

UNIFIED FRANCHISE AGREEMENT
FOR THE
EXCLUSIVE COLLECTION OF SOLID WASTE, RECYCLABLES AND
ORGANIC WASTE IN UNINCORPORATED MONTEREY COUNTY

BETWEEN
COUNTY OF MONTEREY

AND

USA Waste of California, Inc. DBA Carmel Marina Corporation



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THIS UNIFIED FRANCHISE AGREEMENT ("Agreement") is made and entered into as of the last date opposite the respective signatures by and between the County of Monterey, a political subdivision of the State of California ("COUNTY"), and USA Waste of California, Inc. ("CONTRACTOR"), (hereafter collectively referred to as "the parties").

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000, et seq.) has established a solid waste management process which requires local agencies to implement source reduction, reuse and recycling as integrated waste management practices; and

WHEREAS, the State of California has found and declared that the amount of waste materials generated in California, coupled with diminishing disposal capacity, interest in minimizing potential environmental impacts from landfills, and the need to conserve natural resources have created an urgent need for state and local agencies to enact and implement an aggressive integrated waste management program. The State has through the enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State Agency, and all local agencies to promote a reduction in landfill disposal, maximize the use of waste reduction, re-use, recycling, and composting options in order to reduce the amount of material that must be disposed; and

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support achievement of state-wide organic waste disposal reduction targets; and

WHEREAS, pursuant to California Public Resources Code Section 40059, the County has determined that the public health, safety and well-being require that an exclusive franchise agreement for solid waste, recyclables, and organic waste collection services be awarded to a qualified company for the collection and subsequent transfer, transportation, recycling, processing and/or disposal of certain solid waste, recyclables, and organic waste; and

WHEREAS, CONTRACTOR has demonstrated to the COUNTY that it has the experience, responsibility, and qualifications to conduct the services detailed herein for the collection, safe transportation and processing or disposal of materials as described herein; and

WHEREAS, CONTRACTOR desires to engage in the business of collecting certain solid waste, recyclables, and organic waste; and

WHEREAS, COUNTY wishes to utilize the CONTRACTOR's services to offer solid waste, recyclables, and organic waste collection services to Single Family Dwellings, Multi-Family Dwellings and Commercial premises. COUNTY therefore grants CONTRACTOR the franchise described herein on the terms and conditions established hereby.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and consideration contained herein, COUNTY and CONTRACTOR hereby agree as hereinafter set forth:

1. DEFINITIONS.

For the purpose of this Unified Franchise Agreement, the definitions contained in this Section shall 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 shall include the feminine gender.

- 1.1. **AB 341.** The Mandatory Commercial Recycling Law, signed into law January 2012 and as defined now and into the future under Division 30 of the Public Resources Code, requiring businesses and multi-family facilities of a certain size waste stream to conduct Recycling onsite through subscribed services or Self-Hauling to achieve an increase in Diversion from landfilling and reduce greenhouse gases.
- 1.2. **AB 876.** The Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 41821.4 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.
- 1.3. **AB 901.** The Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 and added Section 41821.6, 41821.7 and 41821.8 to the Public Resources Code relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.
- 1.4. **AB 939.** The California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.), as it may be amended from time to time.
- 1.5. **AB 1594.** The Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.
- 1.6. **AB 1826.** The Mandatory Commercial Organics Recycling Law, signed into law October 2014 and as defined now and in the future under Division 30 of the Public Resources Code, requiring businesses of a certain size waste stream and waste profile to Recycle their Organic Wastes.
- 1.7. **Agreement.** The written document and all amendments thereto between COUNTY and CONTRACTOR governing the provision of Collection Services as provided herein, including all exhibits hereto, as it may be amended from time to time.
- 1.8. **Agreement Year.** A twelve-month period beginning on January 1 and ending on December 31.
- 1.9. **Alternative Daily Cover (ADC).** Disposal Facility cover material, at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odor, blowing litter and scavenging, as defined in Title 27, Section 20164 of the California Code of Regulations.
- 1.10. **Applicable Law.** Any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- 1.11. **Bin.** A metal or plastic container, with volumetric capacity of one (1) to eight (8) cubic

yards, featuring a hinged lid(s) and wheels (where appropriate) that is serviced by a front-end loading collection vehicle; "Bins" may also include compactors attached to increase capacity. Bins are sometimes also known as dumpsters.

- 1.12. **Board.** The Board of Supervisors of Monterey County.
- 1.13. **Bulky Items.** Discarded materials, such as large and small household appliances (including refrigerators), furniture, carpets, mattresses, White Goods, clothing, and oversized Green Waste such as tree trimmings and large branches, bagged Solid Waste, and similar large items which can be handled by two (2) people; or some combination of such items in a Container the dimensions of which Container does not exceed four feet by four feet by two feet (4'x4'x2') and weighing no more than seventy-five (75) pounds, which are attributed to the normal activities of a Customer. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include items herein defined as Unacceptable Waste or Construction and Demolition Debris.
- 1.14. **Calendar Year.** A period of twelve (12) months beginning January 1st and ending December 31st.
- 1.15. **Cart.** A heavy plastic receptacle with a rated capacity of at least twenty (20) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and two (2) wheels, that is approved by COUNTY and is colored and labeled as designated by COUNTY.
- 1.16. **Change in Law.** The adoption, promulgation, or modification of any Applicable Law occurring after the effective date of this Agreement.
- 1.17. **Collect/Collection.** To pick up, transport, and remove Solid Waste, Recyclables, Organic Waste, Food Waste, Christmas trees, Bulky Items, E-Waste, CED's, Universal Waste, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris.
- 1.18. **Collection Services.** SFD Collection Services, MFD Collection Services and Commercial Collection Services.
- 1.19. **Commercial.** A business establishment and/or industrial facility including, but not limited to, governmental, specifically including COUNTY, religious, and educational facilities.
- 1.20. **Commercial Collection Services.** Commercial Solid Waste Collection Service, Commercial Recyclables Collection Service, and Commercial Organic Waste Collection Service.
- 1.21. **Commercial Customer.** Any Commercial entity utilizing a Container for the set out and accumulation of Solid Waste.
- 1.22. **Commercial Edible Food Generators** includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified in 14 CCR Section 18982(a)(7).
- 1.23. **Commercial Organic Waste Collection Service.** The Collection of Organic Waste from Commercial Customers in the Service Area, delivery of the Organic Waste to an Organic Waste Processing Facility, and the processing and marketing of the Organic Waste.
- 1.24. **Commercial Recyclables Collection Service.** The Collection of Recyclables from Commercial Customers in the Service Area, the delivery of the Recyclables to a

Recyclables Processing Facility, and the processing and marketing of the Recyclables.

- 1.25. **Commercial Solid Waste Collection Service.** Collection of Solid Waste from Commercial Customers in the Service Area and delivery of the Solid Waste to the Disposal Facility.
- 1.26. **Compactor.** A machine or device designed to compress, reduce, and compact a variety of materials through hydraulic, mechanical, or pneumatic force.
- 1.27. **Compost.** The product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. "Compost" includes vegetable, yard, and wood wastes which are not hazardous waste.
- 1.28. **Composting.** The controlled or uncontrolled biological decomposition of organic wastes.
- 1.29. **Construction and Demolition Debris (C&D).** Used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair or demolition operations on any house, or residential property, commercial building, pavement, or other structure. Construction and Demolition Debris includes rocks, soils, tree remains and other Green Waste which results from land clearing or land development operations in preparation for construction. Construction and Demolition Debris is normally Collected in a Roll-Off Container.
- 1.30. **Consumer Electronic Device or CED.** Discarded electronic devices that the California Department of Toxic Substances Control (DTSC) has determined to be a covered electronic device. CEDs include cathode ray tube (CRT) devices (including televisions and computer monitors); LCD desktop monitors; laptop computers with LCD displays; LCD televisions; plasma televisions; portable DVD players with LCD screens; and other electronic devices as may be added by the DTSC from time to time.
- 1.31. **Container.** Carts, Bins or Roll-Off Containers used for Collection of Solid Waste, Recyclables, or Organic Waste.
- 1.32. **Contamination.** (a) Material placed in a Recyclables Container other than Recyclables in quantities greater than 10%, as observed and documented by CONTRACTOR personnel, (b) Material placed in an Organic Waste Container other than Organic Waste in quantities greater than 3%, as observed and documented by CONTRACTOR personnel, and (c) Unacceptable Waste in any quantity in any Container.
- 1.33. **Contract Administrator.** The Director of Health or his/her designee.
- 1.34. **CONTRACTOR.** USA Waste of California, Inc.
- 1.35. **COUNTY.** The County of Monterey, a political subdivision of the State of California.
- 1.36. **COUNTY Clean-up Service.** The Collection of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, or Universal Waste, by CONTRACTOR resulting from written requests from COUNTY for temporary clean-up of those materials and the transport and delivery of the Collected materials to the appropriate facilities.
- 1.37. **County Code.** Codified ordinances adopted by the COUNTY Board, as such ordinances may be amended from time to time.
- 1.38. **COUNTY Facilities.** Any building, structure, yard, park, or any other facility owned, leased, or operated, by the COUNTY, or any subsidiary public entity of the COUNTY, as

set forth in the column titled "Facility" of Exhibit 10 to this Agreement, regardless of where within the Service Area such facility is located.

- 1.39. **Customer.** A Generator of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, or Construction and Demolition Debris within COUNTY'S jurisdiction, including all owners and/or occupants of Commercial premises, Multi-Family Dwellings, and Single Family Dwellings in the COUNTY, unless an exception under Section 2.3 applies.
- 1.40. **Difficult to Serve.** A set-out site for Containers via a road (or driveway) which has any of the following features:
 - 1.40.1. Is less than two 9-foot traffic lanes (or with respect to a driveway, at least 12 feet width);
 - 1.40.2. A grade greater than fifteen (15) percent;
 - 1.40.3. An obstructed vertical clearance of less than fifteen (15) feet;
 - 1.40.4. A turn radius of less than fifty (50) feet;
 - 1.40.5. Is more than one hundred (100) feet from the public road; or
 - 1.40.6. Is deemed by CONTRACTOR to pose a risk to CONTRACTOR equipment or personnel.
- 1.41. **Disposal.** The final processing and disposition of materials Collected by CONTRACTOR under the terms of this Agreement.
- 1.42. **Disposal Facility.** The MRWMD Disposal Facility, the SVSWA Disposal Facilities, and the Madison Lane Transfer Station.
- 1.43. **Divert.** To make use of discarded materials for any purpose and, therefore, to avoid Disposal of such material at the Disposal Facility.
- 1.44. **Dwelling Unit.** Any individual living unit in a Single Family Dwelling (SFD) or Multi- Family Dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, residential living other than a hotel or motel.
- 1.45. **Edible Food** means food intended for human consumption. For purposes of this Agreement, Edible Food is not Organic Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- 1.46. **Employee Housing.** Premises provided by or on behalf of an agricultural employer Customer in connection with agricultural employment including not only buildings but any living quarters, such as a tent, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer or other housing accommodation established by the County.
- 1.47. **Employee Housing Customer.** A Person who provides Employee Housing within the Service Area.
- 1.48. **E-Waste.** Waste that is powered by batteries or electricity, such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, compact disc players/recorders,

calculators and certain items also defined as Covered Electronic Devices (CED's).

- 1.49. **Fixed Body Vehicle.** Any wheeled vehicle that does not rely on a Roll-Off Container or other detachable Bin or Container to Collect, contain and transport material. Dump trucks shall be considered Fixed Body Vehicles.
- 1.50. **Food Recovery** means actions to collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- 1.51. **Food Recovery Organization** means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:
 - 1.51.1. A food bank as defined in Section 113783 of the Health and Safety Code;
 - 1.51.2. A non profit charitable organization as defined in Section 113841 of the Health and Safety Code; and
 - 1.51.3. A non profit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- 1.52. **Food Recovery Service** means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery.
- 1.53. **Food Waste.** All Source-Separated organic material originally acquired for animal or human consumption, including, but not limited to: vegetable waste, fruit waste, grain waste, dairy waste, meat waste, fish waste; and compostable paper (only if accepted by the processing facility).
- 1.54. **Force Majeure.** Any acts of God, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions, sabotage, civil disturbances, acts of a public enemy, wars, blockades, riots, or other industrial disturbances, eminent domain, condemnation or other taking, or other events of a similar nature, not caused or maintained by COUNTY or CONTRACTOR, which event is not reasonably within the control of the party claiming the excuse from its obligations due to such event, to the extent such event has a significant and material adverse effect on the ability of a party to perform its obligations thereunder. Force Majeure shall include power outages, fuel shortages, and the first seven days of labor disruptions (e.g., strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR'S employees or directed at CONTRACTOR or subcontractor). Force Majeure shall include a Change in Law if such Change in Law prohibits a party's performance hereunder. Notwithstanding the foregoing, (i) no failure of performance by any subcontractor of CONTRACTOR shall be a Force Majeure unless such failure was itself caused by a Force Majeure; (ii) except as provided herein, no event which merely increases CONTRACTOR'S cost of performance shall be a Force Majeure; and (iii) no event, the effects of which could have been prevented by reasonable precautions, including compliance with agreements and applicable laws, shall be a ForceMajeure.
- 1.55. **Generator.** A Person, Commercial business or any other entity that produces Solid Waste, Recyclables, Organic Waste, Bulky Items, Christmas Trees, Universal Waste, E- Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris.

- 1.56. **Green Waste.** Untreated and unpainted wood, pruning, brush, leaves, or grass clippings and such other types of yard waste resulting from normal yard and landscaping maintenance. Green Waste must be generated by the Customer and at the service address wherein the Green Waste is Collected, segregated from Solid Waste at the source of generation and set out by the Customer for Collection. Green Waste does not include items herein defined as Unacceptable Waste.
- 1.57. **Hazardous Waste.** Any material, substance, waste or component thereof which poses an actual or potential risk to public health and safety or the environment by virtue of being actually or potentially toxic, corrosive, bioaccumulative, reactive, ignitable, radioactive, infectious or otherwise harmful to public health and safety or the environment, and which requires special handling under any present or future federal, state or local law, excluding de minimis quantities of waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, recycling, treatment and Disposal of household hazardous waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- 1.58. **Large Event.** An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and served an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system or other open space when being used for an event.
- 1.59. **Large Venue.** A permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, amusement park, conference or civil center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR Division 7, Section 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues on the site, is a single Large Venue.
- 1.60. **Large Venue Collection Service.** Collection of Solid Waste, Recyclables, Organic Waste, and other materials as appropriate at Large Events.
- 1.61. **MFD Collection Service.** MFD Solid Waste Collection Service, MFD Recyclables Collection Service, MFD Organic Waste Collection Service, and Temporary Collection Service.
- 1.62. **MFD Customer.** A Multi-family Dwelling that provides for the set-out and accumulation of Solid Waste through the use of shared Containers.
- 1.63. **MFD Organic Waste Collection Service.** Collection of Organic Waste from MFD Customers in the Service Area, delivery of the Organic Waste to the appropriate Organic Waste Processing Facility, and processing and marketing of the Organic Waste.
- 1.64. **MFD Recyclables Collection Service.** Collection of Recyclables from MFD Customers in the Service Area, delivery of the Recyclables to the appropriate Recyclables Processing Facility, and processing and marketing of the Recyclables.
- 1.65. **MFD Solid Waste Collection Service.** Collection of Solid Waste from MFD Customers in the Service Area and delivery of the Solid Waste to the appropriate Disposal Facility.

- 1.66. **Monterey Regional Waste Management District dba ReGen Monterey (MRWMD).** That portion of the Service Area as set forth in Exhibit 6.
- 1.67. **MRWMD Construction and Demolition Debris Processing Facility.** The C&D Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Monterey Regional Waste Management District.
- 1.68. **MRWMD Disposal Facility.** The Monterey Peninsula Landfill located at 14201 Del Monte Blvd., Marina, CA 93933 or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Monterey Regional Waste Management District.
- 1.69. **MRWMD Organic Waste Processing Facility.** The Organic Waste Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the MRWMD.
- 1.70. **Multi-family Dwelling or MFD.** Any residence, or group of residences, with three (3) or more Dwelling Units, including any flat, apartment, duplex, triplex, condominium, town home or other premises, other than a hotel or motel, used for housing persons, including such premises when combined in the same building with Commercial establishments, and serviced with one (1) or more common Containers.
- 1.71. **Non-Collection Notice.** A form developed by CONTRACTOR, in a form and substance satisfactory to COUNTY, and provided at CONTRACTOR'S cost, on which CONTRACTOR has provided CONTRACTOR'S phone number and indicated the reasons for CONTRACTOR'S refusal to Collect material, giving reference to the section of this Agreement which has been violated, and which gives grounds for CONTRACTOR'S refusal either in writing or by means of a check system. Non- Collection Notices may be given in-person, by mail or electronically.
- 1.72. **On-Call Collection Service.** The periodic Collection of Bulky items, CED's, E-Waste, and/or U-Waste from SFD, MFD, Commercial, and Employee Housing Customers in the Service Area and the delivery of the Collected materials to the appropriate Disposal or Processing Facility.
- 1.73. **Organic Waste.** Food Waste, Green Waste, soiled paper and those materials agreed upon by the parties from time to time for Collection and recycling under this Agreement which are segregated from Solid Waste at the source of generation by the Customer and set out for Collection. This definition is subject to change based on what is accepted at the Organic Waste Processing Facility.
- 1.74. **Organic Waste Processing Facility.** The Monterey Regional Waste Management District (MRWMD) Food Waste Processing Facility and the Salinas Valley Solid Waste Authority (SVSWA) Food Waste Processing Facility.
- 1.75. **Person.** An individual, firm, agency, company, cooperative, public or private corporation, association, partnership, limited partnership, consortium, joint venture, limited liability company, commercial entity, trust, regulatory authority, governmental entity, or any other legal entity.
- 1.76. **Processing Residues.** Materials remaining after the processing of Recyclables, Organic Waste, Bulky Items and Construction and Demolition Debris, which cannot

reasonably be Diverted from the landfill.

- 1.77. **Rebuilt Vehicle.** For purposes of this Agreement, “rebuilt” means, at a minimum, replacement of worn parts and reconditioning or replacement of hydraulic systems, transmissions, differentials, electrical systems, engines, and brake systems. In addition, the rebuilt vehicle must be repainted, and its tires must have at least eighty-five (85) percent of tread remaining.
- 1.78. **Recyclables.** Those materials designated in this Agreement for Collection and recycling under this Agreement which are segregated from Solid Waste by the Customer at the source of generation and set out for Collection. Recyclables include those materials defined by COUNTY, including newsprint (including inserts, coupons and store advertisements); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, milk and juice cartons, office ledger paper, legal pad backing, shoeboxes and telephone books); glass containers, (including brown, clear blue and green glass bottles and jars); aluminum, (including beverage containers and foil products); small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including “tin” cans, aerosol cans (empty, non-toxic products) and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; all plastics (#1-7), except expanded Polystyrene (EPS); aseptic packaging; textiles; dry cell household batteries when placed on the Recyclables Cart in a sealed heavy-duty plastic bag; and those materials as may be added in accordance with Section 19 of this Agreement. This list of Recyclables is subject to change based on what is accepted at the Recyclables Processing Facilities.
- 1.79. **Recyclables Processing Facility.** Any facility selected by CONTRACTOR, and approved by COUNTY, that is designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclables, scrap metal, wood, asphalt, concrete and other inert materials for sale or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreements with the Salinas Valley Solid Waste Authority or the Monterey Regional Waste Management District.
- 1.80. **Recyclables Processing and Marketing.** Recycling, including, but not limited to the receipt, storage, sorting, cleansing, treating, bailing, shipping, and/or reconstituting of Recyclables including Recyclables recovered from the Solid Waste stream, at a facility which has adequate capacity to process the Recyclables Collected pursuant to this Agreement, and to return those Recyclables to the economic mainstream in a form that meets the requirements for greatest marketability. Without limiting the foregoing, Recyclables Processing and Marketing includes the pursuit and/or creation of markets for processed Recyclables in accordance with the provisions of this Agreement and plans submitted hereunder.
- 1.81. **Residential Dwelling.** A Single Family Dwelling or Multi-Family Dwelling.
- 1.82. **Roll-Off Container.** A metal Container of between ten (10) and fifty (50) cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility. A Roll-Off Container may be open topped or enclosed with or without a compaction unit.
- 1.83. **Roll-Off Collection Services.** The service provided to Customers for the Collection of discarded material using a Roll-Off Container, as described in Section 8.

- 1.84. **Roll-Out Collection Services.** The provision of SFD Collection Services to those Customers requiring or requesting that Collection occur at an on-premises site instead of at the curb or roadway.
- 1.85. **Salinas Valley Solid Waste Authority (SVSWA).** That portion of the Service Area as set forth in Exhibit 6.
- 1.86. **SB 1383** means Senate Bill 1383 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7 and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in statewide effort to reduce emissions of short-lived climate pollutants. For purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle that created Chapter 12 of 14 CCR and amended portions of regulations of 14 CCR and 27 CCR.
- 1.87. **Self-Haul Customer.** A Generator of Solid Waste, Recyclables, Organic Waste, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris within the COUNTY'S jurisdiction who delivers materials to a facility permitted to accept the material rather than to CONTRACTOR.
- 1.88. **Service Area.** The unincorporated areas of the County of Monterey, California and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the term of this Agreement.
- 1.89. **Service Commencement Date.** January 1, 2025.
- 1.90. **SFD Collection Service.** SFD Solid Waste Collection Service, SFD Recyclables Collection Service, SFD Organic Waste Collection Service, On-Call Collection Service and Used Oil Collection Service. All SFD premises in the COUNTY shall have Solid Waste, Recyclables and Organic Waste Collection Services unless an exception under this Agreement applies.
- 1.91. **SFD Customer.** A Single-Family Dwelling, or a Multi-Family Dwelling wherein each individual Dwelling Unit subscribes for the set-out and accumulation of Solid Waste through the use of non-shared Carts.
- 1.92. **SFD Organic Waste Collection Service.** Collection of Organic Waste from SFD Customers in the Service Area and the delivery of the Organic Waste to the appropriate Organic Waste Processing Facility.
- 1.93. **SFD Recyclables Collection Service.** Collection of Recyclables from SFD Customers in the Service Area, the delivery of the Recyclables to the appropriate Recyclables Processing Facility and the processing and marketing of the Recyclables.
- 1.94. **SFD Solid Waste Collection Service.** Collection of Solid Waste from SFD Customers in the Service Area and the delivery of the Solid Waste to the appropriate Disposal Facility.
- 1.95. **Single Family Dwelling or SFD.** A detached Dwelling Unit with individual (not shared with other Dwelling Units) Collection Services. As such, the Single Family Dwelling will receive Containers for its own use (not other Dwelling Units) and will have an individual account with CONTRACTOR.

- 1.96. **Solid Waste.** Except as provided below, "Solid Waste" means all "Solid Waste" as defined in California Public Resources Code Section 40191, as that Section may be amended from time to time, and as defined in Section 10.41.010 of the Monterey County Code, as that Section may be amended from time to time, which is generated within the COUNTY. "Solid Waste" also means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded wastes, but does not include abandoned vehicles, Hazardous Waste or other Unacceptable Waste. "Solid Waste" may include Recyclables, Organic Waste, Bulky Items and Construction and Demolition Debris if such materials are not source separated from other "Solid Waste" at the site of generation or Collected for Recycling, Composting, processing and marketing.
- 1.97. **Special Services.** Waste collection services that are not Collection Services, and therefore outside the scope of this Agreement.
- 1.98. **Subcontractor.** Any Person, firm, or entity hired by CONTRACTOR to carry out any of CONTRACTOR'S duties under this Agreement.
- 1.99. **SVSWA Construction and Demolition Debris Processing Facility.** Any facility located within the boundaries of the SVSWA, designated by CONTRACTOR and approved by COUNTY for the receipt, storage, and processing of Construction and Demolition Debris or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.
- 1.100. **SVSWA Disposal Facility.** The Johnson Canyon Landfill located at 31400 Johnson Canyon Road, approximately 2.5 miles east of Gonzales, the Recycling Center at Madison Lane located at 1104 Madison Lane, Salinas, and the Jolon Road Transfer Station located 52654 Jolon Road, King City, and such other facilities as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.
- 1.101. **SVSWA Organic Waste Processing Facility.** Any facility located within the boundaries of the SVSWA, selected by CONTRACTOR and approved by COUNTY that is designed, operated and legally permitted for the purpose of receiving and processing Organic Waste or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the SVSWA.
- 1.102. **Temporary Collection Service.** Collection of material on a temporary or irregular basis, using CONTRACTOR-provided Bins or Roll-Off Containers, as set forth in Section 8 of this Agreement.
- 1.103. **Tier One Commercial Edible Food Generators** means a Commercial Edible Food Generator that is one of the following: (a) Supermarket; (b) grocery store with total facility size equal or greater than 10,000 square feet; (c) food service provider; (d) Food Distributor; and (e) wholesale food vendor.
- 1.104. **Tier Two Commercial Edible Food Generators** means a Commercial Edible Food Generator that is one of the following: (a) restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet; (b) hotel with an on-site food facility and 200 or more rooms; (c) health facility with an on-site food facility and 100 or more beds; (d) Large Venue; (e) Large Event; (f) a State agency with a cafeteria with

250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet;
(g) a local education agency with an on-site food facility.

- 1.105. **Unacceptable Waste.** Any and all waste, including but not limited to Hazardous Waste, the acceptance or handling of which would cause a violation of any permit condition or legal or regulatory requirement, damage or threatened damage to CONTRACTOR'S equipment or facilities, or present a substantial endangerment to the health or safety of the public or CONTRACTOR'S employees; provided, that de minimis quantities or waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, recycling, treatment, and Disposal of household Hazardous Waste in compliance with Sections 41500 and 41802 of the California Public Resources Code shall not constitute Unacceptable Waste. Unacceptable Waste does not include Used Oil, Used Oil Filters, or household batteries when placed for Collection as set forth in this Agreement or as otherwise directed by COUNTY.
- 1.106. **Universal Waste.** Discarded materials that the California Department of Toxic Substances Control considers Universal Waste, including materials such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans, and certain mercury-containing devices.
- 1.107. **Used Oil.** Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the Single-Family Dwelling wherein the Used Oil is Collected. Used Oil does not include transmission fluid.
- 1.108. **Used Oil Collection Service.** The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by CONTRACTOR, from SFD Customers in the Service Area utilizing Used Oil and Used Oil Filter Containers for the accumulation and setout of Used Oil and Used Oil Filters and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Agreement.
- 1.109. **Used Oil Container.** A plain plastic container provided by COUNTY or CONTRACTOR, as set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Oil Container.
- 1.110. **Used Oil Filter.** Any oil filter that is no longer useful to the SFD Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the Single- Family Dwelling wherein the Used Oil Filter is Collected.
- 1.111. **Used Oil Filter Container.** A sealable container provided by COUNTY or CONTRACTOR, as set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil Filter Container.
- 1.112. **White Goods.** Discarded household appliances such as washers, dryers, refrigerators, stoves, water heaters, freezers, small air conditioning units, and other similar items.
- 1.113. **Work Day.** Any day, Monday through Saturday, that is not a holiday as set forth in

Section 3.9 of this Agreement.

2. TERM AND SCOPE OF FRANCHISE.

2.1. **Term of Agreement.** The initial term of this Agreement shall be for a period commencing on January 1, 2025, and terminating at midnight on January 1, 2035. The term of this Agreement may be extended by one (1) five (5) year period, with such five (5) year period being agreed upon in writing by the parties. COUNTY'S decision whether to agree to extend the Agreement shall be at its sole discretion.

2.2. **Grant of Exclusive Franchise.** Subject to the requirements, conditions and exceptions set forth in this Agreement and Exhibits, COUNTY hereby grants to CONTRACTOR during the term of this Agreement the exclusive franchise, right, privilege, and duty to provide Collection Services in the COUNTY.

2.3. Limitations to Scope of Exclusive Franchise.

2.3.1. Nothing in this Agreement shall require that Collection Services be received by COUNTY facilities, or any entity governed by the Board; the State of California; any school district; or any entity that is excluded by Applicable Law from the obligation to receive Collection Services set forth herein.

2.3.2. Nothing in this Agreement shall limit the right of any Person to donate or sell his or her Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Christmas trees, Used Oil and Used Oil Filters and/or Construction and Demolition Debris to someone other than CONTRACTOR, provided such donation or sale may not result in the Person making a net payment for such services. Similarly, pursuant to Chapter 10.41 of the Monterey County Code, nothing in this Agreement shall limit the right of any Person to haul the Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's Christmas trees, Used Oil and Used Oil Filters and Construction and Demolition Debris he or she generates on his or her own premises to a facility that holds all applicable permits required per federal law, state law and/or County Code.

2.3.3. Notwithstanding CONTRACTOR'S rights under this Agreement as described above, the following materials may be Collected by Persons other than CONTRACTOR:

2.3.3.1. Construction and Demolition Debris that is removed from a premises by a licensed contractor as an incidental part of a total construction, remodeling, or demolition service offered by that contractor, rather than as a separately contracted or subcontracted hauling service; or

2.3.3.2. Green Waste that is removed from SFD, MFD or Commercial premises by a contractor as an incidental part of a total gardening or landscaping service offered by that contractor, rather than as a separately contracted or subcontracted hauling service;

2.3.3.3. Composted at the site where it is generated (e.g., backyard composting);

2.3.3.4. Bulky Items, E-Waste, CED'S or U-Waste that are removed from a premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;

- 2.3.3.5. Animal remains and grease waste Collected for use as tallow;
 - 2.3.3.6. Animal waste Collected for use as a soil amendment;
 - 2.3.3.7. Recyclables which CONTRACTOR is not required to Collect and process under this Agreement as of the effective date of this Agreement which subsequently, in COUNTY'S reasonable judgment, become economically feasible to recycle. In such event, CONTRACTOR shall have the exclusive right to Collect and process such new Recyclables if CONTRACTOR agrees to do so without any change in rates. If CONTRACTOR is unwilling to provide service for such new Recyclables at existing rates, COUNTY may provide for Collection and processing of new Recyclables in any manner it deems appropriate.
 - 2.3.3.8. Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq., California Public Resources Code, as such statute may be amended from time to time;
 - 2.3.3.9. Hazardous Waste regardless of its source;
 - 2.3.3.10. By-products of sewage treatment, including sludge, grit, and screenings;
 - 2.3.3.11. Abandoned Solid Waste discarded on public roads, right of ways and public parking lots in the Service Area. The County Code does not prohibit persons from scavenging or picking up abandoned Solid Waste;
 - 2.3.3.12. Exemptions as listed and detailed from time to time in federal and state law, or County Code, and subject to Section 22 of this Agreement; or
 - 2.3.3.13. The provisions allowing COUNTY to provide for Collection, processing and Disposal as specified elsewhere in this Agreement.
- 2.4. **Excluded Services.** CONTRACTOR acknowledges and agrees that COUNTY may permit other persons besides CONTRACTOR to Collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of CONTRACTOR.
- 2.5. **Legal Limitations.** This grant to CONTRACTOR of rights, privileges, and duties shall be interpreted to be consistent with federal and state law and County Code in effect now and during the term of this Agreement. In the event future interpretations of current law, or enactment of new laws limit the ability of COUNTY to lawfully provide for the scope of franchise, rights, privileges, and duties specifically set forth herein, CONTRACTOR agrees the scope will be limited to that scope which may be lawfully provided for under this Agreement, and, except as otherwise provided in Section 11.20, COUNTY shall not be responsible for any lost profits claimed by CONTRACTOR to arise out of further limitations of the scope as set forth herein. In such event, it shall be the responsibility of CONTRACTOR to minimize the financial impact to other services being provided as much as commercially feasible.
3. **SERVICE STANDARDS.**
- 3.1. **Service Standards.** CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of Collection,

except as provided in this Agreement.

- 3.2. **Mandatory Franchise Service.** CONTRACTOR will provide Collection Service at each premise located in the Service Area, unless that premise is expressly exempted from mandatory service under Section 2.3 above and Section 10.41.030 of the County Code.
- 3.3. **Collection Service Commencement.** CONTRACTOR will begin providing Collection Services under this Agreement on January 1, 2025.
- 3.4. **Hours and Days of Collection.**
 - 3.4.1. SFD and MFD Collection Services shall be provided commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday, with no service on Saturday or Sunday, except as provided in Section 3.9 of this Agreement. The hours, days, or both, of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator. Collection Services are not required on Saturday but may be offered at CONTRACTOR's discretion.
 - 3.4.2. Commercial Collection Services shall be provided commencing no earlier than 4:00 a.m. and terminating no later than 10:00 p.m., Monday through Saturday, except Collection shall begin no earlier than 6:00 a.m. or end later than 6:00 p.m. within two hundred (200) feet of Single-Family Dwellings. The hours, days, or both, of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.
- 3.5. **Manner of Collection.** CONTRACTOR shall provide Collection Services with as little disturbance as possible and shall leave any Container in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.
- 3.6. **Roll-out and Push Service.** If CONTRACTOR determines that the set-out location for Containers is Difficult to Serve, then CONTRACTOR may provide its choice of either Roll-Out Collection Service to Customers using Carts, or push services to Customers using Bins, for the surcharge listed on Exhibit 1, Rate Schedule.
- 3.7. **Containers.**
 - 3.7.1. **Purchase and Distribution of Carts, Bins and Roll-Off Containers.** CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional new Carts, new or well-maintained Bins, and new or well-maintained Roll-Off Containers as required to Customers in the Service Area; Containers in use prior to this Agreement may continue to be used. CONTRACTOR shall also distribute Carts, Bins and Roll-Off Containers as required to new Customers that are added to the Service Area during the term of this Agreement. The distribution shall be completed within five (5) Work Days of receipt of notification from COUNTY or the Customer, or the Customer's next service date, whichever is later.
 - 3.7.2. **Replacement of Containers.**
 - 3.7.2.1. CONTRACTOR'S employees shall take care to prevent damage to Containers by unnecessary rough treatment. However, any Container damaged by CONTRACTOR shall be replaced by CONTRACTOR, at CONTRACTOR'S expense, within five (5) Work Days of receipt of notification

from COUNTY or the Customer, or the Customer's next service date, whichever is later, at no cost or inconvenience to the Customer.

3.7.2.2. Upon notification to CONTRACTOR by COUNTY or a Customer that a Customer's Container is faulty, has worn out, or has been stolen or damaged beyond repair through no fault of the Customer, CONTRACTOR shall deliver a replacement Container to such Customer no later than the next regularly scheduled Collection day or five (5) Work Days. There shall be no charge to the Customer for such replacement Containers.

3.7.2.3. Where a Container needs to be repaired or replaced due to the fault of the Customer, CONTRACTOR shall be compensated by the Customer for the cost of repair or replacement, as appropriate, as set forth in Exhibit 1 which is attached to and included in this Agreement or as may be adjusted under the terms of this Agreement.

3.7.3.Repair of Containers. CONTRACTOR shall be responsible for repair of Containers no later than the next regularly scheduled Collection day, or five Work Days, after notification of the need for such repairs. The cost of such repairs will be determined as set forth above.

3.7.4.Lock. Within one (1) week of receipt of the request, CONTRACTOR will provide a lock on a Bin for the surcharge listed in Exhibit 1. Alternatively, Customers may provide CONTRACTOR-approved locks.

3.7.5.Cart or Bin Exchange. Upon notification to CONTRACTOR by COUNTY, or a Customer, that a change in the size or number of Carts or Bins is required, CONTRACTOR shall deliver such Carts or Bins to such Customer within five (5) Work Days. Each SFD Customer shall be entitled to receive one (1) free Solid Waste Cart exchange, one (1) free Recyclables Cart exchange and one (1) free Organic Waste Cart exchange per Agreement Year during the term of this Agreement. Each MFD or Commercial Customer shall be entitled to receive one (1) free service exchange, per Agreement Year during the term of this Agreement. For the purposes of this Section, a service exchange represents the exchange of as few as one (1) and as many as the total number of Bins and Carts provided by CONTRACTOR and utilized by the Customer. Accordingly, CONTRACTOR shall be compensated for the cost of those exchanges in excess of the limitations set forth herein per Agreement Year, in accordance with the Cart or Bin Exchange service rate as set forth in Exhibit 1 of this Agreement.

3.7.6.Ownership of Carts. Ownership of Carts shall rest with CONTRACTOR, except that ownership of Carts in the possession of a Customer at the end of this Agreement shall rest with COUNTY. At its sole discretion, COUNTY may elect not to exercise its rights with regards to this Section and in such case the Carts shall remain the property of CONTRACTOR upon termination of this Agreement. In this event CONTRACTOR shall be responsible for removing all Carts in service from the Service Area and reusing or Recycling such Carts. In addition, in the case of the termination of this Agreement prior to the expiration of the initial term or optional extension term(s) due to the default of CONTRACTOR as set forth in Section 24 of this Agreement, COUNTY shall have the right to take possession of the Carts and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall

not be limited and regardless of the time of possession, there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon the receipt of written notice from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Carts, including their locations.

- 3.7.7. **Ownership of Bins and Roll-Off Containers.** Ownership of Bins and Roll-Off Containers distributed by CONTRACTOR shall rest with CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension term due to the default of CONTRACTOR as set forth in Section 24 of this Agreement. Under such circumstances, COUNTY shall have the right to take possession of the Bins and Roll-Off Containers and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon receipt of a written request from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Bins and Roll-Off Containers, including their locations.
- 3.7.8. **Compactor Equipment.** Compactor equipment may be owned by the Customer or leased from CONTRACTOR or any other source, provided the Compactor Container is compatible with CONTRACTOR'S Collection vehicles.
- 3.7.9. Customers may not, itself or by using a company other than CONTRACTOR, compact any materials in CONTRACTOR-provided Containers.
- 3.8. **Labor and Equipment.** CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall at all times 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 shall be provided or paid to CONTRACTOR by COUNTY or by any Customer except as expressly provided by this Agreement.
- 3.9. **Holiday Service.** CONTRACTOR shall not be required to provide Collection Services or maintain office hours on the following designated holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. 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 Collection Services being performed on Saturday. MFD and Commercial Collection Services shall be adjusted as agreed between CONTRACTOR and the Customer but must meet the minimum frequency requirement of one (1) time per week.
- 3.10. **Used Oil and Used Oil Filter Containers.** CONTRACTOR will provide to SFD Customers at no additional charge to SFD Customer, Used Oil and Used Oil Filter Containers in design, function and material specifications approved by the COUNTY. CONTRACTOR will not receive additional compensation for this service.
- 3.11. **Contamination (Recyclables and Organic Waste).**
 - 3.11.1. Where CONTRACTOR documents that a particular Customer has Contamination, CONTRACTOR shall collect the offending Container, where it can be done safely,

and provide a written notice (can be digital) to the Customer with the following information (a "Violation Notice"):

- 3.11.1.1. Date of the offense;
- 3.11.1.2. Description of the offense;
- 3.11.1.3. If available, a photograph or video (or link to photograph or video);
- 3.11.1.4. A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials;and
- 3.11.1.5. A website to obtain additional information and/or receive responses to questions the Customer may have.

3.11.2. First Three Occurrences During A Twelve Month Period, Per Material Type (i.e., Recyclables or Organic Waste). CONTRACTOR shall service Containers with Contamination except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided.

3.11.3. Fourth and Subsequent Occurrences During A Twelve Month Period, Per Material Type. CONTRACTOR may opt to not collect Recyclables or Organic Waste Containers with Contamination; in such event, CONTRACTOR may collect the Container as Solid Waste, and an additional fee will apply. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided. Additionally, CONTRACTOR may, at its discretion, increase the Customer's Solid Waste service level (i.e., more frequent collection and/or larger or additional Solid Waste Container(s)), and bill the Customer for such increased service level. CONTRACTOR may increase the Customer's Solid Waste service level more than once if instances of Contamination persist after previous service level increases. Customers that have received increased Solid Waste service level pursuant to this Section may contact CONTRACTOR to request that their Solid Waste service level be reduced. CONTRACTOR shall not unreasonably withhold such request. CONTRACTOR may deny such request if the Customer has had an incident of Contamination within the last six months.

3.12. **Overage.**

3.12.1. For purposes of this Agreement, "Overage" exists when a Solid Waste, Recyclables or Organic Waste Container lid is lifted by at least six inches or would be lifted by at least six inches if lowered. Overage does not include material laying on the ground, and CONTRACTOR is not required to collect such material.

3.12.2. First Three Occurrences During A Twelve Month Period, Per Material Type (i.e., Solid Waste, Recyclables or Organic Waste). CONTRACTOR shall service Containers with Overage except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided.

3.12.3. Fourth and Subsequent Occurrences During A Twelve Month Period, Per Material Type. CONTRACTOR shall service Containers with Overage except where there is visible Unacceptable Waste. CONTRACTOR shall send a Violation Notice if such Customer contact information has been provided. Additionally, CONTRACTOR may, at its discretion, increase the Customer's Solid Waste, Recyclables or Organic Waste, as applicable, service level (i.e., more frequent collection and/or larger or

additional Container(s)), and bill the Customer for such increased service level. CONTRACTOR may increase the Customer's Container service level more than once if instances of Overage persist after previous service level increases. Customers that have received an increased service level pursuant to this Section may contact CONTRACTOR to request that their Container service level be reduced. CONTRACTOR shall not unreasonably withhold such request. CONTRACTOR may deny such request if the Customer has had an incident of Overage within the last six months.

3.13. **Inspections.** COUNTY shall have the right to inspect CONTRACTOR'S facilities or Collection vehicles used in the provision of Collection Services under this Agreement and their contents at any time while operating inside or outside the Service Area.

3.14. **Commingling of Materials.**

3.14.1. **Solid Waste, Organic Waste, and Recyclables.** CONTRACTOR shall not commingle Solid Waste Collected pursuant to this Agreement, with any Organic Waste, or Recyclables separated for Collection pursuant to this Agreement prior to delivery to the appropriate facility without the express prior written authorization of the Contract Administrator.

3.14.2. **Solid Waste Collected in Service Area.** CONTRACTOR shall not commingle any Solid Waste Collected pursuant to this Agreement with any other material Collected by CONTRACTOR outside the Service Area prior to delivery to the Disposal Facility as appropriate, unless CONTRACTOR has provided written documentation, in a form that is satisfactory to the Contract Administrator, explaining how the mixed material will be allocated to the jurisdiction(s) of origin and CONTRACTOR has received express, written consent from the Contract Administrator.

3.14.3. **Organic Waste.** CONTRACTOR shall not commingle Organic Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Organic Waste Processing Facility without the express prior written authorization of the Contract Administrator.

3.14.4. **Recyclables.** CONTRACTOR shall not commingle Recyclables Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Recyclables Processing Facility without the express prior written authorization of the Contract Administrator.

3.14.5. **Material Separation.** Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall not be mixed together in CONTRACTOR'S Collection equipment unless such material has been deemed contaminated in which case it shall be Collected as Solid Waste. Each category of material Collected shall be kept separated according to type or classification except for such material as has been deemed contaminated which shall be classified as Solid Waste.

3.15. **Spillage and Litter.** CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. CONTRACTOR shall 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 vehicle. CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to

prevent spilling or dropping of Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

3.15.1. CONTRACTOR will maintain a log of fluid spills that indicates the material spilled, quantity and remedial actions taken. CONTRACTOR will immediately report any spills entering or endangering any waterway or storm drain or any spill of forty- two (42) gallons or more to the State Office of Emergency Service (OES) as required by law.

3.15.2. CONTRACTOR shall not be responsible for cleaning up un-sanitary conditions caused by the carelessness of the Customer; however, CONTRACTOR shall clean up any material or residue that is spilled or scattered by CONTRACTOR or its employees.

3.15.3. CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within four (4) hours of spilling or dropping any material or residue, or within four (4) hours upon notice from Customer or the Contract Administrator.

3.15.4. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorbent material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.15.5. In the event where damage to public streets within the Service Area is the result of a hydraulic oil spill caused by CONTRACTOR, CONTRACTOR shall be responsible for all repairs to return the street to the same condition it was in prior to the spill. CONTRACTOR shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the Contract Administrator and at no cost to COUNTY.

3.16. **Ownership of Materials.** Title to Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall pass to CONTRACTOR at such time as said materials are placed in CONTRACTOR'S Collection Container and the Container is set out for Collection. Title to material Collected as part of the COUNTY Clean-up Service as set forth in Section 9.4 shall pass to CONTRACTOR at the time the material is placed in the Roll-Off Container or other Collection vehicle or Container approved for use. Nothing in this Agreement shall require CONTRACTOR to take title to Unacceptable Waste.

3.16.1. **Hazardous Waste.** Under no circumstances shall CONTRACTOR'S employees knowingly Collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous Waste, from a Collection Container. If CONTRACTOR determines that material placed in any Container for Collection is Hazardous Waste, or other material that may not legally be accepted at the Disposal Facility or one of the processing facilities, or presents a hazard to CONTRACTOR'S employees, CONTRACTOR shall refuse to accept such material. The Generator shall be contacted by CONTRACTOR and requested to arrange for proper Disposal. If Hazardous Waste is found in a Collection Container that poses an imminent danger to people or property,

CONTRACTOR shall immediately notify the Monterey

County Health Department Hazardous Materials Management Services.

- 3.16.2. If Hazardous Waste is identified at the time of delivery to the Disposal Facility or one of the processing facilities, and such Hazardous Materials has not been commingled with other material, CONTRACTOR shall be solely responsible for handling and arranging lawful transport and disposition of the Hazardous Waste if the Generator cannot be identified.
- 3.17. **Regulations and Record Keeping.** CONTRACTOR shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at CONTRACTOR'S facility.
- 3.18. **Property Damage.** CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection Services and caused by the CONTRACTOR.
- 3.19. **Unsafe Collection Conditions.** In the event CONTRACTOR believes that it is unsafe to provide Collection Services to a Customer, CONTRACTOR shall notify the Contract Administrator of the name and address of the Customer and the conditions which make the provision of Collection Services unsafe. Pursuant to County Code, the Director of Health shall perform such review as is deemed necessary and except in those instances where the conditions can be mitigated to the satisfaction of CONTRACTOR, shall take the appropriate steps to have the Customer exempted from mandatory Collection Service. CONTRACTOR shall not be obligated to provide Collection Services to the Customer until the unsafe condition(s) is/are resolved.
4. **SB 1383 - Inspection and Enforcement.**
 - 4.1. **Annual Compliance Reviews.**
 - 4.1.1. General. CONTRACTOR shall perform compliance reviews described in this Section commencing January 1, 2025, and at least annually thereafter, unless otherwise noted.
 - 4.1.2. Commercial Generator Compliance Reviews. CONTRACTOR shall complete a compliance review of all Multi-Family Dwelling and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Green Waste, to determine their compliance with (1) Generator requirements under the COUNTY's Collection programs; and (2) if applicable for the Generator, Self- Hauling requirements pursuant to 14 CCR Section 18988.3 and each COUNTY's Code, including whether a Multi-Family Dwelling or Commercial business is complying through Back-Hauling, Organic Waste Container and/or Recyclables Container Waste. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require an on-site observation of services. However, the COUNTY may request that the CONTRACTOR perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.
 - 4.1.3. Annual Hauler Route Review. Beginning April 1, 2025, and annually thereafter, the CONTRACTOR shall conduct annual hauler route reviews of Commercial, Multi-Family Dwelling and Residential Generators for compliance with the COUNTY's Solid Waste, Recyclables, and Organic Waste Collection programs and Container Contamination monitoring. These hauler route reviews may be performed concurrently with the contamination monitoring hauler route reviews,

provided that the CONTRACTOR documents a reasonable sampling of Generators for which compliance with the COUNTY's Collection program during the hauler route review was assessed.

- 4.2. **Generator Waiver Assessments.** CONTRACTOR shall verify Multi-Family Dwelling and Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver via "desk" review or on-site audit, as applicable.

- 4.3. **Compliance and Route Review Process.**

- 4.3.1. Number of Reviews. CONTRACTOR shall conduct a sufficient number of route reviews to adequately determine Customers' compliance with 14 CCR Section 18984.5(b). The number of route reviews and timeframe of such reviews shall be decided by CONTRACTOR, provided that the route reviews comply with 14 CCR Section 18984.5(b). The COUNTY has approved CONTRACTOR's use of its Smart TruckSM system, including contamination monitoring via digital/video monitoring to conduct such route reviews. COUNTY may require CONTRACTOR to prioritize compliance reviews of entities that the COUNTY determines are more likely to be out of compliance.

- 4.3.2. Non-Compliant Entities. When compliance reviews are performed by the CONTRACTOR pursuant to Section 4.1, CONTRACTOR shall provide educational materials in response to violations. CONTRACTOR shall provide these educational materials to the non-compliant Customers and Generators within twenty (20) days of determination of non-compliance or immediately upon determination of non-compliance, if such noncompliance is determined during an inspection or Hauler Route review. CONTRACTOR shall document the non-compliant Customers and Generators and the date and type of education materials provided and shall report such information to the COUNTY. Beginning January 1, 2026 the CONTRACTOR shall, in addition to providing the education materials described in this subsection, document non-compliant Customers and Generators determined through the CONTRACTOR's compliance reviews pursuant to 4.1 and shall report all Customers and Generators with violations of SB 1383 regulations to the COUNTY. COUNTY shall be responsible for subsequent enforcement action against the Generators.

- 4.3.3. Documentation of Inspection. CONTRACTOR shall generate a written and/or electronic record and maintain documentation of each inspection, hauler route reviews and compliance review, as applicable.

- 4.4. **Food Recovery Program.**

- 4.4.1. **General.** CONTRACTOR shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion or operation of Food Recovery efforts in the COUNTY.

- 4.4.2. **Tier One and Tier Two Commercial Edible Food Generators.** CONTRACTOR shall assist the COUNTY with identifying Tier One and Tier Two Commercial Edible Food Generators for the purpose of the Food Recovery program. CONTRACTOR shall provide the COUNTY with a list of Commercial Customers that qualify or appear to qualify as Tier One or Tier Two Commercial Edible Food Generators, as defined by this Agreement.

- 4.4.3.**Website Content.** No later than July 1, 2025, CONTRACTOR shall include Food Recovery program information on the CONTRACTOR's website.
- 4.5. **Generator Waiver Program Coordination.**
- 4.5.1.**General.** COUNTY may grant waivers described in this Section to Generators that impact the scope of CONTRACTOR's provisions of service for those Generators. Waivers issued shall be subject to compliance with 14 CCR Section 18984.11 or other requirements specified by COUNTY.
- 4.5.2.**CONTRACTOR Waiver Request on Behalf of Customer.** Upon reasonable belief that a Customer may qualify for a waiver allowed pursuant to COUNTY's Code, CONTRACTOR may submit a request for COUNTY to grant a waiver to the Customer in accordance with COUNTY's pre-approved application process. CONTRACTOR shall obtain each Customer's consent to the waiver application. COUNTY will review and approve or deny the waiver request. Upon COUNTY's request, CONTRACTOR may be required to upload each waiver application to a COUNTY designated web based software system.
- 4.5.3.**CONTRACTOR Review of Customer Waiver Request.** Generators may submit requests for de minimis waivers, physical space waivers, and Organic Waste Container Recycling waivers to the COUNTY. Upon COUNTY request, CONTRACTOR shall within fifteen (15) days review the waiver application of a Generator if the Generator is a Customer of the CONTRACTOR and, in such a case, shall assess the Customer(s)' Premises to verify the accuracy of the application.
- 4.5.4.**CONTRACTOR Change in Customer Service Levels.** If COUNTY grants a waiver to one of CONTRACTOR's Customers, COUNTY shall notify CONTRACTOR within seven (7) days of the waiver approval with information on the Customer and any changes to service level or service requirements. CONTRACTOR shall have seven (7) days to modify the Customer's service level and billing statements, as needed.
- 4.5.5.**Annual Verification and Record Keeping.** COUNTY shall verify that Customers that have been granted waivers are in compliance with such waivers. CONTRACTOR and COUNTY will be responsible for maintaining records of all Customers granted waivers pursuant to this Section. If COUNTY desires that CONTRACTOR be responsible for verifying Customer compliance with such waivers, the parties will and confer to negotiate an amendment to this Agreement regarding such compliance verification responsibilities.
- 4.6. MRWMD Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Disposal Facility.
- 4.7. SVSWA Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the SVSWA, shall be transported to the SVSWA Disposal Facility.
- 4.8. Recyclables Processing Facility. All Recyclables and Bulky Items that can be Recycled, Collected as a result of performing Collection Services, shall be delivered to the Recyclables Processing Facility.

- 4.9. MRWMD Organic Waste Processing Facility. All Organic Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Organic Waste Processing Facility.
- 4.10. SVSWA Organic Waste Processing Facility. All Organic Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Organic Waste Processing Facility.
- 4.11. MRWMD Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris Collected as the result of performing Collection Services within the boundaries of the MRWMD shall be transported to the MRWMD Construction and Demolition Debris Processing Facility.
- 4.12. SVSWA Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Construction and Demolition Debris Processing Facility.
- 4.13. Bulky Items Processing and Disposal. CONTRACTOR shall process and dispose of Bulky Items Collected from Customers pursuant to the terms of this Agreement in accordance with the following hierarchy: (a) Recycle; or (b) Disposal.
 - 4.13.1. CONTRACTOR shall not landfill such Bulky Items unless the Bulky Items cannot be reused or recycled.
 - 4.13.2. Bulky Items Containing Freon. In the event CONTRACTOR Collects Bulky Items that contain Freon, CONTRACTOR shall handle such Bulky Items in a manner such that the Bulky Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations.
- 4.14. Disposal of Recyclables or Organic Waste. CONTRACTOR shall not deliver source separated Recyclables or Organic Waste to a Disposal Facility, except residue or contaminated containers/loads, without the express written permission of the Contract Administrator.
- 4.15. Used Oil Processing. CONTRACTOR shall recycle all Used Oil and Used Oil Filters Collected pursuant to this Agreement to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.
 - 4.15.1. CONTRACTOR shall recycle Used Oil only with persons who are authorized by the State of California to recycle Used Oil. In the event the Used Oil and Used Oil Filters Collected pursuant to this Agreement are contaminated to the extent that the Used Oil and Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Oil and Used Oil Filters at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.
- 4.16. Alternate Facilities. CONTRACTOR may deliver materials collected under this Agreement to facilities other than those specified above based on Force Majeure events, provided such provisional use of alternative facilities is approved by the Contract Administrator in writing. COUNTY will not delay or unreasonably withhold such approval.
5. **SFD Collection Services.**

- 5.1. Default Capacity. CONTRACTOR shall provide each SFD Customer with one (1) 35 gallon Solid Waste Cart, one (1) 64 gallon (or if requested by Customer, 96 gallon) Recyclables Cart, and one (1) 64 gallon (or if requested by Customer, 96 gallon) Organic Waste Cart.
- 5.2. Conditions of Service. CONTRACTOR shall provide SFD Collection Service to all SFD Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed at the curb or in the location otherwise agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR'S Collection crew and vehicle.
- 5.3. Roll-Out Collection Service.
 - 5.3.1. Non-Subscription Roll-Out Collection Service. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR shall provide non- subscription Roll-Out Collection Service to a SFD Customer if a Customer residing therein has provided documentation, in a manner satisfactory to CONTRACTOR that all individuals over the age of twelve (12) residing in the Customers residence:
 - 1) have handicapped status recognized by the California Department of Motor Vehicles; and 2) are functionally unable to place their Solid Waste, Recyclables, and Organic Waste Carts at the curb for Collection. In addition, COUNTY may direct CONTRACTOR to provide non-subscription Roll-out Collection Service to Customers who meet the criteria set by COUNTY. No additional monies shall be due to CONTRACTOR for the provision of non-subscription Roll-Out Collection Service.
 - 5.3.2. Subscription Roll-Out Collection Service. CONTRACTOR shall provide Roll-Out Collection Service to a SFD Customer if requested by the Customer for their convenience. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1 for subscription Roll-Out Collection Service.
 - 5.3.3. Collection Day. CONTRACTOR shall provide subscription and non-subscription Roll-Out Collection Service on the same Work Day that curbside Collection would otherwise be provided to the SFD Customer.
- 5.4. Frequency and Scheduling of Service. Except as set forth in Section 5.7, SFD Collection Services shall be provided one (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Customer receives Solid Waste Collection Service, Recyclables Collection Service, Organic Waste Collection Service, and Used Oil Collection Service on the same Work Day.
- 5.5. Non-Collection. Except as set forth in Section 5.7, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste that is not placed in a Cart. CONTRACTOR shall also not be required to Collect Carts whose weight is more than 200 pounds. In the event of non-collection due to a Container being overweight, CONTRACTOR shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.
- 5.6. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that provided by the default Cart capacity, CONTRACTOR shall be compensated for the provision of those additional Carts in accordance with the Rate Schedule set forth in Exhibit 1.

5.7. On-Call Collection Service. This service shall be provided one (1) time per full or partial Calendar Year at no additional charge to the Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the additional on-call service rate as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

5.7.1.General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all SFD Customers in the Service Area whose material has 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 Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

5.7.2.Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to up to five (5) Bulky Items.

5.7.3.Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's shall be placed in bags, boxes or containers (each will be considered a Bulky Item).

5.7.4.Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

5.7.5.Scheduling On-Call Collection Service. CONTRACTOR, when requested by Customer, shall provide each SFD Customer with On-Call Collection Service on the Customer's next regular Collection day or as agreed to between CONTRACTOR and Customer.

5.7.6.Non-Collection. In the event of non-collection, CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly Disposed of. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection service:

5.7.6.1. Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

5.7.6.2. Hazardous Waste, including anti-freeze;

5.7.6.3. Unacceptable Waste; or

5.7.6.4. Concrete, dirt, or tires.

5.7.7. During the first two weeks of January, CONTRACTOR will collect Christmas trees placed curbside as scheduled with the Customer.

5.8. Used Oil Collection Service. This service will be governed by the following terms and conditions:

5.8.1.Conditions of Service. CONTRACTOR shall provide Used Oil and Used Oil Filter Collection Service to all SFD Customers in the Service Area utilizing Used Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter Containers for the accumulation and set out of their Used Oil Filters where the Used Oil Containers and Used Oil Filter Containers 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 Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

5.8.2. Non-Collection. CONTRACTOR shall not be required to Collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the oil or filter. In the event of non-collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding sixteen (16) quarts, or two (2) Used Oil Filters.

5.8.3. Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles used to Collect Used Oil and shall cleanup any Used Oil that spills during Collection, which has leaked from the Used Oil or Used Oil Filter Container after setout but prior to Collection, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.

5.8.4. Used Oil and Used Oil Filter Containers. Upon receipt of a verbal request of County or a Customer, CONTRACTOR shall provide the SFD Customer at their residence with Used Oil Containers and Used Oil Filter Containers in the number requested by COUNTY or the Customer but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters. CONTRACTOR shall deliver said Containers no later than the Customer's next regularly scheduled Collection day.

5.8.4.1. At the time CONTRACTOR Collects Used Oil from a SFD Customer, CONTRACTOR shall leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re- use.

5.9. Intermittent Occupancy. Within one (1) week of a SFD Customer's request, CONTRACTOR will stop or start Collection at that Customer's residence which serves as the Customer's vacation or second home. The invoice for such intermittent service shall be pro-rated for the actual number of weeks CONTRACTOR provides Collection Service.

5.10. Battery Collection. CONTRACTOR shall, without charge or additional fees, collect used household batteries in a sealed plastic bag set out curbside by SFD Customers and placed on top of the Recyclables Container. CONTRACTOR shall provide SFD Customers instructions on how to properly dispose of batteries. CONTRACTOR shall use reasonable business efforts to properly recycle the Collected batteries.

6. **MFD Collection Services.**

6.1. Default Capacity. CONTRACTOR shall provide each MFD Customer with an amount and size of Solid Waste, Recyclables and Organic Waste Containers such that all Solid Waste, Recyclables and Organic Waste generated at such premises is adequately

separated and contained. The minimum total weekly capacity of Solid Waste Collection Services is equal to the number of Dwelling Units in the MFD multiplied by 35 gallons. The minimum total weekly capacity of Recyclables Collection Services is equal to the number of Dwelling Units in the MFD multiplied by 35 gallons. Customers shall have a capacity of Organic Waste Collection Services in order to comply with the requirements of Applicable Law. If a MFD Customer disagrees with CONTRACTOR's recommendation regarding the amount and size of Containers needed, or frequency of service, CONTRACTOR will refer the matter to the County and the County will make the final decision.

- 6.2. Conditions of Service. CONTRACTOR shall provide MFD Collection Service to all MFD Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed in the location agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR'S Collection crew and vehicle.
- 6.3. Size and Frequency of Service. Each service shall be provided on a schedule agreed by CONTRACTOR and the MFD Customer, but at least weekly. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.9 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Container (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, or Organic Waste need be placed outside the Container on a regular basis.
- 6.4. Non-Collection. Except as set forth in Section 6.6, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste from a MFD Customer that is not placed in a Container as appropriate or in a manner that is in excess of the Container capacity. In the event of non-collection, CONTRACTOR shall notify the Customer to discuss the reason for the non-collection. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.
- 6.5. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that currently provided, CONTRACTOR shall be compensated for the provision of those additional Containers in accordance with the Rate Schedule set forth in Exhibit 1.
- 6.6. On-Call Collection Service. This service is available on one day for each full or partial Calendar Year, at no charge, to each MFD Customer property (not for each Dwelling Unit). CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the "additional on-call service rate" as set forth in Exhibit 1. This service will be governed by the following terms and conditions:
 - 6.6.1. General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all MFD Customers in the Service Area whose material has been placed within at a location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.
 - 6.6.2. Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to the Collection of two (2) Bulky Items per Dwelling Unit in the MFD.
 - 6.6.3. Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's

shall be placed in bags, boxes or containers (each will be considered a Bulky Item).

6.6.4. Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the “excess on-call collection capacity” service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

6.6.5. Scheduling On-Call Collection Service. CONTRACTOR, when requested by the authorized representative of the MFD Customer, shall provide the MFD with On- Call Collection Service on the Customer’s next regular Collection day or as agreed to between CONTRACTOR and Customer.

6.6.6. Non-Collection. In the event of non-collection, CONTRACTOR shall notify the Customer explaining why Collection was not made and how the item may be properly disposed of. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection Service:

- 6.6.6.1. Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);
- 6.6.6.2. Hazardous Waste, including anti-freeze;
- 6.6.6.3. Unacceptable Waste;
- 6.6.6.4. Concrete;
- 6.6.6.5. Dirt; or
- 6.6.6.6. Tires.

6.6.7. In the month of January, On-Call Collection Services shall be suspended in order for CONTRACTOR to collect Christmas trees.

6.7. Customer Education: At least once annually, CONTRACTOR will send education materials to each MFD Customer. CONTRACTOR shall visit each MFD Customer upon request of the County or Customer, and where CONTRACTOR identifies a need based on the MFD Customer’s compliance with Applicable Law.

7. **Commercial Collection Services.**

7.1. Default Capacity. CONTRACTOR shall provide each Commercial Customer with an amount and size of Solid Waste, Recyclables and Organic Waste Containers such that all Solid Waste, Recyclables and Organic Waste generated at such premises is adequately separated and contained. If a Commercial Customer disagrees with CONTRACTOR’s recommendation regarding the amount and size of Containers needed, or frequency of service, CONTRACTOR will refer the matter the County and the County will make the final decision.

7.2. Conditions of Service. CONTRACTOR shall provide Commercial Collection Service to all Commercial Customers in the Service Area whose Solid Waste, Recyclables and Organic Waste are properly containerized, placed in the location agreed to by CONTRACTOR and Customer, and is safely and efficiently accessible to CONTRACTOR’S Collection crew and vehicle.

7.3. Size and Frequency of Service. Each service shall be provided on a schedule agreed by CONTRACTOR and the Commercial Customer, but at least weekly. However, in those

instances where the scheduled Collection day falls on a holiday as set forth in Section 3.9 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Container (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, or Organic Waste need be placed outside the Container on a regular basis.

- 7.4. Non-Collection. CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Organic Waste from a Commercial Customer that is not placed in a Container as appropriate or in a manner that is in excess of the Container capacity. In the event of non-collection, CONTRACTOR shall notify the Customer to discuss the reason for the non-collection. CONTRACTOR shall maintain a record of such notification during the term of this Agreement.
- 7.5. Additional Capacity. In the event a Customer requests Solid Waste, Recyclables or Organic Waste capacity in excess of that currently provided, CONTRACTOR shall be compensated for the provision of those additional Containers in accordance with the Rate Schedule set forth in Exhibit 1.
- 7.6. Customer Education: At least once annually, CONTRACTOR will send education materials to each Commercial Customer. CONTRACTOR shall visit each Commercial Customer upon request of the County or Customer, and where CONTRACTOR identifies a need based on the Commercial Customer's compliance with Applicable Law.

8. Roll-Off Collection Services and Temporary Collection Services.

- 8.1. Collection Services. Roll-Off Collection Services and Temporary Collection Services to be performed by CONTRACTOR shall include the following:
 - 8.1.1. Upon a Customer's request, CONTRACTOR shall deliver or pick-up Bin(s) and Roll-Off Container(s) in the capacity and number agreed upon between CONTRACTOR and Customer within two (2) Work Days of any Person's request. CONTRACTOR will Collect all Solid Waste, Recyclables, Organic Waste and Construction and Demolition Debris discarded in said Bin(s) or Roll-off Container(s) at the frequency requested by Customer. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1.
 - 8.1.2. Customers may keep Bins and Roll-Off Containers for five (5) Work Days, not counting the delivery and removal days. After five (5) Work Days, not counting the delivery and removal days, CONTRACTOR may charge the Customer a demurrage surcharge as set forth in Exhibit 1.
 - 8.1.3. Provision, maintenance, and replacement of all Containers and receptacles required for the provision of all Temporary Collection Services; and
 - 8.1.4. Transfer of Construction and Demolition Debris to the appropriate Construction and Demolition Debris Processing Facility designated under this Agreement for separation and processing.
 - 8.1.5. Customers may not mechanically compact materials in CONTRACTOR-provided Roll-Off Containers or Bins, except by use of CONTRACTOR-provided compaction equipment.
- 8.2. Processing of Construction and Demolition Debris.

- 8.2.1. All Construction and Demolition Debris Collected shall be visually inspected by CONTRACTOR to estimate if the load contains sixty-five (65) percent or more of divertible Construction and Demolition Debris. If so, the Construction and Demolition Debris shall be delivered to a Construction and Demolition Debris Processing Facility for the purpose of maximizing the rate of Diversion from the landfill.
- 8.3. Rates. The rates for Temporary Collection Services shall be as specified in the rate schedule set forth in Exhibit 1.
- 8.4. Records. CONTRACTOR will conduct proper record keeping ensure that the Construction and Demolition Debris materials are Diverted to the extent possible and the amount disposed and amount Diverted are properly recorded and reported.
9. **Other Services.**
- 9.1. Christmas Tree Collection. Except as set forth in Section 9.1.1, CONTRACTOR shall Collect Christmas trees from SFD Customers and MFD Customers within the Service Area during the first two weeks of each Calendar Year during the term of this Agreement at no additional charge to the Customer or to COUNTY. Christmas trees must be stripped of ornaments, garlands, tinsel, flocking and stands and shall be Collected at the curb or designated set out site. Regarding services to MFD Customers, the property manager will contact CONTRACTOR to schedule a Roll-Off Container, which will be delivered by CONTRACTOR and placed at a location agreed between CONTRACTOR and the property manager.
- 9.1.1. Contaminated Christmas Trees. Christmas trees that are not prepared as required above are not required to be Collected. In the event of non-collection CONTRACTOR shall notify the Customer explaining why Collection was not made and how the tree may be properly disposed of.
- 9.1.2. Diversion. CONTRACTOR shall Divert all Christmas trees that it Collects except for those that are contaminated.
- 9.2. Annual Roll-Off Collection Service Event for Employee Housing Sites. This event shall be provided one (1) time per full or partial Calendar Year at no additional charge to the Customer; this service is in addition to the Customer's normal Solid Waste, Recyclables and Organic Waste Collection Services. CONTRACTOR shall be compensated for providing additional Roll-Off Collection Service events more than one (1) time in any full or partial Calendar Year in accordance with the rates set forth in Exhibit 1. Annually, COUNTY will provide to CONTRACTOR a list of eligible Employee Housing Sites. This service will be governed by the following terms and conditions:
- 9.2.1. General Conditions of Service. CONTRACTOR shall provide Roll-Off Collection Service at a service level determined by CONTRACTOR, to Employee Housing sites identified annually by COUNTY in the Service Area, whose material has been placed in a CONTRACTOR provided Roll-Off Container in a location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.
- 9.2.2. Excess Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

9.2.3.Non-Collection. In the event of non-collection CONTRACTOR shall notify the Customer explaining why Collection was not made and how the material may be properly disposed of. CONTRACTOR shall not be required to Collect the following items as part of providing On-Call Collection Service to Employee Housing Customers:

- 9.2.3.1. Any single item that cannot be handled by two (2) people using a dolly
- 9.2.3.2. Universal Waste
- 9.2.3.3. Hazardous Waste, including anti-freeze;
- 9.2.3.4. Unacceptable Waste;
- 9.2.3.5. concrete;
- 9.2.3.6. dirt; or
- 9.2.3.7. tires.

9.2.4.Notice to Customers and Workers. If Roll-Off Collection Service is requested at least thirty (30) days prior to the Collection Day, CONTRACTOR and County will provide Employee Housing Customers with the following written information in English and Spanish:

- 9.2.4.1. (1) The specific date and approximate time, (2) educational materials encouraging Customers' workers to utilize the service (3) CONTRACTOR contact.
- 9.2.4.2. Such written material shall be provided to Customer in reasonable quantities as requested by Customer. CONTRACTOR shall not be responsible for the placement of the written materials at the Employee Housing site.

9.3. Participation in Central Coast Recycling Media Coalition (CCRMC). CONTRACTOR will regularly participate in activities of the CCRMC, including the following: attending meetings, helping develop media campaigns, contributing to subcommittee activities, and making an annual financial contribution of at least \$8,400, adjusted by the CPI (as defined in Exhibit 2) at the same time as the service rates under Section 11.12.

9.4. COUNTY Clean-Up Services.

9.4.1. Each full or partial Calendar Year during the term of this Agreement CONTRACTOR shall, at no charge to COUNTY, provide for a maximum 1,000 cubic yards of COUNTY Clean-up Service capacity.

9.4.2. CONTRACTOR shall, in response to the written request of the Contract Administrator, deliver and collect Roll-Off Containers for use in COUNTY clean-up programs. The Contract Administrator shall notify CONTRACTOR in writing not less than five (5) Work Days prior to the date of the service. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Roll-Off Containers, the location(s) for delivery, and the number of and size of the Roll-Off Containers to be delivered. CONTRACTOR shall transport and deliver the Collected materials to such facilities as are appropriate for the disposition of the Collected materials.

9.4.3. With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a COUNTY Clean-up Service event in a

vehicle or Container other than a Roll-Off Container. However, in the event CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, Diverted and Disposed (may be estimates) in a manner that is acceptable to COUNTY.

- 9.5. Large Venue Collection Service. CONTRACTOR shall provide for the Collection, transportation and processing or Disposal of Solid Waste and Recyclables at large venue type events each full or partial Calendar Year as requested by Customer. CONTRACTOR shall provide each large venue event Customer with such number of Solid Waste Bins or Roll-off Containers as requested and the appropriate volume of Recyclables Containers, and Organic Waste Containers, as applicable. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of Containers at the service rates as set forth in Exhibit 1 to this Agreement. For those events included in Exhibit 11, CONTRACTOR shall not be compensated.

9.5.1. Prior to providing these services at an event, CONTRACTOR will, upon request, meet with the event promoter to determine the best way to maximize diversion at the event. At Customer's request, CONTRACTOR shall provide effective means to differentiate Solid Waste from Recyclables and Organic Waste Containers. The event promoter is responsible for ensuring proper source-separation of materials generated at the event and that materials are placed in the proper Container provided by the CONTRACTOR. In the event CONTRACTOR determines that material in the Recyclables or Organic Waste Containers is contaminated to the extent that it should not be disposed of as Recyclables or Organic Waste, the contaminated Recyclables or Organic Waste shall be treated as Solid Waste. CONTRACTOR shall use its best judgment to determine when the Bins are to be emptied, except that Bins shall be emptied prior to overflowing or when in the opinion of the Contract Administrator they are creating a publicnuisance.

9.5.2. Additional Recyclables and Organic Waste Capacity. Upon request of a large venue Customer, CONTRACTOR shall provide additional Recyclables and Organic Waste capacity as requested. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of those additional Bins or Roll-off Containers in accordance with the Rate Schedule set forth in Exhibit 1. For those events included in Exhibit 11, CONTRACTOR shall not be compensated for the provision of additional Recyclables and Organic Waste capacity.

9.5.3. Modifications to Exhibit 11. Exhibit 11 may be modified as set forth in Section 19.11.

- 9.6. Abandoned Waste.

9.6.1. Each week, Monterey County Public Works Staff will collect waste abandoned alongside unincorporated County roads and may deliver it to Madison Lane (1120 Madison Lane, Salinas) and/or Jolon Road Transfer Station (52654 Jolon Road, King City 93930) during normal operational hours at no cost to County. The tonnage and divertible material will be accounted for by the scale house upon entrance to the transfer station and reported to the COUNTY as part of the monthly report submitted on the 20th of each month.

9.6.2. The amount of total waste accepted from both above-referenced locations is limited to a disposal cost of \$80,000.00 per year and shall be adjusted annually on

January 1st by the CPI. COUNTY and CONTRACTOR staff will monitor the program to ensure disposal costs do not exceed the prescribed amount. Should the disposal costs reach the limit set, CONTRACTOR will bill Monterey County Public Works for the additional disposal costs.

9.7. Community Drop Off Events.

9.7.1. CONTRACTOR shall provide the COUNTY six (6), one-day "Community Drop- Off Events" per year, on days agreed upon by COUNTY and the CONTRACTOR. For each event, CONTRACTOR shall provide Roll-Off Containers for the collection of Solid Waste, Green Waste, and Bulky Items from SFD Customers. The CONTRACTOR will work with the COUNTY to coordinate the event day at least one month in advance, and will be responsible for advertising the event at least two weeks in advance. The event will be monitored by CONTRACTOR and each Container will be removed and dumped at the end of the event. All materials will be delivered to the designated disposal/processing facility.

9.8. Emergency Services. In the event of a "Declared Emergency," the Contract Administrator may grant CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed.

9.8.1. Emergency Service Compensation. CONTRACTOR shall provide emergency services (i.e., special collections, transport, processing and disposal) at COUNTY'S request in the event of major accidents, disruptions, or natural calamities. CONTRACTOR shall be capable of providing emergency services within twenty- four (24) hours of notification by COUNTY or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services which exceed the scope of work under this Agreement and which are not compensated as special services in accordance with Exhibit 1, or through reimbursement by the Federal Emergency Management Agency (FEMA) shall be compensated through extraordinary rate review procedures as set forth in this Agreement.

9.8.2. Emergency Service Backup Plan. Except for the occurrence of strikes, lockouts and other labor disturbances, which are governed by the provision of Section 29 of this Agreement, CONTRACTOR shall implement an emergency service backup plan agreed upon by CONTRACTOR and COUNTY, if for any reason CONTRACTOR fails, or is unable for a period of forty-eight (48) hours to Collect and/or at any time to transport Solid Waste or any portion thereof to an appropriate facility and the County Director of Health determines there is danger to the public health, safety, or welfare.

9.8.3. Reporting. CONTRACTOR will cooperate with COUNTY, the State of California and federal agencies in filing information related to a regional, state or federal declared state of emergency or disaster as to which CONTRACTOR has provided Collection Services under this Section.

9.9. Recycling Coordinator. CONTRACTOR shall provide one (1) full-time equivalent (FTE) recycling coordinator whose time shall be dedicated full time to COUNTY during the term of the Agreement and whose function during normal business hours of each Work Day shall be to provide services related to meeting the diversion requirements of the

Agreement.

- 9.10. News Media Relations. CONTRACTOR shall notify the Contract Administrator by e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the Contract Administrator.

9.10.1. Copies of draft news releases or proposed trade journal sections related to the provision of Collection Services under this Agreement shall be submitted to COUNTY for prior review and approval at least five (5) Work 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 shall submit such materials to COUNTY simultaneously with CONTRACTOR'S submittal to such regulatory agency.

9.10.2. Copies of sections resulting from media interviews or news releases shall be provided to COUNTY within five (5) Work Days after publication.

- 9.11. Waste Generation and Characterization Studies. CONTRACTOR agrees to participate and cooperate with COUNTY and its agents in all Solid Waste generation and characterization studies conducted no more frequently than once each Agreement Year, at no cost to COUNTY, including modification of routes, separate Collection of an individual Customer's Solid Waste, and delivering targeted loads of Solid Waste to a location or locations designated by COUNTY.

- 9.12. Customer Satisfaction Surveys. The Contractor will distribute to Customers, at minimum once monthly at random, with an active email address on file, to participate in a digital survey. The survey focuses on core questions related to the customer's overall relationship with the CONTRACTOR, then expands into targeted questions regarding the customer's service experience with the CONTRACTOR. Upon request from the County, and in a format agreed upon by the County and CONTRACTOR, CONTRACTOR, at its expense, will send additional surveys relating to customer satisfaction and CONTRACTOR programs.

- 9.13. COUNTY Use of Contractor Materials. Reports, Customer education materials, and other information provided by CONTRACTOR to COUNTY under this Agreement may be used by COUNTY at its discretion, subject to CONTRACTOR's intellectual property rights.

- 9.14. Recycled Materials.

9.14.1. Supplies. CONTRACTOR will use reasonable business effort to purchase office supplies and all paper products with post-consumer recycled content.

9.14.2. Paper. CONTRACTOR will use paper having not less than 30% recycled paper content and 10% post-consumer recycled paper content for all correspondence with Customers (including Customer subscriptions billing, newsletters and notices) and COUNTY.

9.14.3. Recycled Content Policies. CONTRACTOR will use reasonable business efforts to comply with any recycled content procurement policy that COUNTY may adopt.

10. **Billing and Performance Reviews.**

- 10.1. Annual Performance and Billing Review. At COUNTY'S sole discretion, within thirty (30) days after written notification to CONTRACTOR, COUNTY may conduct an annual performance and billing review. The review will be performed by COUNTY or a qualified firm under contract with COUNTY. COUNTY shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from CONTRACTOR.
- 10.2. Purpose. The review shall be designed to meet the following objectives:
 - 10.2.1. Verify that Customer billing rates have been properly calculated and they correspond to the level of service received by the Customer.
 - 10.2.2. Verify that franchise fees, and other fees required under this Agreement have been properly calculated and paid to COUNTY.
 - 10.2.3. Verify CONTRACTOR'S compliance with the reporting requirements and performance standards of the Agreement.
 - 10.2.4. Verify the diversion percentages reported by CONTRACTOR.
- 10.3. Funding of the Performance and Billing Reviews. During the initial term of this Agreement as set forth in Section 2.1, CONTRACTOR shall be responsible for paying performance and billing reviews costs in the amount of **Seventy Thousand Dollars (\$70,000.00)**, adjusted by the CPI the same time as the Collection Service rates under Section 11.12. However, in the event that this Agreement is extended as provided in Section 2.1, CONTRACTOR shall be responsible for paying additional performance and billing reviews costs in the amount of **Seventy Thousand Dollars (\$70,000.00)** adjusted by the CPI at the same time as the Collection Service under Section 11.12. Nothing in this Section shall prohibit COUNTY from conducting additional performance and billing reviews at COUNTY'S own expense.
- 10.4. CONTRACTOR'S Cooperation. CONTRACTOR shall cooperate fully with the review and provide all requested relevant data, including operational data, financial data and other data requested by COUNTY, within thirty (30) Work Days of receipt of the request. CONTRACTOR will be given additional time if reasonably necessary. Failure of CONTRACTOR to cooperate or provide the requested documents in the required time shall be considered an event of default.
11. **Billing and Payment.**
 - 11.1. Generally. CONTRACTOR shall: (i) bill Customers for Collection Services; (ii) collect payment for those services; (iii) maintain billing and payment records; (iv) provide for the collection of delinquent payments and bad debts; (v) provide bad debt information to COUNTY so it may initiate special assessments; and (vi) remit franchise and diversion program and contract administration fees to COUNTY monthly in accordance with this Section. CONTRACTOR shall make arrangements to allow Customers to pay bills by cash, check, electronic check, money order and credit card either electronically, by mail, over the phone, or in person; provided however that CONTRACTOR is entitled to charge a convenience fee per transaction for payments submitted by Customers via credit card, debit card, and/or digital wallets (including payment services).
 - 11.2. Invoices. SFD Collection Services shall be invoiced quarterly in advance of services provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. Commercial and MFD Collection Services shall be billed monthly in advance of services

provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. Temporary Collection Services shall be billed in arrears of the provision of service although a deposit may be required in advance. Invoices shall be in format approved by COUNTY and shall not separately identify, list or itemize the Contractor service fee component, franchise fee component, the diversion programs and administration fee, or such other components as may be added by COUNTY during the term of this Agreement.

- 11.3. Delinquent Service Accounts. CONTRACTOR may consider a Customer account to be delinquent thirty (30) days from the date of an invoice. CONTRACTOR may charge a delinquent Customer a late fee which is the greater of \$5.00 dollars, or 1.5% per month (not compounded). CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts. CONTRACTOR shall pursue collection efforts for at least sixty (60) days after accounts become delinquent before referring them to the County for special assessment. Such collection efforts may include sending late payment notices and telephone requests for payment.

11.3.1. In its monthly reports, CONTRACTOR will provide Contract Administrator with a list of those Customers whose accounts have become delinquent in the current month. In no event, shall CONTRACTOR cease provision of Collection Services to any SFD Customer due to non-payment. However, CONTRACTOR may reduce SFD Customers whose accounts have become delinquent to the default service level. CONTRACTOR may request authorization from COUNTY to reduce or stop service for MFD or Commercial Customers whose accounts have become delinquent. CONTRACTOR may stop service regarding delinquent Temporary Collection Services.

- 11.4. Special Assessment. In conformance with California Government Code § 25831, CONTRACTOR shall determine which Customers (SFD, MFD and Commercial) are at least sixty (60) days or more delinquent in payment of their bill. CONTRACTOR will mail four (4) notices to delinquent Customers and each affected property owner. Such notices shall be mailed on or about the second week of January, February, March and April. COUNTY shall have the right to review and revise the content and layout of the notice to property owners and Customers, and such revisions shall be incorporated by the CONTRACTOR prior to mailing. CONTRACTOR agrees that it will use the most current data of property owners compiled by the County Tax Assessor's Office when mailing such notices.

11.4.1. CONTRACTOR shall provide the COUNTY a list of the delinquent accounts that have not paid by the second business day in June in time for an annual administrative hearing on all delinquent accounts each year and later placement as a special assessment on the tax rolls. CONTRACTOR shall exercise reasonable efforts as described in this Section to achieve collection of the bill prior to passing it on to the COUNTY for placement on the tax rolls. COUNTY shall include delinquent accounts submitted by CONTRACTOR to COUNTY for special assessment on the next August tax rolls, provided CONTRACTOR has sent all Customer delinquency notices required under this Section. COUNTY shall reimburse Contractor for delinquent payments that are placed on the tax roll upon collection of those payments from the property owner and within ninety (90) days of receipt by the COUNTY. COUNTY special assessment payments to CONTRACTOR shall be considered "gross revenue" for purposes of calculating franchise fee payments.

- 11.4.2. Regarding Roll-Off Collection Services and Temporary Collection Services, if the Customer is also the owner of the property at which CONTRACTOR services were provided, then delinquent accounts may be included for special assessment.
- 11.5. COUNTY information on invoices. At COUNTY direction, at least four (4) times each Agreement Year, CONTRACTOR will print textual information provided by COUNTY on Customer invoices.
- 11.6. COUNTY inserts. At COUNTY direction, up to four (4) times each Agreement Year, CONTRACTOR will enclose inserts provided by COUNTY or designed by CONTRACTOR and agreed upon with COUNTY with invoices that CONTRACTOR sends to Customers.
- 11.7. Partial Month Service. If, during a month, a Customer is added to or deleted from CONTRACTOR'S Service Area, CONTRACTOR'S billing shall be pro-rated based on the weekly service rate (the weekly service rate shall be the service rate established in Exhibit 1 divided by four (4), times the number of actual weeks in the month that service was provided to the Customer.
- 11.8. Low Income Discount. To qualify for the low income discount, SFD Customers must submit their power, water or telephone bills indicating that their Residential Dwelling qualifies for discounted rates from the power, water or telephone provider on the basis of financial need, such as commonly referred to "Life-line" services. CONTRACTOR may require SFD Customers to re-qualify each twelve (12) months. Upon request, CONTRACTOR will report to the Contract Administrator the names, addresses and service information of those customers that qualify for low income discount. CONTRACTOR shall invoice Customers qualifying for the low income discount at an amount equal to eighty-five (85) percent of the standard Collection Service rate as set forth in Exhibit 1.
- 11.9. Methods of Payment. CONTRACTOR shall provide the means for Customers to pay bills through the following methods: cash, checks, credit cards, internet payment service and/or automatic withdrawal from bank account. CONTRACTOR shall accept Customer payments at CONTRACTOR'S payment site.
- 11.9.1. Accounts that pay their invoices using credit cards, debit cards and digital wallets may be subject to a convenience fee (\$1.99 per transaction for residential service; \$9.99 per transaction for commercial service; fee amount subject to change.) The convenience fee amount will be disclosed to customers during the bill payment process and customers will have the opportunity to consent to the convenience fee, or to pay their invoices by direct electronic debit from a bank account (e.g., Automated Clearing House or ACH network in the U.S. / Pre-Authorized Debit or PAD in Canada).
- 11.10. Service Rate Components. Collection Service rates, fees and surcharges shall consist of some combination of the following elements: a Contractor service fee component, a franchise fee component, a diversion programs and contract administration fee component, and such other components as may be added by COUNTY during the term of this Agreement.
- 11.11. Full Compensation. The Contractor service fee component of the Collection service rates, fees and surcharges charged and collected by CONTRACTOR as provided for in this Section and as set forth in Exhibit 1 shall be the full, entire, and complete

compensation due to CONTRACTOR pursuant to this Agreement for all costs necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

11.12. Adjustments to Service Rates, Surcharges and Fees. Beginning on January 1, 2026 and annually thereafter, subject to CONTRACTOR'S compliance with all provisions of this Section, each Collection Service rate, fee or surcharge as set forth in Exhibit 1 (the "Rates") to this Agreement shall be adjusted by the Refuse Rate Index as set forth in Section 11.13.1 below.

11.13. Refuse Rate Index (RRI) Adjustment. The RRI adjustment shall be the sum of the weighted percentage change in the annual average of each RRI index number between the base calendar year, which shall be the prior preceding 12 month period ending June 30 and the preceding 12 month period ending June 30 and the percentage change in the most recently approved Disposal tip fee charged to CONTRACTOR at the SVSWA Disposal Facility and/or the MRWMD Disposal Facility, as appropriate, and the prior tipping fee (from the most recently approved tip fee), at the time the RRI is submitted to the County. Therefore, the first rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the 12 month period ending June 30, 2025 and the Annual Average of the RRI indices for the 12 month period ending June 30, 2024. The RRI shall be calculated using the RRI methodology included in Exhibit 2.

11.13.1. Annual Rate Adjustment.

11.13.1.1. On January 1, 2026, and annually thereafter, the service rates, fees and surcharges set forth in Exhibit 1 shall be adjusted by multiplying them by the RRI percentage adjustment.

11.13.1.2. However, in any year that the calculation of the RRI results in a negative number, there shall be no adjustment of those service rates, fees and surcharges.

11.13.1.3. In the subsequent year the negative RRI number from the prior year shall be added to the result of the subsequent years RRI calculation, and the result shall be the RRI percentage for that subsequent year, ("adjusted RRI percentage").

11.13.1.4. The subsequent year rate adjustment shall consist of multiplying the appropriate service rate, fee or surcharge by the adjusted RRI percentage.

11.13.1.5. Annual adjustments shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

11.13.2. Financial Information. On or before August 1st of each year, during the term of this Agreement, CONTRACTOR shall deliver to COUNTY financial information for the specific services performed under this Agreement for the preceding full or partial Calendar Year. Such financial information shall be in the format as set forth in Exhibit 2, or as may be further revised by COUNTY from time to time. If CONTRACTOR fails to submit the financial information in the required format by August 1st, it is agreed that CONTRACTOR shall be deemed to have waived the annual rate adjustment for that year.

- 11.13.3. If CONTRACTOR'S failure to submit the financial information required under Section 11.13 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the Contract Administrator, COUNTY, at its sole discretion, may consider the request for the annual rate adjustment.
- 11.13.4. Within seven (7) days following the Board's approval of the rate adjustment, the Contract Administrator shall notify CONTRACTOR of the adjustment to the affected service rates to take place on the subsequent January 1st.
- 11.14. Retroactive Adjustments. In the event of a change in a governmental, quasi-governmental, franchise, regulatory fee, or tipping fee which becomes effective at some time other than January 1st of any year, CONTRACTOR shall be compensated for such increase through the inclusion of a "retroactive element" in the next rate adjustment. COUNTY and CONTRACTOR agree that the "retroactive element" shall be an amount needed to compensate CONTRACTOR for increases in fees paid during the period from the inception of the fee increase through the subsequent December 31st and shall not include interest, overhead, or any other costs of any type. The "retroactive element" shall only be included in the rate structure for twelve (12) months or that period necessary to allow CONTRACTOR to recover all retroactive amounts, if less than twelve (12) months, and shall be removed prior to calculating the rates to be set as of the subsequent January 1st.
- 11.15. Adjustments to Franchise Fee Component. The franchise fee component shall be adjusted as needed so that it always equals:
- 11.15.1. the Contractor service fee component
 - 11.15.2. divided by
 - 11.15.3. 1 minus the authorized franchise fee percentage
 - 11.15.4. multiplied by
 - 11.15.5. the authorized franchise fee percentage.
- 11.16. CONTRACTOR'S Payments to COUNTY. CONTRACTOR shall make payment to COUNTY of the diversion programs and administration fee, and the franchise fee, as set forth below, and such other fees as may be specified in this Section or as provided for in Section 11.17 below, and any other outstanding fees or obligations, together with a late fee equal to one and one half (1.5) percent per month (not compounded) of the amount of any payment obligations that are delinquent.
- 11.16.1. Franchise Fee. The franchise fee shall be a percentage of CONTRACTOR'S gross revenue collected each month under the terms of this Agreement. Except as set forth below, gross revenue shall specifically include revenue received by CONTRACTOR from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by CONTRACTOR. Payment to COUNTY of the franchise fee shall be due on the twentieth (20th) day of the month following the month the franchise fees are collected. Each such franchise fee payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S gross revenues collected, during the preceding month. Such accounting shall be in a form and manner that is acceptable

to COUNTY. The franchise fee percentage shall be ten (10) percent during the term of this Agreement unless adjusted by COUNTY.

11.16.1.1. Revenues derived from Collection Services provided to Federal, State or County local agencies at the rates set forth under the terms of this Agreement shall be considered "gross revenues" for purposes of calculating franchise fees. Notwithstanding the foregoing, if the Federal, State or County local agency receives Collection and/or Disposal services outside the scope of this Collection Agreement, or otherwise invokes its legal rights to pay fees for services excluding any portion of franchise fees, then such revenues shall not be considered "gross revenues" hereunder for purpose of payment of franchise fees to COUNTY.

11.16.2. Diversion Programs and Administration Fee. For the period beginning January 1, 2025 through the term of this Agreement, the diversion programs and administration fee shall be \$800,000 per Agreement Year (adjusted by the CPI index as set forth in Exhibit 2 RRI at the same time as the Collection Service rates as set forth in Section 11.13.1), payable to COUNTY on the twentieth (20th) day of each month beginning January 2025 and monthly thereafter during the term of this Agreement in twelve (12) equal installments each Agreement Year. Diversion programs and administration fee payments shall not be based on gross revenues billed or collected.

11.16.3. Negotiation Fee. No later than thirty (30) calendar days of the execution of this Agreement by the Board, CONTRACTOR shall pay to COUNTY a one-time, lump sum payment in the amount of One Hundred Thousand Dollars (\$100,000.00), in consideration of the right of negotiation granted by the COUNTY.

11.17. Other Fees. COUNTY may set such other fees as it deems necessary.

11.18. Acceptance of Payment. No acceptance by COUNTY of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim COUNTY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recompilation by COUNTY. If, after the audit, such recompilation indicates an underpayment, CONTRACTOR shall pay to COUNTY the amount of the underpayment and shall reimburse COUNTY for all reasonable costs and expenses incurred in connection with the audit and recompilation within thirty (30) Work Days of receipt of written notice from COUNTY. If, after the audit, such recompilation indicates an overpayment, COUNTY shall notify CONTRACTOR in writing of the amount of the overpayment. CONTRACTOR may offset the amounts next due following receipt of notice of overpayment by the amount specified therein.

11.19. Billing Records. CONTRACTOR shall keep records, electronically or paper, of all billing documents and Customer account records, including but not limited to, invoices, receipts, and collection notices, each in chronological order, for a period of three (3) years after the date of receipt or issuance.

11.20. Extraordinary Rate Review.

11.20.1. In addition to the annual adjustment, the Rates shall, upon written request of CONTRACTOR, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to

any one or more of the following causes: (a) Force Majeure event; (b) changes in Applicable Law that is effective after the Effective Date of this Agreement; (c) increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services; and (d) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of CONTRACTOR.

11.20.2. If CONTRACTOR requests a Rate adjustment pursuant to this Section 11.20, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The COUNTY may request documentation and data reasonably necessary to evaluate such request by CONTRACTOR, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the COUNTY shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by CONTRACTOR. The COUNTY shall approve all properly calculated Rate adjustments within ninety (90) days of CONTRACTOR's request, and the adjusted Rates shall be deemed to take effect as of the date of CONTRACTOR's request.

11.20.3. In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the COUNTY shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Customers by the date the same are effective.

11.21. Rates for Additional Services. If Customer requests Collection Services at a Container capacity and/or Collection frequency not provided in the rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer. COUNTY and CONTRACTOR understand and agree that rates must be approved and established by the Board pursuant to County Code and that CONTRACTOR cannot charge Customer that Rate agreed upon with Customer until such time as said Rate is approved and established by the Board.

11.22. Change in Travel Costs. In the event a change in travel costs has been calculated as set forth in Section 19.9.4 of this Agreement, the calculated change shall be added to the RRI percentage if it is positive or subtracted from the RRI percentage if it is negative. The adjusted RRI percentage shall then be applied as set forth in Section 11.13.1.

12. **County Diversion Requirement.**

12.1. In the event that CalRecycle determines that the COUNTY has failed to meet the COUNTY's applicable annual Diversion goal(s), and such failure resulted from CONTRACTOR's breach of this Agreement, CONTRACTOR shall submit a plan to the COUNTY no later than two (2) months after the COUNTY provides notice of CalRecycle's determination of non-compliance which details additional steps and/or programs the CONTRACTOR may implement to assist the COUNTY with achieving its Diversion requirements, as well as the increased costs for which the CONTRACTOR would be reimbursed. The plan shall include:

12.1.1. A summary of additional Diversion improvement activities that the COUNTY can implement within its current programs without additional cost to the Customers(i.e.,

changes to public outreach messages, COUNTY Code changes, improved enforcement);

12.1.2. A summary of new or enhanced infrastructure or other Diversion improving activities or programs that could achieve the goal but would potentially require an increase to the Rates, and estimated Rate impacts to Customers for each option; and

12.1.3. CONTRACTOR and COUNTY shall meet to discuss the plan and the COUNTY shall decide the most appropriate option to implement to increase Customer Diversion levels.

13. **Collection Routes.**

13.1. Street Sweeping. CONTRACTOR will work with COUNTY staff and use good faith efforts to establish routes that allow for Collection on the day immediately preceding any street sweeping schedules in effect on the effective date of this Agreement.

13.2. Subsequent Collection Route Changes. CONTRACTOR shall 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. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by COUNTY. CONTRACTOR shall not implement any route changes without the prior approval of the Contract Administrator. If the route change will change the Collection day for a Customer, CONTRACTOR shall notify those Customers in writing of route changes not less than thirty (30) calendar days before the proposed date of implementation.

13.3. CONTRACTOR Audit of Routes. In addition to any other auditing requirements under this Agreement, CONTRACTOR shall perform a comprehensive audit of all Customer Routes every full or partial three (3) Calendar Years. The purpose of this audit is to ensure that each Customer is receiving the service for which the Customer is being billed. Any information requested by COUNTY regarding testing protocols, audit results, and recommendations will be made available within thirty (30) days of the request by COUNTY.

14. **Collection Equipment.**

14.1. General Provisions. All equipment used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality. The vehicles shall be designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing or falling from the vehicles. The bodies of any vehicle, or any Container, used in Collection or transportation of Solid Waste must have watertight beds of metal or impervious material that can be cleaned as required by Section 10.41.070 of the County Code. CONTRACTOR shall not use any Collection vehicle that has more than 250,000 miles unless such vehicle is a Rebuilt Vehicle.

14.2. Clean Air Vehicles. During the term of this Agreement, to the extent required by law, CONTRACTOR shall ensure that its Collection vehicles are in full compliance with local, State and federal clean air requirements that were 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 CCR Title 13, Section 2020 et seq; the Federal EPA's Highway Diesel Fuel Sulfur regulations and any other applicable air

pollution control laws. Changes in regulations adopted or enacted after the effective date of this Agreement shall be subject to Section 19.1 of this Agreement.

- 14.2.1. Contractor's obligations and/or scope of services under this Agreement exclude any existing requirements regarding the future conversion of fleets, or any part thereof, to Zero-emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future acquisition, hiring or use of ZEVs or NZEVs under Applicable Law, including without limitation Sections 2015 et seq. of Title 13 of the California Code of Regulations. Should such existing Applicable Law apply to any Contractor's vehicles used in the provision of services under this Agreement during the Term, then the COUNTY and Contractor agree to meet and confer in good faith to amend this Agreement to incorporate provisions and obligations reasonably necessary to comply with such Applicable Law, and Contractor shall be entitled to a Rate adjustment in accordance with Section 11.20 for such change in Contractor's obligations and/or scope of services under this Agreement.
- 14.3. Bulky Items. Vehicles used for Collection of Bulky Items containing Freon or other gases shall not use compactor mechanisms or mechanical handling equipment that may release Freon or other gases from pressurized appliances.
- 14.4. Safety Markings. All Collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of COUNTY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.
- 14.5. Vehicle Signage and Painting. Collection vehicles shall be painted and numbered and shall have CONTRACTOR'S name and the number of the vehicle painted in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle. CONTRACTOR shall repaint all vehicles (including vehicles striping if appropriate) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Administrator.
- 14.6. Bin and Container Signage, Painting, and Cleaning. All metal Bins and Containers of any service type furnished by CONTRACTOR shall be either painted or galvanized. All Bins and Containers shall display CONTRACTOR'S name, CONTRACTOR'S toll-free customer service telephone number, and the number of the Bin and shall be kept free of graffiti and in a clean and sanitary condition. Bins and Roll-Off Containers provided by CONTRACTOR shall be cleaned by CONTRACTOR as frequently as necessary to maintain them in a sanitary condition. Upon receipt of notification by CONTRACTOR of graffiti on a Bin or Container, CONTRACTOR shall clean or replace such Bin or Container within five (5) Work Days. Bins and Containers will be subject to periodic, unscheduled inspections by COUNTY and determination as to sanitary condition shall be made by COUNTY.
- 14.7. Cart Signage, Painting, and Cleaning. All Carts shall display CONTRACTOR'S name, CONTRACTOR'S toll-free customer service telephone number, and other information required by SB 1383.
- 14.8. Collection Vehicle Noise Level. The noise level generated by vehicles using compaction mechanisms during the stationary compaction process will not exceed eighty (80) decibels at a distance of twenty-five (25) feet from the vehicle measured at an elevation of five (5) feet above ground level using the "A" scale of a standard sound level meter at

slow response, or applicable law, whichever is more stringent. All Collection vehicles shall be tested prior to providing Collection Services and thereafter upon notification by COUNTY of a noise complaint.

- 14.9. Vehicle Registration, Licensing and Inspection. CONTRACTOR shall maintain documentation to verify that each of CONTRACTOR'S Collection vehicles are in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations, including a permit issued by County Department of Health, Environmental Health Division. Upon written request by the Contract Administrator, copies of such documentation shall be provided to COUNTY within five (5) Work Days of the request. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements.
- 14.10. Equipment Maintenance. CONTRACTOR shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be maintained in a condition satisfactory to COUNTY. CONTRACTOR shall wash all Collection vehicles at least once a week. All washings shall be conducted in a manner that conforms to the BMP Guidelines for Non- Point Source Pollutants in the publication entitled Storm Water Best Management Practices Handbook for Industrial Commercial and shall comply with other regulations set forth by the jurisdiction in which the Collection vehicle is washed.
 - 14.10.1. Maintenance Log. CONTRACTOR shall maintain a maintenance log for all Collection vehicles. The log shall at all times be accessible to COUNTY by physical inspection upon request of Contract Administrator, and shall show, at a minimum, each vehicle's 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.
- 14.11. Equipment Inventory. On or before January 1, 2025, 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 shall indicate each Collection vehicle used 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 date of noise testing, the decibel rating, the maintenance status, and proof of compliance with Section 14.2. CONTRACTOR shall submit a written updated inventory upon request by the ContractAdministrator.
- 14.12. Reserve Equipment. CONTRACTOR shall have available to it, at all times, a reasonable number of reserve Collection equipment which can, to the extent needed to complete the Collection route, be dispatched within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by CONTRACTOR to perform the contractual duties.
- 14.13. Covering of Loads. All loads not in covered body trucks shall be tarped or restrained to prevent spilling.
- 14.14. Weight Restrictions. CONTRACTOR shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight

restrictions on vehicles. CONTRACTOR acknowledges that COUNTY may document compliance with this provision of the Agreement through review of scale tickets and records of the Disposal and processing facilities.

15. CONTRACTOR'S Personnel.

- 15.1. Personnel Requirements. CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- 15.2. Transfer of Personnel. COUNTY may request the transfer of any employee of CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of their duties.
- 15.3. Identification Badge. CONTRACTOR shall require its drivers, and all other employees who come into contact with the public, to wear a uniform or an identification badge clearly identifying the employee as an employee of CONTRACTOR. Employees shall also have embroidered on the uniform or prominently displayed on the badge, their name for identification by the Customer.
- 15.4. Valid License. Each driver of a Collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.
- 15.5. Applicable Laws. Each driver of a Collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.
- 15.6. Representation. CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of COUNTY.
- 15.7. Safety Training. CONTRACTOR shall provide suitable operational and safety training for all of its personnel, including those who drive vehicles or operate other Collection equipment. Training will include live, on-the-job-training by supervisors. CONTRACTOR will train its drivers to identify Unacceptable Waste and comply with the Waste Screening Protocol set forth below.
- 15.8. Waste Screening Protocol. For all drivers, route supervisors, and any other employee that is reasonably likely to encounter Hazardous Waste, CONTRACTOR will develop and implement a Waste Screening Protocol in compliance with applicable law and including the following provisions:
 - 15.8.1. Awareness Level training meeting the requirements of 29 CFR 1910.120(q)(6)(i), including hazard evaluation methods, emergency preparedness, and emergency response plan implementation techniques with the intent that they learn who, what and how to report on the incident;
 - 15.8.2. Means of driver inspection, such as visual inspection during tipping of Containers into vehicles;
 - 15.8.3. Immediate driver response, such as load segregation and notification procedures, including notifying the Customer;
 - 15.8.4. Driver notification, such as calling CONTRACTOR'S dispatcher or route supervisor;

- 15.8.5. Customer notification, including description of proper means to dispose of Unacceptable Waste, by phone call and/or written material;
- 15.8.6. Notification of appropriate local agency or department (with contact phone number);
- 15.8.7. Appropriate action, such as segregation and containerization for manifesting and transport for Disposal as required by applicable law or securing services of permitted handling and transport company; and
- 15.8.8. Form, content and placement of labels on Containers that prohibit discard of Unacceptable Waste.

16. Public Education Programs.

- 16.1. Public Education and Outreach. CONTRACTOR, at its own expense, shall prepare, submit to COUNTY, and implement an annual (Calendar Year) Public Education and Outreach Program. The initial proposed action plan must be submitted for COUNTY approval on or before December 1, 2024 and annually thereafter no later than December 1 for the next Calendar Year.
 - 16.1.1. Annual Public Education and Outreach Budget. The public education and outreach budget for January 1 through December 31 shall be \$75,000 (the "Annual Pub Ed Budget"). CONTRACTOR will not be required to spend more than the Annual Pub Ed Budget during any Calendar Year on matters contemplated by this Section 16 or elsewhere in the Agreement regarding public education and outreach. If CONTRACTOR does not spend the full Annual Pub Ed Budget in a particular Calendar Year, the difference shall be applied to the following year's Annual Pub Ed Budget. The Annual Pub Ed Budget will be adjusted each January 1 by the year over year change in average CPI-U.
 - 16.1.2. School Education and Outreach. CONTRACTOR will provide diversion education and outreach services to all schools in the Service Area which subscribe to some or all or the Collection Services offered by CONTRACTOR. Such services may include classroom presentations, distribution of diversion and recycling materials, classroom curriculum, and provision of technical assistance to establish school facility recycling programs.
- 16.2. Annual Collection Service Notice. Each Calendar Year during the term of this Agreement, CONTRACTOR shall provide information to all SFD, MFD and Commercial Customers regarding Collection Service programs. To the extent appropriate, based on the category of Customers receiving the notice, said information shall contain at a minimum, definitions of the materials to be Collected, procedures for setting out the materials, the availability of on-call Collection of Bulky Items, Universal Waste, and E-Waste. The information shall be provided in English and Spanish.
- 16.3. Additional Programs and Services. CONTRACTOR shall provide additional services and programs as requested by COUNTY pursuant to Section 19 of this Agreement. In the event CONTRACTOR and COUNTY cannot reach an agreement for the requested service or program, COUNTY shall have the right to procure the service of other vendors or contractors to provide the requested service, provided such services provided by other vendors or contractors do not include Solid Waste, Recyclables, Organic Waste or other materials that CONTRACTOR has the exclusive right to collect under this Agreement.

17. CONTRACTOR'S Facilities.

17.1. CONTRACTOR Facilities.

17.1.1. Administrative Offices and Operation & Maintenance Yard. CONTRACTOR'S administrative offices and its operation and maintenance yard, to include the vehicle parking area (the "Local Office"), must be located within thirty-five (35) miles of the County Department of Health, Environmental Health Division primary office in Salinas, California, at the address referenced in Section 31.5 of this Agreement. CONTRACTOR'S Local Office shall provide a toll free telephone access to residents of COUNTY, shall be staffed by trained and experienced Customer Service Representatives (CSR's), and shall be located where Customers can pay bills for service in person. Such office shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m., Monday - Friday. During those times that the Local Office is closed, the CONTRACTOR shall provide self service options available at www.wm.com. Calls received after normal business hours shall be addressed the morning of the next Work Day.

17.2. Emergency Contact. Prior to January 1, 2025, CONTRACTOR shall provide the Contract Administrator with an emergency phone number where CONTRACTOR can be reached outside of the required office hours.

17.3. Multilingual; Relay Services. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and Spanish, as well as a relay service used by deaf and hard of hearing customers.

17.4. Customer Responsiveness.

17.4.1. Contractor shall maintain a toll-free phone line that can be called by Customers. Customers shall be able to reach a person on the toll-free phone line during normal working hours (M – F, 8 a.m. – 5:00 p.m.); such hours may be adjusted upon agreement of the parties. The primary customer service office will be located in the County.

17.4.2. Contractor bills, invoices and other business correspondence shall contain the Contractor's phone number.

17.4.3. Customers can contact Contractor through phone, email, online chat, WM App and website.

17.5. Customer Service Log. CONTRACTOR will utilize a Customer Service Log to maintain a record of all inquiries and complaints in a manner approved by COUNTY. The log shall include the information in a form and manner agreeable to COUNTY.

17.6. Bilingual Customer Correspondence. CONTRACTOR will print all letters, notices, bulletins, educational materials, and other correspondence with Customers in English and Spanish.

17.7. Website. CONTRACTOR shall develop and maintain a website describing services provided in the Service Area that is accessible by the public. The site shall be available to Customers and include answers to frequently asked questions, rates for all Collection Services, specifications for Recyclables and Organic Waste, Collection Service schedules, and other related topics. CONTRACTOR shall arrange for COUNTY'S website to include a link to CONTRACTOR'S website and CONTRACTOR'S website

shall contain a link to COUNTY'S web site. CONTRACTOR'S website shall contain all public education and outreach materials and correspondence distributed to Customers during the Calendar Year. CONTRACTOR'S website shall provide the public the ability to e-mail complaints to CONTRACTOR and to pay bills on-line.

18. Service Inquiries and Complaints.

- 18.1. CONTRACTOR'S Customer Service. All service inquiries and complaints shall be directed to CONTRACTOR. A representative of CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by CONTRACTOR in a prompt and efficient manner. CONTRACTOR shall not refer or forward Customers to COUNTY for resolution of Complaints or answers to inquiries unless Customer insists, in which event CONTRACTOR will refer Customers to the Contract Administrator.
- 18.2. Response Requirements. For those complaints related to missed Collections that are received by 5:00 p.m. on a Work Day, CONTRACTOR shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of Carts or Bins, the appropriate Articles of this Agreement shall apply.
- 18.3. Missed Collections. CONTRACTOR agrees that it is in the best interest of COUNTY that all Solid Waste, Recyclables, Green Waste, Bulky Items, U-Waste, E-Waste, CED's and Used Oil and Used Oil Filters be Collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Customer requests and receives missed Collection Services more than two (2) times each full or partial Calendar Year during the term of this Agreement, CONTRACTOR shall have the right to invoice the Customer for further missed Collection Services during the remainder of that Calendar Year at the rate set forth in Exhibit 1.

19. Modifications to the Agreement.

- 19.1. Agreement Modifications and Change in Law. COUNTY and CONTRACTOR understand and agree that the California legislature and the federal government have the authority to make comprehensive changes in solid waste management legislation and that these and other changes in state and federal law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. CONTRACTOR agrees that the terms and provisions of local ordinances or regulations, including the County Code and any Joint Powers Authorities Agreement (hereafter, "JPA Agreement") between COUNTY, Monterey Regional Waste Management District and the Salinas Valley Solid Waste Authority (hereafter, collectively referred to as "Joint Powers Authorities" or "JPA") as said JPA Agreement now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of CONTRACTOR located within the Service Area. In the event any future Change in Law, modifications to the JPA Agreement, or directed changes by COUNTY, materially alter the obligations of CONTRACTOR, then the affected compensation as established under this Agreement shall be adjusted. Nothing contained in this Agreement shall 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 in order 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 shall 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 this Agreement pursuant to this Article. COUNTY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. Modifications to this Agreement shall be made pursuant to Article 19 of this Agreement.

- 19.2. COUNTY Requested Service and Program Changes. COUNTY may request CONTRACTOR to perform additional services (including new diversion programs, additional public education activities, etc.), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum diversion requirement set forth in Article 12 of this Agreement, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Customers are included among the kinds of changes which COUNTY may request. Any such modified services must be agreed upon by the parties in writing. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.
- 19.3. CONTRACTOR Proposed Changes. CONTRACTOR may propose program changes to COUNTY in the manner set forth in Section 19.4 below. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.
- 19.4. Service Proposal. Within thirty (30) calendar days of receipt of a request for a service change from COUNTY, or when initiating a voluntary or involuntary proposal to change current programs, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:
 - 19.4.1. Program objectives and goals to be used in measuring the success of the program as discussed in Section 19.6 below;
 - 19.4.2. Collection methodology to be employed (equipment, manpower, etc.);
 - 19.4.3. Equipment to be utilized (vehicle number, types, capacity, age, etc.);
 - 19.4.4. Labor requirements (number of employees by classification);
 - 19.4.5. Type of Carts or Bins to be utilized;
 - 19.4.6. Provision for program publicity, education, and marketing; and
 - 19.4.7. Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.
- 19.5. Other Contractors. CONTRACTOR acknowledges and agrees that COUNTY may permit other contractors or companies besides CONTRACTOR to provide additional services not otherwise contemplated by this Agreement if CONTRACTOR and COUNTY cannot agree on terms and conditions, including compensation adjustments, of such services in one hundred twenty (120) calendar days from the date when COUNTY first requests a

proposal from CONTRACTOR to perform such services. This section does not apply to materials that CONTRACTOR has the exclusive right to collect under this Agreement.

- 19.6. Monitoring and Evaluation. At COUNTY'S request, CONTRACTOR shall meet with COUNTY to describe the progress of each new program and other service issues. At each meeting, COUNTY and CONTRACTOR shall have the opportunity to discuss revisions to the program. CONTRACTOR shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by CONTRACTOR and/or COUNTY necessary to evaluate the performance of each program.
- 19.7. Termination for Cause. COUNTY shall have the right to terminate a program or assign the program to a third party (provided it does not include services or materials for which CONTRACTOR has exclusive rights under this Agreement) for cause at no cost to COUNTY or COUNTY'S ratepayers if CONTRACTOR is not achieving the program's agreed to and defined goals and objectives. Prior to such termination or assignment, COUNTY shall meet and confer with CONTRACTOR for a period of up to ninety (90) calendar days to resolve COUNTY'S concerns. Thereafter, COUNTY may terminate the program or utilize a third party to perform these services if COUNTY reasonably believes CONTRACTOR cannot meet or is not meeting the agreed to and defined project goals and objectives. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninety (90) day period and, in the event COUNTY elects to utilize a third party to continue the program, thereafter until the third party takes over the program.
- 19.8. Termination without Cause. COUNTY shall also have the right to terminate a program without cause. As a condition of the termination, COUNTY shall reimburse CONTRACTOR for all costs incurred for implementation and performance of the program that were identified in the program proposal prepared and submitted by CONTRACTOR and agreed to by COUNTY which have not been funded or otherwise recovered through program compensation at the time the program is terminated.
- 19.9. COUNTY Directed Changes in Facilities. If COUNTY requires that CONTRACTOR change Disposal or processing facilities, the Contractor Service Fee Component will be adjusted for any increase or decrease in CONTRACTOR'S direct costs, including transportation between the old and new facility, as follows:
 - 19.9.1. With respect to changes in the facilities in the boundaries of the SVSWA, the increase or decrease in transportation is measured by the shortest route between the COUNTY Department of Health, Environmental Health Division, located at 1270 Natividad Road, Salinas to the new facility that is legally traversable by Collection vehicles carrying their usual load of the appropriate material, although CONTRACTOR may choose a longer route for reason of time, traffic or other convenience without additional compensation. Distances from 1270 Natividad Road, Salinas are as follows:
 - 19.9.1.1. to Johnson Canyon Landfill, approximately 24.6 miles;
 - 19.9.1.2. to Madison Lane transfer station, approximately 3.4 miles;
 - 19.9.1.3. to Jolon transfer station, approximately 49.45 miles;

- 19.9.1.4. to ReGen Monterey, approximately 14.4 miles;
 - 19.9.1.5. to Johnson Canyon Landfill Green Waste Processing Facility approximately 24.6 miles; and
 - 19.9.1.6. to Johnson Canyon Landfill Construction and Demolition Debris Processing Facility, approximately 24.6 miles.
- 19.9.2. With respect to changes in the facilities in the boundaries of the MRWMD, the increase or decrease in transportation is measured by the shortest route between the County Health Department located at 1200 Aguajito Road, Monterey to the new facility that is legally traversable by Collection vehicles carrying their usual load of the appropriate material, although CONTRACTOR may choose a longer route for reason of time, traffic or other convenience without additional compensation. The distances from the County Health Department located at 1200 Aguajito Road are as follows:
- 19.9.2.1. to Monterey Peninsula landfill, approximately 8.4 miles;
 - 19.9.2.2. to ReGen Monterey, approximately 8.4 miles;
 - 19.9.2.3. to Monterey Peninsula Green Waste Processing Facility, approximately 8.4 miles; and
 - 19.9.2.4. to Monterey Peninsula Construction and Demolition Debris Processing Facility, approximately 8.4 miles.
- 19.9.3. CONTRACTOR will submit documentation to the satisfaction of COUNTY demonstrating the number of Collection vehicles from identified routes, with dated weight tickets, establishing the increase or decrease in mileage for a one (1) month period.
- 19.9.4. The total increase or decrease in miles will be multiplied by the Collection vehicle travel cost per mile as set forth in Exhibit 1 to this Agreement to calculate the change in cost for one (1) month and annualized to calculate the change in cost for one (1) year. The one (1) year change in cost will then be divided by the gross revenue for the last complete twelve (12) month period to calculate the percentage change in travel costs. The percentage change shall be truncated at the second decimal point and shall be added to or subtracted from, as appropriate, in the next RRI calculation as set forth in Section 11.13.
- 19.10. Modification to Exhibit 10, COUNTY Facilities. In the event COUNTY requests a modification to Exhibit 10 to this Agreement due to an addition or deletion to the COUNTY Facilities, or a change in the container size or frequency of Collection as set forth in Exhibit 10, COUNTY shall notify CONTRACTOR of the change in writing at least thirty (30) days prior to the date of such change. The written notification shall include a revised Exhibit 10 for the review of CONTRACTOR. CONTRACTOR shall respond to the request for modification of Exhibit 10 by signing the revised Exhibit 10 and returning it to the COUNTY or requesting that a meeting be held between CONTRACTOR and COUNTY to discuss the requested modification. In the event COUNTY and CONTRACTOR are unable to agree on the modification, Exhibit 10 shall remain unmodified and COUNTY shall have the right to secure the services from another contractor. For purposes of this Section a change of the address of a COUNTY Facility included in Exhibit 10 is not considered a modification of Exhibit 10.

- 19.11. Modification to Exhibit 11, Large Venue Events. On or before October 1, 2025 and annually thereafter during the term of this Agreement, COUNTY shall provide CONTRACTOR with an amended Exhibit 11 showing the name, date and location of all large venue events for the upcoming Calendar Year. COUNTY shall have the right to unilaterally modify the specific events included on Exhibit 11 as long as the total number of "COUNTY sponsored" annual events does not exceed twelve (12) and as long as the estimated Collection capacity, in yards, of the added event does not exceed the median level of required Collection capacity, of four (4) yards of the events set forth on Exhibit 11 prior to the modification. In the event the COUNTY requests that CONTRACTOR provide Collection Services at large venue events in excess of the limitations set forth in this Section, CONTRACTOR shall provide such services at a price to be mutually agreed upon between CONTRACTOR and COUNTY. In the event CONTRACTOR and COUNTY cannot reach a mutually agreed price for the requested services CONTRACTOR shall provide such services in accordance with the rates set forth in Exhibit 1 to this Agreement.

20. Recordkeeping, Inspections, and Reporting.

20.1. Record Keeping.

20.1.1. Accounting Records. CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Customers for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.

20.2. Agreement Performance Records. CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

20.3. Reporting Requirements. Monthly and annual reports shall be prepared and submitted as set forth in Exhibit 7 in a form and manner acceptable to COUNTY. This list of requested information may be amended during the term of this Agreement at the discretion of the Contract Administrator.

20.3.1. Upon notification by the Contract Administrator that information reported by CONTRACTOR is incorrect, CONTRACTOR shall provide corrected information in the original format within three (3) Work Days unless a longer time is agreed to by COUNTY and CONTRACTOR.

20.4. Inspection. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Contract Administrator, COUNTY Counsel, COUNTY Auditor, or designee of any of these officers. Copies of such documents shall be provided to COUNTY for inspection at COUNTY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Agreement.

20.5. Records Security. Where COUNTY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, COUNTY may, by written request or demand of the

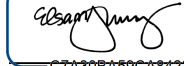
Contract Administrator, require that custody of the records be given to COUNTY and that the records and documents be maintained at COUNTY offices. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

21. Quality of Performance of CONTRACTOR.

- 21.1. Intent. CONTRACTOR acknowledges and agrees that one of COUNTY'S primary goals in entering into this Agreement is to ensure that Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent feasible.
- 21.2. Service Supervisor. CONTRACTOR will provide the name of the service supervisor to be in charge of the Collection Services within the Service Area to COUNTY. At least thirty (30) calendar days prior to replacing the service supervisor, if possible, CONTRACTOR shall notify COUNTY in writing of the name and qualifications of the new service supervisor. CONTRACTOR shall insure that such replacement is qualified and experienced. The service supervisor's work place shall be physically located in the Service Area, at all times that CONTRACTOR is providing Collection Services. In addition the supervisor shall be available to the Contract Administrator through the use of telecommunication equipment, and be able to respond to voice messages within one (1) hour at all times that CONTRACTOR is providing Collection Services. In the event the service supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the service supervisor. The service supervisor shall provide COUNTY with an emergency phone number where the service supervisor can be reached outside of normal business hours.
- 21.3. Liquidated Damages. The parties further acknowledge that consistent and reliable Collection Services are of utmost importance to COUNTY and that COUNTY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, COUNTY and COUNTY'S residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to COUNTY'S right to treat such non-performance as an event of default under Article 24, the parties agree that the liquidated damages amount defined in this Article represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to COUNTY, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

COUNTY OF MONTEREY

DocuSigned by:



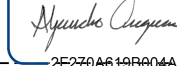
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Elsa Mendoza Jimenez,

Director of Health Services

USA WASTE OF CALIFORNIA, INC.

DocuSigned by:



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Alex Oseguera, President

CONTRACTOR agrees to pay (as liquidated damages and not as penalty) the following amounts:

LIQUIDATED DAMAGES		
Item		Amount
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement. (Section 18.2)	\$100.00 per incident per Customer.
b.	Failure to comply with the hours of operation as required by this Agreement. (Section 3.4)	\$100.00 per incident per day.
c.	Failure to properly return empty Carts or Bins to the point of Collection to avoid pedestrian or vehicular traffic impediments or to place Carts upright in excess of five (5) occurrences per quarter. (Section 3.5)	\$150.00 per incident per day.
d.	Failure to deliver or exchange Carts, Bins, or other Containers within the time required. (Section 3.7)	\$100.00 per incident per day.
e.	Failure to repair or replace damaged Carts, Bins, or other Containers within the time required. (Section 3.7.2 and 3.7.3)	\$100.00 per incident per day.
f.	Failure to timely install locks on Bins. (Section 3.7.4)	\$100.00 per incident per day.
g.	Commingling Solid Waste and Recyclables during Collection and/or transportation to the appropriate facility. (Section 3.14.1)	\$1,000.00 per incident.
h.	Commingling of materials Collected inside and outside the Service Area during Collection and/or transportation to the facility, except as agreed by the parties. (Sections 3.14.2 & 3.14.3)	\$1,000.00 per incident.
i.	Failure to timely clean up litter or spillage of material, or vehicle fluids caused by CONTRACTOR. (Section 3.15.3)	\$300.00 per incident per location.
j.	Damage to public streets within the Service Area caused by CONTRACTOR. (Section 3.15.5)	Actual cost of repair to COUNTY'S satisfaction at no cost to COUNTY.
k.	Failure to repair damage to Customer property caused by CONTRACTOR or its personnel. (Section 3.18)	\$500.00 per incident per location.

l.	Disposal of Recyclables or Organic Waste in the Disposal Facility without first obtaining the required permission of COUNTY. (Section 4.14)	\$1,000.00 per load.
m.	Failure to deliver any Collected materials to COUNTY approved Disposal Facility, Recyclables Processing Facility, C&D Facility or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement. (Sections 4.6 – 4.12)	\$5,000.00 first failure. \$25,000.00 eaach subsequent failure.
o.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day. (Various Sections)	\$1,000.00 for each route not completed.
p.	Failure to replace Used Oil and Used Oil Filter Containers within three (3) Work Days of notification of need for replacement in excess of five (5) occurrences per quarter. (Various Sections)	\$150.00 per incident per day.
q.	Changing routes without proper notification to COUNTY or Customers as appropriate. (Section 13.2)	\$500.00 per incident per day.
r.	Failure to timely conduct Route Audits. (Section 13.3)	\$150.00 per incident per day.
s.	Failure to display CONTRACTOR'S name and toll-free customer service phone number on Collection vehicles, Bins and other Containers. (Sections 14.5 - 14.7)	\$100.00 per incident per day.
t.	Failure to maintain equipment, vehicles, Carts, Bins and other containers in a clean, safe, and sanitary manner including the removal of graffiti. (Article 14)	\$100.00 per incident per day.
u.	Failure to properly cover materials in Collection vehicles. (Section 14.13)	\$300.00 per incident.
v.	Failure to have CONTRACTOR personnel in proper uniform or with proper identification (Section 15.3)	\$100.00 per incident per day.
w.	Failure to have a vehicle operator properly licensed. (Section 15.4)	\$500.00 per incident per day.
x.	Failure to maintain office hours. (Section 17.1.1)	\$100.00 per incident per day.
y.	Failure to provide a Spanish speaking Customer Service Representative. (Section 17.3)	\$150.00 per incident per day.
z.	Failure to meet the Customer call requirements.	\$150.00 per incident.

	(Sections 17.4)	
aa.	Failure to provide documents and reports in a timely manner. (Article 23 and Exhibit 7)	\$250.00 per incident per day.
bb.	Failure to provide accurate documents and reports. (Section 20.3 and Exhibit 7)	\$250.00 per incident.
cc.	Failure to correct submittal of inaccurate data within three (3) Work Days (or such other agreed to time) of notification by COUNTY. (Article 20).	\$500.00 per incident per day.
dd.	Failure to obtain any approval, consent or approval of COUNTY or to notify COUNTY when required. (Various Sections)	\$250.00 per failure / per day.
ee.	Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in this Agreement. (Various Sections)	\$150.00 per incident per day.
ff.	Failure to provide HAZWOPER First Responder, Awareness Level training. (Section 15.7)	\$1,000.00 per employee per incident.

21.4 Procedure for Assessing Liquidated Damages.

21.4.1 COUNTY may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints. During the first sixty (60) days of the term of this Agreement, COUNTY will allow CONTRACTOR up to five (5) Work Days to cure certain events related to the provision of Collection Services prior to assessing liquidated damages as set forth herein. However, no such consideration shall be given to events that include improper commingling of materials or failure to deliver materials to designated facilities. COUNTY must make a claim for liquidated damages within 60 days of the underlying event.

21.4.2 Prior to assessing liquidated damages, COUNTY shall give CONTRACTOR notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. CONTRACTOR may review (and make copies at its own expense) all information in the possession of COUNTY relating to incident(s)/non-performance. CONTRACTOR may, within ten (10) Work Days after receiving notice, request a meeting with COUNTY to present evidence regarding the accuracy of the facts related to the incident. If a meeting is requested, it shall be held by the Contract Administrator or his/her designee. CONTRACTOR may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The Contract Administrator or designee will provide CONTRACTOR with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the Contract Administrator or designee may be appealed to the COUNTY Board. The decision of the COUNTY Board shall be final and CONTRACTOR shall have been deemed to have exhausted its administrative remedies and can thereafter challenge the decision of

the County Board in the Superior Court of the County of Monterey, State of California.

21.4.3 COUNTY may assess liquidated damages for each calendar day or event, as appropriate, CONTRACTOR is determined to be liable in accordance with this Agreement.

21.4.4 CONTRACTOR shall pay any liquidated damages assessed by COUNTY within ten (10) Work Day days after they are assessed. If they are not paid within the ten (10) day period, COUNTY may proceed against the letter of credit or performance bond required by the Agreement or terminate the franchise granted by this Agreement, or both.

22. Compliance with Laws and Permits.

22.1. Compliance with Law. CONTRACTOR shall comply, at its own expense, fully and faithfully with all local, state, and federal laws, ordinances, regulations and permit requirements, including the COUNTY Code as may be amended from time to time, applicable to its performance under this Agreement, or in any way related to CONTRACTOR'S performance of the services required under this Agreement.

22.2. Permits, Authorizations, and Licenses. CONTRACTOR shall obtain, and shall maintain throughout the term of this Agreement, at CONTRACTOR'S sole expense, all necessary permits, licenses, inspections, and approvals required for CONTRACTOR to perform all the work and services agreed to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall show proof of such permits, licenses, or approval and shall demonstrate compliance with the terms and conditions of such permits, license, or approvals upon request of COUNTY.

23. Independent Contractor.

23.1. In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of COUNTY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, workers compensation benefits, or any other benefits which accrue to COUNTY employees. CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

24. Default of Agreement.

24.1. Termination. COUNTY may cancel this Agreement, except as otherwise provided below in this Article, by giving CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Section 31.5, upon the occurrence of any one of the following events:

24.1.1. Insolvency. CONTRACTOR takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or

consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

- 24.1.2. Bankruptcy. By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of CONTRACTOR, seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall become null, void and of no effect, unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
- 24.1.3. Receivership. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of CONTRACTOR, and such possession or control continues in effect for a period of sixty (60) calendar days; or
- 24.1.4. Refusal to pay liquidated damages. CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due COUNTY and said default is not cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or
- 24.1.5. Final Judgment Unsatisfied. CONTRACTOR has defaulted by allowing any final judgment for the payment of money to COUNTY stand against it unsatisfied and said default is not cured within thirty (30) calendar days of entry of judgment or receipt of written notice by COUNTY to do so, whichever date occurs earlier; or
- 24.1.6. Failure to Perform. CONTRACTOR has failed or refused to perform or observe the terms, conditions or covenants in this Agreement, including satisfactory compliance with the requirements of the service levels prescribed herein, or any of the rules and regulations promulgated by COUNTY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and; said default is not cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or, if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by CONTRACTOR of written demand from COUNTY to do so, CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced, fails thereafter to diligently pursue a cure to the default.
- 24.2. Performance Bond or Letter of Credit. In the event that the monies due COUNTY under Section 24.1.4 above or an unsatisfied final judgment under Section 24.1.5 above is the subject of a judicial proceeding, COUNTY may, at its option call the performance bond or letter of credit, or hold CONTRACTOR in default of this Agreement. All bonds shall be in the form acceptable to the COUNTY Attorney; or
- 24.3. Burden of Proof. In any dispute concerning failure to remedy or diligence in pursuing a cure, CONTRACTOR shall have the burden of proof to demonstrate: (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time.

- 24.4. Interim Collection Services. In the event CONTRACTOR fails, for reasons other than Force Majeure, to provide Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work Day, COUNTY may secure CONTRACTOR'S equipment, records and other property used or useful in providing Collection Services under this Agreement in order to provide interim Collection Services until such time as the matter is resolved and CONTRACTOR is again able to perform pursuant to this Agreement. If CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of COUNTY under this Agreement to CONTRACTOR shall cease and this Agreement may be deemed terminated by COUNTY, and COUNTY shall retain equipment, records and other property used in providing Collection Services on an interim basis until COUNTY has made other suitable arrangements for the provision of Collection Services, which may include award of this Agreement to another contractor.
- 24.5. Business Records. In the event that the Agreement is terminated, CONTRACTOR shall furnish COUNTY with immediate access to all of its business records related to its Customer and billing accounts for Collection Services.
- 24.6. Effective Date. In the event of any of the events specified above, and except as otherwise provided in this Article, termination shall be effective upon the date specified in COUNTY'S written notice to CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease, and COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors for the Services specified in this Agreement. For failure to perform under the terms of this Agreement, CONTRACTOR shall reimburse COUNTY all direct and indirect costs of providing interim Collection Services.
- 24.7. Immediate Termination. COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond or letter of credit as required by this Agreement, CONTRACTOR fails to obtain or maintain insurance policies and/or endorsements as required by this Agreement, or CONTRACTOR fails to provide the proof of insurance as required by this Agreement.
- 24.8. Termination Cumulative. COUNTY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
25. **Assignment.**
- 25.1. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by CONTRACTOR without the express written consent of COUNTY. COUNTY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by CONTRACTOR. Any assignment of this Agreement made by CONTRACTOR without the express written consent of COUNTY shall be null and void and shall be grounds for COUNTY to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to CONTRACTOR. Upon the date of such notice, this Agreement shall be deemed immediately terminated. Upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease. COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors, or any other person or company for the service which is the subject of this Agreement.

In the event of any assignment approved by COUNTY, the assignee shall fully assume all the duties, responsibilities and liabilities of CONTRACTOR set forth in this Agreement.

- 25.2. The use of a subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The Contract Administrator shall have the right to require the removal of any approved subcontractor for reasonable cause.
- 25.3. For purposes of this Article when used in reference to CONTRACTOR, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of at least fifty- one percent (51%) of CONTRACTOR'S assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR'S voting securities); (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of CONTRACTOR; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of CONTRACTOR'S property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of CONTRACTOR.
- 25.4. CONTRACTOR acknowledges that this Agreement involves rendering a vital service to COUNTY'S residents and businesses, and that COUNTY has selected CONTRACTOR to perform the services specified herein based on (i) CONTRACTOR'S experience, skill and reputation for conducting its Solid Waste Collection Services in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Solid Waste Collection Service practices, and (ii) CONTRACTOR'S financial resources to maintain the required equipment and to support its indemnity obligations to COUNTY under this Agreement. CONTRACTOR acknowledges that COUNTY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.

26. **Indemnities, Insurance, Bonds.**

26.1. Insurance.

26.1.1. Coverage Requirements. Without limiting its Indemnities, CONTRACTOR will secure and maintain insurance coverage meeting the following requirements. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the Coverage

Requirements set forth in this Article 26, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that the COUNTY incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of the COUNTY to verify the placement and continued existence of all insurance required under this Article 26, or the COUNTY'S knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR'S obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both the COUNTY and CONTRACTOR.

26.1.1.1. CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within Article 26 shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented pursuant to Section 26.1.4.2:

26.1.1.1.1. "The County of Monterey, and its agents, officers, and employees" shall be an additional insured under an ISO CG 2010 form, or a functional equivalent;

26.1.1.1.2. all such insurance shall include a waiver of any subrogation rights of that insurer against "The County of Monterey, and its agents, officers, and employees"; and

26.1.1.1.3. all such insurance shall contain provisions that the insurance is primary and noncontributing with any other insurance or self-insurance programs maintained by the County of Monterey, and its agents, officers, and/or employees.

26.1.1.2. CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within this Section 26 shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that the County of Monterey and its agents, officers, and employees shall be entitled to a dollar-one defense and indemnity as additional insureds.

26.1.1.3. In addition, to the extent that any primary or excess liability policy issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).

26.1.1.4. General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:

General Aggregate:	\$6 million
Products/Completion Operations Aggregate:	\$6 million
Personal and Advertising Injury:	\$5 million
Each Occurrence:	\$5 million

The general liability policy must provide coverage for liability assumed under an insured contract.

26.1.1.5. Pollution Legal Liability Coverage with a limit of not less than \$10 million per occurrence, including any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this Agreement, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage.

26.1.1.6. Automobile Liability Coverage

26.1.1.6.1. written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) with a limit of liability not less than \$10 million for each accident, including any deductibles or self-insured retentions;

26.1.1.6.2. endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and

26.1.1.6.3. covering all Vehicles (any auto).

If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

26.1.1.7. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:

Each accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option COUNTY may secure and maintain that insurance at its expense and CONTRACTOR will pay COUNTY the COUNTY'S reimbursement costs

therefore. This remedy is in addition to COUNTY'S right to declare a Default and terminate the Agreement under Article 24.

26.1.2. Insurer Qualifications. CONTRACTOR will secure insurance provided by an insurer that is acceptable to the COUNTY, is an admitted company in California, has a size category of VII or larger by A.M. Best Company, Inc., and has a rating of A or better by A.M. Best Company, Inc. unless COUNTY provides written authorization to amend this requirement.

26.1.3. Insurance Coverage Requirements for Subcontractors. For each subcontractor performing Collection Services, CONTRACTOR shall be responsible for determining, and for providing evidence to the COUNTY upon its request, that either: 1) CONTRACTOR is maintaining insurance required by this Section protecting CONTRACTOR and COUNTY interests against liabilities caused by the acts, errors or omissions of the subcontractor, or 2) the subcontractor is maintaining that insurance itself.

26.1.4. Evidence of Coverage. CONTRACTOR will provide certificates of insurance and endorsements required within this agreement 1) on or before the Agreement execution date, 2) Promptly upon renewal of policies, and 3) within ten (10) Work Days of COUNTY'S request.

26.1.4.1. Certificates of Insurance. CONTRACTOR will provide certificates containing at a minimum, the following information with respect to CONTRACTOR and any subcontractor:

26.1.4.1.1. Agreement name: explicitly identify this Agreement (for example, UNDER DESCRIPTION OF OPERATIONS), and if necessary to secure contractual liability coverage as an "insured contract" or otherwise, include a schedule or endorsement that specifically identifies this Agreement;

26.1.4.1.2. Types, policy numbers, policy effective / expiration dates and limits: explicitly reference each type and corresponding limit of coverage required under this Agreement, together with identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under this Agreement (such as "auto liability ISO form CA 00 12"). Where the Agreement does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as "pollution liability" under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as "pollution conditions caused by transported cargo" under SPECIAL PROVISIONS);

26.1.4.1.3. Thirty (30) days' cancellation notice: contain the express condition that COUNTY must be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

26.1.4.1.4. Deductibles and self-insured retentions: Upon COUNTY request, CONTRACTOR will provide a letter of credit, certificate of deposit or other financial assurance acceptable to COUNTY guaranteeing payment of all retained losses and related costs and expenses related to

investigations, claims administrations, and legal defense. The letter of credit or certificate of deposit must be provided by a bank satisfactory to COUNTY; and

26.1.4.1.5. Claims made: if any insurance coverage is written on a claims-made form (such as pollution liability), evidence that the "retro date" is before the Agreement execution date. CONTRACTOR must maintain that coverage for at least five (5) years after the termination date. Promptly upon COUNTY request, CONTRACTOR must provide COUNTY with evidence of that coverage. THIS PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT. CONTRACTOR shall continue to be responsible for having the COUNTY designated as an additional insured on all such policies.

26.1.4.2. Endorsements. CONTRACTOR must provide copies of the following endorsements or other documentation with respect to CONTRACTOR and any Subcontractor satisfactory to COUNTY; 1) additional insured endorsement to each liability policy, explicitly adding COUNTY and its "officers, agents, and employees" as additional insured; 2) waiver of subrogation; and 3) insurance is primary and not contributing with any other Insurance or self-insurance programs maintained by COUNTY and its officers and employees.

26.1.5. Notice of claims. If any Person makes a claim in connection with the performance of the work agreed upon in this contract against CONTRACTOR or any subcontractor exceeding the amount of any deductibles or self-insured retentions, CONTRACTOR will promptly notify COUNTY of the claim.

26.2. CONTRACTOR Indemnity, Defense and Release.

26.2.1. General. CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the CONTRACTOR'S performance of its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, except to the extent such claims, liabilities, or losses arise out of the negligence, willful misconduct or breach of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors. Notwithstanding anything to the contrary in the forgoing provision, the indemnity obligations of CONTRACTOR herein shall not in any way extend to indemnifying and/or defending the COUNTY for or against any claim, liability, damages, liens, penalties, or any costs or obligations whatsoever arising from, or related to, the COUNTY'S setting of rates or fees under this Agreement in connection with Proposition 218, Article XIIC and Article XIID of the California Constitution.

26.2.2. Reimbursement of Enforcement Costs. If CONTRACTOR fails to pay any Indemnities and that failure results in any costs to COUNTY, within fifteen (15) days of COUNTY'S request, CONTRACTOR will pay COUNTY'S reimbursement costs for those costs.

26.2.3. Indemnity From Employee Dishonesty. If any payments received by CONTRACTOR from Customers are lost, embezzled, or are otherwise improperly diverted as a result of the dishonesty of any employee of CONTRACTOR, before CONTRACTOR delivers the required remittance to the COUNTY from such payments, then CONTRACTOR shall not be relieved of its responsibility to make such remittances to the COUNTY, and CONTRACTOR shall indemnify and make whole the COUNTY from any such losses.

27. Performance Bond.

27.1. Performance Bond. CONTRACTOR shall furnish, and keep current during the term of this Agreement, a performance bond to ensure performance of this Agreement and each and every condition of this Agreement in a form acceptable to COUNTY no more than thirty (30) days after execution of this Agreement. The performance bond shall be equal to Five Million Dollars (\$5,000,000) and remain in force for the duration of this Agreement. The premium for the bond described above shall be paid by CONTRACTOR. The Surety or Sureties shall be a company or companies satisfactory to COUNTY and shall be duly authorized to conduct business in the State of California.

27.2. Letter of Credit. As an alternative to the performance bond required by Section 27.1, CONTRACTOR may provide for the issuance of an irrevocable standby letter of credit in the amount of Five Million Dollars (\$5,000,000) by a bank approved by COUNTY in its sole discretion (the "Bank"), for the benefit of COUNTY. The letter of credit must authorize the beneficiary COUNTY to draw, in one or more drawings, not less than Five Million Dollars (\$5,000,000) at the sole discretion of COUNTY.

27.2.1. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT. The form of the letter of credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, must be in a form acceptable to COUNTY. The letter of credit must be transferable to any successor or assign of COUNTY.

28. COUNTY Right to Perform Service.

28.1. Right to Perform. In the event CONTRACTOR, for any reason whatsoever, fails, refuses, or is unable to Collect, transport, or Dispose of any or all Solid Waste, Recyclables, Organic Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris which is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, any or all of these materials should accumulate in COUNTY to such an extent, in such a manner, or for such a time that COUNTY should find that such accumulation endangers or menaces the public health, safety, or welfare or upon CONTRACTOR default as set forth in Article 24, then COUNTY shall have the right, even if CONTRACTOR is not in breach of this Agreement, but not the obligation, upon twenty-four (24) hours prior written notice to CONTRACTOR during the period of such emergency as determined by COUNTY, (i) to perform, or cause to be performed, such services itself with its own or other personnel and equipment without liability to CONTRACTOR; and/or (ii) to take possession of any or all

of CONTRACTOR owned equipment or licensed equipment and utilize other property owned by CONTRACTOR (except if used by CONTRACTOR for customers in other jurisdictions) used or useful in the Collection, transportation, and Disposal or processing of Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris and to use such property to Collect, transport, and Dispose any Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E- Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris generated within the Service Area which CONTRACTOR would otherwise be obligated to Collect, transport, and properly Dispose or process pursuant to this Agreement. In such an event, CONTRACTOR shall immediately make available to COUNTY a listing and description, including street names, of all Collection Service Collection routes.

28.2. CONTRACTOR'S Notice. Notice of CONTRACTOR'S failure, refusal, or neglect to Collect, transport, and properly Dispose or process Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris may be given verbally by telephone to CONTRACTOR at its principal office and shall be effective immediately. Written confirmation of such verbal notification shall be sent to CONTRACTOR within twenty-four (24) hours of the verbal notification.

28.3. CONTRACTOR further agrees in such event:

28.3.1. It will take direction from COUNTY to effect the transfer of possession of equipment and property to COUNTY for COUNTY'S use.

28.3.2. It will, if COUNTY so requests, keep in good repair and condition all of such equipment, provide all such equipment all with fuel, oil, and other service, and provide such other service as may be necessary to maintain said property in operational condition.

28.3.3. Subject to any labor agreements then in effect, COUNTY may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, Recyclables, Organic Waste, Christmas Trees, Bulky Items, Construction and Demolition Debris and/or other materials, including, if COUNTY so desires, employees previously or then employed by CONTRACTOR. CONTRACTOR further agrees, if COUNTY so requests, to furnish COUNTY the services of any or all management or office personnel employed by CONTRACTOR whose services are necessary or useful for the provision of Collection Services and for the billing and Collection of fees for these services.

28.3.4. COUNTY agrees it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

28.3.5. If the interruption or discontinuance in service is caused by reason of Force Majeure as described herein, COUNTY shall pay to CONTRACTOR the reasonable rental value of equipment, possession of which is taken by COUNTY, for the period of COUNTY'S possession, if any, which extends beyond the period of time for which CONTRACTOR has rendered bills in advance of service, for the class of service involved. In any other circumstance where COUNTY provides service under this Article, COUNTY shall have no liability to CONTRACTOR and COUNTY will have all of the other remedies available to it under this Agreement or by law.

- 28.4. Temporary Possession of CONTRACTOR'S Equipment and Personnel. If COUNTY suffers an interruption or discontinuance of service, COUNTY may take possession of and use all of CONTRACTOR'S equipment and personnel described above until other suitable arrangements can be made for the provision of Collection Services which may include the grant of a franchise to another company.
- 28.5. Billing and Compensation to COUNTY During COUNTY'S Possession. During such time as COUNTY is providing Collection Services, as above provided, CONTRACTOR shall bill and collect payment from all users of the above-mentioned services. CONTRACTOR further agrees that, in such event, it shall reimburse COUNTY for any and all costs and expenses incurred by COUNTY in taking over possession of the above-mentioned equipment and property for Collection Services in such manner and to an extent as would otherwise be required of CONTRACTOR under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by COUNTY to CONTRACTOR of each statement listing such costs and expenses, but in no event later than five (5) Work Days from and after each such submission.
- 28.6. COUNTY'S Right to Relinquish Possession. It is further mutually agreed COUNTY may, at any time, at its discretion, relinquish possession of any or all of the abovementioned equipment or personnel to CONTRACTOR and thereupon demand CONTRACTOR resume Collection Services as provided in this Agreement, whereupon CONTRACTOR shall be bound to resume the same.
- 28.7. COUNTY'S Possession Not a Taking. COUNTY'S exercise of its rights under this Article (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of COUNTY to CONTRACTOR; and (iii) does not exempt CONTRACTOR from the indemnity provisions of this Agreement, which are meant to extend to circumstances arising under this Section, provided CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the negligence of COUNTY, its elective and appointive boards, commissions, officers, employees, agents and volunteers in the operation of Collection Service vehicles during the time COUNTY has taken possession of such Collection Service vehicles.
- 28.8. Duration of COUNTY'S Possession. COUNTY'S right pursuant to this Article to retain temporary possession of CONTRACTOR'S facilities and equipment and to render Collection Services shall terminate when COUNTY determines such services can be resumed by CONTRACTOR, or when COUNTY no longer reasonably requires such property or equipment. In any case, COUNTY has no obligation to maintain possession of CONTRACTOR'S property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to CONTRACTOR.
29. **Strikes and Similar Labor Actions.**
- 29.1. Strikes. In the event of a strike or similar labor action, but not including a lockout as set forth in Section 29.2 below, whereby employees of CONTRACTOR refuse to perform work for CONTRACTOR at normally anticipated levels or efficiency (a "strike") which affects the ability of CONTRACTOR to provide Collection Services within the Service Area in accordance with this Agreement, the following guidelines shall apply:
- 29.1.1. In conjunction with the execution of this Agreement, CONTRACTOR has discussed with COUNTY a strike contingency plan. From time to time during the term of this Agreement, CONTRACTOR and COUNTY shall meet to discuss changes to the strike contingency plan.

- 29.1.2. Within twelve (12) hours of notification to CONTRACTOR by labor that it has authorized a strike, CONTRACTOR shall notify Contract Administrator, by phone and email.
- 29.1.3. Within three (3) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with normal scheduled pick ups, CONTRACTOR shall meet with COUNTY to develop a strike implementation plan.
- 29.1.4. Within five (5) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.
- 29.1.5. Within ten (10) Work Days of a strike, CONTRACTOR is to use commercially reasonable efforts to bring in alternate work forces and provide Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY.
- 29.1.5.1. In the event CONTRACTOR'S alternate work force is unable to provide Collection Services in accordance with the normal schedules, volumes and routing set forth in this Agreement, or the schedules, volumes and routing in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.
- 29.1.6. In the event COUNTY elects to retain its own work force, COUNTY shall discuss the alternatives with CONTRACTOR before retaining such work force. Once COUNTY retains its own work force, COUNTY shall periodically, but not more often than weekly, invoice CONTRACTOR for the reasonable direct and indirect expenses of retaining such outside services and CONTRACTOR shall reimburse COUNTY for such expenses within ten (10) Work Days of invoice. COUNTY shall have the right to charge CONTRACTOR interest on invoices which are unpaid after ten (10) Work Days at the rate of one and one half (1.5%) percent per month (not compounded).
- 29.1.6.1. In the event of a strike, regardless of when and what level a replacement work force is deployed by CONTRACTOR, CONTRACTOR shall not be subject to liquidated damages for the first ten (10) Work Days following the actual strike.
- 29.1.7. After thirty (30) calendar days, if there is a continuing failure to perform Collection Services, such failure to perform shall be considered a default under Article 24 and COUNTY can cancel this Agreement between COUNTY and CONTRACTOR. In such an event, COUNTY shall not waive its right to seek damages from CONTRACTOR for any increase in cost of Collection incurred by COUNTY as a

result of the breach of this Agreement by CONTRACTOR and the consequential election by COUNTY to cancel this Agreement and move forward with Collection Services alternatives.

- 29.2. Lockout. The provisions of Section 29.1 shall not apply in the event of a lockout by CONTRACTOR. During such lockout period, CONTRACTOR shall be required to comply with all requirements of this Agreement and shall be subject to all provisions of this Agreement for non-compliance without exception and specifically including liquidated damages and default.

30. **Transition to Next Contractor.**

- 30.1. Transition. In the event CONTRACTOR is not awarded an agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and any subsequent contractors to assure a smooth transition of Collection Services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of SFD, MFD and Commercial Customers; providing a complete inventory of all Carts, Bins, Compactors, and Roll-off Containers; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to remove or, to the extent required under the terms of this Agreement, transfer ownership of Carts, Bins, Compactors, and Roll-Off Containers as appropriate to COUNTY; including transporting such containers to a location designated by the Contract Administrator; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

31. **General Requirements.**

- 31.1. Successors and Assigns. This Agreement will inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. The parties understand and agree that any Assignment of this Agreement shall be subject to Article 25 of this Agreement.
- 31.2. Compliance with Laws, Regulations, Ordinances and JPA Agreement. CONTRACTOR hereby agrees to abide with all applicable federal, state, and local laws, ordinances, and regulations. It is understood by CONTRACTOR that COUNTY has enacted local ordinances and is a member of two JPA's which have executed JPA Agreements for affecting a refuse control program. It is the responsibility of CONTRACTOR to become familiar with such federal and state laws and regulations and local ordinances and the JPA Agreements. The parties understand and agree that if any provision of federal or state law, local ordinances or the JPA Agreements are in conflict with this Agreement, state and federal laws and regulations, and local ordinances shall be the governing factor in regard to performance of this Agreement. COUNTY and CONTRACTOR agree that COUNTY has made a good faith effort to incorporate all material requirements of the current JPA Agreements into the provisions of this Agreement. In the event future changes or additions to state or federal laws or regulations, or local ordinances, or the JPA Agreements affect the performance of Collection Services as set forth in this Agreement, such changes or additions shall be considered modifications to this Agreement as set forth in Article 19 of this Agreement.

- 31.3. Nondiscrimination. CONTRACTOR hereby agrees to abide by all local, state and federal laws and regulations pertaining to discrimination in employment including that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, political affiliations or any other non-merit based factors, be subject to discrimination under this Agreement.
- 31.4. Access to Records. CONTRACTOR shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data or records relating to CONTRACTOR'S obligation under this Agreement, by the Fair Employment Practices Commission, to COUNTY or any appropriate employee, department, or agent designated by the Fair Employment Practices Commission or by COUNTY respectively, for the purpose of investigating Contractor's compliance with the California Fair Employment Practices Act in connection with this Agreement.
- 31.5. Notices. Any and all notices to be given under this Agreement, or which any party may desire to give to another, shall be in writing. Said notices shall be deemed to have been duly given on the date of personal delivery to the other party's place of business as designated below, as may be changed from time to time by written notice, or on the third day following deposit in the mail in the County of Monterey, California, said deposit to be by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below.
- 31.5.1. If to CONTRACTOR, notices required to be given by COUNTY to CONTRACTOR will be deemed received by CONTRACTOR upon being deemed "delivered" according to the provisions of this Section. Notice of Breach by COUNTY to CONTRACTOR may be given to CONTRACTOR verbally or by telephone at the principal office if confirmed in writing and delivered in person or by facsimile by noon the following day.
- 31.5.2. Notice to CONTRACTOR shall be addressed to the following addresses, as indicated:
- Name: District Manager
 Company: USA Waste of California, Inc.
 Address: 11240 Commercial Parkway, Castroville, CA95012
 Telephone: 831-796-2224
 Email: ramaro@wm.com
- And
- Name: Area Vice President
 Company: Waste Management
 Address: 1333 E. Turner Road, Lodi, CA 95240
 Telephone: 775-326-2313
- and
- Name: Legal Counsel
 Company: Waste Management
 Address: 222 S. Mill Avenue, Suite 301, Tempe, AZ 85281

Telephone:

Email: jbohn@wm.com

31.5.3. If to COUNTY, to the name and address as indicated below:

Name: Elsa Mendoza Jimenez, Director of Health Services

Company: County of Monterey

Address: 1270 Natividad Road, Salinas, CA 93906

Telephone: 831-755-4621

Email: jimenezem@countyofmonterey.gov

Either party may designate a different mailing address or a different facsimile number or telephone number by providing written notice to the other party as provided in this Section.

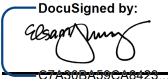
31.5.4. Notice by COUNTY to CONTRACTOR of a missed pick-up or a Customer problem or complaint may be given to CONTRACTOR verbally, by telephone at CONTRACTOR'S local office with written confirmation sent by facsimile or U.S. mail within twenty-four (24) hours of the verbal notification.

- 31.6. Severability. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
- 31.7. No Use of COUNTY Name. CONTRACTOR will not do business as or use a corporate, partnership, venture or other formal name, containing the name of COUNTY or implying government ownership.
- 31.8. Entire Agreement; Incorporation of Exhibits. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties understand and agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or unreferenced agreements, whether verbal or written. This Agreement and Exhibits 1-11, attached hereto and incorporated by this reference as though fully set forth herein represent the entire agreement of COUNTY and CONTRACTOR with respect to the services to be provided under this Agreement. No prior written or verbal statement or proposal shall alter any term or provision of this Agreement.
- 31.9. Modification, Amendment or Rescission. This Agreement may be amended, modified, or rescinded by a written agreement between CONTRACTOR and COUNTY which is executed by their authorized representatives.
- 31.10. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties and their representatives, successors, and permitted assigns.

- 31.11. Advice of Counsel/Negotiated Agreement. Each of the parties has received the advice of legal counsel prior to signing this Agreement. The parties understand and agree that no provision or provisions of this Agreement may be subject to any rule of construction based upon any party being considered the party "drafting" this Agreement.
- 31.12. Interpretation. This Agreement shall be interpreted and construed reasonably in light of the whole Agreement, and shall not be construed either strictly for or against either party, regardless of the degree to which either party participated in its drafting.
- 31.13. Headings and Font. Any caption or heading in this Agreement which incorporates Exhibits 1-11 is for convenience of reference and does in any way control or affect the scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration and does not in any way imply relative importance or unimportance of any provision of this Agreement.
- 31.14. Waiver. Waiver of any term or condition contained in this Agreement by any party to this Agreement shall be in writing and shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in the Agreement. The subsequent acceptance by COUNTY of any fee, tax, or any other monies which become due from CONTRACTOR to COUNTY shall not be deemed to be a waiver by COUNTY of any breach or violation of any term, covenant, or condition of this Agreement.
- 31.15. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into this Agreement.
32. **Effective Date.**
- 32.1. This Agreement shall become effective at such time as it is properly executed by COUNTY and CONTRACTOR, and CONTRACTOR shall begin Collection Services, as covered herein, in the Service Area, as set forth in Exhibit 5, commencing on January 1, 2025.
33. **Execution Of Agreement.**
- 33.1. Execution in Counterparts. This Agreement may be signed in any number of original counterparts. All counterparts will constitute but one and the same Agreement.
- 33.2. Authority to Execute.
- 33.2.1. COUNTY warrants that its officers listed below have been duly authorized to execute this Agreement on its behalf.
- 33.2.2. CONTRACTOR warrants that the individuals listed below have been duly authorized to execute this Agreement on behalf of CONTRACTOR.

[Signatures following page]

COUNTY OF MONTEREY
a political subdivision
of the State of California

By: 
C7A30BA39CA0423...
Elsa Mendoza Jimenez
Director of Health Services

Date: 12/23/2024 | 1:57 PM PST

APPROVED AS TO FORM & LEGALITY:

By: 
5C29050B5BAC433...
David Stratton, Vice-President and
Assistant Secretary

Date: 12/23/2024 | 11:45 AM PST

APPROVED AS TO FISCAL PROVISIONS:

By: 
4E7E05767945AAE...
Jennifer Forsyth

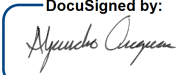
Date: 12/23/2024 | 1:50 PM PST

APPROVED AS TO LIABILITY PROVISIONS:

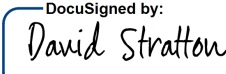
By: _____

Date: _____

USA WASTE OF CALIFORNIA, INC.
DBA CARMEL MARINA CORPORATION

DocuSigned by:

2F270A619B004A9...
Alex Oseguera, President

Date: 12/05/2024

DocuSigned by:

B2615C4CF36244B...
David Stratton, Vice-President and
Assistant Secretary
12/04/2024

Date: _____

EXHIBITS

Exhibit 1 - Approved Rates and Charges

Effective January 1, 2025

The Board of Supervisors may amend, but not unilaterally reduce, the Rates, whereupon the amended Rates will automatically be deemed to apply to this Agreement without any further action. CONTRACTOR is deemed to have knowledge of applicable law, including such Rate resolutions or ordinances of the County Board. However, for convenience of administering this Agreement the Parties may from time to time amend this Attachment by attaching the most recent dated current Rate resolution or ordinance to this Attachment.

In addition, in accordance with Section 11.21 of this Agreement, if Customer requests Collection Services at a container capacity and/or Collection frequency not provided in the Rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer.



Monterey County West - MRWMD
Proposed Rates Effective 1/1/2025

Residential Services

Solid Waste*	Monthly Rate	
35 Gallon Solid Waste Service	\$47.92	Also includes recycle and organics
64 Gallon Solid Waste Service	\$75.08	Also includes recycle and organics
96 Gallon Solid Waste Service	\$93.90	Also includes recycle and organics
Legacy 20 Gallon Solid Waste Service**	\$43.67	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart
**Only for legacy customers transitioning to 35 gallon rate by 2026. Not offered to new or existing customers

Additional Solid Waste Carts	Monthly Rate	Additional Recycle Carts	Monthly Rate	Additional Organics Carts	Monthly Rate
35 Gallon Cart	\$38.30	35 Gallon Cart	\$9.59	35 Gallon Cart	\$9.59
64 Gallon Cart	\$60.06	64 Gallon Cart	\$15.01	64 Gallon Cart	\$15.01
96 Gallon Cart	\$75.08	96 Gallon Cart	\$18.78	96 Gallon Cart	\$18.78

Extra Pickups (All Materials)	Rate
35 Gallon Extra Pickup	\$35.54
64 Gallon Extra Pickup	\$55.70
96 Gallon Extra Pickup	\$69.66

Residential Ancillary Services	Rate	Description
Backyard Service - for standard three carts	\$35.94	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	\$12.01	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	\$103.22	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$103.22	one cart per material type at no charge per calendar year
Annual Bulky Pickup	\$0.00	One event per year, 5 items
Additional Bulky Pickups	\$123.55	in excess of once per year (up to 5 items)
Return for Inaccessible Containers	\$82.71	per occurrence if more than 2 times per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience fee for residential	\$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Monterey County West - MRWMD						
Proposed Rates Effective 1/1/2025						
Commercial Services						
Solid Waste Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
	35 Gallon Solid Waste Cart	\$35.50	\$71.00	\$106.51	\$142.01	\$177.51
	64 Gallon Solid Waste Cart	\$55.25	\$110.50	\$165.76	\$221.01	\$276.26
	96 Gallon Solid Waste Cart	\$68.41	\$136.81	\$205.22	\$273.63	\$342.04
	Additional 35 Gallon Solid Waste Cart	\$28.40	\$56.80	\$85.20	\$113.60	\$142.00
	Additional 64 Gallon Solid Waste Cart	\$44.20	\$88.40	\$132.60	\$176.80	\$221.01
	Additional 96 Gallon Solid Waste Cart	\$54.71	\$109.41	\$164.12	\$218.83	\$273.54
Solid Waste Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
	1 Yard Solid Waste Bin	\$129.73	\$259.46	\$389.19	\$518.92	\$648.65
	1.5 Yard Solid Waste Bin	\$172.26	\$344.51	\$516.77	\$689.03	\$861.29
	2 Yard Solid Waste Bin	\$199.78	\$399.56	\$599.34	\$799.12	\$998.90
	3 Yard Solid Waste Bin	\$299.68	\$599.36	\$899.04	\$1,198.72	\$1,498.40
	4 Yard Solid Waste Bin	\$384.06	\$768.11	\$1,152.17	\$1,536.22	\$1,920.28
	6 Yard Solid Waste Bin	\$552.69	\$1,105.38	\$1,658.08	\$2,210.77	\$2,763.46
	8 Yard Solid Waste Bin	\$705.79	\$1,411.57	\$2,117.36	\$2,823.14	\$3,528.93
Solid Waste Compactor Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
	1 Yard Solid Waste Compactor	\$259.46	\$518.92	\$778.38	\$1,037.84	\$1,297.30
	2 Yard Solid Waste Compactor	\$399.57	\$799.14	\$1,198.71	\$1,598.28	\$1,997.85
	3 Yard Solid Waste Compactor	\$599.35	\$1,198.70	\$1,798.05	\$2,397.40	\$2,996.75
	4 Yard Solid Waste Compactor	\$768.11	\$1,536.22	\$2,304.34	\$3,072.45	\$3,840.56
	5 Yard Solid Waste Compactor	\$936.75	\$1,873.50	\$2,810.24	\$3,746.99	\$4,683.74
	6 Yard Solid Waste Compactor	\$1,105.38	\$2,210.77	\$3,316.15	\$4,421.54	\$5,526.92
	7 Yard Solid Waste Compactor	\$1,258.48	\$2,516.96	\$3,775.43	\$5,033.91	\$6,292.39
	8 Yard Solid Waste Compactor	\$1,411.57	\$2,823.14	\$4,234.72	\$5,646.29	\$7,057.86
Recycle Cart Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
	35 Gallon Recycle Cart	\$31.95	\$63.91	\$95.86	\$127.82	\$159.77
	64 Gallon Recycle Cart	\$49.73	\$99.45	\$149.18	\$198.90	\$248.63
	96 Gallon Recycle Cart	\$61.56	\$123.13	\$184.69	\$246.25	\$307.82
	Additional 35 Gallon Recycle Cart	\$25.36	\$50.72	\$76.08	\$101.44	\$126.80
	Additional 64 Gallon Recycle Cart	\$39.48	\$78.96	\$118.44	\$157.92	\$197.40
	Additional 96 Gallon Recycle Cart	\$48.87	\$97.74	\$146.61	\$195.48	\$244.35
Recycle Bin Services	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
	1 Yard Recycle Bin	\$116.76	\$233.52	\$350.28	\$467.04	\$583.80
	1.5 Yard Recycle Bin	\$155.04	\$310.08	\$465.12	\$620.16	\$775.20
	2 Yard Recycle Bin	\$179.81	\$359.62	\$539.43	\$719.24	\$899.05
	3 Yard Recycle Bin	\$269.70	\$539.40	\$809.10	\$1,078.80	\$1,348.50
	4 Yard Recycle Bin	\$345.65	\$691.30	\$1,036.95	\$1,382.60	\$1,728.25
	6 Yard Recycle Bin	\$497.42	\$994.84	\$1,492.26	\$1,989.68	\$2,487.10
	8 Yard Recycle Bin	\$635.21	\$1,270.42	\$1,905.63	\$2,540.84	\$3,176.05
Recycle Compactor Bin Services - Customer Owned	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
	1 Yard Recycle Compactor Bin	\$233.51	\$467.02	\$700.53	\$934.04	\$1,167.55
	2 Yard Recycle Compactor Bin	\$359.61	\$719.22	\$1,078.83	\$1,438.44	\$1,798.05
	3 Yard Recycle Compactor Bin	\$539.42	\$1,078.84	\$1,618.26	\$2,157.68	\$2,697.10
	4 Yard Recycle Compactor Bin	\$691.30	\$1,382.60	\$2,073.90	\$2,765.20	\$3,456.50
	5 Yard Recycle Compactor Bin	\$843.08	\$1,686.16	\$2,529.24	\$3,372.32	\$4,215.40
	6 Yard Recycle Compactor Bin	\$994.84	\$1,989.68	\$2,984.52	\$3,979.36	\$4,974.20
	7 Yard Recycle Compactor Bin	\$1,132.63	\$2,265.26	\$3,397.89	\$4,530.52	\$5,663.15
	8 Yard Recycle Compactor Bin	\$1,270.41	\$2,540.82	\$3,811.23	\$5,081.64	\$6,352.05
Yard Waste Cart Services	1xWeek	2xWeek	3xWeek			
	64 Gallon Yard Waste Cart	\$60.47	\$120.94	\$181.41		
	96 Gallon Yard Waste Cart	\$69.85	\$139.70	\$209.55		
	Additional 64 Gallon Yard Waste Cart	\$50.17	\$100.35	\$150.52		
	Additional 96 Gallon Yard Waste Cart	\$59.55	\$119.11	\$178.66		
Food Waste Services	1xWeek	2xWeek	3xWeek			
	64 Gallon Food Waste Cart	\$60.47	\$120.95	\$181.42		
	Additional 64 Gallon Food Waste Cart	\$50.17	\$100.35	\$150.52		
	2 Yard Food Waste Bin	\$285.41	\$570.82	\$856.23		
	2 Yard Food Waste Compactor	\$570.81	\$1,141.62	\$1,712.43		
Extra Pickups (All Materials)						
35 Gallon Extra Pickup	\$37.61					
64 Gallon Extra Pickup	\$58.55					
96 Gallon Extra Pickup	\$72.48					
1 Yard Extra Pickup	\$92.66					
1.5 Yard Extra Pickup	\$123.05					
2 Yard Extra Pickup	\$142.70					
3 Yard Extra Pickup	\$214.05					
4 Yard Extra Pickup	\$274.33					
6 Yard Extra Pickup	\$398.78					
8 Yard Extra Pickup	\$504.13					
Commercial Installations*						
1 Cubic Yard Instabin	\$171.45					
2 Cubic Yard Instabin	\$259.63					
3 Cubic Yard Instabin	\$389.42					
4 Cubic Yard Instabin	\$497.52					
6 Cubic Yard Instabin	\$713.73					
8 Cubic Yard Instabin	\$908.24					
*One time use or special events only. Not to be used for regular or permanent customers.						
Commercial Ancillary Services						
	Rate		Description			
Cart Roll Out Service	\$12.01	per cart				
Difficult to Service Cart Customers	150%	of Monthly Rate				
Cart Cleaning Fee	\$134.02	per cart per occurrence				
Cart Exchange	\$134.02	each, in excess of 1 per calendar year				
Cart Replacement (Lost or Stolen)	\$134.02	one cart per material type at no charge per calendar year				
Multi Family Annual Bulky Pickup	\$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)				
Multi Family Annual Bulky - Excess Item	\$25.74	Per item in excess of what is included in annual bulky pickup				
Multi Family Additional Bulky Pickup - trip charge	\$93.97	In excess of once per year pickup (Must be scheduled by manager/account holder)				
Multi Family Additional Bulky Pickup - per item charge	\$25.74	Per item				
Return for Inaccessible Containers	\$94.06	per occurrence if more than 2 times per calendar year				
Lock charge per enclosure	\$47.01	per month per enclosure				
Lock charge per container	\$18.82	per month per container				
Reactivation Fee	\$47.01	after County approved service suspension				
Bin Push Rate: 1-25 ft	\$46.81					
Bin Push Rate: 26-49 ft	\$93.58					
Bin Push Rate: 50-75 ft	\$140.40					
Bin Push Rate: 76-100 ft	\$187.24					
Bin Push Rate: 101-125 ft	\$234.03					
Bin Push Rate: 126+ ft	\$280.80					
Bin Cleaning Fee	\$210.60	per bin per occurrence				
Bin Exchange	\$140.40	each, in excess of 1 per calendar year				
Bin Replacement (Lost or Stolen)	\$842.43	one bin per material type at no charge per calendar year				
Insufficient Funds	\$25.00	Check returned unpaid by financial institution				
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded				
Convenience fee for commercial accounts	\$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.				



Monterey County East - SVSWA
Proposed Rates Effective 1/1/2025

Residential Services

<u>Solid Waste*</u>	<u>Monthly Rate</u>	
35 Gallon Solid Waste Service	\$48.21	Also includes recycle and organics
64 Gallon Solid Waste Service	\$75.60	Also includes recycle and organics
96 Gallon Solid Waste Service	\$94.50	Also includes recycle and organics
Legacy 20 Gallon Solid Waste Service**	\$43.94	Also includes recycle and organics

*Solid Waste rates include one 64 or 96 gallon recycling and one 64 or 96 gallon organics cart
**Only for legacy customers transitioning to 35 gallon rate by 2026. Not offered to new or existing customers

<u>Additional Solid Waste Carts</u>	<u>Monthly Rate</u>	<u>Additional Recycle Carts</u>	<u>Monthly Rate</u>	<u>Additional Organics Carts</u>	<u>Monthly Rate</u>
35 Gallon Cart	\$38.54	35 Gallon Cart	\$9.64	35 Gallon Cart	\$9.64
64 Gallon Cart	\$60.47	64 Gallon Cart	\$15.12	64 Gallon Cart	\$15.12
96 Gallon Cart	\$75.60	96 Gallon Cart	\$18.90	96 Gallon Cart	\$18.90

<u>Extra Pickups (All Materials)</u>	<u>Rate</u>
35 Gallon Extra Pickup	\$36.16
64 Gallon Extra Pickup	\$56.70
96 Gallon Extra Pickup	\$70.88

<u>Residential Ancillary Services</u>	<u>Rate</u>	<u>Description</u>
Backyard Service - for standard three carts	\$36.17	1 cart each, MSW, Recycle, Organics Cart
Backyard Service - per cart if not on standard 3 carts	\$12.07	per cart if less than 3 carts or for each additional if more than 3 carts
Difficult to Service	150%	of Monthly Rate
Cart Exchange	\$134.78	each, in excess of 1 per calendar year
Cart Replacement (lost or stolen)	\$134.78	one cart per material type at no charge per calendar year
Annual Bulky Pickup	\$0.00	One event per year, 5 items
Additional Bulky Pickups	\$123.55	In excess of once per year (up to 5 items)
Return for Inaccessible Containers	\$94.58	per occurrence if more than 2 times per calendar year
Insufficient Funds	\$25.00	Check returned unpaid by financial institution
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded
Convenience fee for residential	\$1.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.

Monterey County East - SVSWA						
Proposed Rates Effective 1/1/2025						
Commercial Services						
Solid Waste Cart Services						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Solid Waste Cart	\$35.74	\$71.47	\$107.21	\$142.94	\$178.68	\$214.42
64 Gallon Solid Waste Cart	\$55.60	\$111.20	\$166.79	\$222.39	\$277.99	\$333.59
96 Gallon Solid Waste Cart	\$68.85	\$137.70	\$206.55	\$275.40	\$344.26	\$413.11
Additional 35 Gallon Solid Waste Cart	\$28.58	\$57.15	\$85.73	\$114.30	\$142.88	\$171.45
Additional 64 Gallon Solid Waste Cart	\$44.49	\$88.98	\$133.47	\$177.96	\$222.46	\$266.95
Additional 96 Gallon Solid Waste Cart	\$55.07	\$110.13	\$165.20	\$220.27	\$275.34	\$330.40
Solid Waste Bin Services						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Bin	\$266.49	\$532.98	\$799.47	\$1,065.96	\$1,332.45	\$1,598.94
1.5 Yard Solid Waste Bin	\$259.29	\$518.59	\$777.88	\$1,037.17	\$1,296.46	\$1,555.76
2 Yard Solid Waste Bin	\$307.32	\$614.64	\$921.96	\$1,229.28	\$1,536.60	\$1,843.92
3 Yard Solid Waste Bin	\$443.68	\$887.36	\$1,331.04	\$1,774.72	\$2,218.40	\$2,662.08
4 Yard Solid Waste Bin	\$568.57	\$1,137.13	\$1,705.70	\$2,274.26	\$2,842.83	\$3,411.40
6 Yard Solid Waste Bin	\$818.24	\$1,636.49	\$2,454.73	\$3,272.98	\$4,091.22	\$4,909.46
8 Yard Solid Waste Bin	\$1,044.76	\$2,089.52	\$3,134.28	\$4,179.04	\$5,223.80	\$6,268.56
Solid Waste Compactor Services - Customer Owned						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Solid Waste Compactor	\$384.13	\$768.25	\$1,152.38	\$1,536.50	\$1,920.63	\$2,304.76
2 Yard Solid Waste Compactor	\$614.63	\$1,229.26	\$1,843.89	\$2,458.52	\$3,073.15	\$3,687.78
3 Yard Solid Waste Compactor	\$887.35	\$1,774.70	\$2,662.05	\$3,549.40	\$4,436.75	\$5,324.10
4 Yard Solid Waste Compactor	\$1,137.12	\$2,274.24	\$3,411.37	\$4,548.49	\$5,685.61	\$6,822.73
5 Yard Solid Waste Compactor	\$1,386.81	\$2,773.62	\$4,160.43	\$5,547.24	\$6,934.05	\$8,320.86
6 Yard Solid Waste Compactor	\$1,636.50	\$3,273.00	\$4,909.49	\$6,545.99	\$8,182.49	\$9,818.99
7 Yard Solid Waste Compactor	\$1,863.00	\$3,726.01	\$5,589.01	\$7,452.02	\$9,315.02	\$11,178.02
8 Yard Solid Waste Compactor	\$2,089.51	\$4,179.02	\$6,268.53	\$8,358.04	\$10,447.55	\$12,537.06
Recycle Cart Services						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
35 Gallon Recycle Cart	\$32.16	\$64.31	\$96.47	\$128.62	\$160.78	\$192.93
64 Gallon Recycle Cart	\$50.04	\$100.08	\$150.11	\$200.15	\$250.19	\$300.23
96 Gallon Recycle Cart	\$61.96	\$123.93	\$185.89	\$247.86	\$309.82	\$371.78
Additional 35 Gallon Recycle Cart	\$25.52	\$51.04	\$76.56	\$102.08	\$127.60	\$153.12
Additional 64 Gallon Recycle Cart	\$39.69	\$79.38	\$119.07	\$158.76	\$198.45	\$238.14
Additional 96 Gallon Recycle Cart	\$49.19	\$98.38	\$147.57	\$196.76	\$245.95	\$295.14
Recycle Bin Services						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Bin	\$172.86	\$345.72	\$518.58	\$691.44	\$864.30	\$1,037.16
1.5 Yard Recycle Bin	\$233.37	\$466.74	\$700.11	\$933.48	\$1,166.85	\$1,400.22
2 Yard Recycle Bin	\$276.58	\$553.16	\$829.74	\$1,106.32	\$1,382.90	\$1,659.48
3 Yard Recycle Bin	\$399.31	\$798.62	\$1,197.93	\$1,597.24	\$1,996.55	\$2,395.86
4 Yard Recycle Bin	\$511.70	\$1,023.40	\$1,535.10	\$2,046.80	\$2,558.50	\$3,070.20
6 Yard Recycle Bin	\$736.42	\$1,472.84	\$2,209.26	\$2,945.68	\$3,682.10	\$4,418.52
8 Yard Recycle Bin	\$940.28	\$1,880.56	\$2,820.84	\$3,761.12	\$4,701.40	\$5,641.68
Recycle Compactor Bin Services - Customer Owned						
	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek
1 Yard Recycle Compactor Bin	\$345.72	\$691.44	\$1,037.16	\$1,382.88	\$1,728.60	\$2,074.32
2 Yard Recycle Compactor Bin	\$553.16	\$1,106.32	\$1,659.48	\$2,212.64	\$2,765.80	\$3,318.96
3 Yard Recycle Compactor Bin	\$798.62	\$1,597.24	\$2,395.86	\$3,194.48	\$3,993.10	\$4,791.72
4 Yard Recycle Compactor Bin	\$1,023.41	\$2,046.82	\$3,070.23	\$4,093.64	\$5,117.05	\$6,140.46
5 Yard Recycle Compactor Bin	\$1,248.13	\$2,496.26	\$3,744.39	\$4,992.52	\$6,240.65	\$7,488.78
6 Yard Recycle Compactor Bin	\$1,472.84	\$2,945.68	\$4,418.52	\$5,891.36	\$7,364.20	\$8,837.04
7 Yard Recycle Compactor Bin	\$1,676.70	\$3,353.40	\$5,030.10	\$6,706.80	\$8,383.50	\$10,060.20
8 Yard Recycle Compactor Bin	\$1,880.56	\$3,761.12	\$5,641.68	\$7,522.24	\$9,402.80	\$11,283.36
Organics - Food and Yard Waste						
	1xWeek	2xWeek	3xWeek			
64 Gallon Food and Yard Waste Cart	\$57.34	\$114.68	\$172.01			
Additional 64 Gallon Food and Yard Waste Cart	\$47.14	\$94.28	\$141.42			
2 Yard Food Waste Bin	\$439.02	\$878.04	\$1,317.06			
2 Yard Food Waste Compactor - Customer owned	\$877.98	\$1,755.96	\$2,633.94			
Yard Waste Only Services						
	1xWeek	2xWeek	3xWeek			
96 Gallon Yard Waste Cart	\$66.84	\$133.68	\$200.51			
Additional 96 Gallon Yard Waste Only Carts	\$56.55	\$113.10	\$169.64			
Extra Pickups (All Materials)						
35 Gallon Extra Pickup	\$38.29					
64 Gallon Extra Pickup	\$59.58					
96 Gallon Extra Pickup	\$73.76					
1 Yard Extra Pickup	\$137.19					
1.5 Yard Extra Pickup	\$185.21					
2 Yard Extra Pickup	\$219.51					
3 Yard Extra Pickup	\$316.91					
4 Yard Extra Pickup	\$406.12					
6 Yard Extra Pickup	\$584.46					
8 Yard Extra Pickup	\$746.25					
Commercial Instabins*						
1 Cubic Yard Instabin	\$171.45					
2 Cubic Yard Instabin	\$259.63					
3 Cubic Yard Instabin	\$389.42					
4 Cubic Yard Instabin	\$497.52					
6 Cubic Yard Instabin	\$713.73					
8 Cubic Yard Instabin	\$908.24					
*One time use or special events only. Not to be used for regular or permanent customers.						
Commercial Ancillary Services						
	Rate	Description				
Cart Roll Out Service	\$12.07	per cart				
Difficult to Service Cart Customers	150%	of Monthly Rate				
Cart Cleaning Fee	\$134.87	per cart per occurrence				
Cart Exchange	\$127.95	each, in excess of 1 per calendar year				
Cart Replacement (Lost or Stolen)	\$127.95	one cart per material type at no charge per calendar year				
Multi Family Annual Bulky Pickup	\$0.00	Once per year for all units (2 items per unit. Must be scheduled by manager/account holder)				
Multi Family Annual Bulky - Excess Items	\$25.74	Per item in excess of what is included in annual bulky pickup				
Multi Family Additional Bulky Pickup - trip charge	\$89.79	In excess of once per year pickup (Must be scheduled by manager/account holder)				
Multi Family Additional Bulky Pickup - per item charge	\$25.74	Per item				
Return for Inaccessible Containers	\$89.79	per occurrence if more than 2 times per calendar year				
Lock charge per enclosure	\$44.87	per month per enclosure				
Lock charge per container	\$17.98	per month per container				
Reactivation Fee	\$44.87	after County approved service suspension				
Bin Push Rate: 1-25 ft	\$47.52					
Bin Push Rate: 26-49 ft	\$95.05					
Bin Push Rate: 50-75 ft	\$142.60					
Bin Push Rate: 76-100ft	\$190.10					
Bin Push Rate: 101-125 ft	\$237.65					
Bin Push Rate: 126+ ft	\$285.16					
Bin Cleaning Fee	\$213.89	per bin per occurrence				
Bin Exchange	\$142.60	each, in excess of 1 per calendar year				
Bin Replacement (Lost or Stolen)	\$855.49	one bin per material type at no charge per calendar year				
Insufficient Funds	\$25.00	Check returned unpaid by financial institution				
Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded				
Convenience fee for commercial accounts	\$9.99	Per transaction. Fee for paying with credit card, debit card, or digital wallet.				

*Note: All Bin, compacted box and non-compacted box per pull service rates include collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee) plus disposal and the disposal franchise fee.

Disposal Site & Material Type		
Johnson Canyon LF MSW	\$71.94	Per Ton
Johnson Canyon LF Mixed C&D	\$71.94	Per Ton
Marina LF Recycle	\$44.44	Per Ton
Johnson Canyon LF Organics	\$64.72	Per Ton
Johnson Canyon LF White Goods (w/Freon)	\$16.67	Each
Johnson Canyon LF Wood	\$64.72	Per Ton
Johnson Canyon LF Inert - Concrete	\$19.33	Per Ton
Johnson Canyon LF Inert- Asphalt	\$11.11	Per Ton
Johnson Canyon LF Inert - Dirt	\$71.94	Per Ton

Roll Off Ancillary Services		Rate	Description
	Relocation	\$285.16	RO Box relocated at customers current site - per occurrence
	Dry Run	\$380.24	trip charge, no haul - per occurrence
	Stand By per hour	\$190.10	per hour
Stand By per day - 6 hour maximum		\$2,203.38	per day - 6 hour maximum
	Reactivation Fee	\$18.29	after County approved service suspension
	Demurrage Per Day	\$29.77	temporary rental, after five (5) days, not including delivery and removal days
	Insufficient Funds	\$25.00	Check returned unpaid by financial institution
	Late Payment Fee (unpaid invoices)	1.50%	30 days from date of invoice. \$5.00 minimum not compounded

Emergency Rates	
<u>Employee</u>	<u>Hourly Rate</u>
Driver	\$283.08
Supervisor	\$330.26
Helper	\$188.89
<u>Equipment Type</u>	<u>Hourly Rate</u>
Side Loader - Autocar	\$283.08
Commercial Front End Loader - Autocar	\$330.26
Rear End Loader - Autocar	\$283.08
Roll Off - Autocar	\$283.08
Flat Bed Truck - Autocar	\$141.53
Collection Vehicle Travel Charge per Mile	\$13.23

Exhibit 2 - Refuse Rate Index

The “Refuse Rate Index” adjustment shall be calculated in the following manner:

The expenses of Collection Services for the designated review period shall be prepared in a format set forth in the Operating Cost Statement, provided below.

The expenses of collection services shall be broken down into the following major Cost Categories: Labor, CNG/Diesel Fuel, Vehicle Replacement, Vehicle Maintenance, All Other, AB 939 fees, and Disposal.

The Data Sources below will be used to calculate the “RRI Percentage Change” for each Cost Category. The RRI Percentage Change will be based on the year over year 12-month average change ending in June. For example, if the rate adjustment is to be implemented January 1, 2025, the RRI Percentage Change will be based upon the year over year 12-month average change from July 2023 to June 2024. In the event any index is discontinued, a successor index shall be selected by the parties that is most closely equivalent to the discontinued index as recommended by the BLS.

The Disposal cost categories are based on the change in the most recent disposal and processing rates per ton available compared to the disposal and processing rates included in the previous year’s RRI calculation.

For each RRI adjustment, each Cost Category will be assigned an Item Weight percentage based on its proportionate share of all expenses in the Operating Cost Statement for Carmel Marina Corporation (CMC) for 12 months ending June. For example, if the rate adjustment is implemented on January 1, 2025, the Item Weight percentage will be based upon the Operating Cost Statement for the 12-month period ending June 30, 2024.

The Weighted Percentage Change for each Cost Category will equal the Percentage Change from the RRI Index multiplied by its Item Weight.

The Total Price Increase will be the sum of each Cost Category’s Weighted Percentage Change.

Operating Cost Statement:

The following costs will be included in the Operating Cost Statement from the Carmel Marina Corporation (CMC) financial statement.

Labor and Benefits: All labor accounts for Salaries, Wages – hourly & overtime, Bonuses, Commissions, Other Compensation, Compensated Absences & Vacation, Severance, Health & Welfare Insurance Premiums, Pension & Retirement Benefits, Workers Compensation costs, Payroll Taxes Other employee costs including safety gear, related to the services provided under this Contract. Employment, Hours, and Earnings from the Current Employment Statistics survey (National). Series ID: CEU6056210008

Diesel: Diesel Fuel Costs Diesel-Producer Price Index-Commodities. Series ID: WPU057303.

CNG Fuel: CNG fuel costs. CNG-Pacific Gas & Electric Company. Schedule G-NGV1

Vehicle Replacement: Collection and collection related vehicle depreciation accounts. Vehicle lease and rental accounts related to collection or collection related vehicles. Producer Price Index-Commodities. Series ID: WPU141301

Vehicle Maintenance: All collection and collection related vehicle paint, Tires, Parts & Supplies, Lubricants, Third Party Services, Other Maintenance accounts. Vehicle Maintenance Series ID: pcu336211336211

All Other: All other expense accounts related to the services provided under this Agreement not included above. This category includes, but not limited to, all insurance (e.g., general liability, fire, truck damage, and extended coverage); rent on property; truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; printing; postage; trade association dues and subscription; seminars & education; advertising; travel costs; taxes; and miscellaneous other items. Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services Series ID: CUUR0000SEHG.

AB939 Fees: Fees charged by Salinas Valley Solid Waste Authority.

Disposal: All disposal and processing accounts.

Exhibit 3 - Form of Guaranty

Guarantee Agreement

This Guarantee Agreement (this “Guarantee”), dated as of January 1, 2025, is made and entered into by Waste Management, Inc., a Delaware corporation (“Guarantor”).

WITNESSETH:

WHEREAS, USA Waste of California, Inc., a subsidiary of Guarantor (the “WM Subsidiary”) has entered into a Unified Franchise Agreement (the “Agreement”) effective as of January 1, 2025 with the County of Monterey, California (the “County”) pursuant to which WM Subsidiary has agreed to provide certain collection, disposal and processing services; and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement;

NOW THEREFORE, in consideration of County entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the financial obligations of WM Subsidiary (the “Obligations”) to County in accordance with the Agreement. To the extent that WM Subsidiary shall fail to pay any Obligations, Guarantor shall promptly pay to County the amount due. This Guarantee shall constitute a guarantee of payment and not of collection. The liability of Guarantor under the Guarantee shall be subject to the following:

Guarantor’s liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney’s fees.

2. DEMANDS AND NOTICE. If WM Subsidiary fails or refuses to pay any Obligations, County shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to pay and demand that payment be made by WM Subsidiary. If WM Subsidiary’s failure or refusal to pay continues for a period of fifteen (15) days after the date of County’s notice to WM Subsidiary, and County has elected to exercise its rights under this Guarantee, County shall make a demand upon Guarantor (hereinafter referred to as a “Payment Demand”). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that County is calling upon Guarantor to pay under this Guarantee. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that County seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of County in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by email, as follows:

To County:

DocuSigned by:

 1270 Natividad Road, Salinas, CA 93906
jimenezem@countyofmonterey.gov

To Guarantor: _____

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by email shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by email shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8 MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by County, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of County, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and County and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

WASTE MANAGEMENT, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit 4 - Omitted

Exhibit 5 - Service Area

The boundaries of the Service Area are as indicated below:

South Boundary- San Luis Obispo County line

East Boundary- the San Benito/Fresno/Kings County lines

West Boundary- the Pacific Ocean

North Boundary- The Santa Cruz County line.

Exhibit 6 - JPA Boundaries

MRWMD Description (West)

The Monterey Regional Waste Management District jurisdictional boundaries include the cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Monterey, Pacific Grove, Sand City, Seaside, and the unincorporated areas of Big Sur, Carmel Highlands, Carmel Valley, Castroville, Corral De Tierra, Laguna Seca, Moss Landing, Pebble Beach, San Benancio, and Toro Park. The District covers a total of 853 square miles.

SVSWA Description (East)

The Salinas Valley Solid Waste Authority jurisdictional boundaries include the cities of Gonzales, Greenfield, King City, Salinas, and Soledad and the unincorporated eastern portion of Monterey County. The Authority covers roughly 2,450 square miles.

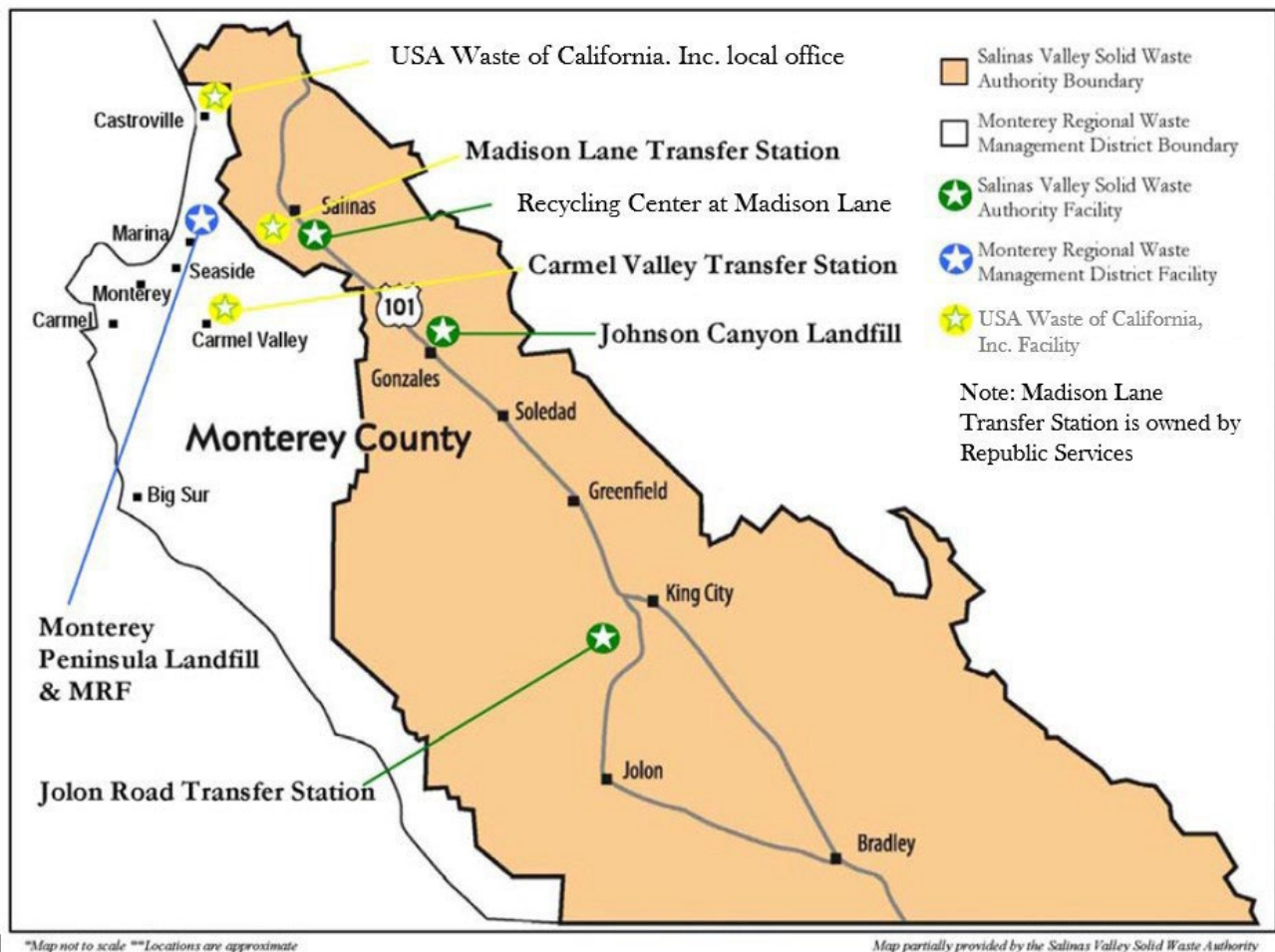


Exhibit 7 - Reports

Section	Report	Report Frequency
	Collections	
5.8	Used Oil Filter Collection (oil volume and number of filters)	Monthly
5, 6, 7, 8	Diversion Report for Collection Services (see separate spreadsheet)	Monthly and Quarterly
5.10	Battery Collection	(included in diversion report)
5.7, 6.6	On-Call Bulky Collection	(included in diversion report)
9.1	Christmas tree collection and diversion	(included in diversion report)
8	On-Call Bins and Roll-off Collection Services	(included in diversion report)
9.2	Employee Housing Site Program	Monthly
9.4	County Clean-up Services	Monthly
9.5	Large Venue and Events Collection (see separate workbook)	6 weeks after event, included Monthly
9.6	Abandoned Solid Waste Collection (provided by Public Works)	Monthly
9.7	Community Drop-off Events	Monthly
3.15, 3.18, 5, 6, 7, 8, 17.5, 20.3	Container Delivery and Removal	Monthly
	Damage to Customer Property	
	Record of Inquiries and Complaints Received by Contractor	
	Spillage and Leaks	
	Missed Collections	
	Inadvertent Delivery of Unpermitted Waste	Monthly
	Non-Collection	Monthly
	Outreach and Education	
16	Public Education and Outreach Plan	Annual - Due to County for approval by December 1st
9.3	Participation in the Central Coast Recycling Media Coalition (CCRMC)	Monthly
6.7, 7.6, 16.1.2	Commercial and Multi-Family outreach conducted, presentations at schools and other community events	Monthly and Quarterly
16	Outreach materials distributed to Customers	As produced
	Other	
11.1, 11.16	Billing Reports (support of amounts billed and collected)	Monthly
11.3	Delinquent Accounts	Monthly
3	Franchise Infringement	Monthly
14.11	Vehicle Inventory	Upon Request
5, 6, 7, 8	Collection Services for SFD, MFD and Commercial Customers	Annual - provided for EAR report
	Customer Counts According to Service Type	
	Recycling and Green waste customer participation ratio	

Exhibit 8 - Omitted

Exhibit 9 - Emergency Backup Plan

[Will be added once developed by Contractor and County]

Exhibit 10 - County Facilities

Facility	Address	City	Service Description	Type	Quantity	Frequency (per week)
Health - Children's Medical Services	47 San Benancio Canyon Road	Salinas	6-YD BIN 96-GAL CART	MSW RECY	1 3	2X 1X
Library - Aromas	389 Blohm Ave	Aromas	96-GAL CART 64-GAL CART	MSW RECY	1 2	1X 1X
Library - Big Sur (Modular)	Highway 1 Ripplewood Resort	Big Sur	2-YD BIN 2-YD BIN	MSW RECY	1 1	3X 2X
Library - Carmel Valley	65 West Carmel Valley Road	Carmel Valley	96-GAL CART 96-GAL CART 96-GAL CART	MSW ORG RECY	1 1 1	1X 1X 1X
Library - Castroville w/ Dist 2 Supervisor	11140-11160 Speegle Street	Castroville	96-GAL CART 96-GAL CART 96-GAL CART	MSW RECY ORG	3 3 2	1X 1X 1X
Library - Prunedale	17822 Moro Road	Prunedale	2-YD BIN 96-GAL CART	MSW RECY	1 2	1X 1X
Parks - Jack's Peak Park	25020 Jack Peaks Park Road	Monterey	4-YD BIN	MSW	1	1X
Parks - Laguna Seca (43 Buildings)	1025 Highway 68	Salinas	4-YD BIN 3-YD BIN	MSW RECY	4 2	1X 1X
Parks- Laguna Seca (Rifle Range)	1025 Highway 68	Salinas	20-YD BOX 20-YD BOX 20-YD BOX	MSW ORG RECY	2 1 1	1X ON-CALL ON-CALL

Parks - Manzanita Park (3 Buildings)	17100 Castroville Blvd	Salinas	6-YD BIN 3-YD BIN 96-GAL CART	MSW MSW RECY	1 1 3	1X 1X 1X
Parks - Royal Oaks Park (9 Buildings)	537 Maher Road	Watsonville	20-YD BOX 6-YD BIN	MSW MSW	2 1	1X 1X
Parks - San Lorenzo Park (30 buildings)	1160 Broadway	King City	4-YD BIN 4-YD BIN 3-YD BIN 30-YD BOX	MSW RECY RECY ORG	4 1 1 2	1X 1X 1X ON-CALL
Parks - Toro Park (16 Buildings)	501 Monterey/Salinas Hwy 68	Salinas	64-GAL CART 64-GAL CART	MSW RECY	12 12	1X 1X
Parks - Toro Park (16 Buildings)	501 Monterey/Salinas Hwy 68	Salinas	20-YD BOX 20-YD BOX 20-YD BOX 15-YD BOX	MSW ORG METAL RECY	1 1 1 1	1X ON-CALL ON-CALL 1X
Probation - Rancho Cielo (100 ac lease)	700-710 Old Stage Road	Salinas	8-YD BIN 8-YD BIN 96-GAL CART 96-GAL CART	MSW RECY RECY ORG	1 1 6 4	1X 1X 1X 1X
Public Works - San Miguel Canyon Road Yard	1171 San Miguel Canyon Road	Salinas	2-YD BIN 2-YD BIN	MSW RECY	1 1	1X 1X
Fire Dept - Field Office, Chualar	24281 Washington Street	Chualar	96-GAL CART 96-GAL CART 64-GAL CART	MSW RECY ORG	2 1 1	1X 1X 1X

Exhibit 11 - County Sponsored Large Venue Events

COUNTY-SPONSORED SPECIAL EVENTS		Produced
Event		Estimated Yardage
1	Sea Otter Classic	750
2	Trans Am SpeedFest	180
3	Motul Course De Monterey (IMSA)	210
4	Ferrari Challenge	180
5	Firestone Grand Prix of Monterey (NTT INDYCAR)	240
6	MotoAmerica Superbike SpeedFest at Monterey	210
7	Monterey Pre-Reunion & Community Day	150
8	Rolex Monterey Motorsports Reunion	210
9	GRIDLIFE Festival (TBC)	180

Note: Assumes usage of 30-yard Roll-Off Containers for all materials. Size of containers utilized may be changed depending on event needs.