business and Professions Code.

550 3.3.4 Donated Solid Waste. Recyclable Materials, Organic Waste, or Bulky Items which
551 is Source Separated at any Premises by the Service Recipient and donated to youth, civic or
552 charitable organizations qualified as such pursuant to Federal law.

553 3.3.5 Gardening or Landscape Services. Green Waste removed from a Premises by a
554 gardening, landscaping, or tree trimming company as an incidental part of a total service offered
555 by that company rather than as a hauling service.

556 3.4 Responsibility for Service Billing and Collection. Contractor is responsible for the billing and
557 collection of payments for Collection Services within the Service Area.

558 Article 4. Regulatory Fees and Payments

559 4.1 Contractor's Payments to County. The Parties agree that all fees and any payments owed by
560 Contractor to County under this Agreement are the product of extensive negotiations and constitute valid
561 consideration for the rights and privileges granted to Contractor under this Agreement.

562 4.2 Quarterly Fee Payments. Regulatory Fees shall be due and payable on the twentieth (20th) day of
563 the month following the end of each Quarter in which Collection Services were provided; first such payment
564 being due on April 20, 2024. Regulatory Fees shall be accompanied at the time of payment by a written
565 report, in a format acceptable to the County, setting forth the calculations Contractor used to determine the
566 amounts due and the basis for those calculations. Figures used in the report shall be taken from
567 Contractor's general books of account, and Contractor shall retain all supporting documentation in
568 accordance with the records retention requirements in Article 19.

569 4.3 Time and Method of Payment. Contractor shall pay all amounts owed under this Article without
570 prior notice or demand and without abatement, deduction, offset or credit in lawful money of the United
571 States, on or before the applicable due date, unless the due date lands on a weekend or Holiday, in which
572 case the due date shall be the next Business Day. If sent by U.S. mail, the remittance must be post-marked
573 on or before the due date. If hand-delivered, Contractor must request and receive a date-stamped receipt
574 from the County by 5:00 p.m. on the due date.

575 4.4 Late Payments. In the event Contractor fails to pay the County any amounts owed under this Article
576 on or before the applicable due date, then in addition to the amounts already owed, Contractor shall pay a
577 penalty as specified in Exhibit 5, except to the extent that such lateness is due to extenuating
578 circumstances. Contractor must submit any request for approval of a late payment in writing at least five
579 (5) Business Days prior to the date on which fees are due, and the request must be accompanied by a
580 written explanation of the extenuating circumstances and adequate supporting documentation. The County
581 shall not unreasonably withhold its approval and shall notify Contractor within three (3) business days of
582 receiving the request whether and to what extent the request has been approved. A United States Postal
583 Service postmark date shall be considered as the date of payment remittance by Contractor to County.

584 4.5 Taxes and Utility Charges. The Contractor shall pay all taxes lawfully levied or assessed upon, or
585 in respect of, the operating assets or the Collection Services, or upon any part thereof or upon any revenues
586 necessary for the operation of the operating assets and the provision of the Collection Services, when the
587 same shall become due.

588 4.6 Regulatory Fee Disputes. In the event of any disputes between the Contractor and the County with
589 respect to the fees described in this Article 4, the County shall provide the Contractor with written objection
590 within 180 days of the receipt of the written report described in Section 4.2, encompassing the dispute
591 amount. The County shall state its objections in writing with reference to the applicable portion(s) of the
592 report and its reasons then known for its dispute. The Parties agree to meet and confer regarding any such
593 dispute prior to initiating legal action.

594 Article 5. General Requirements

595 5.1 Service Standards. Contractor must perform all Collection Services under this Agreement in a
596 thorough and professional manner as described in Article 22, while meeting the minimum performance and
597 diversion standards listed in Article 14 according to the Sustainability and Compliance Plan (Exhibit 8)
598 developed by the Contractor and approved by the County.

599 5.2 Labor and Equipment. Contractor must provide and maintain all labor, equipment, tools, facilities,
600 and personnel supervision required for the performance of Contractor's obligations under this Agreement.
601 Contractor must always have sufficient backup equipment and labor to fulfill Contractor's obligations under
602 this Agreement. No compensation for Contractor's services or for Contractor's supply of labor, equipment,
603 tools, facilities, or supervision will be provided or paid to Contractor by County or by any Service Recipient
604 except as expressly provided by this Agreement.

605 5.3 Holiday Service. The County observes New Year's Day, Memorial Day, Independence Day,
606 Juneteenth (June 19th), Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is
607 not required to provide Collection Services or maintain office hours on the designated holidays. In any week
608 in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work
609 Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday
610 SFD Collection Services being performed on Saturday. Collection Services will not take place on Sundays,
611 unless previously authorized by the Agreement Administrator.

612 5.4 Inspections. The County has the right to inspect Contractor's facilities or Collection Vehicles and
613 their contents used to provide services pursuant to this Agreement at any reasonable time while operating
614 inside or outside the County.

615 5.5 Recyclable Materials and Organic Waste Contamination. Contractor must offer the Service
616 Recipients the correct combination of Cart sizes and collection frequency beyond the minimum bundled
617 service requirements as necessary, that matches their unique service needs to reduce Prohibited Container
618 Contaminants in of Recyclable Materials and Organic Waste and provide service at the least cost to Service
619 Recipient. To support County's diversion goals and Contractor's Diversion Requirements as set forth in
620 Article 8, Contractor is only required to collect and process Recyclable Materials if they have been

621 separated by the Service Recipient from Refuse and Organic Waste and will only be required to collect
622 Organic Waste if it has been Source Separated by the Service Recipient from Refuse and Recyclable
623 Materials. As part of Contractor's Public Education Services under Article 17, Contractor has agreed to
624 provide outreach and support to Service Recipients as described in the Contractor's Sustainability and
625 Compliance Plan provided as Exhibit 8 and Outreach and Education Plan provided as Exhibit 9.
626 Additionally, Contractor's route collection personnel will report to Contractor's supervisors if they observe
627 Prohibited Container Contaminants, and/or insufficient collection capacity. For purposes of determining if
628 Recyclable Materials or Organic Waste are deemed to be contaminated, if, by visual or digital inspection,
629 Recyclable Materials are commingled with ten percent (10%) by weight or volume of Refuse or Organic
630 Waste, or if, by visual inspection, Organic Waste is commingled with three percent (3%) by volume of
631 Refuse or Recyclable Materials, then Recyclable Materials and/or Organic Waste will be deemed to be
632 contaminated and Contractor may take the following steps:

633 5.5.1 First and Second Occurrence. For the first and second occurrence within any one
634 Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic
635 Waste), Contractor must collect the contaminated container (as Solid Waste) and must affix a
636 Contamination Violation Notice to the contaminated container which contains instructions on the
637 proper procedures for sorting Recyclable Materials or Organic Waste, and must notify the Service
638 Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag). For the third
639 and subsequent incidents of excess contamination, Contractor must collect the contaminated
640 container (as Solid Waste) and the Service Recipient may be charged a contamination fee for the
641 contaminated container, and Contractor may increase the Collection Container size, or require an
642 additional Collection Container. Contractor's representative must also contact the Service
643 Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag) to ensure that
644 they have the appropriate level of service for proper collection of Recyclable Materials and/or
645 Organic Waste. Contractor must also document the contamination issue in the Waste Reporting
646 System provide digital/visual documentation to the Service Recipient that clearly documents the
647 Service Recipient's on-going contamination problems.

648 5.6 Overage and Correction Procedures. If a Service Recipient is found to routinely overflow their
649 Collection Container(s) (i.e., lid will not close, material not contained within Container, etc.), Contractor may
650 take the steps as listed below to correct Service Recipient's on-going overflow of material. All Service
651 Recipients will be notified of Collection "Overages." Contractor shall provide the Service Recipients the
652 correct combination of Collection Containers and collection frequency that matches each Service
653 Recipient's unique service needs to enable clean, efficient, and cost-effective collection of Refuse,
654 Recyclable Materials, and Organic Waste. County and Contractor agree that overflow of Solid Waste that
655 is not properly in the Service Recipient's Collection Containers negatively impacts public health and safety.
656 Contractor has also agreed to conduct recycling audits and provide outreach and support to Service
657 Recipient accounts receiving the correct level of Collection Services. However, if Service Recipients are
658 found to routinely overflow their Collection Containers, Contractor may take the steps as listed below to
659 correct Service Recipient's on-going overflow of Solid Waste.

660 5.6.1 Prior Arrangements for Collection. If the Service Recipient has made prior
661 arrangements with Contractor for Collection of Solid Waste Overages, Contractor must collect such
662 Overages as arranged, and may charge the Service Recipient the Solid Waste Overage fee (prior
663 arrangement) rate set forth in Exhibit 1.

664 5.6.2 No Prior Arrangements. If the Service Recipient has not made prior arrangements
665 with Contractor for Collection of Solid Waste Overage, (i) Contractor may collect such Solid Waste
666 Overage at no additional charge as a courtesy, (ii) Contractor may not Collect the Solid Waste
667 Overage and leave a Non-Collection Notice explaining the reason for non-collection of the Solid
668 Waste Overage, (iii) Contractor may Collect the Solid Waste Overage (up to two lifts) and charge
669 the Service Recipient the Solid Waste Overage fee (no prior arrangement) rate set forth in Exhibit
670 1 as provided below, or increase the capacity or frequency of Collection of the existing Collection
671 Container(s) to match documented service needs as provided below.

672 5.6.3 SFD Service Recipients – Each Occurrence. For each occurrence Contractor will
673 not collect the Solid Waste Overage if the Collection Container could not be serviced by normal
674 operating procedures or cause spillage upon servicing and Contractor must provide the following
675 written notice via e-mail, U.S. mail, or in person (which may be by Non-Collection Notice) to the
676 Service Recipient: (i) the date, description and photograph of the Solid Waste Overage and
677 document in the Waste Reporting System. Contractor's Non-Collection Notice for SFD Service
678 Recipients shall also contain instructions on (a) how to schedule a Large Item Collection or (b)
679 request an additional Collection Container to eliminate future Overages.

680 5.6.4 MFD Service Recipients – Each Occurrence. Contractor must provide a written
681 notice on the Container, as well as provide a copy of the notice via e-mail, U.S. mail, or in person
682 (which may be by Non-Collection Notice) to the Service Recipient with the date, description, and
683 photograph of the Solid Waste Overage. Contractor may collect the Solid Waste Overage and may
684 charge the Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1, and increase the
685 capacity, or collection frequency of the Collection Container to match documented service needs.
686 At least ten (10) Business Days prior to increasing the Collection Container size, or frequency of
687 Collection, Contractor's representative must also contact the Service Recipient by phone, U.S. mail,
688 e-mail or in person (which may be by Non-Collection Notice) to ensure that Service Recipient has
689 the appropriate level of service. Contractor must document overage issue in the Waste Reporting
690 System and notify County within ten (10) Business Days of any changes in Service Recipient's
691 Collection Container size or collection frequency. The increased capacity or collection frequency
692 will remain in effect until Contractor determines that it is no longer needed to prevent Overages,
693 which may be longer than the one Calendar Year stated above. Such determination will be in
694 Contractor's sole but reasonable discretion and will be subject to the dispute resolution procedure
695 set forth below. County will consider, and pursue as applicable, appropriate legal remedies against
696 offending Service Recipients to secure discontinuance of the overages.

697 5.7 Tracking Occurrences of Solid Waste Overage. After twelve (12) months have passed from the last
698 applicable Solid Waste Overage occurrence, the next Solid Waste Overage occurrence will be deemed a
699 first Solid Waste Overage occurrence.

700 5.8 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid Waste Overage
701 charge or container size or collection frequency change within 30 days of the disputed action, Contractor
702 must temporarily halt Solid Waste Overage charge and/or increased Maximum Service Rate resulting from
703 increasing the Collection Container size or collection frequency, and Contractor may request a ruling by the
704 County Administrator to resolve the dispute. During the pendency of any request, Contractor may restore
705 Container size or number, or collection frequency, to the prior levels. A request by Contractor to the County
706 Administrator to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting
707 of Solid Waste Overage charge, or increased Maximum Service Rate, and must include written
708 documentation and digital/visual evidence of ongoing overall problems. The County Administrator may
709 request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the
710 dispute. Following such a meeting, the County Administrator will rule on the dispute within ten (10) Business
711 Days, and the County Administrator's decision on resolving the dispute between and Service Recipient will
712 be final. If the County Administrator rules in favor of the Service Recipient, Contractor must credit the
713 disputed charge or increased Maximum Service Rate. If the County Administrator rules in favor of
714 Contractor, Contractor may charge Service Recipient the prior halted Solid Waste Overage charge and/or
715 increased Maximum Service Rate resulting from increasing the Solid Waste Collection Container size or
716 collection frequency and may follow the steps in Section 7.6 for collection of delinquent accounts.

717 5.9 Ownership of Materials. Except as provided otherwise under Applicable Law, title to Residential
718 Solid Waste will pass to Contractor at such time as said materials are set out for Collection.

719 5.10 Spillage and Litter. Contractor may not litter Service Recipient premises in the process of providing
720 Collection Services or while its vehicles are on the road. Contractor must transport all materials Collected
721 under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials
722 from Contractor's vehicles. Contractor must exercise all reasonable care and diligence in providing
723 Collection Services to prevent spilling or dropping of Solid Waste and must immediately, at the time of
724 occurrence, clean up such spilled or dropped Solid Waste.

725 5.10.1 Contractor is not responsible for cleaning up sanitary conditions caused by the
726 carelessness of the Service Recipient, the County, or third party; however, Contractor must clean
727 up any material or residue that is spilled or scattered by Contractor or its employees.

728 5.10.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting
729 from Contractor's operations or equipment repair must be covered immediately with an absorptive
730 material and removed from the street surface. Contractor must document spillage in the Waste
731 Reporting System and notify County's stormwater compliance coordinator, and County
732 Administrator within ninety (90) minutes of any spills resulting from Contractor's operations or
733 equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning
734 technique to the street surface to provide adequate cleaning as approved by the County's
735 stormwater compliance coordinator to be compliant with the County's stormwater permit.

736 5.10.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or
737 litter caused by Contractor within ninety (90) minutes upon notice from the County. If County deems
738 necessary, Contractor must engage third-party environmental clean-up specialist to remove any

739 equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after Contractor's
740 own clean-up efforts. If clean-up is not conducted to satisfaction of County, County has right to
741 engage environmental clean-up specialist to perform additional clean-up work at the expense of
742 Contractor.

743 5.10.4 In the event where damage to County streets is caused by a hydraulic fluid spill
744 (i.e., any physical damage more than a simple cosmetic stain caused by the spill), Contractor shall
745 be responsible for all repairs to return the street to the same condition as that prior to the spill.
746 Contractor shall be responsible for all clean-up activities related to the spill. Repairs and clean-up
747 shall be performed in a manner satisfactory to the County and at no cost to the County.

748 5.10.5 To facilitate immediate cleanup, Contractor's vehicles must always carry enough
749 petroleum absorbent materials along with a broom and shovel.

750 5.11 Green and Organic Waste Capacity. Contractor shall guarantee capacity for all County Green and
751 Organic Waste at facilities selected by Contractor for the term of the Agreement using a legally permitted
752 facility. Capacity shall be provided to meet the requirements under Applicable Law (see SB 1383).

753 5.12 Regulations and Record Keeping. Contractor must comply with emergency notification procedures
754 required by Applicable Laws and regulatory requirements. All records required by regulations must be
755 maintained at Contractor's facility. These records must include waste manifests, waste inventories, waste
756 characterization records, inspection records, incident reports, and training records.

757 5.13 Commingling of Materials. In order to reduce carbon footprints and operate with maximum
758 efficiency, if a Collection Service route spans multiple jurisdictions, Contractor may elect to commingle any
759 materials Collected pursuant to this Agreement ,as long as such commingling does not constitute or cause
760 a violation of any applicable flow control, with any other material Collected by Contractor inside or outside
761 the Service Area, provided that only materials Collected by Contractor of the same type are commingled
762 with each other except to the extent the Agreement Administrator allows the commingle of materials of
763 different types. Contractor shall allocate the tonnage shares between jurisdictions as follows: (i) calculate
764 the total local cart, bin, and roll-off capacity for each jurisdiction on the given Solid Waste route ("Local
765 Capacity"), (ii) divide the Local Capacity in each jurisdiction by the total capacity of all jurisdictions
766 participating in the given Solid Waste route ("Local Share"), and (iii) multiply the Local Share by the total
767 load collected and reported by a Disposal Facility, Materials Recovery Facility, or Organic Waste
768 Processing Facility, as applicable. By way of illustration, assume an Organic Waste route provides service
769 to 50 accounts, with a total of 2,450 organic gallons across all accounts, and the weight ticket from a given
770 Organic Waste Processing Facility reports a total load of 4.52 tons. Further, assume City A has 25 accounts
771 with a Local Capacity of 1,200 organic gallons, City B has 15 accounts with a Local Capacity of 700 organic
772 gallons, and City C has 10 accounts with a Local Capacity of 550 organic gallons. Accordingly, the Local
773 Share of City A is 49% (1,200 / 2,450), the Local Share of City B is 29% (700 / 2,450), and the Local Share
774 of City C is 22% (550 / 2,450). With total tons of 4.52, City A will be allocated 2.21 tons (49% x 4.52), City
775 B will be allocated 1.31 tons (29% x 4.52), and City C will be allocated 1.00 ton (22% x 4.52). These
776 tonnages will be reported to each of the three cities in their individual tonnage reports.

Article 6. Maximum Service Rates

777

778 6.1 Maximum Service Rates. Contractor shall charge and collect from its Service Recipients for regular
779 Collection Service and Special Services amounts not to exceed the Maximum Service Rates for said
780 services set forth in Exhibit 1, including providing all free and discounted services identified in Exhibit 1 for
781 which the Service Recipient qualifies. Contractor shall not impose, offer, collect, or attempt to collect any
782 rate, fee, charge, or cost exceeding the Maximum Service Rates set forth in Exhibit 1 for the corresponding
783 service. Additional charges for Collection Services not specifically listed in Exhibit 1 must first be submitted
784 by Contractor in writing to the Director and approved in writing by the Director prior to the Contractor's
785 implementation of such charges. Contractor shall itemize all rates and charges on its Service Recipients'
786 bills to allow the Service Recipient to see individual charges as outlined in Exhibit 1. Contractor shall
787 cooperate with County efforts to implement pricing incentives for Service Recipients encouraging the
788 separation of Recyclable Materials from Refuse and discouraging Disposal.

789 6.2 Service Recipient Discount Program. In exchange for the goodwill of the County and the public,
790 Contractor voluntarily agrees to discount the rate it charges for Collection Services provided to eligible SFD
791 Service Recipients (the "Discount") and that the Discount shall neither impact the Maximum Service Rates
792 nor be otherwise paid for or subsidized by any other Service Recipients. Contractor shall make the Discount
793 available to any person who demonstrates to the Contractor annually, through appropriate documentation,
794 that they are 62 years of age or older and enrolled in the SoCal Edison CARE Program or the SoCal Gas
795 CARE Program. Contractor shall provide the County and all persons in the County then currently subscribed
796 Contractor's Discount rate program describing and explaining how to qualify for and receive the Discount.
797 Contractor shall thereafter advertise the availability of the program on its website throughout the Term of
798 this Agreement and at least once per year by direct notice to all SFD Service Recipients.

799 6.3 Pre-payment Discount. Contractor will provide a one-month discount to the total annual bill for all
800 SFD Service Recipients who pre-pay their bill on an annual basis.

801 6.4 Maximum Service Rate Adjustments. The Maximum Service Rates in Exhibit 1 shall be adjusted
802 on January 1, 2025, and annually thereafter in accordance with this Section 6.4, and will consist of the
803 following elements: "Annual Inflation Adjustment" and "Regulatory Fee Adjustments," as specified in
804 Sections 6.4.1 and 6.4.2.

805 6.4.1 Annual Inflation Adjustment. The Maximum Service Rates in Exhibit 1 shall be
806 adjusted on January 1, 2025, and annually thereafter. Provided Contractor is not in default of this
807 Agreement as specified in Article 26, the below-described annual inflation adjustment will be
808 automatically applied to the Maximum Service Rates listed in Exhibit 1. The annual inflation
809 adjustment shall be calculated by the County using the U.S. Bureau of Labor Statistics, Consumer
810 Price Index, A Garbage and Trash Collection in U.S. City Average, All Urban Consumers, Not
811 Seasonally Adjusted. The annual inflation shall be based on one hundred percent (100%) of the
812 annual percentage change (up or down) in the twelve (12) month average CPI ending September
813 of the most recent year (regardless of whether a projection is deemed "preliminary"), and the twelve

814 (12) month average CPI ending September of the preceding year. An example rate adjustment
815 calculation worksheet is included as Exhibit 11.

816 6.4.2 Regulatory Fee Adjustments. Any change in County Regulatory Fees shall
817 become effective on January 1 of the year following the Board approval of the change, and shall
818 be applied by County to County's Maximum Service Rate adjustments and all charges for Special
819 Services listed on Exhibit 1. The Director shall calculate these Maximum Service Rate adjustments
820 based on the methodology shown in Exhibit 11.

821 6.5 Annual Rate Cap on Maximum Service Rates. In any Rate Year that the calculation of the CPI
822 exceeds four percent (4%), the total CPI adjustment for that year will equal four percent (4%) and there will
823 be no rollover amount added to the CPI rate adjustment percentage in the following year, or any subsequent
824 year. If the CPI is negative (after accounting for any applicable rollover percentages from prior years), there
825 will be no CPI adjustment for that year.

826 6.6 Unusual and Unanticipated Costs. The Contractor may petition the County for consideration of a
827 review of Maximum Service Rates if circumstances arise, other than a Change in Law, that could not have
828 been predicted or foreseen as of the Effective Date which result in significant, uncompensated cost
829 increases to the Contractor regarding the provision of Collection Services. Such unusual and unanticipated
830 costs may include, but are not limited to: (1) proposed changes in the Contractor's level of service under
831 this Agreement required by the County; (2) a significant increase in costs or expenses that arise out of
832 causes beyond the control, or without the fault or negligence of the Contractor, that are not caused by a
833 Change in Law; (3) changes in technology that significantly modify the intention and circumstances which
834 have a direct bearing on the costs of services provided by Contractor hereunder; and (4) the enactment of
835 any new, or the increase of any existing, governmental regulatory fees or costs that cannot be addressed
836 by adjusting the Maximum Service Rates pursuant to Section 6.4. To request such a change, Contractor
837 shall petition the County by providing the Director with a written explanation and all documentation
838 supporting its request for a Maximum Service Rate adjustment. The Director shall issue a written decision
839 that either approves, denies, or approves a modified Maximum Service Rate adjustment in response to
840 Contractor's request. Contractor may thereafter appeal Director's decision to the Board by providing
841 Director a written appeal notice within ten (10) calendar days after the decision, after which date the decision
842 shall become final and non-appealable. In the event of an appeal to the Board, the Board may either
843 approve, deny, or approve a modified Maximum Service Rate adjustment. The Board's resulting decision
844 shall be final, non-appealable, and shall not be subject to arbitration pursuant to Section 26.7.

845 6.7 County Review. The County may initiate a Maximum Service Rate review pursuant to the factors
846 set forth in Section 6.6. The County will provide written notice to the Contractor if such a rate review is being
847 initiated. The Contractor shall provide all written explanation and documentation deemed necessary by the
848 County to complete its rate review within sixty (60) days of the date that the County provided its written
849 notice to the Contractor. The Director shall issue a written decision regarding the potential Maximum
850 Service Rate adjustment. Contractor may appeal Director's decision to the Board by providing Director a
851 written appeal notice within ten (10) calendar days after the Director's decision, after which date the decision
852 shall become final and non-appealable. In the event of an appeal to the Board, the Board may either
853 approve, deny, or approve a modified Maximum Service Rate adjustment. The Board's resulting decision

854 shall be final, non-appealable, and shall not be subject to arbitration pursuant to Section 26.7. The existing
855 Maximum Service Rates shall remain effective unless and until the County issues a final, non-appealable
856 decision regarding an adjustment in accordance with this Section. Any Maximum Service Rate adjustment
857 approved pursuant to this Section may only be implemented by Contractor effective on January 1 of the
858 calendar year following the date of the final, non-appealable County decision approving the adjustment.

859 6.8 Notice to Service Recipients. Prior to the implementation of any Maximum Service Rate adjustment
860 the Contractor shall provide a minimum of fifteen (15) days written notice to all affected SFD and MFD
861 Service Recipients. At a minimum, this notice, approved by County as to form and content, must include
862 the following: (1) a list of all new rates and applicable levels of service; (2) the date upon which the new
863 rates will be effective; (3) information about alternative levels of service available, including, but not limited
864 to, varying container sizes for Refuse; (4) discount availability under Section 6.2 of this Agreement for those
865 qualified Service Recipients enrolled in SoCal Edison CARE Program or the SoCal Gas CARE Program;
866 and (5) a customer service telephone number.

867 6.9 Rounding. Adjustments to the overall Maximum Service Rates shall be made only in units of one
868 cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in adjusting. CPI indices shall
869 be rounded at two (2) decimal places for the adjustment calculations.

870 6.10 Five Year Meet and Confer. Upon request by the County and/or Contractor, both parties agree to
871 meet and confer on, or about, five (5) years from the Commencement Date regarding material changes in
872 the cost of providing services that are substantially more than the rate adjustments resulting from the
873 application of this Article. If it is determined a material change in the cost of providing a service has occurred,
874 the County and Contractor agree to negotiate in good faith regarding an appropriate adjustment to the rate.
875 The process for demonstrating material changes in the cost of providing services shall follow the same
876 process as outlined in Sections 6.6 and 6.7

877 Article 7. Collection Service Billing

878 7.1 Responsibility for Collection Service Billing and Collection. Contractor shall be solely responsible
879 for the billing and collecting payments for the services it provides within the Service Area.

880 7.2 Invoices. Contractor shall prepare and send out invoices, by either U.S. mail or electronic mail, to
881 each Service Recipient in advance of all services provided by Contractor under this Agreement. If sent by
882 mail, invoices for each billing period shall be placed in a separate envelope accompanied by a self-
883 addressed return envelope. All invoices shall include Contractor's e-mail address include directions for
884 payment by payment by check, credit card, or Automated Clearing House (ACH) debit, and shall include or
885 be accompanied by a complete billing statement showing all charges and all services provided. County
886 shall have the right to direct Contractor to revise the format of all invoices and billing statements upon
887 reasonable notice to Contractor.

888 7.3 Frequency. Contractor shall not initiate billing to any Service Unit sooner than the first day of the
889 service period of Collections Services covered by the invoice. Contractor shall invoice Service Recipients
890 once every month for MFD Service Units and once every two months for SFD Service Units. No invoice

891 shall be due and payable sooner than the last day of the respective month or Quarter for which Collection
892 Services are provided.

893 7.4 Partial Month Service. If, during a month, a Service Unit is added to, or deleted from, Contractor's
894 Service Area, Contractor shall prorate billing to the Service Recipient on a weekly basis, meaning one-
895 fourth of the applicable rate found in Exhibit 1 multiplied by the number of weeks of service provided by
896 Contractor.

897 7.5 Overpayments. Contractor shall refund or issue a service credit for overpayments by Service
898 Recipients no later than 30 days after Contractor discovers or is notified of the overpayment. Contractor
899 shall refund every overpayment that: (1) exceeds two hundred dollars (\$200.00) or the amount of Service
900 Recipient's typical invoice, whichever is less; or (2) is due to the Service Recipient closing the account prior
901 to the end of the billing period. Contractor may issue a service credit of no more than two (2) years against
902 future invoices for all other overpayments.

903 7.6 Delinquent Service Accounts. Upon request, Contractor shall report all Service Recipients whose
904 accounts are delinquent by more than ninety (90 days) to the Agreement Administrator on a monthly basis.

905 7.7 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other provision of
906 this Article, Contractor reserves its right to, and may take such action as is legally available to Contractor,
907 to collect or cause collection of past due invoice amounts; provided, however, that Contractor shall never
908 discontinue Collection Services to any Service Unit except upon thirty (30) days prior written notice to both
909 the Service Recipient and the Agreement Administrator. Contractor may send a written notice to Service
910 Recipient regarding payments of Billings during the billed service period.

911 Article 8. Diversion Requirements

912 8.1 Warranties and Representations. Contractor warrants that it is aware of and familiar with County's
913 waste stream in the Service Area, and that it has the ability, and shall use commercially reasonable efforts
914 to provide and employ sufficient programs and services to ensure County will meet or exceed County's
915 Diversion goals requirements (including, without limitation, amounts of Solid Waste to be Diverted, time
916 frames for Diversion, and any other requirements) as set forth in this Article, Applicable Law, and that
917 Contractor will do so without imposing any costs or fees other than those set forth in Exhibit 1, as may be
918 adjusted as provided in Sections 6.6 or Article 27.

919 8.2 Minimum Diversion Requirements. Contractor, as pertaining to the Service Area, shall comply with
920 all waste diversion requirements set forth in County Code Section 4770-1, as may be amended. Contractor
921 shall also comply in the Service Area with all diversion requirements under Applicable Law (including, but
922 not limited to those set forth in AB 341, AB 1826, and SB 1383).

923 8.3 Cooperation. County and Contractor shall, with respect to the Service Area, each reasonably
924 cooperate in good faith with all efforts of the other Party to meet County's Diversion requirements under
925 Applicable Law and the Contractor's obligations under this Article. County's obligations in this regard shall
926 include, without limitation, making such petitions and applications as may be reasonably requested by

927 Contractor for time extensions in meeting Diversion goals, or other exceptions from the terms of Applicable
928 Laws, and to agree to authorize such changes to Contractor's Recycling, Organic Waste, or Solid Waste
929 programs as may be reasonably requested by Contractor to achieve the minimum requirements of this
930 Article.

931 8.4 Contractor's Diversion Programs. Contractor shall implement the Diversion programs required
932 under this Agreement to ensure the County and Contractor comply with all Diversion requirements under
933 Applicable Law and the County meets or exceeds all minimum Diversion requirements under Applicable
934 Law, in the Service Area. Contractor shall furthermore, at its sole cost and expense, as it pertains to the
935 Service Area (1) assist the County in responding to inquiries from, or prepare for and attend any hearing
936 before, CalRecycle or any other regulatory agency relating to the County's compliance with Applicable Law;
937 prepare for and participate in CalRecycle's review of the County's SRRE; apply for any extension available
938 under Applicable Law; develop and implement a public awareness and education program consistent with
939 the County's SRRE and Household Hazardous Waste Element and any related requirements of Applicable
940 Law; (2) provide the County with Recycling, source reduction, and other technical assistance as may be
941 needed to comply with Applicable Law; (3) advise the County of additional programs or measures
942 Contractor can, if authorized by the County, implement to increase compliance with the Diversion
943 requirements of Applicable Law; and (4) promptly pay any and all fees, penalties, or other costs imposed
944 on the County by CalRecycle relating to its Diversion requirements, and indemnify and hold harmless the
945 County from and against any fines, penalties, or other liabilities, levied against the County for violation of
946 such Diversion requirements to the fullest extent allowed by law.

947 8.5 New Diversion Programs. If Contractor fails to meet any Diversion requirement or the County fails
948 to meet any CalRecycle Diversion requirement notwithstanding Contractor's implementation of all Diversion
949 and public education programs as required by this Agreement in the Service Area, the County may direct
950 Contractor to modify its Diversion and public education programs or implement new programs. Such
951 modifications may constitute a County-Directed Change under Section 27.1. Contractor shall not
952 implement new Diversion programs not described in this Agreement without the County's prior consent.

953 8.6 Nothing contained herein shall prohibit Contractor from meeting its diversion requirements by any
954 alternative methods or procedures, provided it complies with Applicable Law (including, but not limited to,
955 those requirements set forth in AB 939, AB 341, AB 1826, AB 1594, SB 1016, SB 1383), as may be
956 amended from time to time. Contractor's ability to meet its diversion requirements by alternative methods,
957 per this Section, is subject to Agreement Administrator review and approval.

958 Article 9. Service Units

959 9.1 Service Units. Service Units include all SFD and MFD Premises in the Service Area as of January
960 1, 2024 and all such premises which may be added to the Service Area by means of annexation, new
961 construction, or as otherwise set forth in this Agreement during the Term.

962 9.2 Service Unit Changes. County and Contractor acknowledge that, during the Term, it may be
963 necessary or desirable to add or delete Service Units for which Contractor will provide Service.

964 9.3 Additions and Deletions. Contractor must provide services described in this Agreement to new
965 Service Units in Contractor's Service Area within five (5) Work Days of receipt of notice from County or the
966 new Service Unit to begin such Service.

967 9.4 Annexation. If, during the Term, additional territory within or adjacent to the Contractor's Service
968 Area is acquired by County through annexation, subject to the requirements of Public Resources Code
969 section 49520, Contractor agrees to provide Collection Services in such annexed area in accordance with
970 the provisions and Maximum Service Rates set forth in this Agreement after termination of the former
971 contractor's rights to provide service have been exhausted. Such Collection Services must begin within five
972 (5) Work Days of receipt of written notice from County. Contractor may not begin Collection Service without
973 written authorization from County.

974 Article 10. SFD Service

975 10.1 SFD Conditions of Service. Except as set forth below, Contractor must provide SFD Collection
976 Services to all SFD Units in the Service Area, including all MFD Units subscribed to Cart Collection Service.
977 The SFD Services are governed by the following terms and conditions.

978 10.2 Curb Service. Except for Service Recipients choosing to receive Bins for service, Contractor must
979 provide SFD Collection Service to all SFD Service Units in the Service Area whose SFD Solid Waste is
980 properly containerized in Refuse Carts, Recyclable Materials are properly containerized in Recycling Carts,
981 and Organic Wastes are properly containerized in Organic Waste Carts, except as set forth in Section
982 10.16.3, where the Refuse, Recycling, and Organic Waste carts have been placed within three (3) feet of
983 the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location
984 agreed to by Contractor and Service Recipient, that provide safe and efficient accessibility by Contractor's
985 Collection crew and vehicle.

986 10.3 Bundled SFD Cart Service. Contractor will use a weekly "Bundled" SFD Solid Waste Collection
987 Service system with one (1) 96-Gallon Black or Grey Refuse Cart, one (1) 96-Gallon Blue Recycling Cart,
988 and one (1) 96-Gallon Green Organic Waste Cart as part of the base SFD Solid Waste Collection Service.
989 SFD Service Recipients shall receive one additional Recycling Cart to be included at no additional cost, if
990 requested. Refuse Carts with a capacity of 32-Gallon or 64-Gallon for Refuse may be requested by Service
991 Recipients with space constraints. Pricing for downsizing Carts, or additional Carts, relative to the base
992 Bundled Service, are included in Exhibit 1.

993 10.4 On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, Contractor
994 must provide either drive-in service by servicing containers on premises, or walk-in service by placing
995 containers curbside for service and returning containers to an agreed-upon place on premises following
996 service. Collection of SFD Refuse, Recycling, and Organic Waste on the SFD Service Recipients premises
997 to an SFD Service Unit shall be provided as follows:

998 10.4.1 At No Additional Cost to the SFD Service Unit. SFD Service Units where all adult
999 Service Recipients residing therein have disabilities preventing the placement of Refuse, Recycling

1000 or Organic Waste Cart at the curb for Collection, and if a request for on-premises service has been
1001 made.

1002 10.4.2 At Additional Cost to the Service Recipient. Contractor must provide on-premises
1003 Collection Service on the same Work Day that curbside Collection would otherwise be provided to
1004 the SFD Service Unit, upon a request for on-Premises service.

1005 10.4.2.1 SFD Service Units where topography, steep driveways, below grade
1006 dwellings, or limited access to public streets prevents the SFD Service Recipient from setting
1007 their Refuse, Recycling or Organic Waste Cart at the curb for Collection (or at some other
1008 location as agreed to by both the Contractor and the SFD Service Recipient), as determined
1009 by the County and agreed by the Contractor, and if a request for on-Premises service has been
1010 made.

1011 10.4.2.2 SFD Service Units inaccessible by standard 3 or 4 axle Collection
1012 Vehicles, as determined by the Contractor and agreed by the County. Stinger/scout truck
1013 services shall be provided to retrieve Collection Containers from locations with accessibility
1014 constraints that make Containers difficult or impossible to access using regular refuse
1015 collection trucks.

1016 10.4.2.3 Contractor must offer "push services" to SFD Service Recipients, other
1017 than those listed above, on a subscription basis upon request for the Maximum Service Rate
1018 set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the
1019 Collection Vehicle, moving the Collection Containers from their storage location for Collection
1020 and returning the Collection Containers back to their storage location.

1021 10.5 Frequency and Scheduling of Service. SFD Collection Service must be provided a minimum of one
1022 (1) time per week on a scheduled route basis. SFD Collection Service must be scheduled to ensure all
1023 Service Units receive Refuse Collection Service, Recycling Collection Service, and Organic Waste
1024 Collection Service on the same Work Day. SFD Collection Service must be provided, commencing no
1025 earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Saturday, except for
1026 Holidays in accordance with Section 5.3. The hours, day, or both, of Collection may be extended due to
1027 extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement
1028 Administrator.

1029 10.6 Manner of Collection. The Contractor must provide Collection Service with as little disturbance as
1030 possible and must leave any Refuse, Recycling or Organic Waste Cart in an upright position at the same
1031 point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.
1032 Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on
1033 private property and may not trespass nor cross property to the adjoining Premises unless the occupant or
1034 owner of both properties has given permission. Care should be taken to prevent damage to property,
1035 including flowers, shrubs, and other plantings.

1036 10.7 New Carts and Kitchen Food Waste Pails. At the start of this Agreement, Contractor must show a
1037 purchase order indicating new Carts have been ordered that comply with Collection Container specifications
1038 in Exhibit 3. New Carts must be distributed to all Service Recipients no later than December 31, 2024.
1039 However, at no point during the Term will Contractor allow a Service Recipient to be without a Cart for more
1040 than five (5) Work Days. Kitchen Food Waste Pails will be purchased by the County, stored by the
1041 Contractor, and distributed by the Contractor upon request by the Service Recipient, with a limit of one per
1042 household.

1043 10.8 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts by
1044 unnecessary rough treatment. However, any Cart damaged by the Contractor must be replaced by
1045 Contractor, at Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Service
1046 Recipient.

1047 10.8.1 Upon notification to Contractor by County or a Service Recipient that the Service
1048 Recipient's Cart(s) was stolen or damaged beyond repair through no fault of Contractor, Contractor
1049 must deliver a replacement Cart(s) to such Service Recipient within five (5) Work Days. Contractor
1050 must maintain records documenting all Cart replacements occurring and report through the Waste
1051 Reporting System monthly.

1052 10.8.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1053 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient.
1054 Except in the case of a Cart that must be replaced because of damage caused by Contractor or in
1055 the case where Contractor elects to replace a Cart rather than repair it on-site, Contractor will be
1056 compensated for the cost of those replacements in excess of one (1) per type of Cart per Service
1057 Recipient during the term of the Agreement, in accordance with the "Cart Exchange" Service Rate
1058 set forth in Exhibit 1, or as may be adjusted by the County from time to time as provided under this
1059 Agreement.

1060 10.8.3 Contractor understands and agrees that this provision is intended to be applied on
1061 a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could
1062 receive up to three (3) replacement Carts, one (1) of each type, every ten (10) years during the
1063 term of the contract.

1064 10.9 Repair of Refuse, Recycling and Organic Waste Carts. Contractor is responsible for the repair of
1065 Carts, including but not be limited to, hinged lids, wheels and axles. Within five (5) Work Days of notification
1066 by the County or a Service Recipient of the need for such repairs, Contractor must repair the Cart or if
1067 necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

1068 10.10 Cart Exchange. Upon notification to Contractor by County or a Service Recipient that a change in
1069 the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient within five (5)
1070 Work Days. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year
1071 during the term of this Agreement for moving to a larger Cart size. Each SFD Service Unit is eligible to
1072 receive unlimited Cart exchanges per Calendar Year during the term of this Agreement for moving to a
1073 smaller Cart size. Accordingly, Contractor will be compensated only for the cost of those exchanges

1074 exceeding one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in accordance with
1075 the "Cart Exchange" Service Rate as set forth in Exhibit 1 or as may be adjusted by this Agreement.

1076 10.11 Additional Cart Request. Upon notification to the Contractor by County or a Service Recipient that
1077 additional Black or Grey Carts for Refuse, Blue Carts for Recyclable Materials, or Green Carts Organic
1078 Waste are requested, Contractor shall deliver such Carts to such Service Recipient within five (5) Work
1079 Days, at the rate set forth in Exhibit 1.

1080 10.12 Cleaning of Collection Containers. Once each Calendar Year, if requested by the SFD Service
1081 Recipient, Contractor must clean all Collection Containers at the SFD's Premises or must replace the dirty
1082 Collection Containers with clean Collection Containers. Any Collection Container cleanings must be done
1083 in such a manner that results in no water entering the County's storm drain system. This service must be
1084 provided at no charge to the Service Recipient, so long as the service is not requested more than once per
1085 Calendar Year. In addition, regardless of whether this cleaning is requested by the Service Recipient,
1086 Contractor will ensure that all Collection Containers are cleaned on an as-needed basis so as to maintain
1087 a clean appearance and proper function. Additional cleanings beyond once each Calendar Year will be
1088 subject to the Service Rate set forth in Exhibit 1.

1089 10.13 Removal of Graffiti from Containers. Contractor must remove any graffiti within fourteen (14) days
1090 of being notified of, or seeing, graffiti on a container.

1091 10.14 SFD Refuse Service. This service is governed by the following terms and conditions:

1092 10.14.1 Non-Collection. Contractor is not required to Collect any Refuse not placed in a
1093 Refuse Cart unless otherwise required under this Agreement.

1094 10.14.2 Disposal Facility. Except as set forth below, all Refuse Collected resulting from
1095 performing Collection Services must be transported to and disposed at legally permitted Disposal
1096 Facilities. All Refuse Collected from the following specified portions of the Central Service Area
1097 (former Service Area 5 only), Southwest Service Area (former Service Areas 9, 10, 15, & 16) and
1098 Southeast Service Area (former Service Areas 11-14) shall be delivered to the Simi Valley Landfill
1099 for disposal or diversion as appropriate, provided said facility is legally permitted to provide such
1100 services. Former Service Areas are depicted on Exhibit 12. In the event a Disposal Facility is
1101 closed on a Work Day, Contractor must transport and dispose the Refuse at another legally
1102 permitted Disposal Facility. Failure to comply with this provision will result in the levy of a penalty
1103 as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1104 10.15 SFD Recycling Service. This service is governed by the following terms and conditions:

1105 10.15.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart may be
1106 placed beside the Recycling Cart if flattened.

1107 10.15.2 Recycling - Improper Procedure. The Contractor is not required to Collect
1108 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from
1109 Solid Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable

1110 Materials that are contaminated through commingling with Solid Waste or Organic Waste. To
1111 address contamination, Contractor must follow the steps set forth in Section 5.5.

1112 10.15.3 Materials Recovery Facility. Except as provided in Section 5.5, all collected
1113 Recyclable Materials must be delivered to a legally permitted Materials Recovery Facility. Failure
1114 to comply with this provision will result in the levy of a penalty as specified in Exhibit 5 and may
1115 result in Contractor being in default under this Agreement. All expenses related to materials
1116 processing and marketing will be the sole responsibility of Contractor. County has the right to
1117 designate Materials Recovery Facility and agrees to adjust Maximum Service Rates to reflect any
1118 direct cost caused by the County's exercise of flow control rights.

1119 10.15.4 Move In/Out Collection Service. Within three (3) months of opening a new account,
1120 at no additional charge, each SFD Service Recipient may request that Contractor provide one on-
1121 call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such
1122 as flattened cardboard boxes and bundled newspaper and packaging foam. This will be offered as
1123 a one-time service for each new account. This service shall only include Recyclable Materials, and
1124 if the Service Recipient includes Refuse in the materials set out for Collection by Contractor, this
1125 service shall be counted as one of the SFD Service Recipient's free annual Large Item Collections
1126 as set forth in Section 10.17.

1127 10.15.5 Recycling - Changes to Services. Should changes in Applicable Law arise that
1128 necessitate any additions or deletions to the services described in this Section, including the type
1129 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes
1130 and will enter into an Agreement amendment covering such modifications to the services to be
1131 performed and the compensation to be paid in accordance with Article 27 before undertaking any
1132 changes or revisions to such services.

1133 10.16 SFD Organic Waste Collection Service. This service is governed by the following terms and
1134 conditions:

1135 10.16.1 Organic Waste Processing Services. Contractor must ensure all Organic Waste
1136 Collected pursuant to this Agreement is diverted from the landfill in accordance with Applicable
1137 Law, as may be amended from time to time. Contractor must ensure Organic Waste Collected
1138 pursuant to this Agreement is not disposed in a landfill, except for residue resulting from processing.
1139 If the organics processing facility accepts bagged Organic Waste, the Contractor is obligated to
1140 accept bagged Organic Waste. If Contractor initially intends to collect Food Waste in bags,
1141 Contractor must, always, be prepared to accept Food Waste loose (without bagging) at the direction
1142 of the County.

1143 10.16.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1144 Waste to a legally permitted Organic Waste Processing Facility or a legally permitted Transfer
1145 Station. All expenses related to Organic Waste processing and marketing will be the sole
1146 responsibility of Contractor. Failure to comply with this provision will result in the levy of a penalty
1147 as specified in Exhibit 5 and may result in Contractor being in default under this Agreement. County

1148 has the right to designate Organic Waste Processing Facility and agrees to adjust Maximum
1149 Service Rates to reflect any direct cost caused by the County's exercise of flow control rights.

1150 10.16.3 Holiday Tree Collection. Contractor must Collect Holiday Trees (whole, and free
1151 from ALL decorations & lights) set out at the curb for Collection during the three-week period
1152 beginning December 26th each year during the term of this Agreement. Contractor must deliver
1153 the Collected Holiday Trees to a legally permitted Organic Waste Processing Facility for Diversion
1154 through uses other than Alternative Daily Cover or Beneficial Use. This annual service will be
1155 provided at no additional charge to the Service Recipient. Contractor is not required to divert
1156 Holiday Trees with tinsel, flocking or ornaments. In addition to Holiday Tree Collection, at no
1157 additional cost to Residential Service Recipient, Contractor shall collect up to two (2) fifty-gallon
1158 bags of post-holiday Solid Waste during the three-week period beginning December 26th.

1159 10.16.4 Non-Collection. Contractor is not required to Collect Organic Waste if the Service
1160 Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials.
1161 Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through
1162 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in
1163 accordance with Section 5.5.

1164 10.16.5 Home Compost Bins. Contractor shall store, promote, and distribute a maximum
1165 of five hundred (500) Home Compost Bins per Calendar Year, with "up to" an additional one
1166 thousand (1,000) more bins available in the initial year of the contract, if there is significant demand,
1167 to be used by Service Recipients to compost Organic Waste. Contractor is responsible for purchase
1168 of Home Compost Bins delivered to Contractor's place of storage.

1169 10.17 SFD Large Item Collection Service. This service is governed by the following terms and conditions:

1170 10.17.1 Conditions of Service. Contractor must provide Large Item Collection Service to all
1171 SFD Service Units in the Service Area whose Bulky Items have been placed within three (3) feet
1172 of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such
1173 location agreed to by Contractor and Service Recipient, that provide safe and efficient accessibility
1174 by Contractor's Collection crew and vehicle. Up to four (4) times per Calendar Year each Service
1175 Recipient is entitled to receive large item disposal amounting to a combined annual maximum of
1176 the equivalent of (a) 1.5 cubic yards of uncontainerized Solid Waste, or (b) three (3) bulky items,
1177 or (c) ten (10) 32-gallon bags at no additional cost and expense. Contractor's collection of Bulky
1178 Items shall occur no later than five (5) business days following the request for collection at a time
1179 that is convenient for the Contractor. For subsequent collection in any Calendar Year, the
1180 Contractor shall receive compensation from the Service Recipient at the rate for such service as
1181 set in Exhibit 1.

1182 10.17.2 Frequency of Service. Bulky Item Collection Service will be provided on the next
1183 regular Collection day, if the request is received at least two (2) Work Days in advance of the next
1184 regular Collection day. The Service Recipient may not intentionally commingle residential Bulky
1185 Items with other waste generated at Residential Premises.

- 1186 10.17.3 Bulky Items Containing Freon. In the event Contractor Collects Bulky Items
 1187 containing Freon, Contractor must handle such Bulky Items in a manner such that the Bulky Items
 1188 are not subject to regulation as hazardous waste under Applicable Law.
- 1189 10.17.4 Maximum Reuse and Recycling. Contractor must dispose of Bulky Items collected
 1190 from Service Units pursuant to this Agreement in accordance with the following hierarchy: Reuse
 1191 as is (where energy efficiency is not compromised), Disassemble for reuse or Recycling, Recycle,
 1192 Disposal.
- 1193 10.17.5 Disposal of Bulky Items. Contractor may not landfill such Bulky Items unless the
 1194 Bulky Items cannot be reused or recycled.
- 1195 10.17.6 County Direction of Bulky Items. County reserves the right to direct Contractor to
 1196 take specific types of Bulky Items Collected pursuant to this Section to designated sites not more
 1197 than twenty (20) miles from any County boundary for the purpose of reuse or recycling at no cost.
 1198 Contractor has no obligation to dispose of the Large Item residue remaining at the directed site or
 1199 sites after scavengers and recyclers have removed reusable or recyclable Bulky Items.

1200 **Article 11. MFD Service**

- 1201 11.1 MFD Conditions of Service. Except as set forth below, Contractor must provide MFD Collection
 1202 Services to all MFD Units in the Service Area. The MFD Services are governed by the following terms and
 1203 conditions.
- 1204 11.2 Bundled MFD Cart Service. Except for those Service Recipients choosing to receive Bins for
 1205 service, Contractor must provide MFD Collection Service to all MFD Service Units in the Service Area
 1206 whose MFD Solid Waste is properly containerized in Black/Grey Refuse Carts, Blue Recyclable Materials
 1207 are properly containerized in Recycling Carts and Organic Wastes that are properly containerized in Green
 1208 Organic Waste Carts where the Refuse, Recycling, and Organic Waste carts have been placed within three
 1209 (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such
 1210 location agreed to by Contractor and Service Recipient, that provide safe and efficient accessibility by
 1211 Contractor's Collection crew and vehicle.
- 1212 11.3 On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, Contractor
 1213 must provide Collection of MFD Refuse, Recycling, and Organic Waste on the MFD Service Recipients
 1214 Premises to an MFD Service Unit as follows. Contractor must provide on-premises Collection Service on
 1215 the same Work Day that curbside Collection would otherwise be provided to the MFD Service Unit.
- 1216 11.3.1 At no additional cost to the MFD Service Unit. MFD Service Units where all adult
 1217 Service Recipients residing therein have disabilities preventing the placement of Refuse, Recycling
 1218 or Organic Waste Cart at the curb for Collection, and if a request for on-premises service has been
 1219 made.

1220 11.3.2 At an additional cost to the MFD Service Unit.

1221 11.3.2.1 MFD Service Units where topography, steep driveways, below grade
1222 dwellings, or limited access to public streets preventing the MFD Service Recipient from setting
1223 their Refuse, Recycling or Organic Waste Cart at the curb for Collection, as determined by the
1224 County and agreed by the Contractor, and if a request for on-premises service has been made.

1225 11.3.2.2 MFD Service Units inaccessible by standard 3 or 4 axle Collection
1226 Vehicles as determined by the Contractor and agreed by the County. Smaller truck (e.g.,
1227 Stinger/scout truck) services shall be provided for the retrieval of Collection Containers from
1228 locations with accessibility constraints making Containers difficult or impossible to access using
1229 regular refuse collection trucks.

1230 11.3.2.3 Contractor must offer "push services" to MFD Service Recipients other
1231 than those listed above on a subscription basis upon request for the Service Rate set forth in
1232 Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle,
1233 moving the Collection Containers from their storage location for Collection and returning the
1234 Collection Containers back to their storage location.

1235 11.4 Frequency and Scheduling of Service. This service must be provided as deemed necessary and
1236 determined between Contractor and the MFD Service Unit, but such service must be received no less than
1237 one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service
1238 scheduled to fall on a Holiday may be rescheduled as determined between the Service Unit and Contractor
1239 if the minimum frequency requirement is met. The size of the container and the frequency (above the
1240 minimum) of Collection will be determined between the MFD Service Unit and Contractor. However, size
1241 and frequency must be sufficient to ensure no Solid Waste needs to be placed outside the Collection
1242 Container.

1243 11.5 Manner of Collection. The Contractor must provide Collection Service with as little disturbance as
1244 possible and must leave any Refuse, Recycling or Organic Waste Cart in an upright position at the same
1245 point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.
1246 Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on
1247 private property and may not trespass nor cross property to the adjoining Premises unless the occupant or
1248 owner of both properties has given permission. Care should be taken to prevent damage to property,
1249 including flowers, shrubs, and other plantings.

1250 11.6 New Carts and Kitchen Food Waste Pails. At the start of this Agreement, Contractor must show a
1251 purchase order indicating new Carts, compliant with Collection Container specifications in Exhibit 3, have
1252 been ordered. New Carts must be distributed no later than December 31, 2024. At no point during the Term
1253 will Contractor allow a Service Recipient to be without a Cart for more than five (5) Work Days. Kitchen
1254 Food Waste Pails will be purchased by the County and distributed by the Contractor upon request by the
1255 Service Recipient, with a limit of one (1) per household.

1256 11.7 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts by
1257 unnecessarily rough treatment. However, any Cart damaged by the Contractor must be replaced by
1258 Contractor, at Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Service
1259 Recipient.

1260 11.7.1 Upon notification to Contractor by County or a Service Recipient that the Service
1261 Recipient's Cart(s) was stolen or damaged beyond repair through no fault of Contractor, Contractor
1262 must deliver a replacement Cart(s) to such Service Recipient within five (5) Work Days. Contractor
1263 must maintain records documenting all Cart replacements occurring and report through the Waste
1264 Reporting System monthly.

1265 11.7.2 In addition to the Carts provided pursuant to Section 11.6, each Service Recipient
1266 is entitled to the replacement of one (1) lost, destroyed, or stolen Cart every ten (10) years during
1267 the life of this Agreement at no cost to the Service Recipient. Except in the case of a Cart that must
1268 be replaced because of damage caused by Contractor or in the case where Contractor elects to
1269 replace a Cart rather than repair it on-site, Contractor will be compensated for the cost of those
1270 replacements in excess of one (1) per type of Cart per Service Recipient during the term of the
1271 Agreement, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit 1, or as may
1272 be adjusted by the County from time to time as provided under this Agreement.

1273 11.7.3 Contractor understands and agrees that this provision is intended to be applied on
1274 a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could
1275 receive up to three (3) replacement Carts, one (1) of each type, every ten (10) years during the
1276 term of the contract.

1277 11.8 Repair of Refuse, Recycling and Organic Waste Carts. Contractor is responsible for the repair of
1278 Carts, including but not be limited to, hinged lids, wheels, and axles. Within five (5) Work Days of notification
1279 by the County or a Service Recipient of the need for such repairs, Contractor must repair the Cart or if
1280 necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

1281 11.9 Cart Exchange. Upon notification to Contractor by County or a Service Recipient that a change in
1282 the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient within five (5)
1283 Work Days. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year
1284 during the term of this Agreement for moving to a larger Cart size. Each MFD Service Unit is eligible to
1285 receive unlimited Cart exchanges per Calendar Year during the term of this Agreement for moving to a
1286 smaller Cart size. Accordingly, Contractor will be compensated only for the cost of those exchanges
1287 exceeding one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in accordance with
1288 the "Cart Exchange" Service Rate as set forth in Exhibit 1 or as may be adjusted this Agreement.

1289 11.10 Additional Cart Request. Upon notification to the Contractor by County or a Service Recipient that
1290 additional Carts for Refuse, Recyclable Materials, or Organic Waste are requested, Contractor shall deliver
1291 such Carts to such Service Recipient within five (5) Work Days, at the rate set forth in Exhibit 1.

1292 11.11 Cleaning of Collection Containers. Once each Calendar Year, if requested by the MFD, Contractor
1293 must clean all Collection Containers at the MFD's Premises or must replace the dirty Collection Containers
1294 with clean Collection Containers. Any Collection Container cleanings must be done in such a manner that
1295 results in no water entering the County's storm drain system. This service must be provided at no charge
1296 to the Service Recipient, so long as the service is not requested more than once per Calendar Year. In
1297 addition, regardless of whether this cleaning is requested by the Service Recipient, Contractor will ensure
1298 that all Collection Containers are cleaned on an as-needed basis to maintain a clean appearance and
1299 proper function. Additional cleanings beyond once each Calendar Year will be subject to the Service Rate
1300 set forth in Exhibit 1.

1301 11.12 MFD Refuse Collection Service. This service is governed by the following terms and conditions:

1302 11.12.1 Non-Collection. Unless otherwise specified herein, Contractor is not required to
1303 Collect any Refuse that is not placed in a Refuse Cart.

1304 11.12.2 Disposal Facility. Except as set forth below, all Refuse Collected resulting from
1305 performing Collection Services must be transported to and disposed at legally permitted Disposal
1306 Facilities. All Refuse Collected from the following specified portions of the Central Service Area
1307 (former Service Area 5 only), Southwest Service Area (former Service Areas 9, 10, 15, & 16) and
1308 Southeast Service Area (former Service Areas 11-14) shall be delivered to the Simi Valley Landfill
1309 for disposal or diversion as appropriate, provided said facility is legally permitted to provide such
1310 services. Former Service Areas are depicted on Exhibit 12. In the event a Disposal Facility is
1311 closed on a Work Day, Contractor must transport and dispose the Refuse at another legally
1312 permitted Disposal Facility. Failure to comply with this provision will result in the levy of a penalty
1313 as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1314 11.13 MFD Recycling Service. This service is governed by the following terms and conditions:

1315 11.13.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart may be
1316 placed beside the Recycling Cart if flattened.

1317 11.13.2 Recycling - Improper Procedure. The Contractor is not required to Collect
1318 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from
1319 Solid Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable
1320 Materials that are contaminated through commingling with Solid Waste or Organic Waste. To
1321 address contamination, Contractor must follow the steps set forth in Section 5.5.

1322 11.13.3 Materials Recovery Facility. Except as provided in Section 5.5, all collected
1323 Recyclable Materials must be delivered to a legally permitted Materials Recovery Facility. Failure
1324 to comply with this provision will result in the levy of a penalty as specified in Exhibit 5 and may
1325 result in Contractor being in default under this Agreement. All expenses related to materials
1326 processing and marketing will be the sole responsibility of Contractor. County has the right to
1327 designate Materials Recovery Facility and agrees to adjust Maximum Service Rates to reflect any
1328 direct cost caused by the County's exercise of flow control rights.

1329 11.13.4 Move In/Out Collection Service. Within three (3) months of opening a new account,
1330 at no additional charge, each MFD Service Recipient may request Contractor to provide one on-
1331 call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials, such
1332 as flattened cardboard boxes, and bundled newspaper and packaging foam. This service will be
1333 offered as a one-time service for each new account and shall only include Recyclable Materials. If
1334 the Service Recipient includes Refuse in the materials set out for Collection by Contractor, this
1335 service shall be counted as one of the MFD Service Recipient's free annual Large Item Collections
1336 as set forth in Section 11.15.

1337 11.13.5 Recycling - Changes to Services. Should changes in Applicable Law arise
1338 necessitating any additions or deletions to the services described in this Section, including the type
1339 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes
1340 and will enter into an Agreement amendment covering such modifications to the services to be
1341 performed and the compensation to be paid in accordance with Article 27 before undertaking any
1342 changes or revisions to such services.

1343 11.14 MFD Organic Waste Collection Service. This service is governed by the following terms and
1344 conditions:

1345 11.14.1 Organic Waste Processing Services. Contractor must ensure all Organic Waste
1346 Collected pursuant to this Agreement is diverted from the landfill in accordance with Applicable
1347 Law, as may be amended from time to time. Contractor must ensure Organic Waste Collected
1348 pursuant to this Agreement is not disposed in a landfill, except for residue resulting from processing.
1349 If the organics processing facility accepts bagged organic waste, then Contractor is obligated to
1350 accept bagged Organic Waste. If Contractor initially intends to collect Food Waste in bags,
1351 Contractor must, at all times, be prepared to accept Food Waste loose (without bagging) at the
1352 direction of the County.

1353 11.14.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1354 Waste to a legally permitted Organic Waste Processing Facility or a legally permitted Transfer
1355 Station. All expenses related to Organic Waste processing and marketing will be the sole
1356 responsibility of Contractor. Failure to comply with this provision will result in the levy of a penalty
1357 as specified in Exhibit 5 and may result in Contractor being in default under this Agreement. County
1358 has the right to designate Organic Waste Processing Facility and agrees to adjust Maximum
1359 Service Rates to reflect any direct cost caused by the County's exercise of flow control rights.

1360 11.14.3 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1361 for Collection during the three-week period beginning December 26th each year during the term of
1362 this Agreement. Contractor must deliver the Collected Holiday Trees to a legally permitted Organic
1363 Waste Processing Facility for Diversion through uses other than Alternative Daily Cover or
1364 Beneficial Use. This annual service will be provided at no additional charge to the Service
1365 Recipient. Contractor is not required to divert Holiday Trees with tinsel, flocking or ornaments.

1366 11.14.4 Non-Collection. Contractor is not required to Collect Organic Waste if the Service
1367 Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials.
1368 Furthermore, Contractor is not required to Collect Organic Wastes contaminated through
1369 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in
1370 accordance with Section 5.5.

1371 11.15 MFD Large Item Collection Service. This service is governed by the following terms and conditions:

1372 11.15.1 Conditions of Service. Contractor must provide Large Item Collection Service to all
1373 MFD Service Units in the Service Area whose Bulky Items have been placed within three (3) feet
1374 of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such
1375 location agreed to by Contractor and Service Recipient, that provide safe and efficient accessibility
1376 by Contractor's Collection crew and vehicle. Up to four (4) times per Calendar Year, Contractor will
1377 arrange for a designated event day allowing each occupant in a MFD to receive large item disposal
1378 amounting to a combined annual maximum of the equivalent of (a) 1.5 cubic yards of
1379 uncontainerized Solid Waste, or (b) three (3) bulky items, or (c) ten (10) 32-gallon bags at no
1380 additional cost and expense. For subsequent collection in any Calendar Year, the Contractor shall
1381 receive compensation from the MFD at the rate for such service as set in Exhibit 1.

1382 11.15.2 Frequency of Service. Bulky Item Collection Service will be provided on the next
1383 regular Collection day if the request is received at least two (2) Work Days in advance of the next
1384 regular Collection day. The Service Recipient may not intentionally commingle residential Bulky
1385 Items with other Residential Waste.

1386 11.15.3 Bulky Items Containing Freon. In the event Contractor Collects Bulky Items
1387 containing Freon, Contractor must handle such Bulky Items in a manner such that the Bulky Items
1388 are not subject to regulation as hazardous waste under applicable State and Federal laws or
1389 regulations.

1390 11.15.4 Maximum Reuse and Recycling. Contractor must dispose of Bulky Items collected
1391 from Service Units pursuant to this Agreement in accordance with the following hierarchy: _Reuse
1392 as is (where energy efficiency is not compromised), Disassemble for reuse or Recycling, Recycle,
1393 Disposal.

1394 11.15.5 Disposal of Bulky Items. Contractor may not landfill such Bulky Items unless the
1395 Bulky Items cannot be reused or recycled.

1396 11.15.6 County Direction of Bulky Items. County reserves the right to direct Contractor to
1397 take specific types of Bulky Items Collected pursuant to this Section to designated sites not more
1398 than twenty (20) miles from any County boundary for the purpose of reuse or recycling at no cost
1399 to the County. Contractor has no obligation to dispose of the Large Item residue remaining at the
1400 directed site or sites after scavengers and recyclers have removed reusable or recyclable Bulky
1401 Items.

1402

Article 12. Additional Services

1403 12.1 Bulky Item Drop-off. Service Recipients may drop-off unlimited Bulky Items, excluding Construction
1404 and Demolition Debris, at the Contractor's designated site within the County between the hours of 8:00
1405 a.m. and 5:00 p.m. Monday through Friday and between 8:00a.m. and 12:00 p.m., one Saturday per month.
1406 Contractor shall not charge Service Recipients for accepting, processing, or Disposing of Bulky Items so
1407 delivered. Contractor shall handle all Organic Waste, Recyclable Materials, and Electronic Waste deposited
1408 at its facility in accordance with all Applicable Laws and regulations.

1409 12.2 Neighborhood Clean-Up Events. Contractor, at its sole expense, shall provide Collection Services
1410 at Neighborhood Clean-Up Events for Service Recipients residing in the Service Area. At each event,
1411 Contractor shall collect the following Source Separated materials: Green Waste; Refuse; Electronic Waste;
1412 Bulky Items; and scrap metal. Collection Services shall include providing all event personnel to assist
1413 residents with loading and unloading material; loading material into 40 cubic yard Roll-off Containers;
1414 directing and managing event traffic; providing collection equipment (i.e., rakes, brooms, etc.) and event
1415 signage. After the event, Contractor shall ensure the facility site is returned to the same condition as before
1416 the event. Each event shall occur on a Saturday between the hours of 9:00 a.m. and 1:00 p.m. at a location
1417 selected by the County and shall be limited to SFD and MFD Service Recipients within the County.
1418 Contractor shall provide enough 40-yard Roll-off Containers to satisfy event collection needs. The
1419 Agreement Administrator shall notify Contractor in writing or e-mail not less than eight (8) weeks prior to
1420 the date of the Neighborhood Clean-Up Event. The services shall be provided in a manner that meets all
1421 needs of the Neighborhood Clean-Up Event. The events must not occur during the week prior, the week
1422 of, or the week after a Holiday. The Contractor will provide two events per year in the Service Area at times
1423 and locations mutually agreed by County and Contractor.

1424 12.3 Notices. If directed by the County, Contractor shall prepare and distribute to SFD and MFD
1425 Residential Service Recipients Neighborhood Clean-Up Event notices no later than six (6) weeks prior to
1426 each event. At a minimum, the dates and hours of operation, locations of the collection sites, and acceptable
1427 materials for collection shall be included in the notices. Contractor may separately mail electronically
1428 transmit the notices or provide the notices as billing inserts to each SFD and MFD Residential Service
1429 Recipient. Contractor shall provide Spanish-translated notices upon request by the County. The costs of
1430 production, printing, mailing and all associated costs for the notices shall be borne by Contractor; however,
1431 all such notices and information are subject to County's advance approval. Contractor shall also provide
1432 their information in digital format to the County.

1433 12.4 Compost Procurement and Delivery to County. At no cost to the County, Contractor must assist
1434 County in arranging for produced compost/mulch, or other recovered organic waste products to comply
1435 with procurement requirements of Applicable Law to be delivered in qualities, quantities, locations, and
1436 times agreed on between County and Contractor. Such Contractor assistance can be in the form of
1437 backhauling materials or setting aside locations for Service Recipients to pick up produced compost/mulch
1438 at an approved facility. Contractor agrees to provide up to 18% of the County's Recycled Organic Waste
1439 Product Procurement requirement under Applicable Law via compost or mulch to the County annually.

1440 12.5 Free Paper Shredding Events. At no additional cost to County or its residents, Contractor will offer
1441 Service Recipients a free paper shredding event at each scheduled Neighborhood Clean-Up Event. At each
1442 event, all County Service Recipients residing in the Service Area will be permitted to deliver an unlimited
1443 amount of paper for shredding free of charge by Contractor. Contractor must recycle all shredded paper
1444 generated by, and collected at, each event to ensure material is diverted from landfilling.

1445 12.6 County Receptacles at Transit Stops. Contractor, at its sole expense, shall service all currently
1446 designated, as well as any future-built, transit stops with thirty-five (35) gallon Refuse and Recycling
1447 receptacles. For purposes of this section, "service" shall mean removing contents of each receptacle for
1448 disposal, and/or recycling as feasible, and placing a new plastic liner into each receptacle. The Contractor
1449 will provide Collection Service at a maximum of twenty (20) transit stops in the Service Area. To the extent
1450 the County builds or adds new transit stops in the Service Area during the Term, service at such additional
1451 stops will constitute a County-Directed Change and Section 27.1 will apply.

1452 12.7 Extended Producer Responsibility Diversion Program. Contractor shall provide a minimum of two
1453 (2) County-wide textile, carpet, and mattress collection drives on an annual basis. Contractor will schedule
1454 collection events with County approval and advertise the drop-off events not less than one week prior to
1455 the scheduled collection event, but no more than one month prior to the scheduled collection event. All
1456 textile, carpet and mattresses Collected through this program shall be diverted from the landfill either
1457 through donation to a local non-profit organization or through other means of Diversion.

1458 12.8 Door-to-Door HHW Collection. Contractor, through an approved subcontractor, shall provide door-
1459 to-door HHW collection as an on-call service available to all Service Recipients at the Rates provided in
1460 Exhibit 1. Residents will be able to schedule a service appointment via a toll-free phone line service, during
1461 regular business hours, or through the Contractor's website. The subcontractor will be responsible for
1462 inspecting the materials before collection to ensure they are safely contained and do not contain
1463 unacceptable materials. Unacceptable materials will not be collected by the subcontractor and will be left
1464 in place. Notwithstanding the foregoing, Contractor shall not be required to collect HHW left curbside and/or
1465 unbundled. Contractor and County will cooperate to ensure that Service Recipients comply with placement
1466 instructions for HHW, as such instructions may be developed and implemented from time to time. Service
1467 Recipients will be able to request HHW collection at their door up to one (1) time per quarter, and Contractor
1468 shall provide HHW collection service within thirty (30) days of Service Recipient request for service.

1469 Article 13. Collection Routes

1470 13.1 Service Routes. Contractor must provide County with maps and digital mapping data precisely
1471 defining Collection routes, together with the days and the times at which Collection will regularly commence.

1472 13.2 Initial Route Changes. Contractor agrees not to change any Collection Services routes in effect as
1473 of the Effective Date of this Agreement prior to January 1, 2025, except for limited route changes that may
1474 be necessary for new development, and subject to review and approval by the County. After January 1,
1475 2025, if any re-routing of Collection services is necessary for collection efficiency, Contractor may submit
1476 to County, in writing, proposed route changes (including maps thereof) not less than sixty (60) calendar

1477 days prior to the proposed date of implementation. Any such initial routing change may not affect more than
1478 ten percent (10%) of SFD Service Units in the County and is subject to County review and approval.

1479 13.3 Future Service Route Changes. Contractor must submit to County, in writing, any proposed route
1480 change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of
1481 implementation. Contractor may not implement any route changes without the prior review of the Agreement
1482 Administrator. If the change will change the collection day for a Service Recipient, Contractor must notify
1483 those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date
1484 of implementation.

1485 13.4 Collection Route Audits. County reserves the right to conduct audits of Contractor's Collection
1486 routes. Contractor must cooperate with County in connection therewith, including permitting County
1487 employees or agents, designated by the Agreement Administrator, to ride in the Collection Vehicles to
1488 conduct the audits. Contractor has no responsibility or liability for the salary, wages, benefits, or worker
1489 compensation claims of any person designated by the Agreement Administrator to conduct such audits.

1490 13.5 Route Map Update. Contractor must revise the Service Unit route maps to show the addition of
1491 Service Units added due to annexation and must provide such revised maps to the Agreement
1492 Administrator as requested.

1493 Article 14. Minimum Performance and Diversion Standards

1494 14.1 Agreement Extension. To receive a Term extension set forth in Section 2.2 of this Agreement,
1495 Contractor must meet or exceed the following annual minimum performance and diversion standards in
1496 each Calendar Year beginning January 2025.

1497 14.2 Performance Standards. Assessment of penalties and charges, as set forth in Exhibit 5 of this
1498 Agreement, totaling less than \$50,001 in any one (1) Calendar Year.

1499 14.3 Minimum Diversion Standards. Contractor must meet the requirements set forth in Article 8.

1500 14.4 No Current Default. Contractor is not currently in default of the Agreement.

1501 14.5 Billing Audit and Performance Reviews.

1502 14.5.1 Contractor Shall Review its Billings to all Service Recipients. The purpose of the
1503 review is to determine the amount which the Contractor is billing each Service Recipient is correct
1504 regarding the level of service (i.e., frequency of collection, size of container, location of container)
1505 at the rates approved by Board of Supervisors resolution. The Contractor shall review Service
1506 Recipient accounts not less than annually and provide a written certification to the County that all
1507 such billing is correct. The documentation of the review, as well as verification that any errors have
1508 been corrected, should be provided to the County annually.

1509 14.5.2 Selection and Cost. County may conduct billing audit and performance reviews
1510 (together, "reviews") of Contractor's performance during the term of this Agreement, as provided

1511 herein. The reviews will be performed by the County or a qualified firm under contract to County,
1512 County will have the final responsibility for the selection of the firm. County may conduct reviews
1513 at any time during the term of the Agreement. County and Contractor agree to each pay fifty percent
1514 (50%) of the cost of the audits and performance reviews.

1515 14.5.2.1 Full Reviews During Initial Term. County may conduct two (2) full reviews
1516 with costs apportioned as stated in Section 14.5.2 during the Initial Term of this Agreement.
1517 The purpose of these full reviews will be as described in Section 14.5.3 below.

1518 14.5.2.2 Full Review During Extension Period. In the event Contractor is granted
1519 an extension to the Term, as described in Section 2.2, County may conduct one (1) additional
1520 full review during each of the five (5) year extension periods. The purpose of this full review is
1521 described in Section 14.5.3. For each of these full reviews, costs will be apportioned as stated
1522 in Section 14.5.2.

1523 14.5.3 Purpose. The reviews will be designed to verify Service Recipient billing rates have
1524 been properly calculated and correspond to the level of service received by the Service Recipient,
1525 verify Contractor is correctly billing for all services provided, Regulatory Fees and other fees
1526 required under this Agreement have been properly calculated and paid to County, verify
1527 Contractor's compliance with the reporting requirements and performance standards of this
1528 Agreement, verify the diversion percentages reported by Contractor, and verify any other provisions
1529 of the Agreement. County (or its designated consultant) may utilize a variety of methods in the
1530 execution of this review, including, but not limited to, analysis of relevant documents, on-site and
1531 field observations, and interviews. County (or its designated consultant) will review and document
1532 the items in the Agreement that require Contractor to meet specific performance standards, submit
1533 information or reports, perform additional services, or document operating procedures, that can be
1534 objectively evaluated. This information will be documented and formatted in a "compliance
1535 checklist" with supporting documentation and findings tracked for each of the identified items. The
1536 review will specifically include a determination of Contractor's compliance with the diversion
1537 requirements of Article 8, and the public outreach and education requirements of Article 17. County
1538 (or its designated consultant) may review the customer service functions and structure utilized by
1539 Contractor. This may include Contractor's protocol for addressing Service Recipient complaints
1540 and service interruption procedures. Complaint logs may be reviewed, along with procedures and
1541 systems for tracking and addressing complaints. On-site and field observations by County (or its
1542 designated consultant) may include, but are not necessarily limited to:

1543 14.5.3.1 Interviews and discussions with Contractor's administration and
1544 management personnel.

1545 14.5.3.2 Review and observation of Contractor's customer service functions and
1546 structure.

1547 14.5.3.3 Review of public education and outreach materials.

1548 14.5.3.4 Interviews and discussions with Contractor's financial and accounting
1549 personnel.

1550 14.5.3.5 Interviews with route dispatchers, field supervisors and managers.

1551 14.5.3.6 Interviews with route drivers.

1552 14.5.3.7 Interviews with vehicle maintenance staff and observation of maintenance
1553 practices.

1554 14.5.3.8 Review of on-route Collection Services, including observation of driver
1555 performance and collection productivity and visual inspection of residential routes before and
1556 after collection to evaluate cart placement and cleanliness of streets.

1557 14.5.4 Contractor's Cooperation. Contractor shall cooperate fully with the review and
1558 provide all requested data, including operational data, financial data and other data reasonably
1559 requested by County within fifteen (15) Work Days of the request.

1560 14.5.5 Additional Billing Audit and Performance Review. If the Billing Audit and
1561 Performance Review determines Contractor is not in compliance with all terms and conditions of
1562 this Agreement and such non-compliance is material, Contractor is subject to administrative fees
1563 and penalties as described in Exhibit 5 as well as reimbursement to the County for the full cost of
1564 the audit plus any underpayments discovered during the Audit. Additionally, County may conduct
1565 an Additional Billing Audit and Performance Review beyond the two (2) specified in Section 14.5.2,
1566 to ensure that Contractor has cured any such area of non-compliance. Contractor will be
1567 responsible for the cost of any such Additional Billing Audit and Performance Review for a
1568 maximum cost of One-hundred Twenty Thousand Dollars (\$120,000) (starting on July 1, 2024 and
1569 each January 1 thereafter, with the maximum cost for the review adjusted annually by the change
1570 in the CPI). For the purposes of a determination of non-compliance under this Agreement, Audit
1571 findings which result in underpayments of \$100,000 or more shall be deemed material.

1572 14.5.6 County Requested Program Review. County reserves the right to require
1573 Contractor to periodically conduct reviews of the Refuse, Recycling, and Organic Waste Collection
1574 Service programs, provided that such reviews are reasonable and can be accomplished at no
1575 additional cost to Contractor and without interfering with Contractor's operations. Such reviews
1576 could assess one or more of the following performance indicators: average volume of Recyclable
1577 Materials per set out per Service Recipient, average volume of Organic Waste per set out per
1578 Service Recipient, participation level, contamination levels, etc. Prior to the program evaluation
1579 review, County and Contractor will meet and discuss the purpose of the review and agree on the
1580 method, scope, and data to be provided by Contractor.

1581 14.6 Cooperation with Other Program Reviews. Contractor shall cooperate with County and/or its
1582 agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to
1583 investigate Service Recipient participation levels and setout volumes and/or evaluate and monitor program

1584 results related to Refuse, Recyclable Materials and Organic Waste collected in County by Contractor,
1585 provided such cooperation can be accomplished at no additional cost to Contractor and without interfering
1586 with Contractor's operations.

1587 Article 15. Collection Equipment

1588 15.1 General Provisions. All equipment used by Contractor in the performance of services under this
1589 Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality
1590 standards. Collection vehicles must be designed and operated so as to prevent collected materials from
1591 escaping from the vehicles. Hoppers must be closed on top and on all sides with screening material to
1592 prevent collected materials from leaking, blowing, or falling from the vehicles. All trucks and containers must
1593 be watertight and must be operated so liquids do not spill during Collection or in transit.

1594 15.2 Bulky Items. Vehicles used for Collection of Bulky Items may not use compactor mechanisms or
1595 mechanical handling equipment that may damage reusable goods or release Freon or other gases from
1596 pressurized appliances.

1597 15.3 Collection Vehicles. Contractor may not use any Collection Vehicle exceeding ten (10) years of age
1598 beyond the manufacturing date during the Term and shall phase out high carbon vehicles first. Contractor
1599 shall register all new Collection Vehicles under this Agreement to its address within the County and shall
1600 report all purchases of Collection Vehicles under this Agreement as attributable to the County for sales tax
1601 purposes. Collection Vehicles must utilize low carbon ("alternative") fuel, which must be renewable natural
1602 gas, LNG, CNG, or electric unless otherwise authorized by the County. If during the Term, new technologies
1603 are available, such as hybrid or electric powered collection vehicles, the County or the Contractor may
1604 request/negotiate implementation of such new collection vehicles, with a corresponding change to the
1605 Maximum Service Rates to reflect additional cost or savings. During the Term, to the extent required by
1606 law, Contractor shall provide its Collection Vehicles to be in full compliance with all Applicable Laws,
1607 including State and Federal clean air requirements that are adopted or proposed to be adopted, including,
1608 but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed
1609 to be contained in California Code of Regulations, title 13, sections 2020 et seq., the Federal EPA's Highway
1610 Diesel Fuel Sulfur regulations and all other applicable air pollution control laws.

1611 15.4 Collection Vehicle Technology. Contractor must use Collection Vehicles fitted with GPS tracking
1612 devices that can also record start and stop times, vehicle locations, and maximum speed. Contractor shall
1613 furnish to the County, at no additional cost or expense, any software and equipment necessary for County
1614 to track the location of Collection Vehicles in real time and to generate reports as needed. Collection
1615 Vehicles must also be fitted with cameras or sensors programmed to automatically take photos, record or
1616 detect contamination and/or "third eye" safety monitoring with collision or near-collision detection, failure to
1617 observe traffic signs, hard braking, hard acceleration, animal impacts, failure to use seatbelts, failure to
1618 scan roadways or intersections, unsafe lane changes, unsafe passing, improper cellular telephone use,
1619 food or drink distractions, speeding, and driver drowsiness or sleeping. Where applicable, photos taken by
1620 vehicles will be date and location stamped, to document violations, including contamination, overfilling, and

1621 lids not closed. GPS, camera, and monitoring data specified hereunder must be accessible by County, with
1622 12-month retention of information and accessible to the County upon request..

1623 15.5 Collection Vehicle Size Limitations / Overweigh Vehicle Charge. Contractor may not use any
1624 Collection Vehicle in violation of weight limitations in Applicable Law. The Contractor may exceed the
1625 Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the
1626 prior written consent of the Agreement Administrator. The limited time may not exceed one hundred and
1627 twenty (120) days. Contractor must report all instances of overweight vehicles to County as part of its
1628 quarterly Regulatory Fees submittal described in Section 4.2, and as part of its Annual Reports to the
1629 County described in Section 19.3. Contractor may be assessed administrative charges as specified in
1630 Exhibit 5 because of exceeding an overweight vehicle rate of five percent (5%) in any Calendar Year during
1631 the term of the Agreement. The overweight vehicle rate will be calculated as the total number of overweight
1632 Collection Vehicle instances during the Calendar Year, divided by the total number of Collection Vehicle
1633 loads transported during the Calendar Year. Prior to collecting administrative charges for overweight
1634 vehicles, the County shall afford Contractor a reasonable opportunity to provide the Agreement
1635 Administrator documentation of the extraordinary circumstance that caused the overweight vehicles.
1636 Extraordinary circumstances in this case may include, but not limited to, heavy rains or high winds creating
1637 increased Green Waste generation, rain to accumulate in open Collection Containers, or normal Collection
1638 routes to be delayed or shortened due to extreme weather conditions. The Agreement Administrator shall
1639 have authority to consider Contractor's documentation and uphold and collect the assessed charge, to
1640 reduce the charge, or waive and dismiss the charge. The Agreement Administrator shall also have the
1641 authority to waive charges in advance of an anticipated, or in response to an actual, emergency event.

1642 15.6 Registration: Inspection. All vehicles used by Contractor in providing Collection Services under this
1643 Agreement, except those vehicles used solely on Contractor's Premises, are to be registered with the
1644 California Department of Motor Vehicles. In addition, each such vehicle must be inspected by the California
1645 Highway Patrol in accordance with Applicable Law., Within two (2) Work Days of a request from the
1646 Agreement Administrator, Contractor must provide County a copy of its vehicle maintenance log and any
1647 safety compliance report, including, but not limited to, any report issued under California Vehicle Code
1648 sections 34500 et seq.

1649 15.7 Safety Markings. All Collection equipment used by Contractor must have appropriate safety
1650 markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and
1651 warning flags. All such safety markings must be in accordance with the requirements of the California
1652 Vehicle Code, as may be amended from time to time.

1653 15.8 Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without repetition
1654 and must have Contractor's name, Contractor's customer service telephone number, and the number of
1655 the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of
1656 each vehicle. All Collection Vehicles shall display the words "Servicing the County of Ventura" in letters no
1657 less than two inches (2") high. No advertising is permitted other than the name of Contractor, its logo and
1658 registered service marks, except promotional advertisement of the Recyclable Materials and Organic Waste
1659 programs, which is encouraged. County to approve any promotional material of the Recyclable Materials
1660 and Organic Waste Programs affixed to or painted on Contractor's Collection Vehicles and may require

1661 such promotion to be utilized from time to time to encourage correct recycling, reduce contamination, and
1662 provide relevant education. Contractor must repaint all vehicles (including vehicles striping) during the term
1663 of this Agreement on a frequency as necessary to maintain a positive public image as reasonably
1664 determined by the Agreement Administrator, but not less often than once every five (5) years.

1665 15.9 County Message Display. At the Contractor's sole expense, up to three (3) Collection Vehicles
1666 operating full-time within each Service Area, shall display County messaging or advertising, either related
1667 or unrelated to Solid Waste, of the County's choice. The County shall be able to change the messaging on
1668 each Collection Vehicle up to two (2) times per year per a quarterly basis.

1669 15.10 Vehicle Certification. For each Collection Vehicle used in the performance of services under this
1670 Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to Part 5 of
1671 Division 26 of the California Health and Safety Code (Section 43000 et seq.) and regulations promulgated
1672 thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle
1673 Code (Section 34500 et seq.) and the regulations promulgated thereunder, as applicable to the vehicle.
1674 Contractor must maintain copies of such certificates and reports and must make such certificates and
1675 reports available for inspection upon request by the Agreement Administrator. At least annually, Contractor
1676 must submit to the Agreement Administrator verification that each of the Contractor's Collection Vehicles
1677 has passed the California Heavy Duty Vehicle Inspection. Thereafter, Contractor must cause each vehicle
1678 in Contractor's Collection fleet to be tested annually in the California Heavy Duty Inspection Program and
1679 must, upon request, submit written verification to County within ten (10) Work Days of the completion of
1680 such test. Contractor may not use any vehicle that does not pass such inspection.

1681 15.11 Equipment Maintenance. Contractor must always maintain Collection equipment in a clean
1682 condition and in good repair. All parts and systems of the Collection equipment must operate properly and
1683 be maintained in a condition satisfactory to County. Contractor must wash all Collection Vehicles at least
1684 once a week.

1685 15.12 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles. The log
1686 must always be accessible to County by physical inspection upon request of Agreement Administrator, and
1687 must show, at a minimum, each vehicle Contractor assigned identification number, date purchased or initial
1688 lease, dates of performance of routine maintenance, dates of performance of any additional maintenance,
1689 and description of additional maintenance performed.

1690 15.13 Equipment Inventory. On or before January 1, 2024, Contractor shall provide to County an
1691 inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation
1692 and performance of services under this Agreement. The inventory must indicate each Collection Vehicle by
1693 Contractor assigned identification number, DMV license number, the age of the chassis and body, type of
1694 fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the
1695 decibel rating and the maintenance and rebuild status. Contractor must submit to the Agreement
1696 Administrator, either by fax or e-mail, an updated inventory annually to the County or more often at the
1697 request of the Agreement Administrator. Each inventory must also include the tare weight of each vehicle
1698 as determined by weighing at a certified scale used by Contractor. Each vehicle inventory must be

1699 accompanied by a certification signed by Contractor that all Collection Vehicles meet the requirements of
1700 this Agreement.

1701 15.14 Reserve Equipment. Contractor shall always have reserve Collection equipment able to be put into
1702 service and operation within one (1) hour of any breakdown. Such reserve equipment must correspond in
1703 size and capacity to the equipment used by the Contractor to perform the contractual duties.

1704 Article 16. Contractor's Office

1705 16.1 Contractor's Office. Contractor shall maintain an office in the County of Ventura, California. Such
1706 office must be equipped with enough telephones that all Collection Service-related calls received during
1707 normal business hours are answered by an employee within five (5) rings. The office must have responsible
1708 persons in charge during Collection hours and must be open during such normal business hours, 7:00 a.m.
1709 to 5:00 p.m. on Monday through Friday and Saturday (8 a.m. to 12 p.m.) during Collection Service hours.
1710 Contractor must provide either a local or toll-free telephone number that connects to the call center
1711 described in Section 16.2, and a telephone answering service or mechanical device to receive Service
1712 Recipient inquiries during those times when the office is closed. Calls received after normal business hours
1713 must be addressed the next Work Day morning.

1714 16.2 Customer Service Call Center. Contractor must maintain a Customer Service call center. Such
1715 office must be equipped with enough telephones that all customer service-related calls received during
1716 normal business hours, 7:00 a.m. to 6:00 p.m. on Monday through Friday and Saturday during Collection
1717 Service hours (8 a.m. to 12 p.m.), are answered by an employee within five (5) rings

1718 16.3 Emergency Contact and Response. Contractor must provide the Agreement Administrator with an
1719 emergency phone number where the Contractor can be reached outside of the required office hours.
1720 Contractor shall equip at least one truck with a two-way radio or telephone that is always available for
1721 emergency response or to respond to Service Recipient complaints. Contractor shall report any accident,
1722 as defined by State of California Vehicle Code Section 16000, to County within one (1) business day of
1723 occurrence.

1724 16.4 Multilingual/TDD Service. Contractor must always maintain the capability of responding to
1725 telephone calls in English and such other languages as County may direct. Contractor must always maintain
1726 the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD)
1727 Services. Website shall be in at least English and Spanish, though inclusion of Mandarin and Vietnamese
1728 is preferred.

1729 16.5 Service Recipient Calls. During office hours, Contractor must maintain a telephone answering
1730 system capable of accepting at least five (5) incoming calls at one time. Contractor must record all calls
1731 including any inquiries, service requests and complaints into a customer service log. All incoming calls will
1732 be answered at the local office or call center within five (5) rings. Any call "on-hold" exceeding 1.5 minutes
1733 must have the option to remain "on-hold" or request a "call-back" from a customer service representative.
1734 Contractor's customer service representatives must return Service Recipient calls. For all messages left
1735 before 3:00 p.m., all "call backs" must be attempted a minimum of one time prior to 5:00 p.m. on the day of

1736 the call. For messages left after 3:00 p.m., all "call backs" must be attempted a minimum of one (1) time
1737 prior to noon the next Work Day. Contractor must make minimum of three (3) attempts within one (1) Work
1738 Day of the receipt of the call. If Contractor is unable to reach the Service Recipient on the next Work Day,
1739 Contractor must send a postcard, email or text, as indicated by the Service Recipient to the Service
1740 Recipient on the second Work Day after the call was received, indicating that the Contractor has attempted
1741 to return the call.

1742 Article 17. Contractor Support Services

1743 17.1 Sustainability/Compliance Representative. Contractor will hire staff, including at least two
1744 Sustainability/Compliance Representatives available to the County as of the Commencement Date, to
1745 conduct site visits and provide outreach and education, as needed, in support of meeting Diversion
1746 requirements and State mandates under Applicable Law in the Service Area, as may be amended. The
1747 Sustainability/Compliance Representatives shall be available as needed to meet with the County and
1748 conduct site visits to implement Recycling and Organics programs in the Service Area at least four days a
1749 week throughout the year. County may request monthly meetings with Contractor to discuss problems or
1750 issues such as Collection or Recycling programs, Billing or Service Recipient service issues, and day to
1751 day operations. County and Contractor agree to meet and confer to reevaluate the ongoing need for two
1752 Sustainability/Compliance Representatives on or around August 1, 2025.

1753 17.2 Sustainability and Compliance Plan. Contractor, at its own expense, must prepare, submit, and
1754 implement an annual (Calendar Year) Sustainability and Compliance Plan ("Plan"), which will guide
1755 Contractor's staffs' work efforts. This Plan will include measures to meet diversion targets, increase
1756 diversion, and increase participation of Service Recipients in recycling and organics diversion programs,
1757 and should target certain Recyclable Materials or "problem" areas, including recycling and organics sorting
1758 and contamination, within Contractor's Service Area where improvements can be maximized. Planned
1759 outreach and education services, and outreach materials should be included as part of the Plan and
1760 updated annually. Targets of outreach should be based on local trends and recycling patterns from data
1761 obtained by both the County and Contractor. Contractor will maintain current and state-of-the-art public
1762 outreach and education services throughout the term of this Agreement by providing outreach materials to
1763 Service Recipients electronically (via email and social media). Contractor must submit first year draft Plan
1764 to the County prior to the Commencement Date and by July 1st each year thereafter for the term of the
1765 Agreement. County shall review and provide revisions to draft Plan within thirty (30) days of receipt.
1766 Contractor must revise and submit final Plan to County by September 1, 2023 for first year and then each
1767 year thereafter for the Term. Contractor's Plan is provided in Exhibit 8.

1768 17.3 County-Specific Website. Contractor shall maintain an interactive County-specific website that fully
1769 explains the Contractor's current services and rates, the diversion options available, and allows Service
1770 Recipients to submit service changes, inquiries, complaints, or queries. The website must describe and
1771 promote the use of the available Recyclable Materials and Organics services. Contractor's local website
1772 must provide information specific to the County's programs. The website must include all information
1773 required under Applicable Law. Contractor will ensure information provided on the website is maintained

1774 and up to date. Content will include proper container set out, educational materials, newsletters, and
1775 program descriptions.

1776 17.4 Recycling Resources. Contractor shall maintain accurate list of recyclable materials on its website
1777 and promote proper recycling to all Service Recipients. Contractor shall consult, collaborate, and coordinate
1778 its recycling outreach and educational materials and activities with the County and incorporate the County's
1779 input on the Contractor's recycling resources and programs.

1780 17.5 Waste Audits. Contractor shall complete Recycling and Solid Waste audits for twenty (20) MFD
1781 Service Recipients per month and provide recommendations to Service Recipients on how to improve
1782 overall resource efficiency.

1783 17.6 Compliance Reporting. Contractor shall report contaminations and overage issues via the Waste
1784 Reporting System.

1785 17.7 Right-sizing Containers. Contractor must right-size Collection Containers to maximize diversion
1786 from SFD and MFD Service Recipients.

1787 17.8 Education and Outreach Materials. Contractor must implement public education and outreach in
1788 conformance with Applicable Law and in coordination with the County. Contractor shall attend public events
1789 and host booths to promote recycling education and awareness. Contractor will work with County to identify
1790 which special events will be attended. Contractor, together with County, shall work with local media to
1791 ensure information on new programs, events, recycling, organics etc. is communicated to the community.
1792 Contractor shall use a variety of options such as local paper, news, websites, social media, homeowners
1793 associations, schools, and civic groups to distribute information and education about County Solid Waste
1794 and recycling programs, and events. Contractor shall distribute educational material to Service Recipients
1795 a minimum of once a quarter by mail or electronically. Contractor shall provide Service Recipients four (4)
1796 quarterly direct mailed newsletters with program implementation compliant with Applicable Law. Materials
1797 will be provided in at least English and Spanish, though inclusion of Mandarin and Vietnamese is preferred.
1798 These materials should include tips on recycling properly, use of organics containers, composting, battery
1799 and electronics education, prevention of contamination issues, proper Collection Container placement,
1800 resource information, and HHW education.

1801 17.9 Service Recipient Personnel Training. Contractor shall advise and educate appropriate personnel
1802 (management, employees, janitors, etc.) at MFD Service Units on methods and recommendations to
1803 increase recycling and decrease landfilling including best practices for recycling, waste reduction and
1804 availability, and use of in-house recycling containers.

1805 17.10 Available Services Notice and Information. At least annually, Contractor must publish and distribute
1806 (by mail or electronically) a notice to all Service Units regarding the full range of services offered. The notice
1807 must contain at a minimum (i) definitions of the materials to be Collected, (ii) procedures for setting out
1808 materials, (iii) the days when Refuse Collection Services, Recycling Services, and Organic Waste Collection
1809 Services will be provided, (iv) Contractor's local customer service phone number, (v) instructions on the
1810 proper filling of Containers, (vi) instructions as to what materials may or may not be placed in Recyclable

1811 Materials or Organic Waste Containers, (vii) how to select Container sizes to maximize diversion, (viii)
1812 participation in Recycling and Organic Waste programs, (ix) the fees for overage and Contamination in the
1813 event of non-compliance, (x) the availability of on-Premises Collection Services, including the availability of
1814 no-charge on-Premises Collection Services for qualified persons, (xi) Bulky Items Collection Services, (xii)
1815 the dates and locations of Neighborhood Cleanup days, (xiii) the dates and locations of Free Large Item
1816 Drop-off days, and (xiv) all information required under Applicable Law. The notice must be provided in
1817 English and Spanish, and other languages as directed by the County, and must be distributed by Contractor
1818 no later than February 1st of each year.

1819 17.11 Approach to Meeting County's Diversion Requirements. Contractor must document approach to
1820 meeting County's diversion requirements by specific diversion program type (SFD or MFD Recyclable
1821 Material, Organic Waste, Bulky Items, etc.) and must relate to both specific and public education programs.
1822 This must include an implementation schedule showing the specific programs and tasks, milestones, and
1823 time frames for meeting the diversion requirements.

1824 17.12 Tonnage Table. Contractor must provide as part of the Plan, a tonnage table segregated by SFD
1825 and MFD and Additional Services that estimates tonnages for Recyclable Material and Organic Waste
1826 delivered and processed, and the estimated residual tonnages for each calendar year of the Agreement.

1827 17.13 Environmental Stewardship. Contractor must describe all environmental management policies and
1828 activities related to the Solid Waste collection service, including the use of Alternative Fuel Vehicles,
1829 reduction of air emissions and wear and tear on the County's streets, use of recycled products throughout
1830 operations, internal waste reduction and reuse protocol, water and resource conservation activities within
1831 facilities (design, construction and operation), compliance with laws governing e-waste, HHW, and u-waste,
1832 and use of non-toxic products when possible.

1833 17.14 News Media Relations. Contractor will work with local media to ensure information is communicated
1834 to community (new programs, events, recycling information, etc.). Contractor to use options, such as; local
1835 newspaper, radio/television news outlets, websites and social media. Contractor will notify the Agreement
1836 Administrator by e-mail or phone of all requests for news media interviews related to the services covered
1837 under this Agreement within one (1) Work Day of Contractor's receipt of the request. When practicable,
1838 before responding to any inquiries involving controversial issues or any issues likely to affect participation
1839 or Service Recipient's perception of services, Contractor will discuss Contractor's proposed response with
1840 the County Agreement Administrator.

1841 17.15 News Media Requests. Contractor will notify the Agreement Administrator by e-mail or phone of all
1842 requests for news media interviews related to the services covered under this Agreement within one (1)
1843 Work Day of Contractor's receipt of the request. When practicable, before responding to any inquiries
1844 involving controversial issues or any issues likely to affect participation or Service Recipient's perception of
1845 services, Contractor will discuss Contractor's proposed response with the Agreement Administrator.

1846 17.15.1 Copies of draft news releases or proposed trade journal articles that use the name
1847 of County or relate to the services provided hereunder must be submitted to the Agreement
1848 Administrator for prior review and approval at least five (5) working days in advance of release, except

1849 where Contractor is required by any law or regulation to submit materials to any regulatory agency in
1850 a shorter period of time, in which case Contractor must submit such materials to County
1851 simultaneously with Contractor's submittal to such regulatory agency.

1852 17.15.2 Copies of articles resulting from media interviews or news releases that use the
1853 name of County or relate to the services provided hereunder must be provided to the County within
1854 five (5) days after publication.

1855 17.16 Annual Recycling Awards. Contractor will recognize outstanding participation in Recycling and/or
1856 Organic Waste programs by identifying "recycling all-stars" for recognition at a Board of Supervisors
1857 meeting during each November, beginning November 2024.

1858 17.17 Acceptable & Unacceptable Materials Labeling. Contractor must affix to each Recycling and
1859 Organics Collection Container a sticker that clearly lists Acceptable materials to be placed in these
1860 containers as well as unacceptable material. Stickers must be replaced annually and include any updates
1861 in the list of Acceptable materials (Exhibit 10).

1862 17.18 Programs and Services. Contractor must provide additional educational and outreach services and
1863 programs as requested by County at a price to be mutually agreed upon between the Contractor and the
1864 Agreement Administrator. In the event Contractor and the Agreement Administrator cannot reach a mutually
1865 agreed upon price for the requested service or program, County has the right to procure the service of other
1866 vendors or contractors to provide the requested service.

1867 17.19 Operations Plans. Contractor must adhere to the Transition Plan included as Exhibit 4, Customer
1868 Service Plan included as Exhibit 6, and Collection Service Operations Plan included as Exhibit 7 that
1869 present the specific collection and processing programs that will be implemented in the County.

1870 Article 18. Emergency Service

1871 18.1 Revised Services During an Emergency. In the event of a major storm, earthquake, fire, natural
1872 disaster, or other such event, the Agreement Administrator may grant the Contractor a variance from regular
1873 routes and schedules, which will not be withheld unreasonably. As soon as practicable after such event,
1874 Contractor must advise the Agreement Administrator when it is anticipated that normal routes and
1875 schedules can be resumed. The Agreement Administrator will try through the local news media to inform
1876 the public when regular services may be resumed. The clean-up from some events may require that
1877 Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime
1878 hours to clean debris resulting from the event. Contractor will receive additional compensation, above the
1879 normal compensation contained in this Agreement, to cover the costs of rental equipment, additional
1880 personnel, overtime hours and other documented expenses based on the Maximum Service Rates set forth
1881 in Exhibit 1 provided Contractor has first secured written authorization and approval from County through
1882 the Agreement Administrator. County will be given equal priority and access to resources as with other
1883 jurisdictions served by Contractor.

1884 18.2 Disaster Recovery Support. In the event of a tornado, major storm, earthquake, fire, natural
1885 disaster, or other such event, Contractor agrees to provide disaster recovery support upon request by
1886 Agreement Administrator. This may include additional hauling of debris, special handling such as wrapping
1887 waste in plastic (i.e., "burrito wrapping"), temporary storage of debris where feasible, additional disposal,
1888 use of different transfer and disposal facilities, and documentation of debris type, weight, and diversion.
1889 Contractor should follow protocol laid out in the County's Draft Disaster Debris Plan and any subsequent
1890 County or County Disaster Debris Plans, as applied to Solid Waste hauling and handling.

1891 Article 19. Record Keeping and Reporting Requirements

1892 19.1 Record Keeping. Notwithstanding Article 44 herein:

1893 19.1.1 Accounting Records. Contractor must maintain full, complete and separate
1894 financial, statistical and accounting records, pertaining to cash, billing, and provisions of all
1895 Collection Services, prepared on an accrual basis in accordance with generally accepted
1896 accounting principles. Such records will be subject to audit, copy, and inspection. Gross receipts
1897 derived from provision of the Collection Services, whether such services are performed by
1898 Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts
1899 of Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for
1900 a period of not less than four (4) years following expiration or other termination hereof, full, complete
1901 and accurate records, including all cash, billing and disposal records, as indicated in the
1902 Agreement.

1903 19.1.2 County Inspection. At any reasonable time requested, the County shall have the
1904 right to inspect, and Contractor shall make available, all equipment, trucks, vehicles, and containers
1905 used by Contractor in the Service Area. At its request, and upon not less than twenty-four (24)
1906 hours advanced written notice, the County shall also have the right to inspect and audit Contractor's
1907 books and records to verify information contained therein, or which should have been reported
1908 therein, the reports required this Article 19 or to verify the payment of appropriate County fees
1909 pursuant to Article 4. The costs of such audits and inspections shall be borne by the Contractor
1910 when inaccuracies in Contractor's books and records result in a material difference in what should
1911 have been reported pursuant to Article 4. For purposes of this Section, a material difference shall
1912 mean a difference of five percent (5%) or more.

1913 19.1.3 Financial and Accounting Records. County reserves the right to request audited,
1914 reviewed, or compiled financial statements prepared by an independent Certified Public
1915 Accountant, or as may be provided by Contractor or its parent company. In the event that Contractor
1916 does not maintain separate financial or accounting records prepared specifically for services
1917 provided under this Agreement, Contractor may use industry standard allocation methods to
1918 provide financial information as applicable to the service provided under this Agreement.

1919 19.1.4 Agreement Materials Records. Contractor must maintain records of the quantities
1920 of (i) Residential and MFD Solid Waste Collected and disposed under the terms of this Agreement,
1921 (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated or given for no

1922 compensation, and residue disposed under the terms of this Agreement, and (iii) Organic Waste
1923 by type, Collected, purchased, processed, sold, donated or given for no compensation, and residue
1924 disposed under the terms of this Agreement.

1925 19.1.5 Other Records. Contractor must maintain all other records reasonably related to
1926 provision of Collection Services, whether or not specified in this Agreement.

1927 19.1.6 Report Format. All reports to be submitted in a format approved by the County,
1928 including electronic data submission in the Waste Reporting System and in a format specified by
1929 the County.

1930 19.2 Quarterly Reporting.

1931 19.2.1 General. Quarterly reports currently include those required by Ventura County
1932 Ordinance Code Sections 4780-4 and 4792-6, as may be amended. Quarterly reports must be
1933 submitted no later than 5 p.m. PT on the last day of the month following the end of Quarter in which
1934 the receipts are collected and must be provided electronically using software acceptable to the
1935 County. If the last day of the month falls on a day that County is closed or a Holiday, then the report
1936 will be due on the next business day. Failure to submit complete quarterly reporting by the due date
1937 will result in penalties as specified in Exhibit 5.

1938 19.2.2 Payments. The payment report must include an accounting of Contractor's Gross
1939 Revenues received during the preceding Quarter, and the Regulatory Fees payable to County.

1940 19.2.3 Tonnage and Service Data. In a County-approved format, Contractor must report
1941 the number of unique SFD and MFD accounts serviced, the number of unique MFD and County
1942 accounts serviced, tonnage of Refuse, Recyclable Materials and Organic Waste collected and
1943 processed for diversion broken down by Container type, Residual amounts from Recycling and
1944 Organic Waste Diversion operations that are landfilled. Quantities should be broken down by SFD,
1945 MFD, and County Service Collection Services.

1946 19.2.4 Overweight Vehicle Reporting. The quarterly report must include a summary total
1947 of all instances of overweight Collection Vehicles. This summary must include the number of
1948 overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle
1949 loads transported during the reported quarter.

1950 19.2.5 Non-Collection. The quarterly report must include a summary of each Service Unit
1951 receiving a Non-Collection Notice in the previous quarter along with a description for the Non-
1952 Collection Notice.

1953 19.2.6 On-hold. The quarterly report must include each Service Unit that was not billed in
1954 the previous quarter due to vacation hold, vacancy etc.

1955 19.2.7 Collection Overage Charges. The quarterly report must include each Service Unit
1956 incurring a charge for a Solid Waste Overage in the previous quarter.

1957 19.2.8 Contamination Reporting. To the extent required by Applicable Law, the quarterly
1958 report must include a summary of all instances of qualifying contamination under the procedures
1959 in Section 5.5. This summary must include the total number of accounts where contamination
1960 occurred, the total number of Contamination Violation Notices issued by Contractor to Service
1961 Recipients, a list of accounts where such notices occurred, and the total number of instances where
1962 Collection Container size or Collection frequency was increased specifically due to contamination.
1963 Within twenty (20) Work Days of request by County, Contractor will provide copies of the
1964 Contamination Violation Notices and the digital documentation of contamination.

1965 19.2.9 Service Recipient Complaint Log. The quarterly report must include the Service
1966 Recipient call log collected from the previous quarter.

1967 19.3 Annual Reporting.

1968 19.3.1 General. An annual report must be submitted no later than 5 p.m. PT on January
1969 31, 2024 and each January 31st thereafter for the previous Calendar Year. If January 31st falls on
1970 a day that County is closed, then the report will be due on the next business day. Annual reports
1971 must be submitted electronically in software acceptable to the County. Failure to submit complete
1972 annual reporting by the due date will result in penalties as specified in Exhibit 5. Annual reports to
1973 County must include the following.

1974 19.3.2 Summary Narrative. A summary narrative of problems encountered with Collection
1975 and processing activities and actions taken. Indicate type and number of Non-Collection Notices
1976 left at Service Recipient locations. Indicate instances of property damage or injury, significant
1977 changes in operation, market factors, publicity conducted, needs for publicity. Include description
1978 of processed material loads rejected for sale, reason for rejection and disposition of load after
1979 rejection.

1980 19.3.3 Diversion Rate. Contractor must provide documentation acceptable to County, in
1981 its reasonable judgment, stating and supporting the Calendar Year's Diversion Rate, as calculated
1982 in accordance with the provisions of Article 8. Any tonnages diverted and disposed from large
1983 venues and events during the reporting period will be counted towards the calculated diversion
1984 rate.

1985 19.3.4 GHG Reduction Efforts. Contractor shall provide a report of its efforts to reduce
1986 and track greenhouse gases (GHGs) arising from Collection Services with details as specified in
1987 Exhibit 8.

1988 19.3.5 Financial Statements. Contractor must submit annual financial statements for the
1989 local operation. Statements need not be reviewed or audited statements.

1990 19.3.6 Annual Sustainability and Compliance Report. Contractor must complete and
1991 submit data sections within their Sustainability and Compliance Plan to document education and
1992 outreach conducted, public event participation, school visits, compliance notices mailed, site visits,

1993	waste audits completed, information distributed, and media used, and community events hosted.
1994	This must include public education activities undertaken during the year, including distribution of
1995	bill inserts, collection notification tags, community information and events, tours and other activities
1996	related to the provision of Collection Services, and must discuss the impact of these activities on
1997	recycling program participation and include amounts collected from Service Units. The report
1998	should include a complete list of all non-exempt accounts, which includes each non-exempt
1999	account's status as a "covered generator" under Applicable Law, the date and status of Contractor's
2000	outreach efforts at each non-exempt account, and the current level of Recycling and Organics
2001	program participation at each non-exempt account.
2002	19.3.7 <u>Summary of Programs.</u> An analysis of any Recycling and Organic Waste
2003	Collection, processing and marketing issues or conditions (such as participation, setouts,
2004	contamination, etc.) and possible solutions.
2005	19.3.8 <u>Solid Waste Data.</u> The number of SFD and MFD Service Units by type and the
2006	number of Collection Containers distributed by size and Service Unit type.
2007	19.3.9 <u>Waste Characterization Data.</u> A breakdown of Solid Waste (Refuse, Recycling,
2008	and Organics) by material type as per CalRecycle material classifications.
2009	19.3.10 <u>Recycling Data.</u> Gross tons Collected daily on average by material type by route
2010	for SFD, MFD, and County Recycling service, with map of routes. The average participation rates
2011	by quarter relative to the total number of Service Units by Service Unit type. Indicate, by material
2012	type (and grade where appropriate), annual totals of Recyclable Materials processed including
2013	facility name and location, average cost or price received per ton and total recycling cost or revenue
2014	received for the year. Indicate any quantities, by material type, donated or otherwise disbursed
2015	without compensation. Indicate number of Recycling Collection Containers distributed by size and
2016	Service Unit type. Also provide annual totals and location for residue disposed.
2017	19.3.11 <u>Organic Waste Data.</u> Include average daily gross tons Collected by route,
2018	separated by Green Waste and Food Waste, with map of routes. Include the total number of Service
2019	Recipients that receive each type of Organic Waste Collection Service provided by the Contractor.
2020	Indicate average daily number of set outs by route. Indicate average participation rates relative to
2021	the total number of Service Units in terms of weekly set out counts. Indicate number of Organic
2022	Waste Collection Containers distributed by size and Service Unit type. Indicate, by material type,
2023	annual totals of Organic Materials processed including facility name and location, average cost or
2024	price received per ton and total organics cost or revenue received for the year. Provide totals and
2025	location for Residue Disposed. Include the number of route reviews conducted for prohibited
2026	contaminants and the number of Non-Collection Notices issued to Service Recipients in
2027	accordance with Applicable Law.
2028	19.3.12 <u>Customer Service Log.</u> A copy of the customer service log, including a summary
2029	of the type and number of complaints and their resolution. Copies of a written record of all calls
2030	related to missed pickups and responses to such calls.

2031 19.3.13 Customer Service Information Sheet. A copy of Contractor's most recent Customer
2032 Service Information Sheet (i.e., customer call center "cheat sheet") for the County or the equivalent
2033 information used by customer service representatives.

2034 19.3.14 Overweight Vehicle Data. A summary of all instances of overweight Collection
2035 Vehicles. This summary must also include the number of overweight vehicle instances as a
2036 percentage of the total number of Collection Vehicle loads transported during the Calendar Year.

2037 19.3.15 Collection Container and Vehicle Inventory. An updated complete inventory of
2038 Collection Containers by type and size, and an updated complete inventory of Collection Vehicles
2039 including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,
2040 license plate number, fuel type and vehicle make and model.

2041 19.3.15.1 Compliance Data Required under Applicable Law. Contractor must report
2042 the total number of MFD Service Units serviced and the number of containers, container sizes
2043 and frequency of collection for Refuse, Recyclable Materials and Organic Waste for each non-
2044 exempt MFD Service Unit. Contractor must also provide the following information separately:
2045 the total number of non-exempt MFD Service Units that fall under the thresholds set under
2046 Applicable Law (see AB 341 and AB 1826), and the total number of those non-exempt MFD
2047 Service Units that are not subscribed to MFD Recycling Collection Service or MFD Organics
2048 Collection Service.

2049 19.3.15.2 Outreach Summary. A summary of the type of follow-up outreach that was
2050 provided to those non-exempt MFD Service Units that are not subscribed to MFD Recycling
2051 Collection Service or MFD Organics Collection Service.

2052 19.3.16 Training Records. Contractor shall provide proof of training records for Service
2053 Recipient personnel, emergency procedures, Customer Service Courtesy, and how to recognize
2054 Illicit Discharges and stormwater pollution sources.

2055 19.4 CalRecycle Reports. Contractor will provide reasonable assistance to County in preparing annual
2056 reports to CalRecycle (the "Electronic Annual Report" or EAR), including, but not limited to, supplying
2057 required data for preparation of the reports, and completing all required data input in the Waste Reporting
2058 System.

2059 19.4.1 In the event that CalRecycle requires County to report an Implementation
2060 Schedule to comply with any Applicable Law, Contractor will provide assistance to County in
2061 preparing a report, including Contractor's policies and procedures related to compliance with
2062 Applicable Law and how Recyclable Materials or Organic Waste are collected, a description of the
2063 geographic area, routes, list of addresses served and a method for tracking contamination, copies
2064 of route audits, copies of notice of contamination, copies of notices, violations, education and
2065 enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters,
2066 website, and social media.

2067 19.5 Waste Characterization Audit. Contractor must conduct statistically valid waste audits of
2068 Residential Service Recipients' waste once annually, including Recycling, Refuse, and Organic Waste, and
2069 provide characterization data to the County as part of its Annual Report (Section 19.3). Material types and
2070 guidance should follow CalRecycle requirements and/or recommendations.

2071 19.6 Additional Reporting. Contractor must furnish County with any additional reports as may reasonably
2072 be required, such reports to be prepared within a reasonable time following the reporting period.

2073 Article 20. Nondiscrimination

2074 20.1 Nondiscrimination. In the performance of all work and services under this Agreement, Contractor
2075 may not discriminate against any person based on such person's race, sex, gender, gender identity, color,
2076 national origin, religion, marital status, or sexual orientation. Contractor must comply with all applicable
2077 local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting
2078 discrimination in employment.

2079 Article 21. Service Inquiries and Complaints

2080 21.1 Contractor's Customer Service. All service inquiries and complaints will be directed to Contractor.
2081 A representative of Contractor must be available to receive the complaints during normal business hours.
2082 Customer Service training shall include courtesy, shall prohibit the use of loud or profane language, and
2083 shall instruct Collection crews to perform the work quietly. Contractor shall use its best efforts to assure that
2084 all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall
2085 respond to customer complaints within twenty-four (24) hours of receipt, Holidays and weekends excluded.
2086 Cases must be addressed and resolved within three (3) Work Days. In the case of a dispute between
2087 Contractor and a Service Recipient, the matter will be reviewed, and a decision made by the Agreement
2088 Administrator.

2089 21.2 Contractor will utilize an electronic customer service log to maintain a record of all inquiries and
2090 complaints in a form approved by County. At a minimum, the log shall include a description of the complaint,
2091 the date the complaint was received, the staff person who received the complaint, the name, telephone
2092 number and address of the complainant, the actions the Contractor took to resolve the complaint (including
2093 date of action(s)), and the date of resolution (if different than the date of the actions taken). Contractor shall
2094 compile a customer complaint log summary in a format approved by Director and shall submit to Director
2095 with the Quarterly Reports referenced in Section 19.2. The Contractor shall retain a record of each
2096 complaint for a minimum of three (3) years from the time the first complaint was received.

2097 21.3 For those complaints related to missed Collections, where Containers are properly and timely set
2098 out, that are received by 12:00 noon on a Work Day, Contractor will return to the Service Unit address and
2099 Collect the missed materials before leaving the Service Area for the day. For those complaints related to
2100 missed Collections received after 12:00 noon on a Work Day, Contractor will have until the end of the
2101 following Work Day to resolve the complaint. For those complaints related to repair or replacement of
2102 Collection Containers, the appropriate Sections of this Agreement will apply.

2103 21.4 Contractor agrees that it is in the best interest of County that all Refuse, Recyclable Materials, and
2104 Organic Waste be collected on the scheduled Collection day. Accordingly, missed Collections will normally
2105 be Collected as set forth above regardless of the reason that the Collection was missed. However, in the
2106 event a Service Recipient requests missed Collection service more than two (2) times in any consecutive
2107 two (2) month period the Agreement Administrator will work with Contractor to determine an appropriate
2108 resolution to that situation. In the event Contractor believes any complaint to be without merit, Contractor
2109 will notify the Agreement Administrator, by e-mail. The Agreement Administrator will investigate all disputed
2110 complaints and render a decision.

2111 21.5 Contractor's service and emergency telephone numbers must be accessible by a local (County)
2112 phone number or toll-free number. The service telephone number(s) must be listed in the area's telephone
2113 directories under Contractor's name in the White Pages and available through an online search and listed
2114 on the Contractor's website.

2115 Article 22. Quality of Performance of Contractor

2116 22.1 Intent. Contractor acknowledges and agrees that one of County's primary goals in entering into this
2117 Agreement is to ensure Collection Services are of the highest caliber, Service Recipient satisfaction
2118 remains at the highest level, maximum diversion levels are achieved, and materials Collected are put to the
2119 highest and best use to the extent possible.

2120 22.2 Administrative Charges and Penalties. Quality performance by the Contractor is of primary
2121 importance. In respect of this, Contractor agrees to pay County administrative charges and penalties as
2122 detailed in Exhibit 5 should Contractor fail to meet its responsibilities under this Agreement. Should
2123 Contractor be in breach of the requirements set forth in this Agreement, it is mutually understood and agreed
2124 the public will necessarily suffer damages and such damages, from the nature of the default in performance
2125 will be extremely difficult and impractical to fix. County finds, and the Contractor agrees, that, as of the time
2126 of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of
2127 damages which will be incurred by County as a result of a breach by Contractor of its obligations under this
2128 Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited
2129 to, the fact that: (i) substantial damage results to members of the public who are denied services or denied
2130 quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration and deprivation of
2131 the benefits of this Agreement to individual members of the general public for whose benefit this Agreement
2132 exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise
2133 monetary terms; (iii) services might be available at substantially lower costs than alternative services, and
2134 the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to
2135 calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other
2136 remedies are, at best, a means of future correction and not remedies making the public whole for past
2137 breaches.

2138 22.3 Procedure for Review of Administrative Charges. The Agreement Administrator may assess
2139 administrative charges and penalties as specified in Exhibit 5 pursuant to this Agreement quarterly. At the
2140 end of each quarter during the term of this Agreement, the Agreement Administrator will issue a written

2141 notice to Contractor ("Notice of Assessment") of the administrative charges assessed and the basis for
2142 each assessment.

2143 22.3.1 The assessment will become final unless, within ten (10) calendar days of the date
2144 of the notice of assessment, Contractor provides a written request for a meeting with the County
2145 Administrator to present evidence that the assessment should not be made.

2146 22.3.2 The Agreement Administrator will schedule a meeting between Contractor and the
2147 County Administrator as soon as reasonably possible after timely receipt of Contractor's request.

2148 22.3.3 The County Administrator will review Contractor's evidence and render a decision
2149 sustaining or reversing the administrative charges as soon as reasonably possible after the
2150 meeting. Written notice of the decision will be provided to Contractor.

2151 22.3.4 In the event Contractor does not submit a written request for a meeting within ten
2152 (10) calendar days of the date of the Notice of Assessment, the Agreement Administrator's
2153 determination will be final.

2154 22.3.5 County's assessment or collection of administrative charges will not prevent
2155 County from exercising any other right or remedy, including the right to terminate this Agreement,
2156 for Contractor's failure to perform the work and services in the manner set forth in this Agreement.

2157 22.4 Uncontrollable Circumstances.

2158 22.4.1 If either party is prevented from or delayed in performing its duties under this
2159 Agreement by circumstances beyond its control, whether or not foreseeable, including, without
2160 limitation, acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather,
2161 freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or
2162 threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public
2163 riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint
2164 or other causes, whether of the kind enumerated or otherwise, not reasonably within the control of
2165 the affected party, then the affected party will be excused from performance hereunder during the
2166 period of such disability.

2167 22.4.2 The party claiming excuse from performance must promptly notify the other party
2168 when it learns of the existence of such cause, including the facts constituting such cause, and when
2169 such cause has terminated.

2170 22.4.3 The interruption or discontinuance of services by a party caused by circumstances
2171 outside of its control will not constitute a default under this Agreement.

2172 **Article 23. Performance Bond**

2173 23.1 Performance Bond. Within ten (10) Business Days from the date the Board of Supervisors approves
2174 this Agreement, Contractor must furnish to County, and keep current, a performance bond, for the faithful

2175 performance of this Agreement and all obligations arising hereunder. From January 1, 2024, and so long
2176 as this Agreement or any extension thereof remains in force, Contractor must maintain a performance bond
2177 in the amount of one million dollars (\$1,000,000).

2178 23.2 The performance bond must be executed by a surety company licensed to do business in the State
2179 of California; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list
2180 of surety companies approved by the Treasurer of the United States.

2181 23.3 In the event County draws on the bond, all of County's costs of collection and enforcement of the
2182 Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

2183 23.4 The Performance Bond must be renewed annually for the entire term of the Agreement and
2184 evidence must be provided to County annually.

2185 Article 24. Insurance

2186 24.1 Insurance Policies. Contractor must secure and maintain throughout the term of this Agreement
2187 insurance against claims for injuries to persons or damages to property which may arise from or in
2188 connection with Contractor's performance of work or services under this Contract. Contractor's performance
2189 of work or services includes performance by Contractor's employees, agents, representatives, and
2190 subcontractors.

2191 24.2 Minimum Scope of Insurance. Insurance coverage must be at least this broad:

2192 24.2.1 Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive
2193 General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form
2194 Comprehensive General Liability; or Insurance Services Office Commercial General Liability
2195 coverage ("occurrence" form CG 0001), including X, C, U where applicable.

2196 24.2.2 Insurance Services Office Form No. CA 0001 (Ed. 12/93) covering Automobile
2197 Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage must
2198 also include code 8, "hired autos" and code 9 "non-owned autos".

2199 24.2.3 Workers' Compensation insurance as required by the California Labor Code and
2200 Employers Liability Insurance.

2201 24.2.4 Environmental Pollution Liability Insurance.

2202 24.3 Minimum Limits of Insurance. Contractor must maintain insurance limits no less than:

2203 24.3.1 Comprehensive General Liability: \$3,000,000 combined single limit per occurrence
2204 for bodily injury, personal injury, and property damage. If Commercial General Liability insurance
2205 with a general aggregate limit is used, either the general aggregate limit will apply separately to
2206 this Agreement, or the general aggregate limit must be \$5,000,000.

- 2207 24.3.2 Automobile Liability: \$10,000,000 combined single limit per accident for bodily
2208 injury and property damage.
- 2209 24.3.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as
2210 required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.
- 2211 24.3.4 Environmental Pollution Liability: \$3,000,000 per occurrence and \$5,000,000
2212 aggregate, with five (5) years tail coverage. Coverage shall include bodily injury or property damage
2213 arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or
2214 escape of pollutants resulting from Contractor's operations.
- 2215 24.3.5 If Contractor maintains higher limits than the minimum shown above, the County
2216 requires and shall be entitled to coverage for the higher limits maintained by the Service Provider.
2217 Any available insurance proceeds exceeding the specified minimum limits of insurance and
2218 coverage shall be available to the County.
- 2219 24.4 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared
2220 to County's risk manager. Should County form a reasonable belief Contractor may be unable to pay any
2221 deductibles or self-insured retentions, Contractor must procure a bond guaranteeing payment of losses and
2222 related investigations, claim administration and defense expenses in an amount specified by County's risk
2223 manager.
- 2224 24.5 Endorsements. The policies are to contain, or be endorsed to contain, the following provisions:
- 2225 24.5.1 General Liability, Automobile and Environmental Liability Coverage.
- 2226 24.5.1.1 County, its officers, employees, agents, and contractors are to be covered
2227 as additional insureds as respects: Liability arising out of activities performed by, or on behalf
2228 of, Contractor; products and completed operations of Contractor; Premises owned, leased or
2229 used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The
2230 coverage must contain no special limitations on the scope of protection afforded to County, its
2231 officers, employees, agents and contractors.
- 2232 24.5.1.2 Contractor's insurance coverage must be primary insurance as respects
2233 County, its officers, employees, agents, and contractors. Any insurance, or self-insurance
2234 maintained by County, its officers, employees, agents, or contractors will be in excess of
2235 Contractor's insurance and will not contribute with it.
- 2236 24.5.1.3 Any failure to comply with reporting provisions of the policies will not affect
2237 coverage provided to County, its officers, employees, agents, or contractors.
- 2238 24.5.1.4 Coverage must State that Contractor's insurance will apply separately to
2239 each insured against whom claim is made or suit is brought, except with respect to the limits
2240 of the insurer's liability.

2241 24.5.2 All Coverage. Each insurance policy required by this Agreement must be endorsed
2242 to State that coverage may not be canceled except after thirty (30) calendar days (ten (10) days in
2243 the event of cancellation for non-payment) prior written notice has been given to County. Moreover,
2244 Contractor will not order the cancellation of any required insurance policy or change in insurance
2245 policy limits without thirty (30) days prior written notice to County by Contractor.

2246 24.6 Acceptability of Insurers. Insurance is to be placed with insurers having an A.M. Best rating of A-
2247 /VII or better.

2248 24.7 Verification of Coverage. Contractor must furnish County with certificates of insurance and with
2249 original endorsements affecting coverage required by this Agreement. The certificates and endorsement
2250 for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its
2251 behalf. Contractor must furnish County with a new certificate of insurance and endorsements on each
2252 renewal of coverage or change of insurers. Proof of insurance must be mailed to the following address, or
2253 any subsequent address as may be directed by the County:

2254 County of Ventura
2255 Public Works Agency Water & Sanitation, IWMD
2256 800 S. Victoria Ave.
2257 Ventura, CA 93009-1650

2258 24.8 Subcontractors. Contractor must include all subcontractors performing services in the County as
2259 insureds under its policies or subcontractors must obtain separate certificates and endorsements.

2260 24.9 Modification of Insurance Requirements. The insurance requirements provided in this Agreement
2261 may be modified or waived by County's risk manager, in writing, upon the request of Contractor if County's
2262 risk manager determines such modification or waiver is in the best interest of County considering all relevant
2263 factors, including exposure to County.

2264 24.10 Rights of Subrogation. All required insurance policies must preclude any underwriter's rights of
2265 recovery or subrogation against County with respect to matters related to Contractor's performance of its
2266 obligations under this Agreement, with the express intention of the parties being that the required insurance
2267 coverage protects both parties as the primary coverage for any and all losses covered by the above-
2268 described insurance. Contractor must ensure that any companies issuing insurance to cover the
2269 requirements contained in this Agreement agree that they will have no recourse against County for payment
2270 or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and
2271 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in
2272 which County is named as an additional insured will not apply to County.

2273 24.11 Failure to maintain insurance. Should Contractor fail to obtain or maintain insurance as required by
2274 this Agreement, Contractor shall have seven (7) days to cure the defect, during which time County shall
2275 have the option, but not the obligation, to, at Contractor's sole expense: (i) hire replacement waste hauler
2276 services to perform Contractor's tasks until insurance coverage is resumed; or (ii) obtain replacement

2277 insurance coverage during said cure period. Should Contractor fail to correct this defect, County shall have
2278 the option to terminate this Agreement immediately.

2279 Article 25. Hold Harmless and Indemnification

2280 25.1 Hold Harmless for Contactor's Damages. Contractor holds County, its elected officials, officers,
2281 agents, employees, and volunteers harmless from all of Contractor's claims, demands, lawsuits, judgments,
2282 damages, losses, injuries or liability to Contractor, to Contractor's employees, to Contractor's contractors
2283 or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or liability occur
2284 during the work or services required under this Agreement, or performance of any activity or work required
2285 under this Agreement.

2286 25.2 Defense and Indemnity of Third-Party Claims/Liability. Contractor shall indemnify, defend with legal
2287 counsel approved by County, and hold harmless County, its officers, officials, employees, and volunteers
2288 ("County Indemnitees") from and against all liability including, but not limited to, loss, damage, expense,
2289 cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees
2290 of litigation) of every nature arising out of, or in connection with, Contractor's performance of work
2291 hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss
2292 or damage which is caused by the active negligence or willful misconduct of County. Should conflict of
2293 interest principles preclude a single legal counsel from representing both County and Contractor, or should
2294 County otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse County its
2295 costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs
2296 and fees of litigation. The Contractor shall promptly pay County any final judgment rendered against County
2297 (and its officers, officials, employees, and volunteers) with respect to claims covered by this Section. It is
2298 expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive
2299 as is permitted by the law of the State of California and will survive termination of this Agreement.
2300 Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage,
2301 demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was
2302 caused in part or contributed to by a County Indemnitee. However, without affecting the rights of County
2303 under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless
2304 County for liability attributable to the active negligence of County, provided such active negligence is
2305 determined by agreement between the parties or by findings of a court of competent jurisdiction. In
2306 instances where County is shown to have been actively negligent and where County's active negligence
2307 accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire
2308 portion or percentage of liability not attributable to the active negligence of County.

2309 25.3 Nonwaiver. County does not waive, nor shall be deemed to have waived, any indemnity, defense
2310 or hold harmless rights under this Section because of the acceptance by County, or the deposit with County,
2311 of any insurance certificates or policies described in Article 24.

2312 25.4 Diversion Indemnification. Subject to the requirements of Public Resources Code section 40059.1,
2313 which will control in the event of any conflict with the provisions of this Section, Contractor agrees to defend
2314 and indemnify County Indemnitees with counsel selected by Contractor and approved by County, to pay all

2315 attorneys' fees, and to indemnify and hold County Indemnitees harmless from and against all fines or
2316 penalties imposed by the CalRecycle if the diversion goals specified in California Public Resources Code
2317 section 41780, as it may be amended, are not met by County with respect to the Materials Collected by
2318 Contractor and if the lack in meeting such goals are attributable to the failure of Contractor to implement
2319 and operate the recycling or diversion programs or undertake the related activities required by this
2320 Agreement. In the event CalRecycle provides an administrative process to challenge the imposition of a
2321 compliance order, a fine, or fines, Contractor will be responsible for engaging any consultants or attorneys
2322 necessary to represent County in any challenge. Contractor will be responsible for the retention of and
2323 payment to any consultants engaged to perform waste generation studies (diversion and disposal). All
2324 consultants and attorneys engaged hereunder are subject to the agreement of County and Contractor.

2325 25.5 Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with counsel
2326 reasonably approved by County), protect and hold harmless the County Indemnitees from and against any
2327 and all claims of any kind whatsoever paid, suffered or incurred by or against the County Indemnitees
2328 resulting from any action or response action undertaken pursuant to CERCLA, the Carpenter-Presley-
2329 Tanner Hazardous Substance Account Act of 1981, Health & Safety Code Sections 25300 et seq., or other
2330 similar federal, state or local law or regulation with respect to Solid Waste or Household Hazardous Waste
2331 Collected and Disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement
2332 pursuant to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect,
2333 hold harmless and indemnify the County Indemnitees from all forms of liability under CERCLA, and the
2334 Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981 with respect to Solid Waste or
2335 Household Hazardous Waste Collected and Disposed of by Contractor at facilities selected by Contractor.

2336 25.6 Proposition 218 Release. County intends to comply with all applicable laws concerning the
2337 Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made
2338 a good faith determination that the Maximum Service Rates for the Solid Waste Collection Services
2339 provided under this Agreement are not subject to California Constitution Articles XIII C and XIII D because,
2340 among other reasons, such services are provided by a private corporation and not by County pursuant to
2341 Article 5, Contractor independently establishes the rates for services within the limits established in this
2342 Agreement, the receipt of services is voluntary and not required of any property within County, and any
2343 owner or Service Recipient of property within County has the opportunity to avoid the services available
2344 under this Agreement either through self-hauling or use of property in such a manner that Solid Waste is
2345 not generated. Accordingly, Contractor agrees to hold harmless and release the County Indemnitees from
2346 and against any and all claims Contractor may have against the County Indemnitees resulting in any form
2347 from the Maximum Service Rates provided for under this Agreement or in connection with the application
2348 of California Constitution Article XIII C and Article XIII D to the imposition, payment or collection of the rates
2349 under this Agreement. This Section will survive the expiration or termination of this Agreement for Claims
2350 arising prior to the expiration or termination of this Agreement.

2351 25.7 Consideration. It is specifically understood and agreed that the consideration inuring to Contractor
2352 for the execution of this Agreement consists of the promises, payments, covenants, rights, and
2353 responsibilities contained in this Agreement.

2354 25.8 Obligation. This Agreement obligates Contractor to comply with the foregoing indemnification and
2355 release provisions; however, the collateral obligation of providing insurance must also be satisfied as set
2356 forth in this Agreement. The provision of insurance, and the coverage limits therein, shall not in any way be
2357 a limitation on Contractor's indemnification and defense obligations.

2358 25.9 Subcontractors. Contractor must require all subcontractors performing work in the County to enter
2359 into a contract containing the provisions set forth in Article 25 in which contract the subcontractor fully
2360 indemnifies County in accordance with this Agreement.

2361 25.10 Exception. Notwithstanding other provisions of this Agreement, Contractor's obligation to
2362 indemnify, hold harmless and defend County, its officers and employees will not extend to any loss, liability,
2363 penalty, damage, action, or suit arising or resulting solely from acts or omissions constituting active
2364 negligence, willful misconduct, breach of this Agreement, or violation of law on the part of County, its
2365 officers, or employees.

2366 25.11 Damage by Contractor. If Contractor's employees or subcontractors cause any injury, damage, or
2367 loss to County property, including, but not limited to, County streets or curbs, excluding normal wear and
2368 tear, Contractor must reimburse County for County's cost of repairing or replacing such injury, damage, or
2369 loss. Such reimbursement is not in derogation of any right of County to be indemnified by Contractor for
2370 any such injury, damage, or loss. With the prior written approval of County, Contractor may repair the
2371 damage at Contractor's sole cost and expense. Any injury, damage or loss to private property caused by
2372 the negligent or willful acts or omissions of Contractor to private property must be repaired or replaced by
2373 Contractor at Contractor's sole expense. Disputes between Contractor and its Service Recipients or private
2374 property owners relating to damage to private property are civil matters and complaints of damage will be
2375 referred to Contractor as a matter within its sole responsibility and as a matter within the scope of Article
2376 25.

2377 Article 26. Default of Agreement

2378 26.1 Termination. County may terminate this Agreement, except as otherwise provided below in this
2379 Section, by giving Contractor thirty (30) calendar days advance written notice, to be served as provided in
2380 this Agreement, upon the happening of any one of the following events:

2381 26.1.1 Contractor takes the benefit of any present or future insolvency statute, or makes
2382 a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court)
2383 or a petition or answer seeking an arrangement for its reorganization or the readjustment of its
2384 indebtedness under the Federal bankruptcy laws or under any other law or statute of the United
2385 States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all
2386 or substantially all of its property; or

2387 26.1.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made
2388 approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking
2389 its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or
2390 under any law or statute of the United States or of any State thereof, provided that if any such

2391 judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any
2392 notice of default will be and become null, void and of no effect; unless such stayed judgment or
2393 order is reinstated in which case, such default will be deemed immediate; or

2394 26.1.3 By, or pursuant to, or under the authority of any legislative act, resolution or rule
2395 or any order or decree of any court or governmental board, agency or officer having jurisdiction, a
2396 receiver, trustee, or liquidator takes possession or control of all, or substantially all, Contractor
2397 property, and such possession or control continues in effect for a period of sixty (60) calendar days;
2398 or

2399 26.1.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the
2400 administrative charges or other monies due County and such default is not cured within thirty (30)
2401 calendar days of receipt of written notice by County to do so; or

2402 26.1.5 Contractor has defaulted by allowing any final judgment for the payment of money
2403 owed to County to stand against it unsatisfied and such default is not cured within thirty (30)
2404 calendar days of receipt of written notice by County to do so; or

2405 26.1.6 In the event that monies due County under Section 26.1.3 above or an unsatisfied
2406 final judgment under Section 26.1.4 above is the subject of a judicial proceeding, Contractor will
2407 not be in default if the sum of money is bonded. All bonds must be in the form acceptable to the
2408 County Attorney; or

2409 26.1.7 Contractor has defaulted, by failing or refusing to perform or observe any of the
2410 terms, conditions or covenants in this Agreement, including, but not limited to, the maintenance of
2411 a performance bond in accordance with Article 23, or any of the rules and regulations promulgated
2412 by County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the
2413 Agreement Administrator relative thereto and such default is not cured within thirty (30) calendar
2414 days of receipt of written notice by County to do so, or if by reason of the nature of such default,
2415 the same cannot be remedied within thirty (30) calendar days following receipt by Contractor of
2416 written demand from County to do so, Contractor fails to commence the remedy of such default
2417 within such thirty (30) calendar days following such written notice or having so commenced fails
2418 thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof
2419 to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it
2420 is proceeding with diligence to cure such default, and such default will be cured within a reasonable
2421 period of time). However, notwithstanding anything contained herein to the contrary, for the failure
2422 of Contractor to provide Collection Services for a period of three (3) consecutive Work Days, County
2423 may secure Contractor's records on the fourth (4th) Work Day in order to provide interim Collection
2424 services until such time as the matter is resolved and Contractor is again able to perform pursuant
2425 to this Agreement; provided, however, if Contractor is unable for any reason or cause to resume
2426 performance at the end of thirty (30) calendar days all liability of County under this Agreement to
2427 Contractor will cease and this Agreement may be terminated by County.

2428 26.2 Violations. Notwithstanding the foregoing and as supplemental and additional means of termination
2429 of this Agreement under this Article, in the event that Contractor's record of performance shows that
2430 Contractor has defaulted in the performance of any of the covenants and conditions required herein to be
2431 kept and performed by Contractor three (3) or more times in any twenty-four (24) month period, and
2432 regardless of whether the Contractor has corrected each individual condition of default, Contractor will be
2433 deemed a "habitual violator", will be deemed to have waived the right to any further notice or grace period
2434 to correct, and all such defaults will be considered cumulative and collectively will constitute a condition of
2435 irredeemable default. County will thereupon issue Contractor a final warning citing the circumstances
2436 therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the
2437 last of such cumulative defaults, will be grounds for immediate termination of the Agreement. In the event
2438 of any such subsequent default, County may terminate this Agreement upon giving of written final notice to
2439 Contractor, such cancellation to be effective upon the date specified in County's written notice to Contractor,
2440 and all contractual fees due hereunder plus any and all charges and interest will be payable to such date,
2441 and Contractor will have no further rights hereunder. Immediately upon the specified date in such final
2442 notice Contractor must cease any further performance under this Agreement.

2443 26.3 Termination Date. In the event of any the events specified above, and except as otherwise provided
2444 in such subsections, termination will be effective upon the date specified in County's written notice to
2445 Contractor and upon such date this Agreement will be deemed immediately terminated and upon such
2446 termination, except for payment of services rendered up to and including the date of termination, all liability
2447 of County under this Agreement to Contractor will cease, and County will have the right to call the
2448 performance bond and will be free to negotiate with other contractors for the operation of interim and long-
2449 term Collection Services. Contractor must reimburse County for all direct and indirect costs of providing
2450 any interim Collection Services resulting from Contractor's default in this Agreement.

2451 26.4 Termination Cumulative. County's right to terminate this Agreement is cumulative to any other
2452 rights and remedies provided by law or by this Agreement.

2453 26.5 Alternative Service. Should Contractor, for any reason, except the occurrence or existence of any
2454 of the events or conditions set forth in Section 22.4 (Uncontrollable Circumstances), refuse or be unable,
2455 for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which
2456 it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in County
2457 to such an extent, in such a manner, or for such a time that the County Administrator, in the reasonable
2458 exercise of the County Administrator's discretion, should find that such accumulation endangers or
2459 menaces the public health, safety or welfare, then County will have the right to Agreement with another
2460 Solid Waste enterprise to Collect any or all Solid Waste which Contractor is obligated to Collect pursuant
2461 to this Contract. County must provide twenty-four (24) hours prior written notice to Contractor during the
2462 period of such event, before contracting with another Solid Waste enterprise to Collect any or all Solid
2463 Waste that Contractor would otherwise collect pursuant to this Agreement for the duration of period during
2464 which Contractor is unable to provide such services. In such event, Contractor must undertake
2465 commercially reasonable efforts to identify sources from which such substitute Solid Waste services are
2466 immediately available and must reimburse County for all expenses for such substitute services during
2467 period in which Contractor is unable to provide Collection services required by this Agreement.

2468 26.6 Survival of Certain Contractor Obligations. Notwithstanding the termination of this Agreement by
2469 Contractor or County, Contractor's obligation to indemnify, defend and hold County and County
2470 Indemnitees harmless as provided in this Agreement shall survive termination for five (5) years from the
2471 date of termination. Notwithstanding the termination of this Agreement by Contractor or County, such act
2472 shall not automatically invalidate or cancel any insurance policy, letter of credit, performance bond or similar
2473 instruments provided by Contractor under this Agreement and such policies, letters of credit, performance
2474 bonds and other instruments shall remain in full force and effect for one full year after termination.

2475 26.7 Arbitration. Except as otherwise provided in this Agreement, any controversy, dispute, or claim
2476 arising out of, or related in any way to this Agreement, including without limitation, any claims for damages
2477 or compensation or any claims under or pursuant to a performance bond or letter of credit, shall be subject
2478 to binding arbitration before a neutral arbitrator in accordance with Title 9 or Part 3 of the California Code
2479 of Civil Procedure (commencing with Section 1280). Judgment upon any award or determination rendered
2480 by said arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall determine
2481 whether one or both parties shall pay the arbitrator's fees and costs associated with any discovery.

2482 Article 27. Modifications to the Agreement

2483 27.1 County-Directed Change. County has the power to make changes in this Agreement to impose
2484 new rules and regulations on Contractor under this Agreement relative to the scope and methods of
2485 providing Collection Services as may from time-to-time be necessary and desirable for the public welfare.
2486 By way of illustration, the size of Collection Containers specified herein for "Bundled Service" are designed
2487 to meet the requirements of the State's recycling mandates as set forth under Applicable Law and to be
2488 appropriate for the capabilities and capacities of available Materials Recovery Facilities and Organics
2489 Waste Processing Facilities at the start of this Agreement, but capabilities and capacities of such facilities
2490 may change during the term of this Agreement; and as such, County reserves the right to redirect materials
2491 to alternate facilities and change the designated sizes of Containers for Bundled Service in accordance
2492 with any such changes. County will give the Contractor notice of any proposed change and an opportunity
2493 to be heard concerning those matters and agrees to adjust Maximum Service Rates to reflect additional
2494 costs borne by Contractor. The scope and method of providing Collection Services, as referenced herein,
2495 will be liberally construed to include procedures, operations and obligations, financial or otherwise, of
2496 Contractor. When such modifications are made to this Agreement, County and Contractor will negotiate in
2497 good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the
2498 services or other obligations required of Contractor due to any modification in the Agreement under this
2499 Article. County and Contractor will not unreasonably withhold agreement to such compensation adjustment.
2500 Should agreement between County and Contractor on compensation adjustment not be reached within six
2501 (6) months of the change request, or other period as agreed upon by both parties, County and Contractor
2502 agree to submit the compensation adjustment to binding arbitration as described in Section 26.7.

2503 27.2 Change in Law. County and Contractor understand and agree that the California Legislature has
2504 the authority to make comprehensive Changes in Law, including by not limited to Solid Waste Collection
2505 legislation, and that these and other changes in Applicable Law in the future which mandate certain actions
2506 or programs for counties, municipalities or Contractor may require changes or modifications in some of the

2507 terms, conditions, or obligations under this Agreement. Contractor agrees that the terms and provisions of
2508 County Code, as it now exists or as it may be amended in the future (in a manner not inconsistent with this
2509 Agreement), will apply to all provisions of this Agreement and the Service Recipients of Contractor located
2510 within the Service Area. In the event any future change in Federal law or regulations, State or local law or
2511 regulation, or the County Code materially alters the obligations of Contractor, then the affected Maximum
2512 Service Rates, as established in Exhibit 1 of this Agreement, will be adjusted in accordance with this Sec-
2513 tion. Nothing contained in this Agreement will require any party to perform any act or function contrary to
2514 law. County and Contractor agree to enter into good faith negotiations regarding modifications to this
2515 Agreement which may be required to implement changes in the interest of the public welfare or due to
2516 Change in Law. When such modifications are made to this Agreement, County and Contractor will negotiate
2517 in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the
2518 services or other obligations required of Contractor due to any Change in Law or modification in the
2519 Agreement under this Article. County and Contractor will not unreasonably withhold agreement to such
2520 compensation adjustment. Should agreement between County and Contractor on compensation
2521 adjustment not be reached within six (6) months of the change request, or other period as agreed upon by
2522 both parties, County and Contractor agree to submit the compensation adjustment to binding arbitration as
2523 described in Section 26.7.

2524 Article 28. Interpretation

2525 28.1 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be,
2526 represented by counsel in the preparation of and contributed equally to the terms and conditions of this
2527 Agreement and, accordingly, the rule that a contract will be interpreted strictly against the party preparing
2528 the same will not apply due to the joint contributions of both parties. For the purpose of this Agreement,
2529 wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the
2530 singular number shall include the plural, and the plural number shall include the singular, wherever the
2531 context so requires.

2532 Article 29. Conflict of Interest

2533 29.1 Financial Interest. Contractor is unaware of any County employee or official that has a financial
2534 interest in Contractor's business. During the Term and/or as a result of being awarded this Agreement,
2535 Contractor shall not offer, encourage or accept any financial interest in Contractor's business by any County
2536 employee or official, nor shall Contractor provide any payment, gift or item of value to any County official,
2537 employee or agent, either directly or through intermediaries, who is involved in the negotiation, execution
2538 or administration of this Agreement except (a) as part of commercial transactions identical to those involving
2539 other members of the public generally or (b) lawful campaign contributions.

2540 Article 30. Contractor's Personnel

2541 30.1 Displaced Employees. Contractor shall offer employment to all qualified displaced employees of
2542 the County's prior service provider from the prior Solid Waste collection agreements for the Service Area.
2543 Contractors must retain these displaced employees for a period of not less than ninety (90) days, as

2544 provided for in Chapter 4.6, Sections 1070 through 1076 of the California Labor Code. Contractor shall
2545 make information about wage rates, benefits, and job classifications of employees available to the County
2546 prior to any subsequent procurement for Solid Waste collection.

2547 30.2 Personnel Requirements. Contractor shall assign only qualified personnel to perform all services
2548 required under this Agreement and shall be responsible for ensuring its employees comply with this
2549 Agreement and all Applicable Laws related to their employment and position. Contractor's employees,
2550 officers, agents, and subcontractors shall not identify themselves or in any way represent themselves as
2551 being employees or officials of County. County may request the transfer of any employee of Contractor who
2552 materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the
2553 performance of their duties under this Agreement.

2554 30.3 Agreement Manager. Contractor shall designate a qualified employee to serve as its Agreement
2555 Manager and must provide the name of that person in writing to County within thirty (30) days prior to the
2556 Commencement Date of this Agreement and annually by January 1st of each subsequent Calendar Year
2557 of this Agreement and any other time the person in that position changes. The Agreement Manager must
2558 be available to the County through the use of telecommunications equipment at all times that Contractor is
2559 providing Collection Services in the Service Area. The Agreement Manager must provide County with an
2560 emergency phone number where the Agreement Manager can be reached outside of normal business
2561 hours.

2562 30.4 Service Supervisor. Contractor shall assign a qualified employee to serve as is Service Supervisor
2563 to be in charge of the Collection Service within the Service Area and must provide the name of that person
2564 in writing to the Agreement Administrator on or before the Commencement Date, and thereafter annually
2565 before January 1st of each subsequent Calendar Year of the Term, and any other time Contractor changes
2566 the employee serving in that position changes. The Service Supervisor must be physically located in the
2567 Service Area and available to the Agreement Administrator via telecommunication equipment whenever
2568 Contractor is providing Collection Services. If the Service Supervisor is unavailable due to illness or
2569 vacation, Contractor must designate a substitute acceptable to the County who shall be available and have
2570 the authority to act in the same capacity as the Service Supervisor.

2571 30.5 Key Operations Staff. Contractor shall identify a Key Operations Staff consisting at a minimum of:
2572 one (1) Operations Manager; one (1) Route Supervisor; one (1) Lead Mechanical Supervisor; and one (1)
2573 Service Recipient Service Supervisor dedicated to the County and available to the County as needed. Each
2574 Key Operations Staff will provide the following to County Staff: email address, phone number, cell phone
2575 number and office address.

2576 30.6 Sustainability/Compliance Staff. In accordance with Article 17, Contractor shall provide full-time
2577 Sustainability/Compliance Staff.

2578 30.7 Field Personnel. Contractor's field operations personnel are required to wear a clean uniform shirt
2579 bearing Contractor's name. Contractor's employees, who normally come into direct contact with the public,
2580 including drivers, must bear some means of individual photographic identification such as a name tag or

2581 identification card. Each driver of a Collection vehicle must always carry a valid California driver's license
2582 and all other required licenses for the type of vehicle being operated.

2583 30.8 Labor Certifications. Contractor certifies: (i) it is aware of the provisions of Section 3700 of the
2584 California Labor Code requiring every employer to be insured against liability for Workers' Compensation
2585 or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the performance of the
2586 Services, Contractor shall not, in any manner, employ any person or contract with any person so that any
2587 part of this Agreement is so performed by such person would be subject to the workers' compensation laws
2588 of the State of California unless and until Contractor gives County a certificate of consent to self-insure or
2589 a certificate of Workers' Compensation Insurance Coverage; and (iii) in the event Contractor hires any
2590 subcontractor who has employees to perform the any part thereof, then Contractor shall either require the
2591 subcontractor to obtain Workers' Compensation Insurance Coverage, or must obtain Workers'
2592 Compensation Insurance Coverage for the subcontractor's employees. Before commencing performance
2593 under this Agreement, Contractor shall provide to the County evidence of any Workers' Compensation
2594 Insurance Coverage required by or for this Agreement, and all such coverage shall be endorsed with a
2595 waiver of subrogation in favor of County for all work performed by Contractor, its employees, its agents,
2596 and its subcontractors.

2597 30.9 Employment & Labor Practices. Contractor shall indemnify and hold harmless County and its
2598 elected officials, officers, employees, servants, designated volunteers, and agents serving as independent
2599 contractors in the role of County officials, from any and all liability, damages, claims, costs, and expenses
2600 of any nature to the extent arising from Contractor's personnel and labor practices. All duties of Contractor
2601 under this paragraph shall survive termination of this Agreement.

2602 30.10 Subcontractors. Contractor shall not subcontract any portion of this Agreement without the prior
2603 written approval of the County Administrator. Contractor is fully responsible to County for the performance
2604 of any and all subcontractors, if any, and shall insure any and all subcontractors perform services in
2605 accordance with all terms and conditions of this Agreement. Contractor shall require any subcontractors
2606 to maintain all applicable federal, state, and local licenses required for the work they are assigned to
2607 perform. Contractor shall require any subcontractors performing work in the County to enter into a written
2608 contract that requires such subcontractors to agree they are independent contractors and have no other
2609 agency relationship with County.

2610 30.11 Conduct of Personnel. Contractor shall require its employees and agents (including
2611 Subcontractors) to be courteous, to work as quietly as possible, to leave containers where originally found,
2612 to wear appropriate clothing and other personal protective equipment (PPE) as necessary, to use only
2613 regular pedestrian walkways or driveways while on private property, and to avoid trespassing, loitering, or
2614 meddling with property or events that do not concern them. Contractor shall clean up any spilled material
2615 created during collection of any container.

2616

Article 31. Exempt Waste

2617 31.1 Contractor is not required to Collect or dispose any Exempt Waste but may offer such services. All
2618 such Collection and disposal of Exempt Waste is not regulated under this Agreement, but, if provided by
2619 Contractor, must be in strict compliance with all Applicable Laws.

2620

Article 32. Independent Contractor

2621 32.1 In the performance of services pursuant to this Agreement, Contractor is an independent contractor
2622 and not an officer, agent, servant, or employee of County. Contractor will have exclusive control of the
2623 details of the services and work performed and over all persons performing such services and work.
2624 Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors,
2625 and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, or
2626 subcontractors will obtain any right to retirement benefits, Workers Compensation benefits, or any other
2627 benefits which accrued to County employees and Contractor expressly waives any claim to such benefits.

2628 32.2 Subcontractors. Contractor will require all subcontractors performing work in the County to enter
2629 into a contract containing the provisions set forth in the preceding subsection in which contract the
2630 subcontractor agrees that Contractor and subcontractor are independent contractors and have no other
2631 agency relationship with County.

2632

Article 33. Laws to Govern

2633 33.1 The law of the State of California governs the rights, obligations, duties and liabilities of County and
2634 Contractor under this Agreement and govern the interpretation of this Agreement.

2635

Article 34. Consent to Jurisdiction

2636 34.1 Notwithstanding the binding arbitration clause, the parties agree that any litigation between County
2637 and Contractor concerning or arising out of this Agreement must be filed and maintained exclusively in the
2638 Superior Court of Ventura County, State of California, or in the United States District Court for the Central
2639 District of California. Each party consents to service of process in any manner authorized by California law.
2640 This provision should not be interpreted as a waiver or exception to the arbitration clause set forth herein.

2641

Article 35. Assignment

2642 35.1 No Contractor interest in this Agreement may be assigned, sold, or transferred (collectively referred
2643 to hereinafter as Transfer), either in whole or in part, without the prior written consent of the County in
2644 accordance with this Section. Contractor shall promptly notify Director in writing in advance of any proposed
2645 Transfer, which must be approved by the Board prior to taking effect. In the event the Board approves of
2646 any Transfer, said approval shall not relieve Contractor of any of its obligations or duties under this
2647 Agreement unless this Agreement is duly amended in writing. For purposes of this Section, "Transfer" shall
2648 also include, but not be limited to:

2649 35.1.1 A sale, exchange, or other transfer a third party of at least 25 percent of
2650 Contractor's assets dedicated to service under this Agreement;

2651 35.1.2 A sale, exchange, or other transfer to a third party, including other shareholders,
2652 of outstanding common stock of Contractor, which may result in a change of control of Contractor.

2653 35.1.3 Any dissolution, reorganization, consolidation, merger, recapitalization, stock
2654 issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other
2655 transaction to which Contractor or any of its shareholders is a party, which results in a change of
2656 ownership or control of Contractor.

2657 35.1.4 Any assignment by operation of law including insolvency or bankruptcy,
2658 assignment for the benefit of creditors, writ of attachment for an execution being levied against this
2659 Agreement, appointment of a receiver taking possession of Contractor's property, or transfer
2660 occurring in a probate proceeding.

2661 35.1.5 Any combination of the foregoing, whether or not in related or contemporaneous
2662 transactions, which has the effect of any such transfer or change of ownership or change of control
2663 of Contractor.

2664 35.2 Contractor must comply with the following requirements prior to the County's consideration and
2665 approval of a Transfer request:

2666 35.2.1 Contractor must not be in material breach of this Agreement.

2667 35.2.2 Contractor must pay the County its reasonable expenses for attorney's fees and
2668 staff costs to investigate the suitability of any entity to which Contractor proposes to Transfer its
2669 interests (hereinafter, collectively Transferee), and to review and finalize any documentation
2670 required as a condition for approving any such Transfer.

2671 35.2.3 Contractor shall furnish the County with audited financial statements of the
2672 proposed Transferee's operations for the immediately preceding three (3) operating years.

2673 35.2.4 Contractor shall furnish the County with satisfactory proof that:

2674 35.2.4.1 The proposed Transferee has at least ten (10) years of Solid Waste
2675 management experience on a scale equal to, or exceeding, the scale of operations conducted
2676 by Contractor under this Agreement;

2677 35.2.4.2 The proposed Transferee has conducted its operations in an
2678 environmentally safe and conscientious manner;

2679 35.2.4.3 The proposed Transferee has not had a license or permit authorizing
2680 Transferee's Solid Waste collection operations forfeited or revoked by any local, state or federal
2681 entity within the past five (5) years;

2682 35.2.4.4 The proposed Transferee or any of its officers, directors or employees
2683 have not pled or been found guilty (or pled no contest), or had an adverse civil judgment
2684 entered against them, regarding the following types of criminal offenses or civil claims related
2685 to, or arising from, a Solid Waste collection operation within the past five (5) years: bribery,
2686 forgery, price fixing, proposal rigging, fraud, obstruction of justice, extortion, racketeering or
2687 illegal disposal of Solid Waste, Hazardous Waste or Recyclables; and

2688 35.2.4.5 The proposed Transferee can otherwise perform its duties and obligations
2689 under this Agreement in a timely, safe, and effective manner.

2690 35.3 The use of a subcontractor to perform services under this Contract will not constitute delegation of
2691 Contractor's duties if Contractor has received prior written authorization from the Agreement Administrator
2692 to subcontract such services and the Agreement Administrator has approved a subcontractor who will
2693 perform such services. Contractor will be responsible for directing the work of Contractor's subcontractors
2694 and any compensation due or payable to Contractor's subcontractor will be the sole responsibility of
2695 Contractor. The Agreement Administrator will have the right to require the removal of any approved
2696 subcontractor for reasonable cause.

2697 Article 36. Compliance with Laws

2698 36.1 In the performance of this Agreement, Contractor must comply with all Applicable Laws, including,
2699 without limitation, the County Code.

2700 36.2 County will make reasonable efforts to provide written notice to Contractor of any planned
2701 amendment of the Ventura County Code that may substantially affect the performance of Contractor's
2702 services pursuant to this Agreement. Such notice will be provided thirty (30) calendar days prior to the
2703 Board of Supervisors' approval of such an amendment when feasible. Failure to provide the advanced
2704 notice referenced herein does not excuse or delay Contractor's required compliance with the Ventura
2705 County Code.

2706 Article 37. Permits and Licenses

2707 37.1 Contractor shall obtain, at its own expense, all permits, and licenses required by law or ordinance
2708 and maintain same in full force and effect throughout the term of this Agreement. Contractor must provide
2709 proof of such permits, licenses or approvals and must demonstrate compliance with the terms and
2710 conditions of such permits, licenses, and approvals upon the request of the Agreement Administrator.

2711 37.2 The Contractor must have a valid County Business Tax Certificate throughout the Term.

2712 Article 38. Ownership of Written Materials

2713 38.1 Contractor hereby grants County a non-exclusive license as to all reports, documents, brochures,
2714 public education materials, and other similar written, printed, electronic or photographic materials
2715 developed by Contractor at the request of County or as required under this Agreement, and intended for

2716 public use, without limitation or restrictions on the use of such materials by County. Contractor may not use
2717 such materials that specifically reference County for other purposes without the prior written consent of the
2718 Agreement Administrator. This Article 38 does not apply to ideas or concepts described in such materials
2719 and does not apply to the format of such materials.

2720 Article 39. Waiver

2721 39.1 Waiver by County or Contractor of any breach for violation of any term covenant or condition of this
2722 Agreement will not be deemed to be a waiver of any other term, covenant or condition or any subsequent
2723 breach or violation of the same or of any other term, covenant, or condition. The subsequent acceptance
2724 by County of any fee, tax, or any other monies which may become due from Contractor to County will not
2725 be deemed to be a waiver by County of any breach for violation of any term, covenant, or condition of this
2726 Agreement.

2727 Article 40. Prohibition Against Gifts

2728 40.1 Contractor represents that Contractor is familiar with County's prohibition against the acceptance
2729 of any gift by a County officer or designated employee. Contractor may not offer any County officer or
2730 designated employee any gifts prohibited by the County.

2731 Article 41. Point of Contact

2732 41.1 The day-to-day dealings between Contractor and County will be between Contractor and the
2733 Agreement Administrator.

2734 Article 42. Notices

2735 42.1 Except as provided in this Agreement, whenever either party desires to give notice to the other, it
2736 must be given by written notice addressed to the party for whom it is intended, at the place last specified
2737 and to the place for giving of notice in compliance with the provisions of this Section. For the present, the
2738 parties designate the following as the respective persons and places for giving of notice:

2739 **As to the County:**

2740 County of Ventura

2741 Public Works Agency Water & Sanitation, IWMD

2742 800 S. Victoria Ave.

2743 Ventura, CA 93009-1650

2744 **As to the Contractor:**

2745 Joseph Brajevich, Executive Vice President

2746

14048 Valley Blvd

2747

City of Industry, CA 91746

2748 42.2 Notices will be effective when received at the address as specified above. Receipt will be presumed
2749 three days after the notice is deposited in the United States post, with correct postage and address.
2750 Changes in the respective address to which such notice is to be directed may be made by written notice.

2751 42.3 Notice by County to Contractor of a Collection or other Service Recipient problem or complaint may
2752 be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor
2753 through the Customer Service System by the end of the Workday.

2754

Article 43. Transition to Next Contractor

2755 43.1 In the event Contractor is not awarded an extension or new contract to continue to provide
2756 Collection Services following the expiration or early termination of this Agreement, Contractor will cooperate
2757 fully with County and any subsequent contractors to assure a smooth transition of services described in
2758 this Agreement. Such cooperation will include, but not be limited to, transfer of computer data, files and
2759 tapes; providing routing information, route maps, vehicle fleet information, and list of Service Recipients;
2760 providing a complete inventory of all Collection Containers; providing adequate labor and equipment to
2761 complete performance of all Collection Services required under this Agreement; taking reasonable actions
2762 necessary to transfer ownership of Containers, as appropriate, to County; including transporting such
2763 containers to a location designated by the Agreement Administrator; coordinating Collection of Materials
2764 set out in new containers if new containers are provided for a subsequent Agreements and providing other
2765 reports and data required by this Agreement.

2766

Article 44. Contractor's Records

2767 44.1 Contractor shall keep and preserve, during the Term of this Agreement, full, complete, and accurate
2768 financial and accounting records, pertaining to cash, billing, and disposal transactions for the Service Area,
2769 prepared on an accrual basis in accordance with generally accepted accounting principles. These records
2770 and reports are necessary for the County to properly administer and monitor the Agreement and to assist
2771 the County in meeting the requirements of the Act. The Contractor shall keep and preserve, during the
2772 Term, and for a period of not less than four (4) years following expiration or other termination hereof or for
2773 any longer period required by law, full, complete, and accurate records as indicated in the Agreement.

2774 44.2 Any records or documents required to be maintained pursuant to this Agreement must be made
2775 available for inspection or audit, at any time during regular business hours, upon written request by the
2776 Agreement Administrator, the County Counsel, County Auditor, County Administrator, or a designated
2777 representative of any of these officers. Copies of such documents will be provided to County electronically,
2778 available to County for inspection at the local Contractor office, or an alternate site if mutually agreed upon.

2779 44.3 Contractor acknowledges that County is legally obligated to comply with the California Public
2780 Records Act ("CPRA"). County acknowledges that Contractor may consider certain records, reports, or

2781 information contained therein, ("Records") which Contractor is required to provide to County under this
2782 Agreement, to be of a proprietary or confidential nature. In such instances, Contractor will inform County in
2783 writing of which records are considered propriety or confidential and shall identify the statutory exceptions
2784 to disclosure provided under the CPRA that legally permit non-disclosure of the Records. Should County
2785 receive a request for records under the CPRA or Federal Freedom of Information Act ("FOIA") or a
2786 subpoena or other court order requesting disclosure of the Records, County will notify Contractor of the
2787 request, subpoena, or order and of County's obligation and intent to provide a response within ten (10)
2788 calendar days. Contractor shall within five (5) calendar days either: (i) consent in writing to the disclosure
2789 of the Records; or (ii) seek and obtain, at Contractor's sole cost and expense, the order of a court of
2790 competent jurisdiction staying or enjoining the disclosure of the Records. If Contractor fails to timely
2791 respond, then County may proceed to disclose the Records in which event Contractor agrees waives and
2792 releases County of any liability for the disclosure of the Records. In the event Contractor seeks a court
2793 order to stay or enjoining the disclosure of the Records, Contractor agrees to indemnify and hold harmless
2794 the County, its Council, elected and appointed board or commission members, officers, employees,
2795 volunteers and agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty,
2796 forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description,
2797 whether judicial, quasi-judicial or administrative in nature, arising or resulting from or in any way connected
2798 with the subject CPRA or FOIA request for the Records. This Indemnity shall survive the expiration or
2799 termination of this Agreement.

2800 44.4 Where County has reason to believe that such records or documents may be lost or discarded in
2801 the event of the dissolution, disbandment or termination of Contractor's business, County may, by written
2802 request or demand of any of the above-named officers, require custody of the records be given to County
2803 and the records and documents be maintained by Agreement Administrator. Access to such records and
2804 documents will be granted to any party authorized by Contractor, Contractor's representatives, or
2805 Contractor's successor-in-interest.

2806 Article 45. Entire Agreement

2807 45.1 This Agreement and the attached Exhibits constitute the entire Agreement and understanding
2808 between the parties, and the Agreement will not be considered modified, altered, changed, or amended in
2809 any respect unless in writing and signed by the parties.

2810 Article 46. Severability

2811 46.1 If any provision of this Agreement, or the application of it to any person or situation, is to any extent
2812 held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to
2813 persons or situations other than those as to which it is held invalid or unenforceable, will not be affected,
2814 will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

2815

Article 47. Right to Require Performance

2816

2817

2818

2819

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

2820

Article 48. All Prior Agreements Superseded

2821

2822

2823

2824

2825

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

2826

Article 49. Headings

2827

2828

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

2829

Article 50. Exhibits

2830

2831

2832

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

2833

Article 51. No Third-Party Beneficiaries

2834

2835

2836

This Agreement shall not be interpreted as providing any third-party rights.

2837

Article 52. Effective Date

2838

2839

This Agreement will become effective when it is fully executed by County and Contractor and Contractor will begin Collection Services under this Agreement as of January 1, 2024.

2840

2841 IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the respective date(s)
2842 below each signature.

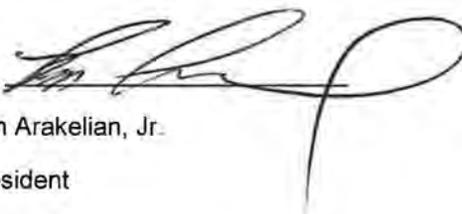
2843 COUNTY OF _____

ARAKELIAN ENTERPRISES INC.

2844

2845 By: _____

By:



Ron Arakelian, Jr.

2846

2847

President

2848

2849 Title: _____

2850

2851

2852 ATTEST: _____

By:

Michael Arakelian

2853

2854

Secretary

2855

County Clerk

2856

APPROVED AS TO FORM

2857

County Counsel

2858

2859 By: _____

2860

2861
2862
2863
2864

Exhibit 1

County Approved Maximum Service Rates (Gross Rates)

Gross Rates:						
SFD Bundled Service Rates (Includes variable Refuse Cart or Bin sizes and 96-gallon Recyclable Materials Cart and 96-gallon Organic Waste Cart all collected once weekly).						
32-gallon Refuse Cart:		\$ 24.94				
64-gallon Refuse Cart:		\$ 26.94				
96-gallon Refuse Cart:		\$ 28.94				
1.5-cubic yard Refuse Bin:		\$ 128.23				
3-cubic yard Refuse Bin:		\$ 171.44				
SFD Bundled Additional Service Rates.						
Each Additional Refuse Cart:		\$ 12.40				
First Additional Recyclable Materials Cart:		No Cost				
Second and Each Additional Recyclable Materials Cart:		\$ 8.68				
Each Additional Organic Waste Cart:		\$ 12.40				
MFD Bundled Service Rates (Includes variable Refuse Cart or Bin sizes and 96-gallon Recyclable Materials Cart and 96-gallon Organic Waste Cart all collected once weekly).						
96-gallon Refuse Cart (serviced once weekly):		\$ 28.94				
96-gallon Recyclable Materials Cart* (serviced once weekly):		\$ 8.68				
32-gallon Organic Waste* Cart (serviced once weekly):		\$ 8.40				
64-gallon Organic Waste* Cart (serviced once weekly):		\$ 10.40				
96-gallon Organic Waste* Cart (serviced once weekly):		\$ 12.40				
1.5-Cubic Yard Bin - Type:	1	2	3	4	5	6
Refuse	\$ 198.18	\$ 353.58	\$ 528.42	\$ 701.50	\$ 875.91	\$ 1,050.30
Recyclable Materials*	\$ 88.81	\$ 159.86	\$ 239.78	\$ 318.90	\$ 398.63	\$ 478.36
Organic Waste*	\$ 126.86	\$ 228.36	\$ 342.53	\$ 455.57	\$ 569.46	\$ 683.35
3-Cubic Yard Bin - Type:	1	2	3	4	5	6
Refuse	\$ 229.89	\$ 410.67	\$ 614.05	\$ 815.40	\$ 1,018.27	\$ 1,221.14
Recyclable Materials*	\$ 111.01	\$ 199.82	\$ 299.72	\$ 398.63	\$ 498.29	\$ 597.94
Organic Waste*	\$ 158.58	\$ 285.44	\$ 428.17	\$ 569.46	\$ 711.83	\$ 854.19
* These Service Rates for MFD Recyclable Materials and Organic Waste are for service above and beyond the Recyclable Materials and Organic Waste service included in in the Bundled Service Rate based on Refuse subscription level.						

Gross Rates		
SPECIAL SERVICES/ADDITIONAL COLLECTION SERVICES (APPLICABLE TO ALL SERVICE AREAS)	Cart	Bin
Administrative Charges		
Start-Up or Restart Fee	\$ 37.50	\$ 37.50
Return Trip (missed pick-up due to customer - on scheduled service day)	\$ 27.50	\$ 27.50
Return Check/Declined Payment Fee	\$ 37.50	\$ 37.50
Delinquent Fee (per month, accrues after delinquent 30 days, \$5.00 minimum)	5.00%	5.00%
Resume Service Charge (due to nonpayment of account)	\$ 37.50	\$ 37.50
Service Charge for more than one change in service/year	\$ 37.50	\$ 37.50
IRV-Phone Payment Fee	\$ 7.50	\$ 7.50
Miscellaneous Discounts		
Senior Discount (62+ years-annual renewal with Contractor)	20.00%	20.00%
Extra Collection Charges		
Extra Refuse Pick-up on collection day	\$ 28.75	\$ 57.50
Extra Recyclable Materials Pick-up on collection day	\$ 28.75	\$ 57.50
Extra Organic Waste Pick-up on collection day	\$ 28.75	\$ 57.50
Additional Bulky Item Pick-up	\$ 17.50	\$ 25.00
Tires (depends on size and type - minimum fee)	\$ 50.00	\$ 50.00
Appliances containing freon	\$ 75.00	\$ 75.00
Excessive Weight (compacted) Handling Charge (up to)	\$ 29.50	\$ 59.00
Hard to Service Charges		
Drive In Charge (up to 100 feet) for all containers (up to)	\$ 20.00	\$ 20.00
Drive In Charge (over 100 feet) for all containers (up to)	\$ 25.00	\$ 25.00
Walk-in Charge/ Backyard per container (up to 100 feet) (up to)	\$ 25.00	\$ 25.00
Walk-in Charge/ Backyard per container (over 100 feet) (up to)	\$ 30.00	\$ 30.00
Locking bin installation charge	\$ 35.00	\$ 95.00
Locking bin monthly service charge (per lock)	\$ 21.50	\$ 21.50
Drive-in Charge-necessary to use scout truck - per pick up (up to)	\$ 37.50	\$ 37.50
Inaccessible - Substantial distance off main road (special handling)	\$ 80.00	\$ 125.00
Container Maintenance Charges		
Container exchange (in excess of 1 per year)	\$ 37.50	\$ 80.00
Container cleaning (in excess of 1 per year)	\$ 37.50	\$ 80.00
Container replacement (due to customer damage)	\$ 119.00	\$ 1,400.00
Damage Charge	\$ 119.00	\$ 500.00
Additional Charges		
Access fee (unlocking gates, access via security office or Intercom, etc.)	\$ 25.00	\$ 25.00
Bin enclosure clean-up	\$ 59.00	\$ 59.00
Container over-filled	\$ 29.50	\$ 59.00
Container over-weight	\$ 29.50	\$ 59.00

Container redelivery (for container removed for non-payment)	\$ 37.50	\$ 80.00
Container relocation	\$ 37.50	\$ 80.00
Driver stand-by or delay time (each 15 minutes)	\$ 47.50	\$ 47.50
Contamination fees (3+ per year)	\$ 55.00	\$ 185.00

2865

2866
2867

Exhibit 2 Service Area Map



2868

2869

2870

Exhibit 3

Collection Container Specifications

E4.01 Cart Specifications.

E4.01.1 All new or replacement Carts must be manufactured with a minimum twenty percent (20%) post-consumer recycled material content and come with a ten (10) year warranty against defects.

E4.01.2 Carts must be constructed with material that resists deterioration from ultraviolet radiation and be incapable of penetration by household pets or small wildlife when lids are fully closed.

E4.01.3 Contractor must provide Carts having an approximate volume of 32, 64 and 96 gallons. Actual cart volume may vary by +/- 10% depending on manufacturer.

E4.01.4 Carts must include wheels and handles that accommodate ease of movement by able-bodied persons, have heavy duty wheels, attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds.

E4.01.5 Carts must include lids that continuously overlap the Cart body so as to prevent the intrusion of rainwater and minimize odors. The lids would be of a design and weight so as to prevent the Cart body from tilting backward when flipping the lid open.

E4.01.6 Carts must be capable of being lifted into the Collection Vehicle without damage or distortion under normal usage.

E4.01.7 Carts be hot-stamped, embossed, or labeled/decals with the company name, a unique identification number (i.e., serial number for carts), weight limit, and images of the type of materials to be Collected. All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the term to maintain a near new appearance. Decals/labels showing types of materials collected in each Cart must be replaced annually.

E4.01.8 Cart and/or lids must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = recycle, black/charcoal = refuse, green/brown = yard waste/mixed organics, green w/yellow lid or yellow = food waste or other color standards as determined by CalRecycle prior to the start of this Agreement) under Applicable Law.

E4.02 Bin Specifications.

E4.02.1 Bins must be constructed of heavy metal or heavy plastic and must be watertight, well painted, in good condition and without rust or dents.

E4.02.2 Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the container, must be maintained in good repair.

E4.02.3 Contractor must provide Bins having an approximate volume of 1, 2, 3, and 4-cubic yards.

E4.02.4 Bins must have the name and phone number of Contractor on the exterior so as to be visible when the Bin is placed for use.

E4.02.5 Each Bin must be labeled with a listing of materials that may and may not be placed in a particular Bin type, and each Bin must include a conspicuous warning: "Not to be used for the disposal of hazardous, electronic, or Universal Waste." Bins must be labelled in English and Spanish.

E4.02.6 Bin lids must be constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odors. Locking bins will be provided upon request at the rate set forth in Exhibit 1.

E4.02.7 Bins must be capable of being lifted into the Collection Vehicle without damage under normal usage.

E4.02.8 Bins must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = recycle, black/charcoal = refuse, green/brown = yard waste/mixed organics, green w/yellow lid or yellow = food waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

E4.03 Roll-off Container Specifications.

Roll-off specifications shall be the same as Bin specifications E4.02.1 through E4.02.6, and E4.02.8. Roll-offs shall be provided in sizes 10, 20, 30, 40 cubic yards. Compactors shall be available in sizes 10, 20,35, 40 cubic yards.

E4.04 Kitchen Food Waste Pails

Upon request by the Service Recipient, Contractor is responsible for the distribution of fully assembled and functional Kitchen Food Waste Pails to SFD and MFD Service Units in the Service Area, including to new Service Units that are added to Contractor's Service Area during the term of this Agreement. The distribution to new Service Units must be completed within three (3) Work Days of receipt of notification from the Service Unit.

E4.05 Containers End of Life

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

E4.06 Containers Purchase

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

2872

Exhibit 4

2873

Transition Plan

2874

1.1 Pre-Outreach and Education: 6 Months before Start

2875

2876

2877

Pre-Outreach and Education Phase Tasks and Timelines

Task	Description	Timeline	Owner
Launch First Education and Outreach	Design community-specific marketing collateral and submit for County approval.	6 months before start	Marketing and Communications
Website	Develop a community-specific website	Launched 6 months prior to the start of service	Marketing and Communications
Town Hall Events	Engage the community during in-person or virtual events to review services and timelines	6 months before start	Outreach and Education
Subscription Order Form	Mail first Subscription Order Form / Visit all MFD to access service needs	90 days before start	Outreach and Education
Container Delivery Plan	Communicate container delivery plan to County staff and community	90 days before start	Operations and Government Affairs
Establish a Community Partnership	Contractor will partner with the Chamber of Commerce, Community Groups, and Educational Institutions to engage the community	90 days before start	Government Affairs and County staff

2878

2879

Launch Education and Outreach Campaign

2880

Contractor will begin pre-outreach and education six (6) months before service starts.

2881

2882

Contractor will utilize and Contractor is currently active on these platforms:

2883

2884

- Facebook
- Instagram
- YouTube
- LinkedIn
- Website

2885

2886

2887

2888

2889

2890

Contractor's marketing team will also develop customized community hardcopy collateral to help onboard successfully.

2891

2892

2893

Website

2894

2895

Contractor's website will be expanded to serve as the central hub of service implementation information and recycling resources. As service implementation begins and pre-outreach launches, customers will be able to review service offerings, chat with customer service representatives, and request service via self-service options.

2896

2897

2898

2899

2900

2901

2902 **Community Events: Town Hall Meetings**

2903
2904 Contractor will engage the community to raise awareness of the upcoming service implementation. Ninety
2905 (90) days before service starts, Contractor will deploy recycling coordinators (RCs) and host town hall
2906 meetings live and/or virtually to help spread the word.

2907
2908 **Contractor will host a series of events within 90 days of the start of service.**

2909
2910 Throughout the contract's life, Contractor will host one community event per quarter, or as the County
2911 deems necessary.

2912
2913 Before starting service and concurrent with pre-outreach and education, Contractor will work with the
2914 departing service provider to secure current customer lists and bin counts.

2915
2916 Contractor will leverage Contractor's relationships to obtain the most accurate customer lists possible so
2917 that customers do not experience service disruptions.

2918
2919 To ensure every customer's information is collected, Contractor Recycling Coordinators will be deployed
2920 to conduct waste assessments of all MFD accounts.

2921
2922 **Community Partnerships**

2923
2924 Contractor will engage the community to ensure customers are aware of the service transition and
2925 important dates.

2926
2927 Contractor will collaborate with the incumbent service provider to obtain billing information, service levels,
2928 and customer location information.

2929
2930 Contractor will arrange a meeting between the County, the incumbent service provider, the Contractor
2931 key stakeholders to acquire the said information.

2932
2933 **Subscription Order Form**

2934
2935 Contractor will mail customers a "Subscription Order Form" with a postage-paid return postcard. In
2936 addition, Contractor can also facilitate a "Digital Campaign" to obtain preferred levels of services. Both
2937 campaigns will include new service offerings, container options (size and quantity), and rate structure.

2938
2939 The form will be mailed out ninety (90) days before the start of service. Contractor will obtain County
2940 approval for any collateral mailed before distribution. The form will provide residential customers an
2941 opportunity to select the size and quantity of trash, recycling, and green waste carts.

2942
2943 If no selection is made, or the customer is unresponsive, Contractor will provide customers the default
2944 standard bundle selection, but will always provide customers an opportunity to increase or decrease sizes
2945 and quantities based on their needs.

2946
2947 For MFD customers, Contractor will distribute a form via mail and follow up with a waste assessment.
2948 Recycling coordinators will conduct the assessments within 60 days of the service start date—more
2949 information on waste assessments is available in the next phase of the Service Implementation Model.

2950
2951 The subscription form will request the following information from MFD customers during a site visit:

- 2952 • Customer Name and Contact Information
2953 • Service Address
2954 • Location Type (residential, commercial, multifamily dwelling)
2955 • Containers on-site, quantities, and Size of Containers
2956 • Frequency of Service
2957 • Currently Recycling and Recycling Recommendation

2958 • Food Rescue Opportunity

2959

2960 **1.2 Site Assessments Phase: 90 Days before Start**

2961

2962 Contractor will dedicate recycling coordinators and route auditors ninety (90) days before the start of
2963 service for site assessments. Contractor will assemble a team of forty-five (45) recycling coordinators
2964 ("RCs") and five (5) route auditors ("Ras") to visit customers. Before starting services, they will visit each
2965 site to conduct a waste assessment, conduct community events, and conduct audits before initiating
2966 Contractor's container delivery plan.

2967

2968 Below are the tasks associated with the Site Assessment Phase of the Service Implementation Model.

2969

2970 **Site Assessment Phase Tasks and Timelines – 90 days**

2971

Task	Description	Timeline	Owner
Site Assessments – Phase I "Boots on the Ground"	Visit sites to conduct an initial waste assessment	90 days before the start	Recycling Coordinators
Community Events: Town Hall Meetings	Conduct meetings at local events, fairs, and host recycling training. If necessary, continue offering virtual events	90 days until the start of service	Recycling Coordinators
Route Audits	Conduct route audits to ensure assumptions are correct and, if necessary, make adjustments	45 days before the start	Route Auditor, Operations Manager, Supervisor, and Logistics Representative
Initiate Container Delivery and Removal Plan.	Start to deliver residential and MFD containers	30 days before the start of service	Operations and 3 rd party
Conduct County Staff Cross-Training	Contractor will train County staff on Contractor GPS and other applicable systems	30 days before the start	Outreach and Education Team

2972

2973 **MFD Site Assessments First Attempt**

2974

2975 The second task associated with successful service implementation is site assessment or "boots on the
2976 ground." Contractor RCs and route supervisors to help educate customers on the new service offerings.
2977 While onsite, the RCs will survey sites to:

2978

- 2979 • Verify account information
- 2980 • Educate customers on self-offerings
- 2981 • Assess waste streams
- 2982 • Take inventory of container quantities and sizes
- 2983 • Review recycling resources
- 2984 • Identify food rescue opportunities

2985

2986 Recycling Coordinators will also make recommendations on reducing waste, recycling best practices, and
2987 repurposing and donating food to limit waste, when appropriate. Contractor is committed to assessing
2988 400 customers per month. Each customer will be divided into County subsections to manage the
2989 transition best. Assessments will begin 90 days before the start date.

2990

2991 While RCs educate customers on service levels, they will also support the operations team in delivering
2992 containers to residential and MFD properties. Site assessments and container delivery schedules will
2993 initiate 60 days before starting the contract and will continue for two weeks after the new services' official
2994 launch.

2995

2996
 2997
 2998
 2999
 3000
 3001
 3002
 3003
 3004
 3005
 3006
 3007
 3008
 3009
 3010
 3011
 3012
 3013
 3014
 3015

Container Delivery Plan

To prepare for the delivery of new containers and remove old containers, Contractor will conduct a parcel audit immediately upon award to account for all residential customers. During the parcel audit, Contractor will work with the incumbent hauler to secure a customer database and determine how many multi-family units use carts or bins. The parcel audit will include a desktop audit to compare previous hauler and/or County data against the County parcel listing.

Upon awarding the agreement, Contractor will work to procure the rental of a temporary yard within the County to stage containers to facilitate the delivery of new containers and remove old containers, ultimately to minimize or to eliminate disruption to customers.

The data will serve as an identifier for discrepancies between databases. If differences are identified, Contractor will dispatch a route auditor to confirm data visually. Upon audit completion, Contractor will compile an accurate mailing list to conduct outreach to residents.

Container Counts and Delivery Plan Table:

Line of Business	Manufacturer	Delivery Start Date	Color
Residential	Rehrig Pacific	60 days before the start	Trash – Black Lid Recycling – Blue Lid Green/Organics – Green Lid
MFD	Consolidated Fabricators	30 days before the start	Trash Bins – Grey Recycling Bins – Blue Green/Organics Bins - Green

3016
 3017
 3018
 3019
 3020
 3021
 3022
 3023
 3024
 3025
 3026
 3027
 3028
 3029
 3030
 3031
 3032
 3033
 3034
 3035
 3036
 3037
 3038
 3039

Contractor will review the container delivery plan with the County 90 days before services start. The County will be able to make recommendations to fit the needs of the community.

Residential Container Delivery

Contractor will deliver and remove residential carts and MFD bins. Cart delivery will commence during the site assessment phase and continue past service start. Contractor will prepare a container delivery and removal schedule for approval by the County.

The residential container delivery schedule will be mailed to customers. Additionally, the schedule will be shared on various media, including social media, websites, and print ads, to ensure all customers have visibility to the timeline.

Residential customers will have their carts delivered the day before their service day to allow them to put out old carts for service. The old containers will be serviced and removed on the following service day.

Multifamily Container Delivery

Contractor will order all necessary containers (size 32-96 gal., 1.5 & 3 cubic yards) for MFD (refuse, recycling, and organics) customers and County facilities. Contractor will dedicate five auditors to visit customers 90 to 120 days in advance of service initiation. The auditors will work to confirm the current bin size and quantity and any special circumstances.

3040 Concurrently, Contractor will also conduct a parcel audit to ensure locations are identified in the provided
 3041 data. Contractor will work with the incumbent hauler to deliver a new bin and remove the old container
 3042 simultaneously to avoid service disruption.

3043
 3044 Contractor proposes to deliver an Contractor grey bin, remove the incumbent hauler's bin, and then drop
 3045 off the incumbent hauler's bin at the Contractor staging facility. The incumbent hauler will retrieve their
 3046 containers at a central point. The plan will minimize disruption to the customers while reducing
 3047 operational expenses to the incumbent.

3048
 3049 Contractor would begin exchanging containers two weeks before service commencement if the
 3050 incumbent hauler can agree on service schedules. As containers are delivered, the incumbent's
 3051 containers will be removed to ensure a smooth transition between service providers.

3052
 3053 **Route Audits**

3054
 3055 Contractor' operations and logistics teams will collaborate on route audits. The audits' goal is to ensure
 3056 the operational assumptions as correct and make adjustments if necessary.

3057
 3058 Contractor will run mock routes to ensure routes operate efficiently and effectively before services start.
 3059 Contractor will also offer bundled packages to promote reductions in in-service day frequencies. In other
 3060 words, Contractor will strive to reduce the number of trucks in the field without impacting service.

3061
 3062 Contractor uses its fleet management technology to track and monitor the driver's effectiveness in
 3063 running routes. Contractor will periodically adjust routes to reduce logistical redundancies.

3064
 3065 Contractor will cross-train County staff on Contractor' terminology, processes, and applications.

3066
 3067 **1.3 Service Starts**

3068
 3069 Once service has been established for residential and MFD customers, they will have completed a waste
 3070 assessment or have had an opportunity to participate in one. If not, Contractor will maintain Contractor's
 3071 "Boots on the Ground" approach to ensure customers have a chance to adjust service levels, container
 3072 sizes, or quantities. Contractor will deploy one supervisor per collection vehicle during the first week of
 3073 service to ensure services are being rendered to all customers. If any adjustments are needed for
 3074 services, the route supervisors will contact a recycling coordinator to engage with the customer on the
 3075 day of service. If the customer requests service changes, Contractor will facilitate the change within 24
 3076 hours.

3077
 3078 Contractor will also begin the daily check-ins with assigned Public Works and County staff. The goal is to
 3079 communicate and accommodate special requests generated directly from the County. Contractor will
 3080 maintain an open line of communication with County staff during this transition time and throughout the
 3081 life of this Agreement.

3082
 3083 **Service Start Tasks and Timelines**

Task	Description	Timeline	Owner
Site Assessments– Phase II "Boots on the Ground"	Continue site assessments and quality checks	Two weeks before and after the start of service	45 Recycling Coordinators
Education and Outreach Programs	Launch second phase of Education and Outreach Programs	2 Week before Start Date	Subject Matter Experts
Adjust Service Levels	Customers will have additional opportunities to adjust container size and quantities	Ongoing	Dedicated Customer Service Representative, 5 Route Auditors, and Recycling Coordinators

Route Audits	Conduct route audits to ensure assumptions are correct and, if necessary, make adjustments	2 weeks after the start of service	5 Route Audits, Operations Manager, Supervisor, and Logistics Representative
Quality Checks	Utilizing Mobile-Pak, operations will ensure excellence in service	Start of service and continuous	5 Route Audits, Operations Manager, Supervisor, and Logistics Representative
Displaced Employees	Contractor will extend employment opportunities to displaced employees	30 days before the start of service	Human Resources

3085
3086
3087
3088
3089
3090
3091
3092
3093
3094
3095
3096
3097
3098
3099
3100
3101
3102
3103
3104
3105
3106
3107
3108
3109
3110
3111
3112
3113
3114
3115
3116
3117
3118
3119
3120
3121
3122
3123
3124
3125
3126
3127
3128
3129

Site Assessments – Second Attempt

To ensure that every customer has an opportunity to select the optimal service level, Contractor will continue to visit sites two weeks before and two weeks after the services start. Contractor will make reasonable efforts to visit customers three times to conduct waste assessments.

Outreach and Education

Beginning two weeks before the start of service, Contractor will launch its second phase of its comprehensive Outreach and Education program. This program is geared towards education customers of the importance of recycling and reducing waste, which a special emphasis on organics waste recycling.

Adjust Service Levels

Customers will have the opportunity to contact Contractor to adjust the sizes and quantities of containers utilized. Contractor will have a dedicated customer service team over the phone and at the Ventura County Sustainability Center to support container adjustments and service inquiries. Additionally, Contractor will continue to have Route Auditors and Recycling Coordinators in the field to engage with Contractor's new customers in recycling best practices through the service implementation period.

Route Audits

On the day services start, Contractor will have a dedicated team of five route auditors reviewing operational data to ensure Contractor route as efficiently as possible. Contractor will strive to reduce redundancies to minimize Contractor's environmental impact and eliminate unnecessary routes. The auditors will review routes, work orders, tonnage reports, and driver initiated service exceptions. For two weeks after the start of service, RAs will follow collection vehicles to verify effectiveness and efficiency. Contractor will continue these efforts well past the service start date. Route audits will be conducted periodically to promote operational effectiveness and foster safety in the community, all striving to minimize service day frequencies.

Quality Checks

Contractor will use the collection vehicles equipped with the latest in fleet onboard computer technology, called Mobile-Pak, to ensure Contractor provide services to all customers. Mobile-Pak is designed as the primary vessel for communications between operations and customers to ensure service excellence.

The Mobile-Pak Tracking System gives drivers the ability to generate service verifications and report service exceptions. Drivers can document service exceptions with a geocoded image and report it back to the customers via automated processes. Drivers can also communicate with customer service to provide service verification with photos, and report service obstructions, overfilled containers or contamination. The tablet also provides GPS vehicle coordinates, thus providing customers and dispatch Contractor's entire fleet's real-time visibility.

3130 Contractor will also extend its call center hours of operations and personnel in the field will be available to
 3131 answer questions. Contractor will offer a multi-channel service available during extended hours for the
 3132 transition and beyond. More information on the enhanced customer experience is available in the
 3133 Customer Service Plan.

3134
 3135 Contractor is committed to giving current contractor employees a fair and equal opportunity for
 3136 employment with Contractor. If hired, these employees will receive equal or higher wages, along with a
 3137 potential sign-on bonus. Employment will be extended for a period of no less than 90 days as provided in
 3138 Chapter 4.6, Sections 1070 through 1076 of the California Labor Code.

3139
 3140 **1.4 Service Optimization: After Service Start**

3141
 3142 Contractor will continue to engage the community with waste assessments, rightsizing, and contamination
 3143 prevention to ensure services are optimized.

3144
 3145 Post-service start, Contractor will have a dedicated team of recycling coordinators, route auditors, and
 3146 operations supervisors engaging customers and the community on various subjects to avoid service
 3147 disruptions.

3148
 3149 **Service Optimization Phase Tasks and Timelines**

3150

Task	Description	Timeline	Owner
Data Review	Review of operational data, including routes, customer counts, container counts, and tonnage	30-60 days after the start	Operations Management and Logistics
Overfilled Container and Contamination Prevention	Identify incidents of overloaded and contaminated containers to engage a customer	2 weeks after the start date and ongoing	Customer Service and Recycling Coordinators
Service Implementation - Community Report	Prepare a report to present to the County that describes opportunities for improvement	60 days after the start	Service Implementation Team and Government Affairs

3151

3152 **Data Review**

3153

3154 Once the service starts, Contractor will transition to the "Service Optimization Phase." During this phase,
 3155 Contractor will re-engage residents and businesses with data collected from waste assessments
 3156 conducted during the "Pre-Outreach and Education" or "Site Assessments Phases." For customers who
 3157 did not participate in a waste assessment, Contractor will maintain its recycling coordinators in the field to
 3158 continue engaging with customers to ensure they have the optimal number of containers and the right
 3159 size or identify an opportunity to reduce service day frequencies. Secondarily, waste assessment is
 3160 intended to prevent unsightly and overfilled containers and avoid contamination. Contractor's assessment
 3161 efforts will begin ninety (90) days before the service start date and will continue during the contract's life.

3162

3163 **Overfilled and Contaminated Containers**

3164

3165 Contractor utilizes a customized application to report overfilled and contaminated containers. When and if
 3166 containers are overfilled or underserved, a Contractor representative will engage the customers to
 3167 educate or adjust service levels.

3168

3169

3170 **Community Report Presented to County Staff**

3171
3172 An estimated sixty (60) days after the start of service and at the County's discretion, Contractor will
3173 prepare a community report to review with County staff and the community. The Service Implementation
3174 Team will develop the report to communicate key milestones in the Service Implementation Model.

3175
3176 Items detailed in the Community Report include the following:

- 3177
3178 • Final Residential and MFD Customer Counts
3179 • Tonnage Collected by material type
3180 • Number of Containers Delivered: Residential and MFD
3181 • Number of Waste Assessments completed
3182 • Number of Food Rescue/Donation Opportunities
3183 • Community Partnership / Sponsorships
3184 • Opportunities for Route Consolidation
3185 • General Opportunities for Improvement

3186
3187 **1.5 Closed-Loop Process: 90 Days and Ongoing**

3188
3189 Contractor will diligently reach out to customers and educate them on environmentally sustainable
3190 programs. Contractor will customize outreach and education programs as described in the Outreach and
3191 Education section of the proposal. In addition to the outlined plan, Contractor's marketing and
3192 communication team will support increasing recycling best practices and environmental sustainability
3193 programs.

3194
3195 **Closed-Loop Process Tasks and Timelines**

Task	Description	Timeline	Owner
Launch Recycling Program	In collaboration with County staff, Contractor will launch its comprehensive Recycling Program	90 days after the start date and continuous	Sustainability Director
Identify Food Rescue / Donation Opportunities	Engage with local businesses and schools to facilitate a food rescue program and local community needs.	90 days after the start date	Recycling Coordinators
Launch Third Community Outreach and Education Campaigns	Utilize digital marketing and various communication channels to engage customers in recycling and organics best practices.	90 days after the start date	Marketing and Communication
Bi-Weekly Communications with County Staff	Transition from weekly to bi-weekly meetings with County Staff, or as the County deems necessary	Continue through the life of the agreement	Key Personnel and County Staff
Service Surveys	Provide an opportunity for stakeholder input regarding new or additional solid waste services	60 days after service starts	Marketing Team

3197
3198 **Launch Second Recycling Programs**

3199
3200 Ninety (90) days after service starts, Contractor will launch its recycling education program. Working in
3201 conjunction with County staff, community leaders, and educational institutions, Contractor will launch a
3202 comprehensive recycling program geared toward increasing recycling, promoting the reuse of goods, and
3203 reducing unrecyclable material consumption.

3204

3205

Contractor has an extensive record of achievement implementing such programs in other communities. For a full list of resources and initiatives associated with the Recycling Program, see Diversion Plan.

3206

3207

3208

3209

Identify Food Rescue / Donation Opportunities

3210

3211

When and if, Contractor works with local businesses, Contractor will utilize data from operational reports and feedback from site assessments, to identify food waste generators that may qualify for a food rescue/donation program.

3212

3213

3214

3215

Community Outreach Campaigns

3216

3217

Contractor will also launch the second community outreach campaign to educate customers on recycling, landfill avoidance, and food rescue and opportunity programs. The campaign will consist of outreach on:

3218

3219

3220

- Instagram

3221

- Facebook

3222

- YouTube

3223

- Website

3224

- LinkedIn

3225

- Local Publications

3226

- Chamber of Commerce Ad

3227

- Constant Contact Email Blasts

3228

3229

Service Recipient Surveys

3230

3231

As part of Contractor's Outreach and Education strategy, Contractor will give service recipients an opportunity to provide feedback on new services, programs, and make suggestions of future programs.

3232

These surveys are conducted periodically to gain insight into the services Contractor provide. Utilizing Contractor's customer databases, Contractor can solicit feedback using Survey Monkey via email. The feedback is collected, analyzed, and shared with all key stakeholders.

3233

3234

3235

3236

3237

Each of these campaigns effectively provides education to specific customer targets. Most are digital-based.

3238

3239

3240

3241

Exhibit 5
Administrative Charges and Penalties

Item	Amount if Not Cured in 30 Days	If Cured in 30 Days
a. Failure to respond to each complaint within three (3) Work Days of receipt of complaint.	\$100 per day per Service Recipient.	
b. Failure to maintain call center hours as required by this Agreement.	\$100 per day.	-0-
c. Failure to submit to County all reports by the deadlines required under the provisions of this Agreement.	\$100 per day.	-0-
d. Failure to include all parts of quarterly and annual reports specified in Sections 19.2 and 19.3 in the submitted report	\$100 per day.	-0-
e. Failure to submit to County all undisputed payments by the deadlines required under the provisions of this Agreement.	1% of the total amount due if fees are 1 – 10 days late; and 10% of the total amount due if fees are more than 10 days late.	
f. Failure for Collection Container to be compliant with specifications of Exhibit 3.	\$50.00/each Collection Container not compliant.	-0-
g. Failure for Collection Container to be compliant with labeling requirements under Applicable Law (see SB 1383).	\$50.00/each Collection Container not compliant.	-0-
h. Failure to display Contractor's name and customer service phone number on Collection Vehicles.	\$100 per incident per day.	-0-
i. Failure to Collect a missed collection Container by close of the next Work Day upon notice to Contractor, that exceeds twenty (20) in any Calendar Year.	\$1,000 per Calendar year, plus \$10 per day.	-0-
j. Failure to repair or replace damaged Containers within the time required by this Agreement, that exceeds twenty (20) in any Calendar year.	\$1,000 per Calendar year, plus \$10 per day.	
k. Failure to maintain collection hours as required by this Agreement.	\$100 per day.	-0-
l. Failure to have Contractor personnel in Contractor-provided uniforms.	\$25 per day per employee.	-0-

	Item	Amount if Not Cured in 30 Days	If Cured in 30 Days
m	Failure of Contractor to follow Recyclable Materials and Organic Waste Contamination and Overage procedures as set forth under Section 5.5 and 5.6.2.	\$100/day for failure to implement correction plan.	Submit for approval to County and implement plan of correction to County within 30 days.
n	Vehicle fluid leak incidents from Contractor Collection Vehicles in excess of three (3) during a calendar year.		\$5000 per incident in excess of three (3)
o	Failure of Contractor to provide proof of performance bond as required by this Agreement	Agreement Default	\$500 per day
p	Failure of Contractor to provide proof of insurance as required by this Agreement	Agreement Default	\$500 per day
q	Failure to provide County with documentation verifying Diversion, as outlined in Section 8.2, was achieved.	\$10,000/Quarter	Submit for approval to County and implement plan of correction within 30 days.
r	Failure to Collect holiday trees on Collection Days.	\$25 per day	-0-
s	Failure to commence service to a new Service Recipient within seven (7) days after order.	\$150 per day	-0-
t	Failure to initially respond to a Service Recipient complaint within one (1) business day.	\$50.00 per failure to resolve customer complaint or request	-0-

3242
3243

3244

3245

Exhibit 6

Customer Service Plan

3246 **Call Center Staffing**

3247

3248 Contractor customer service representatives work with a call center management application and a state-
3249 of-the-art phone system to ensure calls are answered quickly and effectively. Contractor actively
3250 manages:

3251

3252 • 60 customer service representative

3253 • 20 digital care representatives

3254 • 4 customer service leads

3255 • 4 customer service supervisors

3256 • 3 quality assurance representative

3257 • 1 Customer Service Manager

3258

3259 The Contractor call center leadership team manages these customer service elements to ensure a
3260 speedy answer and prevent abandoned calls. On average, Contractor's Contractor call center answers
3261 customer calls within 30 seconds.

3262

3263 **Service Implementation Staffing**

3264

3265 During the service transition, Contractor will prioritize the County of Ventura calls ahead of all other call
3266 volume. The County will have access to over 80 Contractor team members for support.

3267

3268 At least 60 days prior to the start of the new service, all customer service representatives will have gone
3269 through the County services training. Contractor will develop an internal team of County subject matter
3270 experts that are very familiar with the new agreement to resolve issues as quick as possible, but more
3271 importantly to the customer's satisfaction.

3272

3273 **Phone System**

3274

3275 Contractor recently implemented a new phone system called NICE InContact. The phone system is
3276 configured to optimize staffing to ensure that customers are directed to the right agent every time.
3277 Customers who call for service will first be directed to the local office for the best experience. If the local
3278 representation is unavailable, calls will be re-routed to the Irwindale call center for a quick response.

3279

3280 **NICE InContact provides:**

3281 • An all-in-one customer interaction solution

3282 • Digital capabilities including live chat, direct messaging, and e-mail support

3283 • Omni-channel call routing

3284 • Workforce optimization

3285 • Cloud compatible

3286 • Customer information

3287 • Ability to deploy a designated phone number

3288 Additionally, InContact can transfer overflow calls, if needed, from the Local Customer Service Center to
3289 the Irwindale Call Center to ensure residents and commercial customers are always supported.

3290

3291 **Customer Service Training**

3292

3293 Contractor will institute several training programs, which includes:

3294

- 3295 • **Weekly one-on-one coaching:** customer service representatives meet with supervisors to review
- 3296 performance and align expectations.
- 3297 • **Quality-Monitoring Program:** a supervisor review calls, chats, and emails to identify quality
- 3298 opportunities.
- 3299 • **First Call Resolution Training**– representatives are fully empowered to make decisions that resolve
- 3300 customer inquiries within the first call. These can include handling special customer requests,
- 3301 adjusting billing, and collaborating with other departments to resolve service issues.
- 3302 • **Ongoing Training** – Each agent receives one and a half (1.5) hours of refresher training monthly to
- 3303 ensure representatives are aware of measures they can take to satisfy a customer and prevent
- 3304 repeated calls.
- 3305

3306 Contractor will employ a "closed-loop" process to ensure that each customer's concern is acted on and

3307 followed entirely to resolution. Occasionally, complex solutions may require a 24-48-hour turnaround time.

3308 During that time, the agent will provide progress updates to the customer by phone or email.

3309

3310 **Customer Service Hours of Operation**

3311

3312 Contractor offers customer service between the hours of 7:00 am – 5:00 pm, Monday through Friday, and

3313 from 7:00 am to 12:00 pm on Saturdays, excluding holidays. These extended hours mean that Contractor

3314 will support customers well past regular business hours to ensure all customers are supported when

3315 convenient.

3316

3317 Contractor will be available to respond to inquiries via phone, live chat, e-mail, surveys, and soon, direct

3318 messaging (DM) on social media.

3319

3320 **Customer Service Extended Support: Self-Services**

- 3321 Contractor will support:
- 3322 • Online Bill Pay
 - 3323 • AutoPay Registration
 - 3324 • Billing Inquiries
 - 3325 • Service Requests
 - 3326 • Bulky Item Pickup Request
 - 3327 • Rent-A-Container
 - 3328

3329 Customers can utilize self-service options 365 days a week, 24 hours a day online. They can also ask

3330 questions or chat online during regular business hours with one of Contractor's customer service

3331 representatives.

3332

3333 Through the website, customers can complete any transaction that would normally be processed over the

3334 phone without the inconvenience of making a call.

3335

3336 **Dedicated Website**

3337

3338 The County will have a dedicated website, which will include community-specific information on the

3339 website. The information can be updated as needed. Contractor will collaborate with Recyclist to develop

3340 a "What Goes Where" interactive application on the website. The application will provide customers with

3341 the tools to understand what material goes in which container and what can be recycled and what cannot.

3342

3343 The website will also integrate vehicle GPS tracking capabilities. This convenient technology will give

3344 customers the ability to locate their collection vehicles' status throughout the day. Customers will not have

3345 to call customer service to find out when their waste or recycling will be collected.

3346

3347

3348

3349

3350 **Billing Standard Operating Procedures**

3351

3352 Contractor uses Soft-Pak, state-of-the-art software to process billing in-house, providing flexibility and
3353 security to manage the entire process, from quality checks to mailing locally. Contractor will have
3354 dedicated staff to respond to billing inquiries and resolve disputes.

3355

3356 Customers will receive advanced monthly billing. Residential customers will receive advanced quarterly
3357 invoices, and roll-off customers will receive billing in arrears for services rendered.

3358

3359

3360 If a customer starts or stops service during the billing period, Contractor will prorate their invoice based on
3361 the portion of the billing period the customer received service. Included is an example of an Contractor
3362 invoice.

3363

3364 **Soft-Pak Customer Database**

3365

3366 Soft-Pak is Contractor's complete customer relationship management software, providing the power and
3367 flexibility to succeed in today's competitive waste hauling marketplace.

3368

3369

3370

Soft-Pak maintains the following:

3371

- Customer contact information

3372

- Billing Information, such as service levels and chargeable service request

3373

- Location information, such as access codes or service instructions

3374

- Outreach and Education activity

3375

- Work order – active and historical

3376

- History of services, including service exceptions and incidents of overloaded or contaminated
3377 containers

3378

- Route and Driver information

3379

- Documented notes from customer service and operations

3380

3381

Below is a list of the critical capabilities that Contractor can highlight with the Soft-Pak system:

3382

3383

- On-line dispatching with route management

3384

- Productivity and profitability reporting per route

3385

- Inventory tracking, fleet maintenance, LEED reporting

3386

- Scale and landfill ticketing

3387

- Online payment capabilities

3388

- Material tracking and hazardous waste handling

3389

- Sales management of prospect quotes and customer activity

3390

- Extensive management reporting

3391

3392

Exhibit 7

3393

Collection Service Operations Plan

3394

a. Vehicles

3395

3396

Vehicle Descriptions

3397

3398

Automatic Side Loader: Athens will procure the quietest and greenest residential collection vehicles to provide service. The Mack LR64 G four-axle automated side loader provides best in class forward and side visibility and features the mDRIVE HD transmission that saves weight and fuel.

3400

3401

3402

Front Loader: Mack LR64 G four-axle front load vehicles equipped with a Heil body will collect waste. Front load vehicles will employ a 28-cubic-yard, single-compartment body with a 10.87-ton capacity, and an overall 60,000-pound gross vehicle weight (GVW). The Cummins engine will be powered by the zero-emissions engine and have a turning radius of 73.97' wall-to-wall. These vehicles are capable of servicing single family, multifamily and mixed dwellings bin residences.

3406

3407

3408

Bulky Item Pickups: Freightliner M2-112 CNG Flatbed will be used to collect bulky pickups.. The two axle vehicle has a 33,000 GVWR. Trucks are branded with Athens' color scheme with the red company logo and contact information. With no crushing or compacting mechanism on the vehicle, items such as mattresses and those that contain steel will be diverted away from the landfill.

3409

3410

3411

3412

Scout Vehicles: These will be used to retrieve bins where our front load collections vehicles will not have access due to size or weight constraints. Athens will employ a modified Ford Ranger chassis with rear-mounted forks, a Ford 3.6-liter unleaded gas engine, and a turning radius of 44.6' wall to wall.

3413

3414

3415

A full listing of the vehicle specification, including the number of axles, GVW, body size, and turning radius, is available in the Collection Vehicle Table. Vehicles appearance will be consistent with the Athens fleet branding and will be labeled with Athens information including its customer service phone number.

3416

3417

Vehicle Key Differentiators:

3418

- 100% clean-burning RNG collection vehicles
- Cummins near-zero emissions engines – 90% reduction in nitrogen oxide (NOx) emissions
- 3rd Eye Monitoring System - Safety camera system provides 360° views around the vehicle at all times
- Tailgate seals and locking systems eliminate the potential for fluid leaks
- Vehicles are designed to minimize noise while in the community
- Closed crankcase ventilation (CCV) reduces engine-related methane emissions by 70%
- Heil power-on-demand hydraulic system reduces fuel consumption
- Dossier Systems compatible, the latest in fleet maintenance software
- Mobile-Pak is compatible with engaging with customers, dispatch, and customer service in real-time
- Tableau Reporting Dashboards able to report service exceptions and verification

3423

3424

3425

3426

3427

3428

3429

3430

3431

3432

3433

3434

3435

Reducing Air Emissions and Wear and Tear on County Streets

3436

3437

In helping manage the wear and tear on County streets, Contractor will regularly re-examine routes to ensure that vehicle fuel consumption and miles travelled are optimized.

3438

3439

New collection vehicles are on order to service the County in preparation for a contract award. Vehicles will utilize uniquely numbered, new model year 2024 vehicles(with the exception of a 2023 scout truck) with a useful life expectancy of fifteen (15) years.

3440

3441

3442

3443

3444

3445

3446 Monitoring Technology:

3447

3448 Contractor collection vehicles are equipped with the latest technology in fleet management. Every truck is
3449 installed with 3rd Eye Fleet Management GPS system, Mobile-Pak onboard computers, and Tableau
3450 reporting dashboards. The systems are designed to foster a safe environment while promoting exceptions
3451 service while reducing the potential of overloaded and contaminated containers. Below is a listing of the
3452 safety technology installed on all vehicles by the line of business.

3453

3454 If the County elects, Contractor can give staff access to Contractor' proprietary Tableau Truck Tracker
3455 dashboards. This will give County staff access to real-time visibility to the collection trucks location.

3456

3457 3rd Eye Fleet Monitoring System

3458

3459 Contractor utilizes 3rd Eye to train drivers on accident prevention, collection best practices, and route
3460 efficiency. The system records:

3461

- Safe following distances

3462

- Vehicle speed

3463

- Hard braking and cornering

3464

- And other driver behaviors

3465

3466 Mobile-Pak On-Board Computer

3467

3468 Contractor collection vehicles are also equipped with Mobile-Pak. Mobile-Pak provides real-time
3469 communication between Contractor drivers, customers, dispatch, and customer service.

3470

3471 The Mobile-Pak tracking system consists of an onboard GPS tablet and integrated camera to ensure
3472 every customer is serviced through the following features:

3473

- Real-time route tracking with GPS

3474

- Embedded camera to record service verification and exceptions

3475

- Dispatch work orders in real-time

3476

- Ability to adjust routes while in the field

3477

- Capability to capture geocoded images

3478

- Service optimization opportunities

3479

- Scale info from disposal/transfer facilities

3480

- Integrated with other Contractor vehicle technology – 3rd Eye, Soft-Pak, and Tableau

3481

3482 Tableau Dashboards

3483

3484 Tableau is a business intelligence tool, consisting of a data dashboard, utilized in the strategic analysis of
3485 route data, driver key performance indicators (KPIs) performance, and customer relationship
3486 management. Contractor uses Tableau for multiple purposes, including:

3487

- Measuring performance progress toward business goals

3488

- Performing quantitative analysis

3489

- Reporting and data sharing

3490

- Identifying customer insights

3491

3492 Contractor has created Tableau Dashboards to monitor specific datasets. Examples of existing reports
3493 Contractor will utilize to manage collections routes include:

3494

3495

- Route Completion – Contractor dashboard shows routes and completion percentages throughout the day, allowing the operations team to monitor routes that may have fallen behind or customers who may have been missed.

3496

- Service Verification Dashboard – ensures every single customer is serviced.

3497

- On-Board Computer Exceptions - Shows exceptions reported by drivers. Any skipped stops, blocked stops, contaminations, overfills, unique accesses required, etc.

3498

3499

3500

3501

3502 • Service Exceptions can be monitored by route for the current day in real-time or historical data.

3503 • Customer Management – identify customers with multiple service exceptions in any given period.

3504 Recycling Coordinators utilize Tableau to research and identify patterns in overfilled or contaminated

3505 containers.

3506 • Route Track – Tableau's live route tracker gives customers and the County real-time visibility into

3507 collection vehicles

3508 • Vehicle Telematics – the dashboard records vehicle speed, location, and latitude and longitude.

3509 Information is categorized and analyzed for safety training.

3510 • Service Verification – the dashboard promotes service reliability. It records how many customers

3511 are on a driver's route, how many were completed, and how many experienced service exceptions

3512 (including overfilled, blocked, or contaminated containers).

3513 Vehicle Maintenance

3514

3515 Contractor' maintenance program includes expedited responses to road repairs, accessible support

3516 vehicles, and proactive maintenance management utilizing Dossier Systems Maintenance Software.

3517

3518 Fleet Maintenance Intervals: Contractor's collection vehicles will receive preventative maintenance (PM)

3519 based on a 250-hour or 90-day schedule, whichever is sooner. Small-duty vehicles will be serviced on a

3520 5,000-mile or 45-day schedule, whichever is earlier. Vehicles will be washed weekly, and chassis

3521 pressure washed at least once a month and more often in the rainy season.

3522

3523 If repairs can be completed on the road, a mobile repair vehicle will be dispatched to complete the repairs

3524 and get the vehicle back on the route. If repairs cannot be completed on the road or repairs will take

3525 longer than one hour, a replacement vehicle will be dispatched to the driver.

3526

3527 Fleet Maintenance Software - Dossier Systems

3528

3529 Contractor utilizes Dossier Systems, the latest in fleet maintenance software. Dossier is designed to

3530 provide a comprehensive overview of fleet assets and manage equipment, employees, and resources in

3531 real-time through a robust set of fleet maintenance features.

3532

3533 • Daily Reminder Dashboard is Dossier's automated command center, providing a wealth of

3534 information to facilitate active decision-making, focusing on productivity and profitability. The Contractor

3535 Fleet Dashboards will provide real-time fleet tracking information, including:

3536 o Due or overdue PM services or inspections

3537 o Work pending with issues displayed in priority order

3538 o Backordered parts that need to be reordered

3539 o Repair orders that are open and in progress

3540 o Employee driver licenses, physicals, or other administrative items needing attention

3541 o Equipment with licenses, permits, or any other scheduled admin items needing renewal

3542 o Quotes awaiting customer approval or approved quotes awaiting equipment

3543 o Open parts returned to a vendor and awaiting a credit

3544 o Tire management data displaying tires in need of attention

3545 (including low air pressure or tread issues)

3546

3547 • Predictive Scheduling and Maintenance - Dossier brings predictive maintenance to the forefront

3548 and center on Contractor Fleet Dashboard and maximizes its productivity.

3549

3550 • Dossier's Instant Recall maintenance history helps identify and reduce rework, increase warranty

3551 recapture dollars, identify high-cost units, and support equipment life cycle replacement decisions based

3552 on costs or utilization.

3553

3554 • Inventory Management – efficiently and accurately manages inventory to reduce vehicle

3555 downtime while still reducing on-hand, duplicated, and obsolete parts. Dossier's comprehensive system

3556 handles recording, tracking, costing, cycle counting, and automatic.

3557

3558 • Fuel Usage, Vehicle Tracking, and Performance Analysis – Contractor Fleet Dashboards allow us
3559 to monitor costs, consumption, mpg, and efficiency trends. Based on historical data and benchmarks,
3560 Contractor can identify units and drivers with low fuel efficiency while reducing Contractor's environmental
3561 footprint.

3562
3563 • DOT and OSHA Compliance – Keeps Contractor's fleet in compliance with DOT and OSHA
3564 regulations and eliminates fines by automatically scheduling driver license renewals, CDL certificates and
3565 physicals, tracking mechanic certifications, and more.

3566
3567 • Report – Capability of Dossier software through more than 150 reports management and
3568 executive reports and the ability to create customized reporting on any aspect of the Contractor Fleet.

3569
3570 b. Containers

3571 Contractor will collaborate with Rehrig to procure residential containers and Consolidated Fabricators to
3572 manufacture bins. Rehrig and Consolidated Fabricators are industry container manufacturers in the waste
3573 industry. Contractor has received assurances that containers will be ready for delivery 60 days before
3574 start of service. Contractor will collaborate with a third party to deliver containers most efficiently without
3575 disrupting services to customers.

3576
3577 Residential Containers

3578 Contractor will provide residential containers in accordance with CalRecycle specifications. Residential
3579 trash containers will be colored black, recycling bins will be blue, and organics bins will be green.
3580 Containers will be labeled with Contractor's company name and telephone number on the front face and
3581 labeling to designate the allowed type of waste for that material type. Contractor will collaborate with
3582 Contractor's cart supplier, Rehrig Pacific Company, to deliver new carts to the County built with durability,
3583 convenience, and sustainability in mind.

3584
3585
3586

Bin Size	Height	Width	Length
32-Gallon	38.5"	18.5"	24.1"
64-Gallon	43"	26.8"	26.8"
96-Gallon	45"	33"	29"

3587 For customers with limited space or in a bin enclosure, Contractor will meet and confer with the customer
3588 to select the optimal service level, which may include adjusting cart sizes and or quantities. These
3589 containers have proven to be extremely suitable in multiple applications.

3590
3591 Primary features and benefits include:

3592 Durability: Rehrig Pacific carts are UV-stabilized for color retention and designed for optimal compatibility
3593 and functionality with both semi- and fully automated lifter systems, including engineered stress channels
3594 and a wear strip to permanently protect the bottom of the cart from abrasion.

3595
3596 Maneuverability: The continuous one-piece handle provides a firm gripping area, and the wide wheelbase
3597 makes maneuvering easy for residents.

3598 Sustainability without Sacrificing Quality: Rehrig Pacific pioneered a previously impossible process to
3599 build their carts out of an unprecedented 40% recycled material.

3600
3601 Cart Recovery and Recycling: The High-Density Polyethylene (HDPE) resin that Rehrig Pacific uses in its
3602 carts makes them 100% recyclable. This allows Contractor's cart manufacturer to create a closed-loop
3603 system – and reclaim and recycle products at the end of life for reuse in new products. Rehrig Pacific's
3604 carts are SB 1383 compliant and feature customizable color options, lids, and different colors.

3605
3606
3607
3608

3609 Container Experience: Contractor currently utilizes these containers in several franchises, including
3610 Norwalk, West Covina, and Thousand Oaks. These containers are reported to be both durable and
3611 functional by customers.
3612

3613 Container Capacity: For residential customers, Contractor will use industry-standard carts in sizes of 32,
3614 64, and 96 gallons. These sizes have proven to be sufficient to meet the needs of the vast majority of
3615 Southern California communities Contractor serve. These containers have proven suitable in areas with
3616 limited space.
3617

3618 Container Requirements and Signage: All containers will be labeled with Contractor's company name and
3619 telephone number on the front face and labeling to designate the allowed type of waste for that material
3620 type. Residential customers will receive black carts for trash, blue for recycling, and green for organics.
3621 The carts will be hot-stamped on the lid with Contractor's company name and telephone number. The
3622 acceptable types of waste for each material type will be hot-stamped on the lid and the types of waste not
3623 allowed in the cart.
3624

3625 Container Maintenance Program: Contractor will maintain a supply of carts and bins on hand to ensure
3626 quick responses to customer requests. Contractor will replace containers to ensure the customer's needs
3627 are met immediately and within five days. The damaged containers will then be taken to Contractor's yard
3628 for evaluation and repair.
3629

3630 Drivers and supervisors are active members of Contractor's container management program. They are
3631 the eyes of Contractor's organization, trained to report any container issues for immediate resolution
3632 immediately. Drivers can report issues via their tablets with detailed notes and pictures, ensuring the
3633 container department driver has detailed information about the container's type and location requiring
3634 replacement. This will ensure a quick turnaround time for the resolution of any observation or receipt of a
3635 graffiti citing report within 24 hours. Contractor drivers and supervisors are also equipped with a graffiti
3636 removal kit to proactively remove graffiti. Alternatively, Contractor is also proposing to include a unit
3637 completely dedicated to graffiti removal as a value add.
3638

3639 Contractor will wash and sanitize containers at the customer's request utilizing either Contractor's
3640 innovative container mobile wash unit on-site or at Contractor's container facilities a few miles away. Only
3641 Contractor can wash and sanitize containers in an environmentally friendly manner.
3642

3643 Kitchen Pails
3644

3645 Contractor will deliver organics waste kitchen pails, or offer an alternative solution to facilitate the transfer
3646 of food from the kitchen to the organics containers, to all residential customers. These will be purchased
3647 from Eco-Safe and are perfect for collecting food scraps in a residence. It is small enough to be stored
3648 under the sink, but large enough to hold several meals worth of food scraps.
3649

3650 MFD Containers
3651

3652 Contractor will collaborate with Consolidated Fabricators to manufacture metal bins. Consolidated
3653 Fabricators has manufactured quality waste, recycling, and collection equipment since 1974. Known for
3654 producing durable and innovative products, Consolidated Fabricators' goal is to produce the highest
3655 quality products at more value. Consolidated Fabricators' mission statement is very similar to Contractor',
3656 so they have formed a strong partnership. Consolidated Fabricators is committed to protecting the
3657 environment, and the health and safety of their employees and the communities, while providing the best-
3658 in-class services and support.
3659

3660 Containers will be available for delivery 45 days before start of service. Contractor will provide containers
3661 in accordance with CalRecycle specifications. Trash containers will be painted grey, recycling bins will be
3662 blue, and organics will be green. MFD containers are labeled with Contractor' information and customer
3663 service's phone number. Containers will be labeled with information on acceptable material types.
3664

3665 MFD Container Specifications

- 3666 • Plastic, durable lids
- 3667 • 14 GA construction with flanged corners and horizontal "V" groove ribs front, back, and bottom.
- 3668 • 12 GA interlocking banding
- 3669 • 11 GA 4"x 8" full-length gusseted fork channels - on ends reinforced at pick-up points (2" recess or flush front and rear). 1 1/2, 2 cubic yard with 4 gussets per channel, cubic yard with 6 gussets per channel, 4 cubic yard with 8 gussets per channel.
- 3670 • Channels available on the bottom with four gussets per channel.
- 3671 • Zinc-plated lid rod with 90-degree bend and nylon lock nut.
- 3672 • Lid holders to hold lids open.
- 3673 • Lid ears to accommodate plastic or steel lids.
- 3674 • 6" roller bearing rubber swivel casters with grease fittings (450 lb. capacity each).
- 3675 • 10 GA caster plates with flange for strength.
- 3676 • Interior coated with automotive underseal or rust-inhibitive alkyd primer.
- 3677 • Exterior (including the bottom) paint your choice of standard color with alkyd enamel paint. Some colors may be extra.

3680

3681 MFD Containers Available

3682

3683 MFD customers will have an industry standard of 32, 64, 96 gallons, or 1, 1.5, 2, 3, 4, and 6-yard bins deployed depending on the customer's needs.

3684

3685

3686

Bin Size	Height	Width	Length
32-Gallon	39"	23"	23.5"
64-Gallon	43"	26.8"	26.8"
96-Gallon	45"	33"	29"
1.5 Cubic Yard	28"	24"	72"
3 Cubic Yard	41.5"	34.5"	72"

3687

3688 Suitability of Containers

3689

3690 MFD customers will have a range of bin sizes available. In instances where space is a minimal constraint, Contractor will collaborate with the customer and Consolidated Fabricators to develop a custom solution. Contractor can make custom container sizes in the unique circumstance that standard bins are just not feasible to use.

3691

3692

3693

3694

3695

3696

3697

3698

3699

3700

3701

3702

3703

3704

3705

3706

3707

3708

3709

3710

3711

3712

c. Route Operations

A listing of proposed collection equipment and accessories is provided in the Collection Vehicle Table. Contractor collection vehicles are branded with Contractor' color schemes, kept at the highest cleanliness standards, and include customer service contact information. Additionally, all Contractor vehicles will include a toll-free customer service phone number.

3713
3714 Routes Performed
3715
3716 A listing of the number of vehicles required for the collection programs and the number of routes to be
3717 performed by each service line and the material type collected is available in the appendix labeled
3718 Contractor Operations Plan. The listing also includes the number of containers collected per hour by
3719 service line, material type, and hour. Contractor will provide the collection with one collection vehicle per
3720 material type.
3721
3722 Contractor' state-of-the-art collections fleet will offer the County the safest, most environmentally friendly,
3723 and most efficient vehicles on the market. While Contractor's vehicles are designed to reduce air
3724 emissions, Contractor operations and logistics team will monitor collection data to reduce service
3725 frequency and minimize impact on County roads.
3726
3727 Operations Integrated with Customer Service and Customers
3728
3729 Contractor utilizes state-of-the-art technologies to seamlessly integrate the customer service teams with
3730 route operations, ensuring accurate service for both residents and businesses alike.
3731
3732 All Contractor collection vehicles are installed with the 3rd Eye Fleet Management System and are
3733 equipped with tablets to confirm service has been completed. These two pieces of technology
3734 complement one another to provide the following capabilities:
3735
3736 • Collect timestamp and geolocation of service location
3737 • Equipped with a camera to show proof of service, if needed
3738 • GPS-enabled allowing for tracking of route progress
3739 • Monitor service exceptions as well as contamination/overloaded containers
3740 • Communicate in real-time with the customer service team
3741 • Dispatch work orders in real-time for same-day resolution
3742
3743 The customer service team has access to all the collected information from the truck technology, such as
3744 notations or pictures taken by the driver. If a service exception occurs, the customer service team is
3745 immediately alerted and can help resolve the issue in a timely manner.
3746
3747 All Contractor drivers can radio the dispatch department should they need to deviate from the existing
3748 route. The radio system allows drivers to assist in collection efforts elsewhere in the County, should the
3749 need arise.
3750
3751 Monitoring Overfilled and Contaminated Containers
3752
3753 The Overfilled and Contaminated Container process for residential customers is designed to notify
3754 customers of the service event, while also educating on ways to prevent future events. Prior to collection,
3755 Contractor drivers are trained to monitor containers for contamination. Once a container is identified as
3756 contaminated, the driver will use Contractor' unique Notification Tag to notify a customer, and report the
3757 occurrence to dispatch to report the event in Contractor' database.
3758
3759 The tag notifies customers of the occurrence, and the type of contamination observed in the container.
3760 Additionally, it will direct the customer to additional resources and strategies to eliminate contamination in
3761 the future. Contractor is the first company to leverage a "phygital" experience by incorporating a Quick
3762 Response (QR) Code on the Notification tag.
3763
3764 Contractor will provide notification via phone, email within 48 hours, and a letter with a picture of the
3765 exception within 30 days. The notification will include a picture, time, and date of the exception, while the
3766 phone call will give the customer options to resize containers or options for dealing with contamination.
3767 The ultimate goal is to right-size, educate, and prevent future occurrences.
3768

3769 Utilizing Mobile-Pak drivers will report the event of overloaded or contaminated containers to customers.
 3770 In turn, customer service will reach out to the customer via a phone call to notify the excess. Contractor'
 3771 will proactively attempt to engage the customers to educate and, if necessary, increase service levels.

3772
 3773 Desktop Audits

3774
 3775 Annually, Contractor will conduct route audits to ensure customers are billed 100% accurately. Based on
 3776 route information and parcel data from the County, Contractor will cross check the number of homes
 3777 serviced against the number of active parcels in the county records. Any active units that are getting
 3778 serviced will be reported to the County for billing. Additionally, during route audits, Contractor will verify
 3779 the number of containers on site to ensure service recipients are not over-billed or under-billed for
 3780 service. Contractor will collaborate with the County annually to ensure the accuracy of reports and billing
 3781 files.

3782
 3783 Contractor conducts annual route audits in all service cities. Contractor has a dedicated team of billing
 3784 experts to help reconcile information, and help report to the local teams, and County staff when
 3785 necessary.

3786
 3787 d. Facilities

3788
 3789 Contractor will use multiple facilities to collect and process the materials collected. Contractor's goal will
 3790 be to design the most efficient and effective collection plan to reduce the environmental impact on city
 3791 streets.

3792
 3793 Listed below are the facilities to be used to recover and divert the County's waste, recycling, and organics
 3794 waste. Contractor owns or partners with other public or private entities for the use of all facilities. This
 3795 guarantees the most cost effective and environmentally friendly solutions for the communities Contractor
 3796 serve.

3797
 3798 A full listing of all facilities owned and operated by Contractor is available below under Contractor
 3799 Facilities, Processing, and Disposal Facilities.

3800
 3801 Hauling and Administrative Offices

Facility	Owner	Address	Description
Corporate Office	Contractor Services	14048 East, Valley Blvd, La Puente, CA 91746	Administrative Offices
Santa Paula	Contractor Services	903 Corporation St. Santa Paula, CA 93060	Vehicle housing and maintenance yard for Residential, Commercial, and Roll-Off Fleet, and dispatch
Thousand Oaks	Contractor Services	2550 Conejo Center Drive, Thousand Oaks, 91320	Vehicle housing and maintenance yard for Residential, Commercial, and Roll-Off Fleet, and dispatch
Peoria Yard	Contractor Services	11266 Peoria St. Sun Valley, CA 91352	Container Maintenance and Storage Yard
Crown Recycling Services	Contractor Services	9189 De Garmo Ave. Sun Valley,	Transfer, Mixed-Waste Processing, Organics Waste Processing, and C&D Processing

Sun Valley MRF	Contractor Services	11121 Pendleton Street, Sun Valley, CA 91352	Single Stream Recyclables Recovery
----------------	---------------------	--	------------------------------------

3803
3804
3805
3806

Processing and Composting Facilities

Facility	Owner	Address	Description	Permitted Tons	Operating Hours
Crown Recycling Services	Contractor Services	9189 De Garmo Ave. Sun Valley,	Transfer, Mixed-Waste Processing, Organics Waste Processing, and C&D Processing	1,700 TPD	Monday – Saturday 3:00 AM – 5:00 PM Saturdays 7:00AM – 3:00 PM
Sun Valley MRF	Contractor Services	11121 Pendleton Street, Sun Valley, CA 91352	Single Stream Recyclables Recovery	1,500 TPD	Monday – Sunday 7:00 AM – 8:00 PM
American Organics	Contractor Services	20055 Shay Road, Victorville, CA 92394	Green and Organics Waste Composting	700 TPD	Monday to Friday 7:00 AM to 4:00 PM, Sat 7:00 AM to 3:30 PM
Chiquita Canyon LF	Waste Connection	29201 Henry Mayo Dr, Castaic, CA 91384	Landfill	Accept up to 12,000 tons per day	n/a
Simi Valley LF	WM	2801 Madera Road Simi Valley, CA 93065	Landfill	permitted to accept up to 3,000 tons per day of refuse and 6,250 tons of recyclable materials	n/a
Toland Road LF	Ventura Regional Sanitation District	3500 Toland Rd, Santa Paula, CA 93060	Landfill	daily disposal of up to 1,500 tons of waste	n/a

3807
3808
3809
3810
3811

Marketable Recyclable Materials

Contractor will provide multiple options for taking recovered material to market.

3812 Contractor will utilize in-house expertise coupled with a knowledgeable and diverse set of material
3813 brokers.

3814
3815 e. Safety

3816
3817 Drivers will undergo a comprehensive safety and training program to provide the highest level of service,
3818 including weekly meetings on the following safety and training topics:

- 3819 • Proper operation of equipment
3820 • Proper safety techniques and regulations
3821 • Mock safety scenarios
3822 • Pertinent information affecting working and safety conditions, such as new safety regulations

3823
3824 All drivers will be uniformed, nametag identified and licensed. They will be trained to assess hazardous
3825 situations and report any low-hanging limbs, obstructions, and difficult service conditions that could
3826 potentially prevent normal operations.

3827
3828 At the beginning of employment, each employee will be given a safety orientation by a Supervisor or lead
3829 personnel. The orientation will cover the following items:

- 3830 • Basic Contractor safety programs as mandated by CAL-OSHA (hazard communication, injury and
3831 illness prevention program, etc.)
3832 • Accident prevention
3833 • Overview of Contractor' policies and procedures

3834
3835 Contractor will regularly recognize and reward behavior that exemplifies Contractor's safety and service
3836 standards and provides various incentive programs including:

- 3837 • Quarterly bonuses based upon meeting safety goals
3838 • Annual awarding of safety boots for excellent safety records
3839 • Monthly awards, plaques, and gift certificates for outstanding safety records

3840
3841 New employees will receive weekly training to identify unpermitted waste, safety, and notification
3842 procedures. Drivers will be taught to identify hazardous, flammable, combustible, explosive, medical and
3843 radioactive waste, along with many other types of unpermitted materials.

3844
3845 Drivers will tag and decline collection of any questionable substance(s) found. Tags can be printed in
3846 English, Spanish, Armenian, and any other language required by the County to ensure comprehension.
3847 The driver will leave the unpermitted materials behind and radio the incident to the Customer Service
3848 Department; the incident will be documented in Contractor's computer system. The owner of the
3849 aforementioned substance(s) will be duly notified along with all other appropriate regulatory agencies.

3850
3851 Drug and Alcohol Policy

3852 Contractor is committed to protecting the safety, health, and well-being of its employees and the public
3853 from the adverse effects of drug and alcohol abuse. This commitment extends to vehicle operators who
3854 perform safety-sensitive functions regulated by the Federal Motor Carrier Safety Administration (FMCSA)
3855 rules on drug and alcohol abuse on behalf of Contractor.

3856
3857 Consistent with this commitment, Contractor's policy will be to provide a workplace free of drugs and
3858 alcohol. All drivers will be encouraged and expected to report to their supervisor any information
3859 regarding the use of controlled substances, alcohol, or any other substance that may affect an individual's
3860 safe performance of his or her job responsibilities.

3861 Household Hazardous Waste

3862
3863 Contractor will instruct employees regarding the prohibition against handling or transporting particular
3864 liquid or solid waste materials while servicing the Company's waste disposal routes. Waste materials
3865 include motor oil, paints in liquid form, radiator fluid, discarded car batteries, and other liquid and solid
3866 waste materials.
3867

3868
3869 Employees may never knowingly take any such waste materials or place them in any dumpsite. Drivers
3870 must immediately report containers contaminated with hazardous waste to their superior and record the
3871 contamination as a service exception using the Mobile-Pak tablet. Any deviation or failure to abide by
3872 these rules and company policies could result in dismissal from work.
3873
3874 Compliance with Hazardous Materials Regulations
3875
3876 Contractor will ensure compliance with laws governing e-waste, HHW, and universal waste. Contractor's
3877 operations meet and exceed requirements from the U.S. EPA, the California Department of Toxic
3878 Substances Control (DTSC), and CalRecycle to properly care for and handle HHW and universal wastes
3879 (including e-waste). Contractor' personnel are appropriately trained during weekly safety meetings. Some
3880 additional personnel receive certification and the U.S. Dept. of Transportation Hazardous Materials
3881 training. Third-party contractors specializing in licensed hazardous waste handling remove the HHW and
3882 Universal wastes from Contractor facilities and collection events.
3883
3884 Health and Safety Management Procedures
3885 Contractor will strive to place safety and health above all else and involve workers at every level in
3886 establishing, implementing, and evaluating Contractor's efforts.
3887
3888 A Injury and Illness Prevention Program will be implemented with the intent to reduce the severity of job-
3889 related illnesses and injuries at Contractor. Contractor intends to comply with the requirements of
3890 California laws and Section 3203 of the General Industry Safety Orders.
3891
3892 Reporting injuries, illnesses, and risks is especially important because the program's success depends on
3893 such reporting. The Safety Director will review incentive programs to ensure that they are designed to
3894 reward safe work practices, such as active participation in the program, the identification of hazards in the
3895 workplace, and the reporting of the early signs and symptoms of illnesses, rather than to reward
3896 employees for having fewer injuries or sick days.
3897
3898 f. Reporting
3899
3900 Monitoring and Reporting
3901 Contractor Services utilizes its Soft-Pak customer database to monitor and report AB 341, AB 939, AB
3902 1594, AB 1826, and SB 1383 activity. Utilizing customized tracking, Contractor will monitor outreach and
3903 education activity and incidents of contamination and overfilled containers. The data collected can be
3904 reported to the County Staff quarterly, including the electronic transmission of reports.
3905
3906 Outreach and education activity includes:
3907
3908 • Waste assessments
3909 • Site visits
3910 • Town hall meeting
3911 • Virtual Events
3912 • Training
3913
3914
3915 Using Contractor' fully customized Recycling Coordinator Mobile Application, Contractor can quickly and
3916 accurately report site visits, waste assessments, and service level adjustments in Contractor's Soft-Pak
3917 database.
3918
3919 Contractor operates all facilities proposed to be utilized in this proposal, which means it can track and
3920 report on all tonnage collected, disposed of, and processed material, along with residue disposal.
3921 Electronic reports will be produced by Contractor on a monthly, quarterly, and yearly basis or upon
3922 request.
3923

3924 Service Complaints and Disputes
3925 Contractor also tracks and reports service recipient complaints and dispute resolutions. Each complaint or
3926 service inquiry is documented in Soft-Pak as a permanent note. The notes can be accessed to generate
3927 monthly, quarterly, or yearly reports. The data collected will be utilized to report activity back to the
3928 County.
3929
3930 Contractor will resolve the complaint and inquiries from service recipients within 24 hours. If the complaint
3931 or inquiry is received before 2 pm, it will be resolved the same day. If a request is received after 2 pm, it
3932 will be resolved the following morning.
3933
3934 Reporting Tonnage
3935
3936 To report tonnage collected, processed, recycled, and residue disposed of, Contractor will collect data
3937 from the County's dedicated routes and the materials collected.
3938
3939 When the collected materials arrive at the disposal or processing facility, the collected material will be
3940 weighed and documented on weight tickets that bear the jurisdiction. Weights will be recorded in
3941 Contractor's scale system database.
3942
3943 Using data from the Recycling Coordinator Mobile Application, Soft-Pak database, and the scale system,
3944 Contractor will report to the County monthly, quarterly, and annually as required. Included in the
3945 Attachment section of these proposals are various examples of AB 341, AB 1826, AB 939, and
3946 jurisdiction tonnage reports for consideration.
3947
3948 The compliance manager will manage regulatory and compliance reporting. In collaboration with
3949 Contractor's Outreach and Education team, Customer Services, and Operations, the compliance team will
3950 work closely to monitor and track AB 341, AB 939, AB 1594, AB 1826, and SB 1383 activity, report
3951 outreach, site visits, contamination, and overflow issues.
3952
3953

3954

Exhibit 8

3955

Sustainability and Compliance Plan

3956

3957

The following pages will outline the components of Contractor' Sustainability Plan and how Contractor's company-wide efforts align with the County of Ventura's diversion goals. Contractor's sustainability initiatives include:

3958

3959

3960

3961

- Reducing Greenhouse Gas (GHG) Emissions

3962

- Reducing Air Emissions and Wear and Tear on County Streets

3963

- Meeting the County's Diversion Goals

3964

- Internal Sustainability Efforts

3965

- Local Vendor Preference

3966

- Domestic Solutions for Recyclable Materials

3967

- LEED™ Silver Certified Materials Recovery Facility (MRF)

3968

3969

Reducing Greenhouse Gas (GHG) Emissions

3970

3971

Contractor will ensure that the fuel Contractor use to power Contractor's fleet is the cleanest and most environmentally sustainable transportation fuel commercially available. Today, 100% of Contractor's natural gas collection fleet is powered by carbon negative renewable natural gas (RNG) sourced from dairy farms.

3972

3973

3974

3975

3976

Tracking and Reporting GHG Emissions

3977

3978

Contractor has entered into a partnership with Gladstein Neandross & Associates (GNA) to monitor and assess the GHG emissions of Contractor's fleet. A report will be produced on an annual basis that will showcase Contractor's GHG reduction efforts throughout the year, as well as areas for improvement.

3979

3980

3981

Additionally, Contractor will provide the County access to Contractor's GHG Tableau reporting dashboards that monitor on reduction efforts. Available in the Vehicle section of the Operation Plan, are screen shots and links to the Tableau dashboards.

3982

3983

3984

3985

3986

Reducing Air Emissions and Wear and Tear on County Streets

3987

3988

Contractor's collection fleet will be near-zero emissions vehicles running on RNG.

3989

3990

Meeting the County's Diversion Goals

3991

3992

Contractor is committed to helping the County reach its 75% diversion goal by June 2031. Below, this Exhibit provides an overview of major milestones, the implementation schedule, and Contractor's diversion strategy specific to customer type (i.e. single-family households and multifamily properties) and program type (e.g. material reuse, recyclables, organics, bulky items, HHW, e-waste, universal waste, and textiles).

3993

3994

3995

3996

3997

3998

Tonnage Table

3999

4000

Contractor will identify customers by type (i.e. single-family households and multifamily properties) and estimates processing tonnages for recyclables, organics, and municipal solid waste. The projected diversion rate will be included for each calendar year, beginning at the start of the agreement in 2024.

4001

4002

4003

4004

4005

4006

- 4007 Contamination Reduction Strategy
4008
4009 Contractor believes contamination prevention begins well before containers are set out for service.
4010 Contractor will emphasize education and community outreach along with compliance monitoring to
4011 minimize contamination opportunities.
4012
4013 Special Collection Events
4014
4015 To further support the County's diversion goals, Contractor will host semi-annual special collection events
4016 for residents to drop-off their e-waste, HHW, textiles, and bulky items. Contractor will identify and prioritize
4017 beneficial reuse, specialty recycling, and alternative processing programs to properly dispose of the
4018 collected material.
4019
4020 A dedicated collection site within the County will be communicated to residents via social media and
4021 customer invoices.
4022
4023 Internal Sustainability Efforts
4024
4025 Environmentally Preferable Purchasing Policy (EPPP)
4026
4027 Contractor will adhere to a company-wide EPPP that governs Contractor's procurement protocols which
4028 includes the following:
4029
4030 Source Reduction
- 4031 • Institute practices that reduce waste, encourage reuse, and result in the purchase of fewer products.
 - 4032 • Where possible, purchase remanufactured products such as office supplies, tires, furniture,
4033 equipment, and repair parts.
 - 4034 • Consider the total cost of ownership in comparing product alternatives. This includes evaluation of
4035 costs expected during the life of a product, including, but not limited to, acquisition, extended
4036 warranties, operation, supplies, maintenance/replacement parts and disposal costs in comparison to
4037 the expected life cycle of alternative solutions.
 - 4038 • Purchase products that are durable, reusable or refillable. Avoid purchasing single-use disposable
4039 products.
 - 4040 • Eliminate the purchase of polystyrene (aka Styrofoam) cups, plates and other serving ware. This
4041 restriction extends to include any situation in which a vendor would provide these types of products at
4042 no charge, such as an event.
 - 4043 • Request vendors to either eliminate or minimize unnecessary packaging. Vendors shall be
4044 encouraged to take back packaging for reuse. Specify a preference for packaging that is
4045 returnable/reusable, recyclable, and/or compostable.
 - 4046 • Encourage vendors to take back and reuse pallets and other shipping materials.
 - 4047 • Encourage suppliers of electronic equipment, including, but not limited to, computers, monitors,
4048 printers, and copiers, to take back equipment for reuse or environmentally sound recycling when
4049 Contractor discards or replaces such equipment, whenever possible. Suppliers will be requested to
4050 state their take back, reuse, or recycling programs during the bidding process.
 - 4051 • Print and copy all documents on both sides to reduce the use and purchase of paper. Printers and
4052 copiers shall be set to default to black and white, double-sided, and with no cover page.
 - 4053 • Increase use of shared printers located in common work areas and decrease use of personal desk
4054 printers.
 - 4055 • Promote and encourage the reduction of wasteful printing by inserting verbiage on email footers for
4056 all team members. For example, "Please consider the environment before printing."
 - 4057 • Apply inventory best management practices by reducing excess product purchasing, refurbishing
4058 existing products in order to extend that product's life and increasing reuse and sharing of current
4059 products that are in excess.

- 4060 • Enhance internal process to facilitate the transition from a paper-based to a paperless environment
- 4061 by using online payment and billing processing for clients, vendors, and team members.
- 4062 • Identify opportunities for and encourage the use of reusable kitchen items such as dishes, cutlery,
- 4063 coffee filters, and other applicable items.
- 4064 • Purchase reusable drinking containers for team members.

4065

4066 Recycled-Content Products

- 4067 • Purchase products for which the U.S. Environmental Protection Agency (EPA) has established
- 4068 minimum recycled content standard guidelines, such as those for printing paper, office paper,
- 4069 janitorial paper, construction, landscaping, parks and recreation, transportation, vehicles,
- 4070 miscellaneous, and non-paper office products, that contain the highest post-consumer content
- 4071 available, but no less than the minimum recycled content standards established by the EPA
- 4072 Comprehensive Procurement Guidelines.
- 4073 • In accordance with California Public Contract Code, Sec. 10409, purchase re-refined lubricating and
- 4074 industrial oil for use in its vehicles and other equipment, as long as the American Petroleum Institute
- 4075 (API) certifies it as appropriate for use in such equipment. This section does not preclude the
- 4076 purchase of virgin-oil products for exclusive use in vehicles whose warranties expressly prohibit the
- 4077 use of products containing recycled oil.
- 4078 • Specify and purchase recycled content traffic control products, including, but not limited to, signage,
- 4079 cones, parking stops, delineators, and barricades.
- 4080 • Paper-based marketing collateral intended for distribution that is either purchased or produced is
- 4081 made with recycled content that meets or exceeds local contract requirements.

4082

4083 Energy Efficient and Water Saving Products

- 4084 • Purchase energy-efficient equipment with the most up-to-date energy efficiency functions. This
- 4085 includes, but is not limited to, high-efficiency space heating systems and high-efficiency space cooling
- 4086 equipment, where feasible.
- 4087 • For existing infrastructure, identify and assess opportunities to replace inefficient interior lighting with
- 4088 energy-efficient equipment. Retrofit existing infrastructure as applicable.
- 4089 • Replace inefficient exterior lighting, street lighting, and traffic signal lights with energy-efficient
- 4090 equipment. Minimize exterior lighting where possible to avoid unnecessary lighting of architectural
- 4091 and landscape features while providing adequate illumination for safety and accessibility.
- 4092 • Purchase EPA ENERGY STAR® certified products when available. When ENERGY STAR® labels
- 4093 are not available, choose energy-efficient products that are in the upper 25% of energy efficiency as
- 4094 designated by the Federal Energy Management Program (FEMP).
- 4095 • Purchase water-saving products including, but not limited to, high-performance fixtures like toilets,
- 4096 low-flow faucets and aerators, and upgraded irrigation systems. Assess current infrastructure and
- 4097 create a roadmap for enhancing water-saving opportunities.
- 4098 • Compliance with California's State Water Resources Control Board (SWRCB) stormwater Industrial
- 4099 General Permit (IGP). Contractor's newest facilities are equipped with the latest technology in
- 4100 reducing stormwater runoff or contamination. Wash waters are contained, recycled, and disposed of
- 4101 properly – no runoff. All of Contractor's facilities monitor stormwater runoff with Stormwater Pollution
- 4102 Prevention Plans (SWPPP). Contractor minimize Contractor's impact on the environment through
- 4103 Best Management Practices (BMPs) and training.

4104

4105 Toxics and Pollution Prevention Products and Practices

- 4106 • Manage pest problems through prevention and physical, mechanical, and biological controls when
- 4107 Contractor and its contractors maintain buildings and landscapes. Where feasible, services may
- 4108 either adopt and implement an Organic Pest Management (OPM) policy and practices or adopt and
- 4109 implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest

- 4110 control as a last resort. Preference will be given to contractors that practice either of the
 4111 aforementioned policies.
- 4112 • Use products with the lowest amount of volatile organic compounds (VOCs), highest recycled
 4113 content, low or no formaldehyde, and no halogenated organic flame-retardants when purchasing
 4114 building maintenance materials such as paint, carpeting, adhesives, furniture and casework, where
 4115 feasible.
 - 4116 • Purchase or require janitorial contractors to supply industrial and institutional cleaning products that
 4117 meet Green Seal, or other third party certifications that are allowed as part of the U.S. Green Building
 4118 Council (USGBC) LEED™ guidelines.
 - 4119 • Purchase or require janitorial contractors to supply vacuums that meet the requirements of The
 4120 Carpet and Rug Institute (CRI) "Green Label" Testing Program – Vacuum Cleaner Criteria, which are
 4121 capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than
 4122 70 decibels A (dBA). Other janitorial cleaning equipment should be capable of capturing fine
 4123 particulates, removing sufficient moisture so as to dry within 24 hours, operate with a sound level less
 4124 than 70 dBA, and use high-efficiency, low-emissions engines.
 - 4125 • Purchase paper, paper products, and janitorial paper products that are unbleached or are processed
 4126 without chlorine or chlorine derivatives. These products must contain a minimum of 30% pre or post-
 4127 recycled content.
 - 4128 • Prohibit the purchase of products that use polyvinyl chloride (PVC) such as, but not limited to,
 4129 furniture, window coverings, and flooring unless no other options exist for a given application, where
 4130 feasible.
 - 4131 • Purchase products and equipment with no lead or mercury whenever possible. For products that
 4132 contain lead or mercury, Contractor should give preference to those products with lower quantities of
 4133 these metals and to vendors with established lead and mercury recovery programs. In addition,
 4134 whenever lead or mercury-containing products require disposal, Contractor will dispose of those
 4135 products in the most environmentally safe manner possible.
 - 4136 • Every Contractor' facility will provide a minimum of one designated area to collect in-office generated,
 4137 hazardous waste including, but not limited to, batteries, fluorescent bulbs/tubes, ink cartridges,
 4138 electronic waste, and cleaning products. Collection points must be easily accessible for all team
 4139 members and promoted to encourage participation.
 - 4140 • Specify that desktop computers, notebooks, and monitors purchased meet, at a minimum, all
 4141 Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria designated as
 4142 "required" as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal
 4143 Computer Products.
 - 4144 • When replacing vehicles, consider less-polluting alternatives to diesel such as compressed natural
 4145 gas, bio-based fuels, hybrids, electric batteries, and fuel cells (as available).

4146
 4147 Green Building Products and Practices

- 4148 • Consider green building practices for design, construction/demolition, and operation as described in
 4149 the LEED™ Rating System for all building and renovations undertaken by Contractor, where feasible.
- 4150 • When conducting renovation/tenant improvement projects for existing infrastructure, identify reuse
 4151 opportunities (including donation) for materials/products that would otherwise be disposed of (e.g.
 4152 office equipment, furniture, cubicles, flooring, carpeting, cabinetry, etc.).
- 4153 • All new construction projects must adhere to the California Green Building Standards Code
 4154 (CalGreen) and local diversion ordinances.

4155
 4156 Compliance with Hazardous Materials Regulations

4157 Contractor will comply with federal and local laws governing the handling and disposal of HHW, e-waste,
 4158 and universal waste. Contractor's operations meet and exceed requirements set forth by the EPA, the
 4159 California Department of Toxic Substances Control (DTSC), and CalRecycle.

4160

4161 Contractor's team members undergo extensive training during onboarding and participate in weekly
 4162 safety meetings. Additional team members have received Hazardous Materials certification from the U.S.
 4163 Department of Transportation (DOT).

4164
 4165 Licensed third-party contractors specializing in the handling of hazardous waste remove all HHW, e-
 4166 waste, and universal waste from Contractor facilities and special collection events.

4167
 4168 Local Vendor Preference

4169
 4170 Contractor will give vendor preference to locally produced goods and services when procuring resources
 4171 for specialized diversion initiatives, as well as any other County-identified opportunities.

4172
 4173 Domestic Solutions for Recyclable Materials
 4174 Contractor will prioritize shipping material to domestic markets for the sale of Contractor's commodities.
 4175 Contractor will align with domestic partners, whether local in California or other states, who have
 4176 opportunities or potential to find markets for niche products.

4177
 4178 LEED™ Silver Certified Materials Recovery Facility (MRF)
 4179 Contractor' Sun Valley MRF is California's first LEED™ certified recycling facility. The MRF was designed
 4180 with sustainability at the forefront and is powered by 200-kilowatt rooftop solar panels.

4181 * * *

4182
 4183
 4184 The following section will outline how Contractor's Outreach and Education initiatives will further augment
 4185 Contractor's diversion efforts.

4186
 4187 **Sustainability Plan**
 4188

Strategy / Public Education Program(s)	Customer Target Sector (SFD, MFD, & Commercial)	Diversion Program Type Organics, Recycling, Bulky, HHW, Special Waste (Comm.), E-waste, Edible Food Recovery, Textile, & Reuse	Tasks Description	Implementation Schedule (start dates)	Milestones & Time Frame for Meeting Diversion Requirements
Newsletters, E-mail blasts, and online media campaigns	All	All	Content promoting proper recycling, explain how to dispose of special waste items, and educate on contamination. Additional info includes event information, holiday schedules, tips, collection options, legislation, and other resources.	90 Days before start of Contract	- Distribution based on contract requirements per item type - Thru course of contract
County Specific Website	All	All	Maintain a dedicated, County-specific page on Contractor's existing Contractor Services website.	90 Days before start of Contract	- Updates thru course of contract
Welcome Packet/Brochure	All	All	The Welcome Packet/Brochure will include all necessary information about the contract services, signage examples, and outreach materials. It will be updated annually.	30 Days before Start of Contract	

Waste Audits/Assessments and Onsite Visits	MFD	All where applicable	A waste audit/assessment is used to determine appropriate container types, sizes, and collection frequencies. Audit components include comprehensive waste audit/assessment process; detailed waste management and recycling strategies; customer personnel training; signage, location placement, and maintenance suggestions; and container types, sizes, and pick-up frequency recommendations. Audits can be done in person and virtually. Contractor will provide each customer a <i>Zero Waste Recommendation Checklist</i> following each audit. To track data and customer interactions, Contractor will utilize Contractor's Proprietary Outreach and Education App.	30 Days before Start of Contract	<ul style="list-style-type: none"> - Target sector to receive once a year for the first three years. - Beginning fourth year, assessments happen every other year through course of contract.
Service Recipient Personnel Training	All	All	<p>Provides training to help individuals participate in their location's overall waste and recycling efforts.</p> <p>The training includes how to set up internal infrastructure elements (like containers, signage, liners, and collection methods), increase diversion, and practice landfill avoidance.</p>	30 Days before Start of Contract	<ul style="list-style-type: none"> - Personnel training is available at the start of the contract - information will be placed in the Welcome Packet. - RCs will remind customers of this option during waste assessments - Annual reminders will be included in newsletters thru course of contract - Annually, Contractor will assess Contractor's outreach efforts based on training participation by businesses and make adjustments to Contractor's program where necessary.
Presentations, Onsite Events/Tabling, and Door-to-Door Outreach	MFD	All	Provide training, presentations, and onsite events/tabling and virtually. Content is supplemented with recommendations based on the customer's needs, current or suggested service, and waste assessment observations. Contractor also suggest that MFD and MXD customers consider scheduling door-to-door outreach sessions.	30 Days before Start of Contract	<ul style="list-style-type: none"> - Thru course of contract
Community Events, Presentations, and Meetings	All	All	Participate in community events and provide zero waste and recycling presentations to community groups. Contractor will provide regular County Council updates and hold annual town meetings.	30 Days before Start of Contract	<ul style="list-style-type: none"> - Contractor will partake in opportunities during each year. - Contractor will work with County to identify and schedule yearly opportunities as part of Contractor's Annual Sustainability Plan. - Thru course of contract.
Interactive Ultimate Recycling Guide	All	All	Partner with Recyclist on the creation and maintenance of a customizable interactive <i>Ultimate Recycling Guide</i> that will be accessible on Contractor's dedicated Thousand Oaks webpage.	At Implementation	<ul style="list-style-type: none"> - Standard design to be completed prior to transition. - Reviews to be completed prior to start of contract. - Edits/updates thru course of contract.
Signage, Posters, and Container Labels (for internal and external)	MFD	Organics, Recycling, Bulky, HHW, and E-waste	Make available posters and container labels per stream type (organics, recycling, and landfill) illustrating acceptable contents. Additional signage will include electronic and hazardous collection, proper cardboard disposal, close container lid notification, and "Bring Down Your Recyclables" for MFDs.	At Implementation	<ul style="list-style-type: none"> - Signage will be designed during transition - Available at start of contract. - Edits to be made thru course of contract.

Creation and Distribution Informational Handouts	MFD	Organics, Recycling, Bulky, HHW, Special Waste, E-waste, Textile, & Reuse	Educational handouts include information on correct disposal of HHW, e-waste, batteries, bulbs, recyclables, organics, trash, bulky items, and more. Contractor will also include resources on reduce and reuse, Contractor's <i>Recyclable Materials Cheat Sheet</i> , and event flyers. Service recipients will receive outreach and education material via in-person drop off, snail mail, and electronically (via e-mail and social media).	At Implementation	<ul style="list-style-type: none"> - Contractor will develop and distribute materials at the inception of the new contract and throughout the term of the agreement. - Additional items will be created throughout the contract per County request, for specific Zero Waste diversion programs and based on ongoing needs assessments, such as targeting "problem area materials."
Legislative Compliance Notices and Outreach (including AB 1826, SB 1383, AB 827, and AB 341)	All	Organics, Recycling, & Edible Food Recovery	Make available Contractor's <i>Legislative Handouts, Single-Use Disposables Product Recommendations List, AB 1826/SB 1383 Mailer, Recycling Containers – Vendor Suggestion List, and Contractor's Organics Recommendation Letter & Getting Started Checklist.</i>	3 Months after implementation	<ul style="list-style-type: none"> - Quarterly compliance notices by last day of the month following the end of each quarter - Once per year site visits for first 3 years, then every other year for businesses in compliance and every year for those not in compliance.
Edible Food Recovery: Outreach and Education	MFD	Edible Food Recovery	Outreach and education will include an <i>Edible Food Recovery Brochure</i> , staff training, website content, participation signage, customer site visits, identifying potential participants, and compliance reporting.	3 Months after implementation	<ul style="list-style-type: none"> - All internal staff training will be conducted prior to transition - Materials will be available at start of contract and updated through course of contract - Site visits and compliance reporting will be part of initial outreach and continue through course of contract
Edible Food Recovery: Support of Nonprofit Food Collection and Distribution	MFD	Edible Food Recovery	Collaborate with food recovery nonprofits and financially support the collection and distribution of edible food directly from businesses in the County.	3 Months after implementation	<ul style="list-style-type: none"> - Contractor will identify three partners at the start of contract. - Annually (every January) Contractor will submit their food recovery plan and identify any new partners where necessary
MFD Managers' Tenant Outreach Templates	MFD	Recycling, HHW, E-waste, Textile, Reuse, and Bulky	Provide example email language, outreach materials, and signage for MFD managers to use when emailing resources, tips, and instructions to their tenants.	2024	<ul style="list-style-type: none"> - Templates will be provide at start of contract and thru course of contract - Updates will be sent when new outreach materials become available - Thru course of contract
Reduce and Reuse Education	All	Reuse	Make available reuse information and options and promote resources on Contractor's website and other outreach material	2024	<ul style="list-style-type: none"> - From start of contract, information on reduce and reuse opportunities will be available on Contractor's website and in Welcome Packet. These will be updated thru course of the contract - Additional resources will be made available thru additional outreach include newsletters and social media thru course of contract.
Zero Waste Manual for K-12 Schools and Outreach Program	Schools	Organics, Recycling, E-waste, Edible Food Recovery, & Reuse	Provide schools Contractor's systematic guide for students and staff to implement and maintain a successful Zero Waste Schools Program. Contractor will also make available school presentations and assemblies, school specific signage, training, waste assessments, reduce and reuse opportunities, share table and food recovery options, annual site visits, and material distribution.		

Edible Food Recovery: In-Kind Service Support	MFD	Edible Food Recovery	Provide in-kind service to support food recovery orgs (such as the cost to collect their organics container) to help alleviate financial burdens caused by the collection or distribution of food.	2024-2025	<ul style="list-style-type: none"> - Available at start of contract and throughout as opportunities emerge - During initial waste assessments, RCs will identify and report on opportunities. - Contractor will work with Contractor's Food Recovery partners to identify orgs that might need assistance. - Thru course of contract
MFD Recycling Ambassador	MFD	Org., Recycling, Bulky, HHW, E-waste, Textile, & Reuse	Train onsite MFD waste liaisons to engage with neighbors, encourage participation, and work directly with their property management to support the recycling and waste diversion efforts of their apartment complex.		
Social Media Dos and Don'ts Campaign	All	Organics, Recycling, HHW, E-waste, Textile, and bulky	Targets certain recyclable materials or "problem" areas, including proper sorting and contamination.		- Thru course of contract
Annual Recycling Awards	MFD	Recycling	Recognize annual "recycling stars" that show an exemplary effort to implement and partake in recycling or organic waste programs at their workplace or business.	2025	<ul style="list-style-type: none"> - Start beginning of Year 2025 following analyzing business using requirements outlined by County and Contractor. - Annually at beginning of year thereafter thru course of contract

4189
4190
4191

Tonnage Table

SOUTHEAST QUADRANT PROJECTED DIVERSION AND TONNAGE											
Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Residential (SFD, Bulky)											
Recycle Delivered to Processing	1,600	1,700	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	
Organics Delivered to Processing	2,900	3,000	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	
TOTAL RESIDENTIAL TONS	9,390										
Residential Organics/Recycle Residue	945	1,000	1,109	1,109	1,109	1,109	1,109	1,109	1,109	1,109	
Residential Diversion Rate %	47.9%	50.1%	54.1%	54.1%	54.1%	54.1%	54.1%	54.1%	54.1%	54.1%	
Multi Family											
Recycle Delivered to Processing	350	400	420	420	420	420	420	420	420	420	
Organics Delivered to Processing	150	210	230	230	230	230	230	230	230	230	
TOTAL MULTI FAMILY TONS	2,052										
Residential Organics/Recycle Residue	183	211	222	222	222	222	222	222	222	222	

Multi Family Diversion Rate %	24.4%	29.7%	31.7%	31.7%	31.7%	31.7%	31.7%	31.7%	31.7%	31.7%
Residential Diversion Rate%	48%	50%	54%	54%	54%	54%	54%	54%	54%	54%
Multi Family Diversion Rate%	24%	30%	32%	32%	32%	32%	32%	32%	32%	32%
Franchise Diversion Rate	43.7%	46.4%	50.1%	50.1%	50.1%	50.1%	50.1%	50.1%	50.1%	50.1%

4192

4193

Exhibit 9

4194

Outreach and Education Plan

4195

4196

The following pages will outline the components of Contractor's Outreach and Education Plan. The pillars of Contractor's outreach initiatives include:

4197

4198

4199

- County-Specific Webpage

4200

- What Goes Where Guide

4201

- Outreach and Education Materials Development

4202

- Zero Waste Ventura County

4203

- Contamination Reduction Strategy (for Residential Customers)

4204

- Waste Assessments (for Multifamily Customers)

4205

- Multifamily Outreach Program

4206

- Zero Waste Schools Program

4207

4208

County-Specific Webpage

4209

4210

Contractor will create and maintain a dedicated, County-specific page on the Contractor website.

4211

Residential customers (i.e. single-family households) and commercial customers (i.e. multifamily properties and mixed-used dwellings) will each have their own individual pages.

4212

4213

4214

Community members will be able to access their page through a custom landing page specific to the County of Ventura, which the County can also use on the County website and for promotional purposes. The URL for the custom landing page will look something like AthensServices.com/VenturaCounty.

4215

4216

4217

4218

The structure for the individual pages will be similar to the existing residential page for the City of Thousand Oaks.

4219

4220

*Residents of multifamily properties and mixed-used dwellings will access their webpage under Commercial Services.

4221

4222

4223

Content will include:

4224

- Contractor' Customer Care Center Contact

4225

- Request Services Quick Links

4226

- Collection Day Map and Time (Residential only)

4227

- House of Operation

4228

- Holiday Schedule

4229

- Container Dimensions/Guidelines

4230

- California Waste and Recycling Laws

4231

- What Goes in My Container? (includes links to downloadable outreach materials)

4232

- Hazardous Waste

4233

- Bulk Items

4234

- Holiday Tree Recycling (Residential only)

4235

- Food Donation and Material Reuse (Agriculture only)

4236

- Events/News

4237

- Additional Resources that the County of Ventura would like to include

4238

4239

The County's dedicated webpage will serve as a resource and may be updated as needed. Requests

4240

from County staff will be addressed with urgency.

4241

4242

4243

4244 **What Goes Where Guide**

4245
4246 Contractor has partnered with [RECYCLIST](#) to create and maintain a customizable recycling guide that will
4247 work in tandem with the County's dedicated webpages.
4248

4249 This interactive guide will be branded with the County and will be tailored based on the County's services
4250 and local resources. Other features of the What Goes Where Guide include:

- 4251
- 4252 • Green Guide that is intuitive, colorful, picture-oriented, simple to follow, and engaging.
 - 4253 • Localized information for collection and drop off programs.
 - 4254 • Illustrative tips for reusing, reducing, and recycling 400+ everyday items.
 - 4255 • In-depth educational content about disposal options, safe handling, and alternative recycling options
4256 such as store take-back and mail-in programs.
 - 4257 • Short and educational "Did you know?" videos that promote more sustainable practices.
 - 4258 • Compatibility across devices with no additional download required.
- 4259

4260 RECYCLIST is a California company that has worked with more than 40 cities and waste services
4261 providers. They are certified as both a small business (SB) and a Disadvantaged Business Enterprise
4262 (DBE)..
4263

4264 **Outreach and Education Materials Development**

4265
4266 Contractor will create outreach and education materials tailored to the needs of the County and designed
4267 to meet the cultural, linguistic, and demographic characteristics of the Ventura community.
4268

4269 **Accessibility**

4270
4271 Contractor will develop Contractor's educational material to be accessible to everyone in the community.
4272 Contractor's goal is to help non-English speakers feel at ease, understand the services that Contractor
4273 provides, and know who they can contact with questions or comments regarding their service. For
4274 customers that call into the Contractor Customer Care Center, Contractor's team can provide translations
4275 for more than 175 languages.
4276

4277 **Welcome Packet**

4278
4279 The Welcome Packet will introduce the community to who Contractor are and what they should expect
4280 from Contractor. Prior to the start of the agreement, customers will each receive a version that will detail
4281 the specifics of their rights and services. MFD customers that onboard for services at a later date will be
4282 provided with a Welcome Packet during their waste assessment.
4283

4284 Welcome Packet sections will include:

- 4285 • Contractor Fact Sheet
 - 4286 • Outreach Materials and Resources
 - 4287 • California Recycling Legislation
 - 4288 • Reasons for Non-Collection
 - 4289 • Additional Services
 - 4290 • Invoice Guide and Autopay Directions
 - 4291 • Special Collection Events
- 4292

4293 Welcome Packets will be distributed electronically and through traditional mail and will include Spanish.
4294 An electronic version will be offered as the first and environmentally preferred option.
4295
4296
4297
4298

4299 **Residential and MFD Newsletters**

4300

4301 Residential customers will receive quarterly newsletters. Newsletters will highlight upcoming community
4302 events, holiday schedules, service notifications, new legislation, recycling tips and best practices, and
4303 more. Articles Contractor typically cover in a calendar year include:

4304

- 4305 • SB 1383 requirements
- 4306 • Legislation updates
- 4307 • Proper waste sorting practices for recyclables and organics
- 4308 • Proper disposal of batteries, e-waste, and HHW
- 4309 • Contamination prevention
- 4310 • Bulky item collection
- 4311 • Holiday tree collection

4312

4313 Newsletters will be distributed electronically and through traditional mail depending on a customer's billing
4314 preferences and will include Spanish, and any other language the County requests.

4315

4316 **Signage and Recycling Resources**

4317

4318 Throughout the term of the agreement, Contractor will create and provide educational materials and
4319 signage to all residents and businesses. Resources will be distributed via the Contractor provided
4320 County-specific webpage, during waste assessments (MFD customers only), and by traditional mail.
4321 Customized signage, flyers, and other resources can also be created per County request to target
4322 specific diversion needs and/or address challenging materials that arise from within the community.

4323

4324 **Social Media**

4325

4326 Contractor's in-house marketing team will create fun and informative content that can be posted on the
4327 County's website and social media platforms, including Facebook, Instagram, and LinkedIn. Contractor's
4328 social media posts and videos are designed to generate user engagement, educate on a specific topic,
4329 and achieve a desired outcome.

4330

4331 With SB 1383 in full swing, Contractor developed a SB 1383 Toolkit to help educate residents and
4332 businesses on the requirements of the legislation, which County staff can use to supplement existing
4333 County outreach efforts. The toolkit includes six educational videos, ten social media posts with captions,
4334 and a suggested content calendar for posting.

4335

4336 Contractor can provide the toolkit immediately upon the County's request.

4337



4338

4339

4340

4341

4342 **Zero Waste Ventura County**

4343

4344 To encourage zero waste practices in the community, Contractor will implement a social media based
4345 rewards program. County of Ventura residents will have the opportunity to submit photo(s) and/or video(s)
4346 of themselves or their household practicing the 5Rs – Refuse, Reduce, Reuse, Recycle, and Rot
4347 (Compost).

4348

4349 Criteria for consideration can include submissions that show zero waste container contamination, single-
4350 use disposable items being replaced with a reusable alternative, composting food scraps at home, and
4351 many more creative possibilities. Residents will send their submissions to Contractor through [Facebook](#)
4352 or [Instagram](#). Those without social media will be able to participate by emailing their photo(s) and/or
4353 video(s) for consideration.

4354

4355 Winners will be selected quarterly throughout the term of the agreement and Contractor will send the
4356 winning resident a prize. The winning submission will also be featured in the County's residential
4357 newsletter.

4358

4359 **Contamination Reduction Strategy (for Residential Customers)**

4360

4361 Contractor' contamination reduction strategy consists of five elements that will enable the County of
4362 Ventura to reach its diversion goals. Contractor have found that there is not just one single way to
4363 address contamination – it must be a multi-pronged approach. Contractor's methods reinforce one
4364 another, which forms a feedback loop that identifies and minimizes contamination opportunities.

4365

4366 The sub-sections below will detail Contractor's strategy for reducing contamination.

4367

4368 **Educational Material and Community Outreach**

4369

4370 Contamination reduction begins first and foremost with engaging, informative, and tailored educational
4371 material. Contractor will create content with end-users in mind and design Contractor's resources with
4372 easily identifiable visuals and practical implementation strategies. Examples of Contractor' educational
4373 material can be found by visiting AthensServices.com/Outreach-Materials.

4374

4375 To increase the reach of Contractor's recycling and zero waste education, Contractor will participate in a
4376 variety of community and County-hosted events. Contractor's presence during these events allows us a
4377 chance to get to know members of the community and is an opportunity to provide valuable recycling
4378 education. Contractor will be able to support an event with a full-scale tabling set-up and can also host a
4379 zero waste workshop. Contractor's mini collection truck, "Mighty Mike," can even make an appearance at
4380 the County's request.

4381

4382 **Observation and Monitoring**

4383

4384 For instances where a customer sets out unacceptable materials for collection, Contractor will utilize a
4385 corrective action notification, otherwise known as a "Red Tag." The notice will include the appropriate
4386 manner for disposal or other required corrective actions. When a driver places a Red Tag on a container,
4387 Contractor's customer care center is notified and details of the incident are notated on the customer's
4388 account.

4389

4390 If a customer contaminates their organics container three times within a specified timeframe, Contractor's
4391 customer service team will attempt to reach out to the customer to inform them of the recent occurrences.
4392 Contractor will provide educational resources, best practices, and recommendations for how to avoid
4393 container contamination in the future.

4394

4395

4396

4397

4398 **Lid Flipper (for Organics Containers)**

4399

4400 Contractor will utilize as "Lid Flippers." These custom right-hand-drive Jeeps are the latest addition to
4401 Contractor' fleet. They are responsible for conducting organics container audits to ensure customers are
4402 properly separating all of their green waste, food scraps, and food-soiled paper (100% fiber-based).
4403 Each Lid Flipper is operated by two team members, a driver and an auditor. The driver will manually open
4404 each container and inspect the contents. If contamination is found, the auditor photographs, reports, and
4405 tags the container to notify the customer of the issue and any required action.

4406

4407 Contamination of an organics container includes adding any material that is not green waste, food scraps,
4408 or food-soiled paper. Containers with unacceptable material will not be serviced to prevent contaminating
4409 the entirety of the collection vehicle's load.

4410

4411 Contractor will assist with implementing any best practices and recommendations that were discussed
4412 and that the staff on site will fully prepared to make customer's zero waste program successful. Staff
4413 training typically includes setting up internal infrastructure elements (e.g., containers, signage, liners, etc.)
4414 and going over materials specific to the business and how to dispose of them properly. It is recommended
4415 that all staff participate.

4416

4417 RC led trainings are to be provided at no additional cost and can be requested as often as necessary.
4418 Contractor will advise customers that trainings are beneficial for everyone and to take advantage of the
4419 opportunity when there is an influx of new staff or whenever a simple refresher is needed.

4420

4421 **Recommended Best Practices**

4422 Based on an RCs findings during a waste assessment, they will provide recommendations for how a
4423 customer can improve their waste sorting practices. Universally applicable suggestions typically include:

4424

- 4425 • Encouraging the use of internal recycling and organics containers.
- 4426 • Promoting the use of signage on and above waste containers to increase messaging and
4427 participation.
- 4428 • Creating centralized resource recovery stations where recycling, organics, and landfill containers are
4429 grouped together.
- 4430 • Opting for single-use disposable alternatives for food ware.
- 4431 • Implementing printing policies that reduce paper usage, use recycled content paper, and print double-
4432 sided automatically.
- 4433 • Establishing an onsite recycling ambassador or a green team to set goals and oversee zero waste
4434 efforts.

4435

4436 **Proprietary Outreach and Education App**

4437

4438 All of Contractor's outreach efforts in the field will be conducted on a custom built app that was created
4439 directly from within the Outreach and Education team. That app was built specific to Contractor's
4440 methodology and has been refined over the years to incorporate the needs of new legislation and
4441 Contractor's County partners.

4442 Customer data collected and/or verified during waste assessments typically include:

4443

- 4444 • Customer contacts
- 4445 • Current service levels and routing information
- 4446 • Precise GPS location(s) for each collection container
- 4447 • Container information (including condition, measurements, and special features)
- 4448 • Types of materials disposed of and estimated volumes (including photos of container contents)
- 4449 • Site location information (including safety hazards, access codes, or special instructions)
- 4450 • SB 1383 specific information (including current compliance status and edible food recovery
4451 candidacy)

4451

4452

4453 **Summary Reports**

4454

4455 After each completed waste assessment, customers are provided with a detailed summary report of the

4456 **Waste Characterizations**

4457 As part of Contractor's contamination monitoring efforts, Contractor will conduct periodic waste
4458 characterizations on randomized routes and collection loads. The selected waste streams will be
4459 categorized and analyzed to determine how much recoverable recyclables and organics materials are not
4460 being captured. The waste characterization process will allow us to identify contamination hot spots,
4461 which will provide insight as to where additional outreach and education is needed.

4462

4463 **Reporting**

4464

4465 The results of Contractor's contamination reduction strategy are all tracked within Contractor' data
4466 management system, Soft-Pak. An overview of Contractor's outreach efforts in the community will be
4467 submitted to the County as part of Contractor's monthly reports. For SB 1383 compliance, Contractor will
4468 provide the County with a user-friendly SB 1383 Dashboard that contains a detailed summary of accounts
4469 audited, County -wide and route specific contamination rates, and a heat map of contamination hot spots.
4470 Information presented in the dashboard is readily available to submit to CalRecycle for annual reporting.

4471

4472 **Waste Assessments (for Multifamily Dwellings and Mixed-Use Dwellings)**

4473

4474 **Initial Waste Assessment**

4475

4476 Prior to the official start of the services, Contractor will offer all MFD customers an initial waste
4477 assessment to determine the appropriate service level. This includes selecting their preferred container
4478 type, size, and collection frequency.

4479

4480 **Ongoing Waste Assessments**

4481

4482 Waste assessments will be conducted for all MFD customers on an annual basis during the first three
4483 years of the agreement. Beginning in the fourth year, waste assessments will be provided to a minimum
4484 of 50% of the total MFD accounts within the County of Ventura. Customers with the lowest diversion rates
4485 and those that are not compliant with current legislation (i.e. SB 1383) will be prioritized.

4486

4487 **Virtual Waste Assessments**

4488

4489 Although onsite waste assessments are more effective, there are situations when meeting with a
4490 multifamily dwelling owner or property manager on site is not feasible. In these scenarios, Contractor will
4491 offer virtual waste assessments where Contractor's RCs engage with the customer over the phone or
4492 through a Zoom meeting to discuss Contractor's findings and go over any recommendations.

4493

4494 **Staff Training**

4495

4496 onsite visit, appropriate signage, and recycling recommendations. A copy of the summary report will be
4497 stored in the customer's account profile and can be made available to the County upon request.

4498

4499 For SB 1383 compliance, outreach data such as the total number of waste assessments completed and
4500 amount of trainings conducted will be included in the Contractor provided SB 1383 Dashboard.

4501

4502 **Multifamily Outreach Program**

4503

4504 Contractor' Multifamily Organics Collection Manual offers property owners and managers an opportunity
4505 to familiarize their tenants with the requirements of SB 1383. Property managers will work hand-in-hand
4506 with their RC to implement a plan of action for their tenant community.

4507

4508 Similar to waste assessments, Contractor have found in-person trainings to be most effective in
4509 conveying what is and is not acceptable in an organics container. They provide a space for training
4510 participants to engage with the discussion and ask any clarifying questions. RC led trainings are provided
4511 at no additional cost and are recommended to kick-off any organics collection program.
4512

4513 Resources available in the Multifamily Organics Collection Manual include:

- 4514 • Step-by-step participation checklist
- 4515 • Compliance requirements
- 4516 • SB 1383 specific resources
- 4517 • Custom management/tenant communication templates

4518

4519 **Zero Waste Schools Program**

4520

4521 Contractor' Zero Waste Schools program offers educational institutions a unique opportunity to implement
4522 large-scale waste reduction initiatives. Contractor's team of recycling coordinators (RC) will collaborate
4523 with school representatives on a zero waste plan that encompasses the following six steps:
4524

4525

- 4525 1. Scheduling a Campus Walk Through
- 4526 2. Identifying and Educating the Zero Waste Leadership Team
- 4527 3. Conducting Campus Waste Inventories
- 4528 4. Identifying the School's Zero Waste Goals
- 4529 5. Implementing Resource Recovery Stations
- 4530 6. Kicking-Off the Zero Waste Program

4531

4532 As part of the program, RCs will be available to participate in classroom presentations and campus-wide
4533 assemblies. Schools will also be provided with customized signage and educational materials.
4534

4535

4536

4537

4538

Exhibit 10 Acceptable Recyclable Materials

Recyclable Materials include but are not limited to:

Aluminum cans	Magazines/Catalogs
Aerosol cans	Newspaper
Aseptic containers	Paper
Brochures	Paper tubes
Cardboard	Phone books
Cereal boxes	Pizza boxes
Clothes hangers	Plastic containers #1-#7
Computer paper	Plastic film
Coupons	Plastic milk jugs
Envelopes	Plastic bags
Frozen food boxes and trays	Polystyrene (Styrofoam)
Glass bottles/jars	Tin cans
Glass cosmetic bottles	Tissue boxes
June mail	Wrapping paper
Laundry bottles	

4539

4540

Exhibit 11

4541

Rate Adjustment Calculation Worksheet

4542

This exhibit describes the methodology for calculating the rate adjustments described in Section 6.4 for Annual Inflation Adjustment and Regulatory Fee Adjustments.

4543

4544

4545

I. CALCULATING THE ANNUAL INFLATION ADJUSTMENT

4546

Pursuant to Section 4.4 (Annual Inflation Adjustment), the following calculation shall be used to determine the appropriate adjustment to the CUSTOMER RATE based on an annual inflation adjustment. The annual inflation adjustment shall be applied to the BASE RATE.

4547

4548

4549

4550

A. Calculating the BASE RATE

4551

Step 1. Identify the existing CUSTOMER RATE.

4552

4553

Step 2. Identify the current percentage of COUNTY REGULATORY FEES applied to the CUSTOMER RATE.

4554

4555

4556

Step 3. Multiply the amount in Step 1 by the fee percentage identified in Step 2.

4557

4558

Step 4. Deduct this amount from the existing CUSTOMER RATE.

4559

4560

Step 5. Identify the current Integrated Waste Management Program (CIWMP) Fee applied to the CUSTOMER RATE and deduct this amount from the amount left in Step 4. This is the BASE RATE.

4561

4562

4563

4564

4565

To calculate the CIWMP Fee that is applied to the CUSTOMER RATE, multiply the current CIWMP Fee rate, (i.e., 50 cents/ton of refuse disposed) by the most current estimate of annual refuse tons generated in the SERVICE AREA. This tonnage estimate shall be calculated based on the CONTRACTOR'S submittal of the most recent four quarters of refuse data provided to the COUNTY pursuant to Article 19, (Record Keeping and Reporting Requirements). Add the approved refuse tons for all four quarter and divide this amount by the number of RESIDENTIAL CUSTOMERS in the SERVICE AREA. Divide this number by 12. This amount shall equal the current CIWMP Fee per month that is applied to the CUSTOMER RATE.

4566

4567

4568

4569

4570

4571

4572

4573

4574

Example BASE RATE Calculation:

4575

Example Step 1. CUSTOMER RATE = \$35.00

4576

4577

Example Step 2. COUNTY REGULATORY FEES = 11.25%

4578

4579

Example Step 3. $\$35.00 * .1125 = \3.94

4580

4581

Example Step 4. $\$35.00 - \$3.94 = \$31.06$

4582

4583

Example Step 5. Current CIWMP Fee = $\$0.05/\text{ton} * 1,000 \text{ annual refuse tons} = \50
 $\$50/500 \text{ RESIDENTIAL CUSTOMER}/12 \text{ months} = \0.008
 $\$31.06 - .008 = \$31.05 = \text{new BASE RATE}$

4584

4585

4586

4587

4588

B. Calculating the Annual Percentage Change in the CPI

4589

Step 6. Calculate the twelve (12) month average CPI ending September of the most recent year (regardless if a projection is deemed "preliminary").

4590

4591

4592

4593

- 4594 Step 7. Calculate the twelve (12) month average CPI ending September of the preceding year.
 4595
 4596 Step 8. Subtract the previous period from the current period.
 4597
 4598 Step 9. Divide this difference by the "previous period" CPI. This equals the total Annual
 4599 Percentage Change in CPI. This is the allowable Annual Percentage Change in CPI that
 4600 will be applied to the BASE RATE.
 4601

4602 **Example Calculation of Annual Percentage Change in the CPI**
 4603

- 4604 Example Step 6. Current 12 month CPI average = 147
 4605
 4606 Example Step 7. Previous 12 month CPI average = 143.5
 4607
 4608 Example Step 8. $147 - 143.5 = 3.5$
 4609
 4610 Example Step 9. $3.5/143.5 = 2.44\%$ (total Annual Percentage Change in CPI, applied to BASE
 4611 RATE)
 4612

4613 **C. Applying the Annual Percentage Change in CPI to the Base Rate**
 4614

- 4615 Step 10. Multiply the BASE RATE calculated in Step 5 by the Annual Percentage Change in CPI
 4616 calculated in Step 9. Add to BASE RATE.
 4617
 4618 Step 11. Add the REGULATORY FEES identified in Step 2 by dividing the BASE RATE (inclusive
 4619 of CPI) by the inverse (.8875).
 4620
 4621 Step 12. Add the CIWMP Fee calculated in Step 5 to this amount. This is the new CUSTOMER
 4622 RATE.
 4623

4624 **Example Calculation Applying Inflation Adjustment to BASE RATE:**
 4625

- 4626 Example Step 10. $\$31.05 * 2.44\% = \0.76 ; $\$31.05 + \$0.76 = \$31.81$
 4627
 4628 Example Step 11. $\$31.81/0.8875 = \35.84
 4629
 4630 Example Step 12. $\$35.84 + \$0.008 = \$35.85$ (New CUSTOMER RATE)
 4631
 4632

4633 **D. Calculating the Rate Multiplier for Other Residential Rates**
 4634

4635 **II. CALCULATING THE REGULATORY FEE ADJUSTMENT**
 4636

4637 Pursuant to Section 4.5 (Regulatory Fee Adjustment), the following calculation shall be used to determine
 4638 the appropriate adjustment to the CUSTOMER RATE based on a change in COUNTY REGULATORY
 4639 FEES. There are three COUNTY REGULATORY FEES that may be adjusted: the Collector Fee, the
 4640 Waste Management Fee, and the California Integrated Waste Management Program Fee (CIWMP).
 4641

- 4642 Step 1. Identify the existing CUSTOMER RATE.
 4643
 4644 Step 2. Identify the current percentage of the COUNTY REGULATORY FEE being adjusted.
 4645
 4646 Step 3. Multiply the amount in Step 1 by the fee percentage identified in Step 2.
 4647
 4648 Step 4. Deduct this amount from the existing CUSTOMER RATE.
 4649

- 4650 Step 5. Identify the new percentage of COUNTY REGULATORY FEES.
 4651
 4652 Step 6. Divide the base rate from Step 4 by the inverse of the new percentage of COUNTY
 4653 REGULATORY FEES. This is the new CUSTOMER RATE.
 4654
 4655 Step 7. Divide the new CUSTOMER RATE by the CUSTOMER RATE identified in Step 1. This
 4656 is the rate multiplier to be applied to Single Family Dwelling additional containers, mini-
 4657 cart and bin services and Multi-Family Dwelling services.
 4658

Example Calculation for a Change in the Collector Fee and/or Waste Management Fee

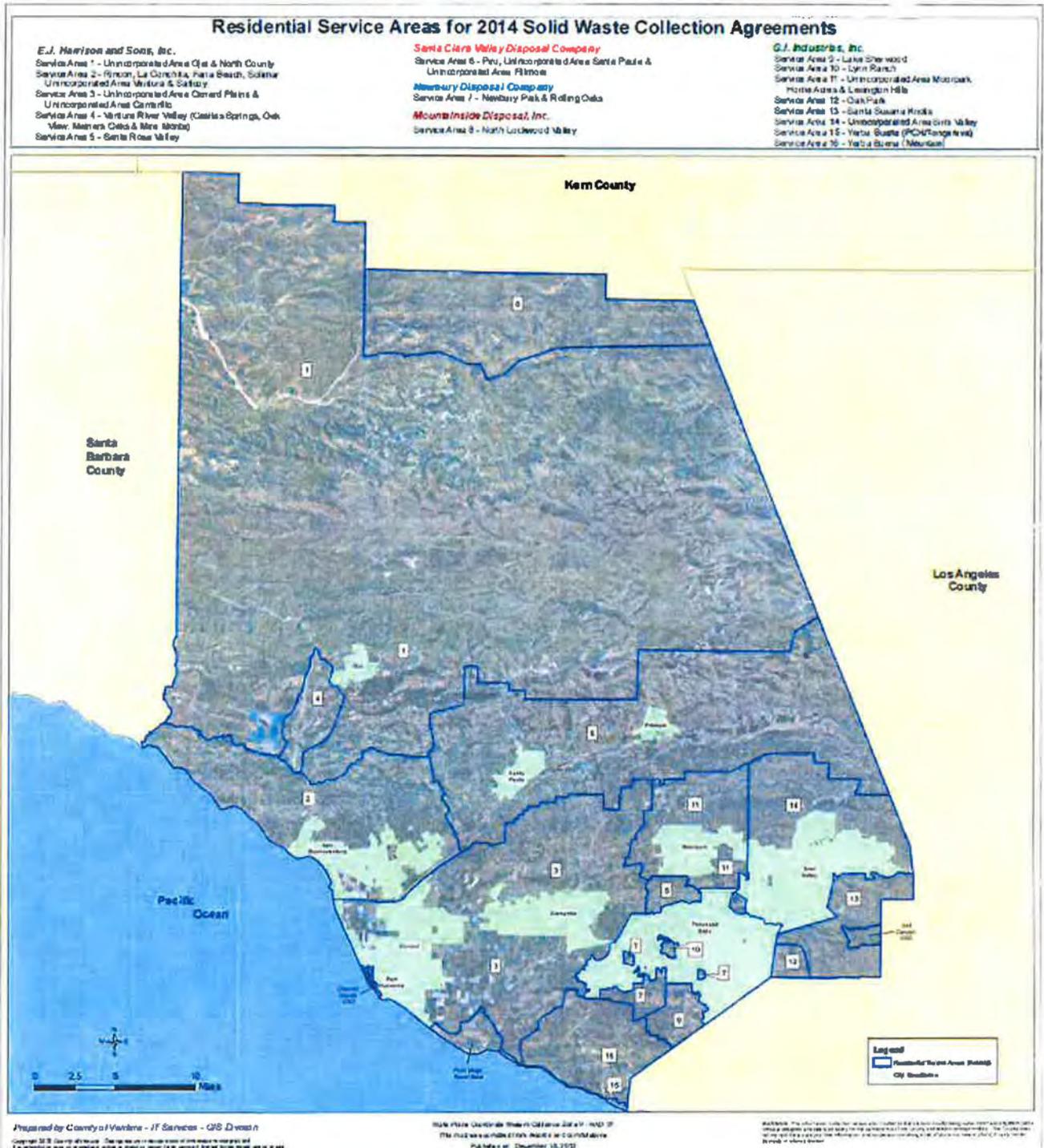
- 4660
 4661 Example Step 1. CUSTOMER RATE = \$35.00
 4662
 4663 Example Step 2. COUNTY REGULATORY FEE = 11.25%
 4664
 4665 Example Step 3. $\$35.00 * .1125 = \3.94
 4666
 4667 Example Step 4. $\$35.00 - \$3.94 = \$31.06$
 4668
 4669 Example Step 5 New COUNTY REGULATORY FEE = 12%
 4670
 4671 Example Step 6. $\$31.06 / .88 = 35.30$ (New CUSTOMER RATE)
 4672
 4673 Example Step 7. $\$35.30/\$35.00 = 1.01$ (New Rate Multiplier)
 4674

Example Calculation for a Change in the CIWMP Fee

- 4675
 4676
 4677 Example Step 1. CUSTOMER RATE = \$35.00
 4678
 4679 Example Step 2. Existing COUNTY REGULATORY FEE = \$0.05/per ton disposed
 4680
 4681 Example Step 3. $\$0.05/\text{ton} * 1,000 \text{ annual refuse tons} = \50
 4682 $\$50/500 \text{ RESIDENTIAL CUSTOMERS}/12 \text{ months} = \0.008
 4683 (For more detail on this calculation, see "BASE RATE" calculation, Example Step
 4684 5)
 4685
 4686 Example Step 4. $\$35.00 - .008 = \34.99
 4687
 4688 Example Step 5. New COUNTY REGULATORY FEE = \$0.10/per ton disposed
 4689
 4690 Example Step 6. $\$0.10/\text{ton} * 1,000 \text{ annual refuse tons} = \100
 4691 $\$100/500 \text{ RESIDENTIAL CUSTOMERS}/12 \text{ months} = \0.016
 4692
 4693 $\$34.99 + .016 = \35.01
 4694
 4695 Example Step 7. $\$35.01/\$35.00 = 1.000$
 4696

4697
4698

Exhibit 12 FORMER SERVICE AREAS



4699