

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

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

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83 **AGREEMENT**

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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

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

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

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

Article 1. Definitions

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

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

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

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

1.4 AB 1594. "AB 1594" means State of California Assembly Bill No. 1594 approved on or about September 28, 2014. AB 1594 provides that, as of January 1, 2020, the use of green material as Alternative Daily Cover ("ADC") does not constitute diversion through recycling and is considered disposal.

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

1.6 Agreement. "Agreement" means the written agreement between the County and the Contractor covering the work to be performed and all contract documents attached to the agreement and made a part thereof.

1.7 Agreement Administrator. "Agreement Administrator" means the County Administrator, or his or her designee, designated to administer and monitor the provisions of the Agreement.

1.8 Alternative Fuel Vehicle. "Alternate Fuel Vehicle" means a vehicle whose engine uses a fuel other than gasoline or diesel fuel, such as compressed natural gas (CNG) or other fuel with comparably low emissions of air pollutants.

1.9 Applicable Law. "Applicable Law" means all laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any federal, state, the County, and local governmental agency having jurisdiction over the collection, diversion, and disposition of Solid Waste, including Recyclable Materials, Organic Waste, Construction and Demolition Debris, and environmental regulation. Applicable Law includes, but is not limited to, the statutory changes made by AB 341, AB 827, AB 939, AB 1594, AB 1826, SB 1016, and SB 1383.

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

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

1.12 Board. "Board" means the Ventura County Board of Supervisors.

1.13 Bulky Items. "Bulky Items" means Solid Waste consisting of discarded White Goods, furniture, tires, carpets, mattresses, e-waste, and similar items which do not fit in a regular Collection Container and require special handling due to their size but can be collected and transported without the assistance of special 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.

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

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

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

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

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

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

Article 2. Term of Agreement

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

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

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

Article 3. Conditions Governing Services

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

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

3.3 Exclusions to Exclusivity.

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

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

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

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

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

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

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

Article 4. Regulatory Fees and Payments

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

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

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

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

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

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

Article 5. General Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 6. Maximum Service Rates

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 7. Collection Service Billing

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

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

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

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

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

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

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

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

Article 8. Diversion Requirements

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

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

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

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

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

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

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

Article 9. Service Units

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

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

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

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

Article 10. SFD Service

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

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

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

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

10.4.1 At No Additional Cost to the SFD Service Unit. SFD Service Units where all adult 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.

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

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

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

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

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

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

10.10 Cart Exchange. Upon notification to Contractor by County or a Service Recipient that a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient within five (5) Work Days. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the term of this Agreement for moving to a larger Cart size. Each SFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar Year during the term of this Agreement for moving to a 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.

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

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

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

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

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

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

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

11.13.3 Materials Recovery Facility. Except as provided in Section 5.5, all collected Recyclable Materials must be delivered to a legally permitted Materials Recovery Facility. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 5 and may result in Contractor being in default under this Agreement. All expenses related to materials processing and marketing will be the sole responsibility of Contractor. County has the right to designate Materials Recovery Facility and agrees to adjust Maximum Service Rates to reflect any 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.

Article 12. Additional Services

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

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

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

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

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

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

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

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

Article 13. Collection Routes

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

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

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

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

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

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

Article 14. Minimum Performance and Diversion Standards

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

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

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

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

14.5 Billing Audit and Performance Reviews.

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

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

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

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

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

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

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

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

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

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

Article 15. Collection Equipment

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

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

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

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

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

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

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

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

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

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

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

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

Article 16. Contractor's Office

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

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

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

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

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

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

Article 17. Contractor Support Services

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

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

17.3 County-Specific Website. Contractor shall maintain an interactive County-specific website that fully explains the Contractor's current services and rates, the diversion options available, and allows Service Recipients to submit service changes, inquiries, complaints, or queries. The website must describe and promote the use of the available Recyclable Materials and Organics services. Contractor's local website must provide information specific to the County's programs. The website must include all information 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

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

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

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

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

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

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

Article 18. Emergency Service

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

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

Article 19. Record Keeping and Reporting Requirements

19.1 Record Keeping. Notwithstanding Article 44 herein:

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

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

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

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

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

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

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

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

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

Article 24. Insurance

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

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

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

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

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

24.2.4 Environmental Pollution Liability Insurance.

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

24.3.1 Comprehensive General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to 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.

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

Article 25. Hold Harmless and Indemnification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 27. Modifications to the Agreement

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

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

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

Article 28. Interpretation

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

Article 29. Conflict of Interest

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

Article 30. Contractor's Personnel

30.1 Displaced Employees. Contractor shall offer employment to all qualified displaced employees of the County's prior service provider from the prior Solid Waste collection agreements for the Service Area. 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

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

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

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

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

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

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14048 Valley Blvd

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City of Industry, CA 91746

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

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

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Article 43. Transition to Next Contractor

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

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Article 44. Contractor's Records

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

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

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

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

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

Article 45. Entire Agreement

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

Article 46. Severability

46.1 If any provision of this Agreement, or the application of it to any person or situation, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it is held invalid or unenforceable, will not be affected, 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 47.1 The failure of County at any time to require performance by Contractor of any provision of this
2817 Agreement will in no way affect the right of County thereafter to enforce same. Nor will waiver by County of
2818 any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of
2819 such provision or as a waiver of any provision itself.

2820 **Article 48. All Prior Agreements Superseded**

2821 48.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations,
2822 agreements, and understandings applicable to the matters contained in this Agreement and the parties
2823 agree there are no commitments, agreements or understandings concerning the subject matter of this
2824 Agreement not contained in this document. Accordingly, it is agreed that no deviation from the terms of this
2825 Agreement will be predicated upon any prior representations or agreements, whether oral or written.

2826 **Article 49. Headings**

2827 49.1 Headings in this document are for convenience of reference only and are not to be considered in
2828 any interpretation of this Agreement.

2829 **Article 50. Exhibits**

2830 50.1 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such
2831 Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any conflicts
2832 between this Agreement and the Exhibits, then this Agreement shall take priority.

2833 **Article 51. No Third-Party Beneficiaries**

2834 This Agreement shall not be interpreted as providing any third-parties rights.
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2837 **Article 52. Effective Date**

2838 This Agreement will become effective when it is fully executed by County and Contractor and Contractor
2839 will begin Collection Services under this Agreement as of January 1, 2024.

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

2843 COUNTY OF Ventura

ARAKELIAN ENTERPRISES INC.

2844
2845 By: [Signature]

2846 By: [Signature]
2847 Ron Arakelian, Jr.
2848 President

2849 Title: Chair of Board
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2852 ATTEST: [Signature]
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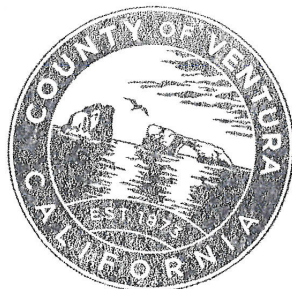
2854 By: [Signature]
2855 Michael Arakelian
2856 Secretary

2857 County Clerk

2858 APPROVED AS TO FORM

2859 County Counsel

2860 By: [Signature]



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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 (served once weekly):			\$	28.94		
96-gallon Recyclable Materials Cart* (served once weekly):			\$	8.68		
32-gallon Organic Waste* Cart (served once weekly):			\$	8.40		
64-gallon Organic Waste* Cart (served once weekly):			\$	10.40		
96-gallon Organic Waste* Cart (served 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 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

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Exhibit 2 Service Area Map



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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/decaled 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.

Exhibit 4

Transition Plan

1.1 Pre-Outreach and Education: 6 Months before Start

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

Launch Education and Outreach Campaign

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

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

- Facebook
- Instagram
- YouTube
- LinkedIn
- Website

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

Website

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.

Community Events: Town Hall Meetings

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

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

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

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

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

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

Community Partnerships

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

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

Contractor will arrange a meeting between the County, the incumbent service provider, the Contractor's key stakeholders to acquire the said information.

Subscription Order Form

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

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

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

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

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

- Customer Name and Contact Information
- Service Address
- Location Type (residential, commercial, multifamily dwelling)
- Containers on-site, quantities, and Size of Containers
- Frequency of Service
- Currently Recycling and Recycling Recommendation

- Food Rescue Opportunity

1.2 Site Assessments Phase: 90 Days before Start

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

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

Site Assessment Phase Tasks and Timelines – 90 days

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

MFD Site Assessments First Attempt

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

- Verify account information
- Educate customers on self-offerings
- Assess waste streams
- Take inventory of container quantities and sizes
- Review recycling resources
- Identify food rescue opportunities

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

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

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

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.

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

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

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

Route Audits

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

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

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

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

1.3 Service Starts

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

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

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

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.

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

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

1.4 Service Optimization: After Service Start

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

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

Service Optimization Phase Tasks and Timelines

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

Data Review

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

Overfilled and Contaminated Containers

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

Community Report Presented to County Staff

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

Items detailed in the Community Report include the following:

- Final Residential and MFD Customer Counts
- Tonnage Collected by material type
- Number of Containers Delivered: Residential and MFD
- Number of Waste Assessments completed
- Number of Food Rescue/Donation Opportunities
- Community Partnership / Sponsorships
- Opportunities for Route Consolidation
- General Opportunities for Improvement

1.5 Closed-Loop Process: 90 Days and Ongoing

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

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

Launch Second Recycling Programs

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

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.

Identify Food Rescue / Donation Opportunities

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.

Community Outreach Campaigns

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:

- Instagram
- Facebook
- YouTube
- Website
- LinkedIn
- Local Publications
- Chamber of Commerce Ad
- Constant Contact Email Blasts

Service Recipient Surveys

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. 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.

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

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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 compliant or request	-0-

3242
3243

Exhibit 6

Customer Service Plan

Call Center Staffing

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

- 60 customer service representative
- 20 digital care representatives
- 4 customer service leads
- 4 customer service supervisors
- 3 quality assurance representative
- 1 Customer Service Manager

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

Service Implementation Staffing

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

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

Phone System

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

NICE InContact provides:

- An all-in-one customer interaction solution
- Digital capabilities including live chat, direct messaging, and e-mail support
- Omni-channel call routing
- Workforce optimization
- Cloud compatible
- Customer information
- Ability to deploy a designated phone number

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

Customer Service Training

Contractor will institute several training programs, which includes:

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

Contractor will employ a "closed-loop" process to ensure that each customer's concern is acted on and followed entirely to resolution. Occasionally, complex solutions may require a 24-48-hour turnaround time. During that time, the agent will provide progress updates to the customer by phone or email.

Customer Service Hours of Operation

Contractor offers customer service between the hours of 7:00 am – 5:00 pm, Monday through Friday, and from 7:00 am to 12:00 pm on Saturdays, excluding holidays. These extended hours mean that Contractor will support customers well past regular business hours to ensure all customers are supported when convenient.

Contractor will be available to respond to inquiries via phone, live chat, e-mail, surveys, and soon, direct messaging (DM) on social media.

Customer Service Extended Support: Self-Services

Contractor will support:

- Online Bill Pay
- AutoPay Registration
- Billing Inquiries
- Service Requests
- Bulky Item Pickup Request
- Rent-A-Container

Customers can utilize self-service options 365 days a week, 24 hours a day online. They can also ask questions or chat online during regular business hours with one of Contractor's customer service representatives.

Through the website, customers can complete any transaction that would normally be processed over the phone without the inconvenience of making a call.

Dedicated Website

The County will have a dedicated website, which will include community-specific information on the website. The information can be updated as needed. Contractor will collaborate with Recyclist to develop a "What Goes Where" interactive application on the website. The application will provide customers with the tools to understand what material goes in which container and what can be recycled and what cannot.

The website will also integrate vehicle GPS tracking capabilities. This convenient technology will give customers the ability to locate their collection vehicles' status throughout the day. Customers will not have to call customer service to find out when their waste or recycling will be collected.

Billing Standard Operating Procedures

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

Customers will receive advanced monthly billing. Residential customers will receive advanced quarterly invoices, and roll-off customers will receive billing in arrears for services rendered. Included is an example of an Contractor invoice.

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

Soft-Pak Customer Database

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

Soft-Pak maintains the following:

- Customer contact information
- Billing Information, such as service levels and chargeable service request
- Location information, such as access codes or service instructions
- Outreach and Education activity
- Work order – active and historical
- History of services, including service exceptions and incidents of overloaded or contaminated containers
- Route and Driver information
- Documented notes from customer service and operations

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

- On-line dispatching with route management
- Productivity and profitability reporting per route
- Inventory tracking, fleet maintenance, LEED reporting
- Scale and landfill ticketing
- Online payment capabilities
- Material tracking and hazardous waste handling
- Sales management of prospect quotes and customer activity
- Extensive management reporting

Exhibit 7

Collection Service Operations Plan

a. Vehicles

Vehicle Descriptions

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.

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.

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.

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.

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.

Vehicle Key Differentiators:

- 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

Reducing Air Emissions and Wear and Tear on County Streets

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.

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.

Monitoring Technology:

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

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

3rd Eye Fleet Monitoring System

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

- Safe following distances
- Vehicle speed
- Hard braking and cornering
- And other driver behaviors

Mobile-Pak On-Board Computer

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

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

- Real-time route tracking with GPS
- Embedded camera to record service verification and exceptions
- Dispatch work orders in real-time
- Ability to adjust routes while in the field
- Capability to capture geocoded images
- Service optimization opportunities
- Scale info from disposal/transfer facilities
- Integrated with other Contractor vehicle technology – 3rd Eye, Soft-Pak, and Tableau

Tableau Dashboards

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

- Measuring performance progress toward business goals
- Performing quantitative analysis
- Reporting and data sharing
- Identifying customer insights

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

- 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.
- Service Verification Dashboard – ensures every single customer is serviced.
- On-Board Computer Exceptions - Shows exceptions reported by drivers. Any skipped stops, blocked stops, contaminations, overfills, unique accesses required, etc.

- Service Exceptions can be monitored by route for the current day in real-time or historical data.
 - Customer Management – identify customers with multiple service exceptions in any given period.
- Recycling Coordinators utilize Tableau to research and identify patterns in overfilled or contaminated containers.
- Route Track – Tableau's live route tracker gives customers and the County real-time visibility into collection vehicles
 - Vehicle Telematics – the dashboard records vehicle speed, location, and latitude and longitude. Information is categorized and analyzed for safety training.
 - Service Verification – the dashboard promotes service reliability. It records how many customers are on a driver's route, how many were completed, and how many experienced service exceptions (including overfilled, blocked, or contaminated containers).
- Vehicle Maintenance
- Contractor' maintenance program includes expedited responses to road repairs, accessible support vehicles, and proactive maintenance management utilizing Dossier Systems Maintenance Software.
- Fleet Maintenance Intervals: Contractor's collection vehicles will receive preventative maintenance (PM) based on a 250-hour or 90-day schedule, whichever is sooner. Small-duty vehicles will be serviced on a 5,000-mile or 45-day schedule, whichever is earlier. Vehicles will be washed weekly, and chassis pressure washed at least once a month and more often in the rainy season.
- If repairs can be completed on the road, a mobile repair vehicle will be dispatched to complete the repairs and get the vehicle back on the route. If repairs cannot be completed on the road or repairs will take longer than one hour, a replacement vehicle will be dispatched to the driver.
- Fleet Maintenance Software - Dossier Systems
- Contractor utilizes Dossier Systems, the latest in fleet maintenance software. Dossier is designed to provide a comprehensive overview of fleet assets and manage equipment, employees, and resources in real-time through a robust set of fleet maintenance features.
- Daily Reminder Dashboard is Dossier's automated command center, providing a wealth of information to facilitate active decision-making, focusing on productivity and profitability. The Contractor Fleet Dashboards will provide real-time fleet tracking information, including:
 - o Due or overdue PM services or inspections
 - o Work pending with issues displayed in priority order
 - o Backordered parts that need to be reordered
 - o Repair orders that are open and in progress
 - o Employee driver licenses, physicals, or other administrative items needing attention
 - o Equipment with licenses, permits, or any other scheduled admin items needing renewal
 - o Quotes awaiting customer approval or approved quotes awaiting equipment
 - o Open parts returned to a vendor and awaiting a credit
 - o Tire management data displaying tires in need of attention (including low air pressure or tread issues)
 - Predictive Scheduling and Maintenance - Dossier brings predictive maintenance to the forefront and center on Contractor Fleet Dashboard and maximizes its productivity.
 - Dossier's Instant Recall maintenance history helps identify and reduce rework, increase warranty recapture dollars, identify high-cost units, and support equipment life cycle replacement decisions based on costs or utilization.
 - Inventory Management – efficiently and accurately manages inventory to reduce vehicle downtime while still reducing on-hand, duplicated, and obsolete parts. Dossier's comprehensive system handles recording, tracking, costing, cycle counting, and automatic.

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

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

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

b. Containers

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

Residential Containers

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

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"

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

Primary features and benefits include:

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

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

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

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

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

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

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

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

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

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

Kitchen Pails

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

MFD Containers

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

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

MFD Container Specifications

- Plastic, durable lids
- 14 GA construction with flanged corners and horizontal "V" groove ribs front, back, and bottom.
- 12 GA interlocking banding
- 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.
- Channels available on the bottom with four gussets per channel.
- Zinc-plated lid rod with 90-degree bend and nylon lock nut.
- Lid holders to hold lids open.
- Lid ears to accommodate plastic or steel lids.
- 6" roller bearing rubber swivel casters with grease fittings (450 lb. capacity each).
- 10 GA caster plates with flange for strength.
- Interior coated with automotive underseal or rust-inhibitive alkyd primer.
- Exterior (including the bottom) paint your choice of standard color with alkyd enamel paint. Some colors may be extra.

MFD Containers Available

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.

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"

Suitability of Containers

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.

Container Warranty

Consolidated Fabricators Corporation guarantees Contractor's products against defects and workmanship for one year under normal MFD use.

Container Maintenance

Contractor will maintain an adequate container inventory at its container facility. Contractor can repair containers on-site or at its facilities. Contractor will wash and sanitize containers at the customer's request utilizing Contractor's innovative container mobile wash unit on-site or Contractor's container facilities a few miles away. Only Contractor can wash and sanitize containers in an environmentally friendly manner.

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's 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

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

Desktop Audits

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

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

d. Facilities

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

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

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

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
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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

Marketable Recyclable Materials

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

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

e. Safety

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

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

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

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

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

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

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

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

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

Drug and Alcohol Policy

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

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

Household Hazardous Waste

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

Employees may never knowingly take any such waste materials or place them in any dumpsite. Drivers must immediately report containers contaminated with hazardous waste to their superior and record the contamination as a service exception using the Mobile-Pak tablet. Any deviation or failure to abide by these rules and company policies could result in dismissal from work.

Compliance with Hazardous Materials Regulations

Contractor will ensure compliance with laws governing e-waste, HHW, and universal waste. Contractor's operations meet and exceed requirements from the U.S. EPA, the California Department of Toxic Substances Control (DTSC), and CalRecycle to properly care for and handle HHW and universal wastes (including e-waste). Contractor's personnel are appropriately trained during weekly safety meetings. Some additional personnel receive certification and the U.S. Dept. of Transportation Hazardous Materials training. Third-party contractors specializing in licensed hazardous waste handling remove the HHW and Universal wastes from Contractor facilities and collection events.

Health and Safety Management Procedures

Contractor will strive to place safety and health above all else and involve workers at every level in establishing, implementing, and evaluating Contractor's efforts.

A Injury and Illness Prevention Program will be implemented with the intent to reduce the severity of job-related illnesses and injuries at Contractor. Contractor intends to comply with the requirements of California laws and Section 3203 of the General Industry Safety Orders.

Reporting injuries, illnesses, and risks is especially important because the program's success depends on such reporting. The Safety Director will review incentive programs to ensure that they are designed to reward safe work practices, such as active participation in the program, the identification of hazards in the workplace, and the reporting of the early signs and symptoms of illnesses, rather than to reward employees for having fewer injuries or sick days.

f. Reporting

Monitoring and Reporting

Contractor Services utilizes its Soft-Pak customer database to monitor and report AB 341, AB 939, AB 1594, AB 1826, and SB 1383 activity. Utilizing customized tracking, Contractor will monitor outreach and education activity and incidents of contamination and overfilled containers. The data collected can be reported to the County Staff quarterly, including the electronic transmission of reports.

Outreach and education activity includes:

- Waste assessments
- Site visits
- Town hall meeting
- Virtual Events
- Training

Using Contractor's fully customized Recycling Coordinator Mobile Application, Contractor can quickly and accurately report site visits, waste assessments, and service level adjustments in Contractor's Soft-Pak database.

Contractor operates all facilities proposed to be utilized in this proposal, which means it can track and report on all tonnage collected, disposed of, and processed material, along with residue disposal. Electronic reports will be produced by Contractor on a monthly, quarterly, and yearly basis or upon request.

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

Exhibit 8

Sustainability and Compliance Plan

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:

- Reducing Greenhouse Gas (GHG) Emissions
- Reducing Air Emissions and Wear and Tear on County Streets
- Meeting the County's Diversion Goals
- Internal Sustainability Efforts
- Local Vendor Preference
- Domestic Solutions for Recyclable Materials
- LEED™ Silver Certified Materials Recovery Facility (MRF)

Reducing Greenhouse Gas (GHG) Emissions

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.

Tracking and Reporting GHG Emissions

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.

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.

Reducing Air Emissions and Wear and Tear on County Streets

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

Meeting the County's Diversion Goals

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).

Tonnage Table

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.

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

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

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

Local Vendor Preference

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

Domestic Solutions for Recyclable Materials

Contractor will prioritize shipping material to domestic markets for the sale of Contractor's commodities. Contractor will align with domestic partners, whether local in California or other states, who have opportunities or potential to find markets for niche products.

LEED™ Silver Certified Materials Recovery Facility (MRF)

Contractor' Sun Valley MRF is California's first LEED™ certified recycling facility. The MRF was designed with sustainability at the forefront and is powered by 200-kilowatt rooftop solar panels.

* * *

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

Sustainability Plan

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</i> , and Contractor's <i>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	9,390	9,390	9,390	9,390	9,390	9,390	9,390	9,390	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	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	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%

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4193

Exhibit 9

4194

Outreach and Education Plan

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

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4198

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- 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

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4208

County-Specific Webpage

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

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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

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.

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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

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4239

The County's dedicated webpage will serve as a resource and may be updated as needed. Requests from County staff will be addressed with urgency.

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What Goes Where Guide

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

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

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

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

Outreach and Education Materials Development

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

Accessibility

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

Welcome Packet

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

Welcome Packet sections will include:

- Contractor Fact Sheet
- Outreach Materials and Resources
- California Recycling Legislation
- Reasons for Non-Collection
- Additional Services
- Invoice Guide and Autopay Directions
- Special Collection Events

Welcome Packets will be distributed electronically and through traditional mail and will include Spanish. An electronic version will be offered as the first and environmentally preferred option.

Residential and MFD Newsletters

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

- SB 1383 requirements
- Legislation updates
- Proper waste sorting practices for recyclables and organics
- Proper disposal of batteries, e-waste, and HHW
- Contamination prevention
- Bulky item collection
- Holiday tree collection

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

Signage and Recycling Resources

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

Social Media

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

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

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



Zero Waste Ventura County

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

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

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

Contamination Reduction Strategy (for Residential Customers)

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

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

Educational Material and Community Outreach

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

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

Observation and Monitoring

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

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

Lid Flipper (for Organics Containers)

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

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

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

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

Recommended Best Practices

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

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

Proprietary Outreach and Education App

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

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

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

Summary Reports

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

Waste Characterizations

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

Reporting

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

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

Initial Waste Assessment

Prior to the official start of the services, Contractor will offer all MFD customers an initial waste assessment to determine the appropriate service level. This includes selecting their preferred container type, size, and collection frequency.

Ongoing Waste Assessments

Waste assessments will be conducted for all MFD customers on an annual basis during the first three years of the agreement. Beginning in the fourth year, waste assessments will be provided to a minimum of 50% of the total MFD accounts within the County of Ventura. Customers with the lowest diversion rates and those that are not compliant with current legislation (i.e. SB 1383) will be prioritized.

Virtual Waste Assessments

Although onsite waste assessments are more effective, there are situations when meeting with a multifamily dwelling owner or property manager on site is not feasible. In these scenarios, Contractor will offer virtual waste assessments where Contractor's RCs engage with the customer over the phone or through a Zoom meeting to discuss Contractor's findings and go over any recommendations.

Staff Training

onsite visit, appropriate signage, and recycling recommendations. A copy of the summary report will be stored in the customer's account profile and can be made available to the County upon request.

For SB 1383 compliance, outreach data such as the total number of waste assessments completed and amount of trainings conducted will be included in the Contractor provided SB 1383 Dashboard.

Multifamily Outreach Program

Contractor's Multifamily Organics Collection Manual offers property owners and managers an opportunity to familiarize their tenants with the requirements of SB 1383. Property managers will work hand-in-hand with their RC to implement a plan of action for their tenant community.

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 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.
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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

Exhibit 11

Rate Adjustment Calculation Worksheet

This exhibit describes the methodology for calculating the rate adjustments described in Section 6.4 for Annual Inflation Adjustment and Regulatory Fee Adjustments.

I. CALCULATING THE ANNUAL INFLATION ADJUSTMENT

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.

A. Calculating the BASE RATE

- Step 1. Identify the existing CUSTOMER RATE.
- Step 2. Identify the current percentage of COUNTY REGULATORY FEES applied to the CUSTOMER RATE.
- Step 3. Multiply the amount in Step 1 by the fee percentage identified in Step 2.
- Step 4. Deduct this amount from the existing CUSTOMER RATE.
- 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.

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.

Example BASE RATE Calculation:

- Example Step 1. CUSTOMER RATE = \$35.00
- Example Step 2. COUNTY REGULATORY FEES = 11.25%
- Example Step 3. $\$35.00 \times .1125 = \3.94
- Example Step 4. $\$35.00 - \$3.94 = \$31.06$
- Example Step 5. Current CIWMP Fee = $\$0.05/\text{ton} \times 1,000 \text{ annual refuse tons} = \50
 $\$50/500 \text{ RESIDENTIAL CUSTOMER}/12 \text{ months} = \0.008
 $\$31.06 - .008 = \$31.05 = \text{new BASE RATE}$

B. Calculating the Annual Percentage Change in the CPI

- Step 6. Calculate the twelve (12) month average CPI ending September of the most recent year (regardless if a projection is deemed "preliminary").

- Step 7. Calculate the twelve (12) month average CPI ending September of the preceding year.
- Step 8. Subtract the previous period from the current period.
- Step 9. Divide this difference by the "previous period" CPI. This equals the total Annual Percentage Change in CPI. This is the allowable Annual Percentage Change in CPI that will be applied to the BASE RATE.

Example Calculation of Annual Percentage Change in the CPI

- Example Step 6. Current 12 month CPI average = 147
- Example Step 7. Previous 12 month CPI average = 143.5
- Example Step 8. $147 - 143.5 = 3.5$
- Example Step 9. $3.5/143.5 = 2.44\%$ (total Annual Percentage Change in CPI, applied to BASE RATE)

C. Applying the Annual Percentage Change in CPI to the Base Rate

- Step 10. Multiply the BASE RATE calculated in Step 5 by the Annual Percentage Change in CPI calculated in Step 9. Add to BASE RATE.
- Step 11. Add the REGULATORY FEES identified in Step 2 by dividing the BASE RATE (inclusive of CPI) by the inverse (.8875).
- Step 12. Add the CIWMP Fee calculated in Step 5 to this amount. This is the new CUSTOMER RATE.

Example Calculation Applying Inflation Adjustment to BASE RATE:

- Example Step 10. $\$31.05 * 2.44\% = \0.76 ; $\$31.05 + \$0.76 = \$31.81$
- Example Step 11. $\$31.81/0.8875 = \35.84
- Example Step 12. $\$35.84 + \$0.008 = \$35.85$ (New CUSTOMER RATE)

D. Calculating the Rate Multiplier for Other Residential Rates

II. CALCULATING THE REGULATORY FEE ADJUSTMENT

Pursuant to Section 4.5 (Regulatory Fee Adjustment), the following calculation shall be used to determine the appropriate adjustment to the CUSTOMER RATE based on a change in COUNTY REGULATORY FEES. There are three COUNTY REGULATORY FEES that may be adjusted: the Collector Fee, the Waste Management Fee, and the California Integrated Waste Management Program Fee (CIWMP).

- Step 1. Identify the existing CUSTOMER RATE.
- Step 2. Identify the current percentage of the COUNTY REGULATORY FEE being adjusted.
- Step 3. Multiply the amount in Step 1 by the fee percentage identified in Step 2.
- Step 4. Deduct this amount from the existing CUSTOMER RATE.

- 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

4659 **Example Calculation for a Change in the Collector Fee and/or Waste Management Fee**
 4660

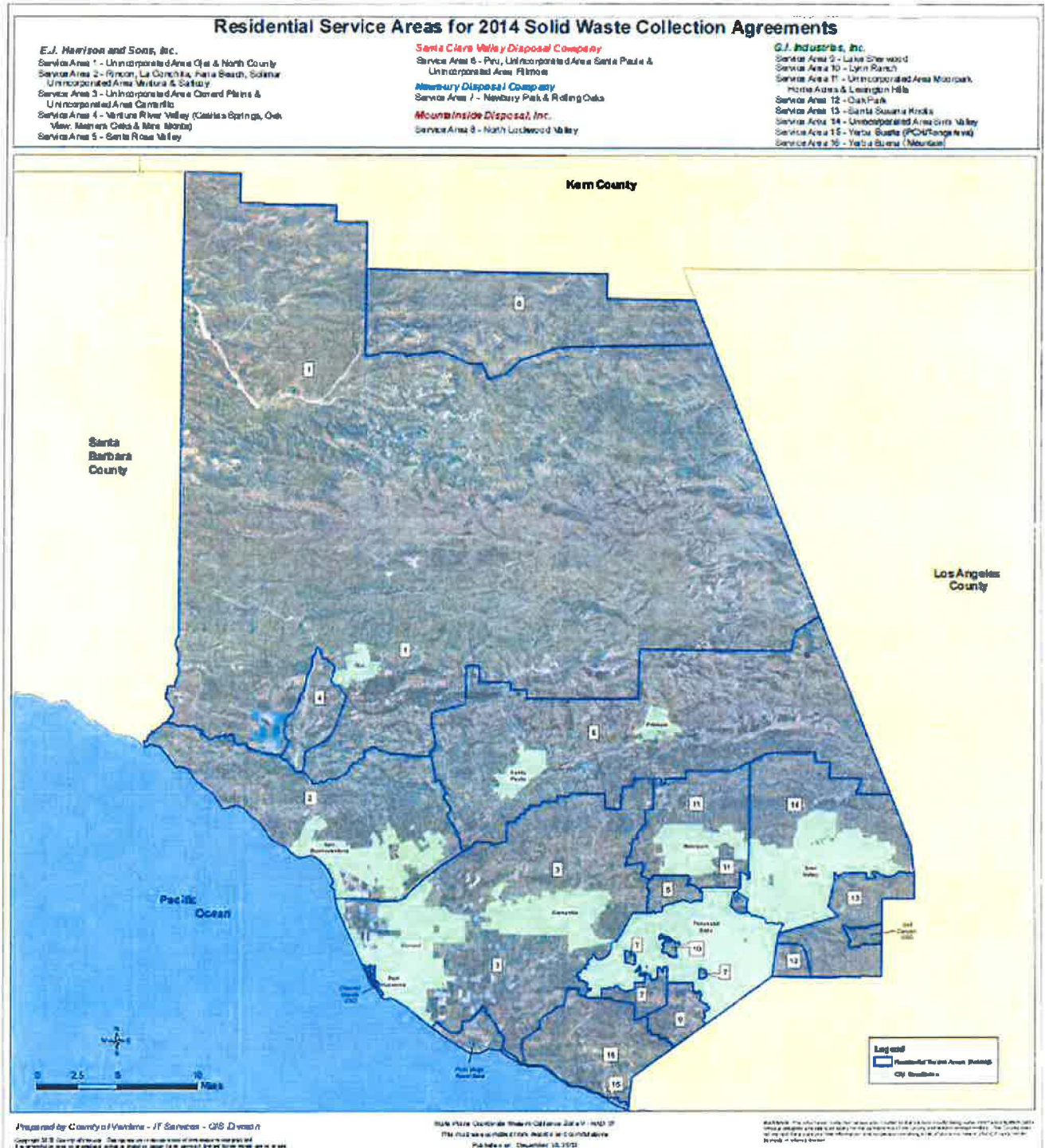
- 4661 Example Step 1. CUSTOMER RATE = \$35.00
 4662
 4663 Example Step 2. COUNTY REGULATORY FEE = 11.25%
 4664
 4665 Example Step 3. $\$35.00 \times .1125 = \3.94
 4666
 4667 Example Step 4. $\$35.00 - \$3.94 = \$31.06$
 4668
 4669 Example Step 5 New COUNTY REGULATORY FEE = 12%
 4670
 4671 Example Step 6. $\$31.06 / .88 = 35.30$ (New CUSTOMER RATE)
 4672
 4673 Example Step 7. $\$35.30/\$35.00 = 1.01$ (New Rate Multiplier)
 4674

4675 **Example Calculation for a Change in the CIWMP Fee**
 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} \times 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} \times 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



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