Original

CONTRACT NO. 1731

Approved at a Special Meeting of the San Fernando City Council on December 6, 2013

COLLECTION SERVICE AGREEMENT

Executed Between the City of San Fernando

and

Consolidated Disposal Service, LLC.

Approved
This 9th day of December 2013

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TABLE OF CONTENTS

Collection Service Agreement

COLLECTION SERVICE AGREEMENT 1
ARTICLE 1. DEFINITIONS 8
ARTICLE 2. TERM OF AGREEMENT 15
ARTICLE 3. SERVICES PROVIDED BY THE CONTRACTOR 15
ARTICLE 4. DIVERSION REQUIREMENTS 22
ARTICLE 5. SERVICE UNITS 25
ARTICLE 6. SFD COLLECTION SERVICES 25
ARTICLE 7. MFD COLLECTION SERVICES 32
ARTICLE 8. COMMERCIAL COLLECTION SERVICES 33
ARTICLE 9. CITY COLLECTION SERVICES 39
ARTICLE 10. CHARGES AND RATES 40
ARTICLE 11. COLLECTION ROUTES 43
ARTICLE 12. COLLECTION VEHICLES 44
ARTICLE 13. CUSTOMER SERVICE 45
ARTICLE 14. PUBLIC OUTREACH SERVICES 47
ARTICLE 15. EMERGENCY SERVICE PROVISIONS 50
ARTICLE 16. RECORD KEEPING & REPORTING REQUIREMENTS 50
ARTICLE 17. NONDISCRIMINATION 53
ARTICLE 18. SERVICE INQUIRIES AND COMPLAINTS 53
ARTICLE 19. QUALITY OF PERFORMANCE OF CONTRACTOR 54
ARTICLE 20. BILLING AUDIT AND PERFORMANCE REVIEWS 58
ARTICLE 21. PERFORMANCE BOND 59
ARTICLE 22. INSURANCE 59
ARTICLE 23. INDEMNIFICATION 62
ARTICLE 24. DEFAULT OF AGREEMENT 64
ARTICLE 25. MODIFICATIONS TO THE AGREEMENT 67
ARTICLE 26. LEGAL REPRESENTATION 69

ARTICLE 27. FINANCIAL INTEREST 69
ARTICLE 28. CONTRACTOR'S PERSONNEL 69
ARTICLE 29. EXEMPT WASTE 70
ARTICLE 30. INDEPENDENT CONTRACTOR 70
ARTICLE 31. LAWS TO GOVERN 70
ARTICLE 32. CONSENT TO JURISDICTION 70
ARTICLE 33. ASSIGNMENT 70
ARTICLE 34. COMPLIANCE WITH LAWS 71
ARTICLE 35. PERMITS AND LICENSES 72
ARTICLE 36. OWNERSHIP OF WRITTEN MATERIALS 72
ARTICLE 37. WAIVER 72
ARTICLE 38. PROHIBITION AGAINST GIFTS 72
ARTICLE 39. POINT OF CONTACT 72
ARTICLE 40. CONFLICT OF INTEREST 72
ARTICLE 41. NOTICES 73
ARTICLE 42. TRANSITION TO NEXT CONTRACTOR 73
ARTICLE 43. CONTRACTOR'S RECORDS 74
ARTICLE 44. ENTIRE AGREEMENT 74
ARTICLE 45. SEVERABILITY 74
ARTICLE 46. RIGHT TO REQUIRE PERFORMANCE 74
ARTICLE 47. ALL PRIOR AGREEMENTS SUPERSEDED 75
ARTICLE 48. HEADINGS 75
ARTICLE 49. EXHIBITS 75
ARTICLE 50. REPRESENTATIONS AND WARRANTIES 75
ARTICLE 51. EFFECTIVE DATE 77

EXHIBIT 1 Maximum Service Rates
EXHIBIT 2 City Facilities
EXHIBIT 3 Approved Facilities
EXHIBIT 4 City-Sponsored Events
EXHIBIT 5 Transition Plan

EXHIBIT 6 Public Education Plan
EXHIBIT 7 Diversion Plan
EXHIBIT 8 Customer Service Plan
EXHIBIT 9 Collection Service Operations Plan
EXHIBIT 10 Disposal Plan
EXHIBIT 11 Vehicle Specifications
EXHIBIT 12 Container Specifications
EXHIBIT 13 Approved Subcontractors

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CITY OF SAN FERNANDO

This Agreement is made and entered into this 9th day of December 2013, by and between the City of San Fernando, State of California, hereinafter referred to as "CITY" and Consolidated Disposal Service, LLC, a State of Delaware corporation, hereinafter referred to as "CONTRACTOR".

RECITALS

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

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

WHEREAS; pursuant to California Public Resources Code Section 40059(a) as may be amended from time to time, the CITY has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified contractor to provide for the collection of refuse, recyclable materials, and organic waste materials, except for collection of materials excluded in the CITY'S Municipal Code, and other services related to meeting the Act's 50 percent diversion goal and other requirements of the Act; and,

WHEREAS; the CITY further declares its intent to regulate and set the maximum rates CONTRACTOR will charge customers for the collection, transportation, processing, recycling, composting, and/or disposal of refuse, recyclable materials, and organic waste materials; and,

WHEREAS; the City Council has determined through a competitive procurement process for collection services that CONTRACTOR, by demonstrated experience, reputation and capacity, is qualified to provide for the collection of refuse, recyclable materials, and organic waste materials within the corporate limits of the CITY, the transportation of such material to appropriate places for processing, recycling, composting and/or disposal; and City Council desires that CONTRACTOR be engaged to perform such services on the basis set forth in this Agreement; and,

WHEREAS; the CONTRACTOR, through its proposal to the CITY, has proposed and represented that it has the ability and capacity to provide for the collection of refuse, recyclable materials, and organic waste materials within the corporate limits of the CITY; the transportation of such material to appropriate places for processing, recycling, composting and/or disposal; and the processing of materials; and,

WHEREAS, this Agreement has been developed by and is satisfactory to the CITY and the CONTRACTOR,

Now, therefore, in consideration of the mutual covenants, conditions and consideration contained herein, the CITY and CONTRACTOR hereby agree as hereinafter set forth:

ARTICLE 1. Definitions

For the purpose of this Collection Service Agreement, hereinafter referred to as "Agreement", the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase as contained in the CITY Municipal Code shall control. 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.

1.01 AB 939. The California Integrated Waste Management Act (California Public Resources Code Sections 40000 et al.), as amended from time to time.

1.02 AB 341. The California legislation (Stats. 2006, Ch. 476), as it may be amended from time to time, that, among other things, added Chapter 12.8 of Part 3 of Division 30 of the Public Resources Code (commencing with section 42649) imposing mandatory commercial recycling requirements and requirements that each jurisdiction implement an outreach and education program and monitor compliance with the mandatory commercial recycling requirements.

1.03 Agreement. The written document and all amendments thereto, between the CITY and the CONTRACTOR, governing the provision of Collection Services as provided herein.

1.04 Agreement Year. Each twelve (12) month period from July 1st to June 30th, except the first Agreement Year begins on February 15, 2014 and ends on June 30, 2015, and the last Agreement Year will end on February 14, 2024 unless otherwise extended by the CITY according to Article 2 of this Agreement.

1.05 Approved Sharps Container. A receptacle that is approved by CITY for the Collection of Sharps.

1.06 Bin. A metal or plastic container, with a capacity of one (1) cubic yard up to and including six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck that is approved for such purpose by the CITY.

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

1.08 Brown Goods. Electronic equipment such as stereos, televisions, VCR's, Personal Data Assistants (PDAs), telephones, and other similar items not containing cathode ray tubes (CRTs).

1.09 Business Service Unit. All retail, professional, office, wholesale and industrial facilities, and other commercial enterprises offering goods or services to the public.

1.10 Cart. A heavy plastic receptacle with wheels and a rated capacity not exceeding ninety-six (96) gallons, having a hinged tight-fitting lid, and wheels, that is approved for such purpose by the CITY.

1.11 CITY. The City of San Fernando, California.

1.12 City Collection Service. City Refuse Collection Service, City Recycling Collection Service, City Green Waste Collection Service, City Food Waste Collection Service, City Used Oil Collection Service, and City Debris Box Collection Service.

1.13 City Debris Box Collection Service. The Collection in Debris Boxes of City Refuse, Recyclable Materials, Organic Waste, or Construction and Demolition Debris generated by City Services Units, Collected and delivered by the CONTRACTOR to an appropriate processing facility or Disposal Facility.

1.14 City Refuse Collection Service. The Collection of Refuse generated from City Service Units that is Collected and delivered to the Disposal Facility by the CONTRACTOR.

1.15 City Food Waste Collection Service. The Collection of Food Waste by the CONTRACTOR from City Service Units in the Service Area, and the delivery of that Food Waste to an Organic Waste processing facility.

1.16 City Green Waste Collection Service. The Collection of Green Waste, generated from City Service Units, that is Collected and delivered to the Organic Waste Processing Facility by the CONTRACTOR.

1.17 City Recycling Collection Service. The Collection of Recyclable Materials, generated from City Service Units, that is Collected and delivered to the Materials Recovery Facility by the CONTRACTOR.

1.18 City Representative. The City Manager, or his/her designee, authorized to administer and monitor the provisions of this Agreement.

1.19 City Service Unit. Those CITY properties or locations as set forth in **Exhibit 2**, "City Facilities", which is attached to and included in this Agreement.

1.20 City Used Oil Collection Service. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the CONTRACTOR, from the City's corporation yard and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Contract.

1.21 Collection. The process whereby Refuse, Recyclable Materials, Green Waste, Food Waste, Organic Waste, Construction and Demolition Debris, Large Items, Used Oil, and Universal Waste are removed and transported to the Disposal Facility, Organic Waste Processing Facility, or Materials Recovery Facility, as appropriate.

1.22 Collection Services. Single-Family Collection Service (SFD), Multi-family Collection Service (MFD), City Collection Service, and Commercial Collection Service.

1.23 Commercial Collection Service. Commercial Refuse Collection Service, Commercial Recycling Collection Service, Commercial Food Waste Collection Service, Commercial Green Waste Collection Service, Commercial Universal Waste Collection Service, and Commercial Debris Box Collection Service.

1.24 Commercial Debris Box Collection Service. The Collection of Commercial Refuse, Recyclable Materials, Green Waste, or Construction and Demolition Debris in Debris Boxes by the CONTRACTOR from Commercial Service Units in the Service Area, and the delivery of collected Commercial Debris Boxes to an appropriate processing facility or Disposal Facility.

1.25 Commercial Food Waste Collection Service. The Collection of Commercial Food Waste by the CONTRACTOR from Commercial Service Units in the Service Area, and the delivery of that Commercial Food Waste to an Organic Waste processing facility.

1.26 Commercial Green Waste Collection Service. The Collection of Green Waste, generated from Commercial Service Units, that is Collected and delivered to the Organic Waste Processing Facility by the CONTRACTOR.

1.27 Commercial Recycling Collection Service. The Collection of Recyclable Materials by the CONTRACTOR from Commercial Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.28 Commercial Refuse Collection Service. The Collection of Refuse by the CONTRACTOR, from Commercial Service Units in the Service Area, and the delivery of that Refuse to the Disposal Facility.

1.29 Commercial Service Unit. Business Service Units and Mixed Use Dwellings that utilize a Refuse Cart or Bin for the accumulation and set-out of Refuse.

1.30 Commercial Universal Waste Collection Service. The Collection of Universal Waste by the CONTRACTOR from Commercial Service Units in the Service Area, and the appropriate disposition of the Universal Waste in accordance with the requirements of this Contract.

1.31 Compactor. Any Debris Box Container or Bin, which has a compaction mechanism, whether stationary or mobile.

1.32 Composting. The controlled biological decomposition of Organic Waste into a specific mixture of decayed organic matter used for fertilizing or soil conditioning.

1.33 Construction and Demolition Debris. Commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, gravel, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastics, roofing material, cardboard, carpeting, cinder blocks, concrete, copper, electrical wire, fiberglass, formica, granite, iron, lad, linoleum, marble, plaster plant debris, pressboard, porcelain, steel, stucco, tile, vinyl, wood, masonry, rocks, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings and other structures. Construction and Demolition Debris does not include Exempt Waste.

1.34 CONTRACTOR. Consolidated Disposal Service, LLC.

1.35 County. Los Angeles County, California.

1.36 Consumer Price Index (CPI). The index published by the U.S. Department of Labor, Bureau of Labor Statistics, Series Id: CUURA421SA0, Not Seasonally Adjusted, All Items, All Urban Consumers (CPI-U) for Los Angeles-Riverside-Orange County, California.

1.37 Customer. Means a Service Recipient that receives Collection Services under the terms of this Collection Service Agreement.

1.38 Debris Box Collection Service. Collection utilizing 10 - 40 cubic yard containers, on a temporary or permanent basis, and provided to Service Units for the Collection of Refuse, Recyclable Materials, Organic Waste, and Construction and Demolition Debris Materials, and the delivery of that material to an appropriate facility.

1.39 Debris Box Container. A metal container that is normally tipped loaded onto a motor vehicle and transported to an appropriate facility.

1.40 Disposal Facility. The Sunshine Canyon Landfill located in Sylmar, California for the disposal, or processing as appropriate, of Refuse and other materials as appropriate.

1.41 Dwelling Unit. Any individual living unit in a single family dwelling (SFD) or multi-family dwelling (MFD) structure or building intended for, or capable of being utilized for, residential living other than a Hotel or Motel.

1.42 E-Waste. Discarded electronics equipment such as cell phones, PDAs, computers, monitors, televisions, and other items containing cathode ray tubes (CRTs), LCD or plasma screens and monitors.

1.43 Exempt Waste. Biohazardous or Biomedical Waste (except Sharps), Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, and those wastes under the control of the Nuclear Regulatory Commission.

1.44 Food Waste. Food scraps and trimmings from food preparation, including but not limited to: meat, fish and dairy waste, fruit and vegetable waste, grain waste, and acceptable food packaging such items as pizza boxes, paper towels, waxed cardboard and food contaminated paper products.

1.45 Green Waste. Any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Cart or Bin utilized by the Service Recipient. Green Waste includes plant debris, such as Palm, Yucca and Cactus, ivy, grass clippings, leaves, pruning, weeds, branches, brush, Holiday Trees, and other forms of vegetative waste and must be generated by and at the Service Unit wherein the Green Waste is collected. Green Waste does not include items herein defined as Exempt Waste.

1.46 Gross Revenues. All income collected by the CONTRACTOR for the provision of Collection Services pursuant to this Agreement, (including revenue received by the CONTRACTOR from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by the CONTRACTOR hereunder), calculated in accordance with Generally Accepted Accounting Procedures (GAAP). The term Gross Revenues, for purposes of this Agreement, does not include any revenues generated from the sale of Recyclable Material, or other receipts from State and local government accounts (e.g. grants, cash awards and rebates) resulting from the performance of this Agreement.

1.47 Hazardous Waste. Any material which is defined as a hazardous waste under California or United States law or any regulations promulgated pursuant to such law, as such as local, state or federal law or regulations may be amended from time to time.

1.48 Household Hazardous Waste (HHW). Hazardous Waste generated at a Dwelling Unit.

1.49 Large Items. Those materials including furniture, carpets, mattresses, White Goods, Brown Goods, E-Waste, clothing, tires without rims, Green Waste, and Large Green Waste which are attributed to the normal activities of a SFD Service Unit, MFD Service, or City Service Unit. Large Items must be generated by and at the Service Unit wherein the Large Items are collected. Large Items do not include items herein defined as Exempt Waste.

1.50 Large Green Waste. Oversized Green Waste such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than six (6) feet in its longest dimension, and not weighing more than seventy (70)

pounds, which are attributed to the normal activities of a SFD, MFD, or City Service Unit. Large Green Waste must be generated by and at the Service Unit wherein the Large Green Waste is collected.

1.51 Materials Recovery Facility (MRF). Any facility, selected by the CONTRACTOR and approved by the CITY, or specifically designated by the CITY, designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale.

1.52 MFD Bulky Waste Collection Service. The periodic on-call Collection of a combination of loose Large Items, Collected by the CONTRACTOR, from MFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility, Organic Waste Processing Facility or such other facility as may be appropriate under the terms of this Agreement. MFD Bulky Waste Collection Service does not include the Collection of Large Items through the use of Debris Box Containers.

1.53 MFD Collection Service. MFD Refuse Collection Service, MFD Recycling Service, MFD Green Waste Collection Service, MFD Food Waste Collection Service, MFD Universal Waste Collection Service, MFD Bulky Waste Collection Service, MFD Sharps Collection Service, and MFD Debris Box Collection Service.

1.54 MFD Debris Box Waste Collection Service. The Collection of MFD Refuse, Recyclable Materials, Green Waste, or Construction and Demolition Debris by the CONTRACTOR from MFD Service Units in the Service Area, and the delivery of Collected MFD Debris Boxes to an appropriate processing facility or Disposal Facility.

1.55 MFD Food Waste Collection Service. The Collection of Food Waste by the CONTRACTOR from MFD Service Units in the Service Area, and the delivery of that Food Waste to an Organic Waste processing facility.

1.56 MFD Green Waste Collection Service. The Collection of Green Waste, generated from MFD Service Units, that is Collected and delivered to the Organic Waste Processing Facility by the CONTRACTOR.

1.57 MFD Recycling Service. The Collection of Recyclable Materials, by the CONTRACTOR, from MFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.58 MFD Refuse Collection Service. The Collection of Refuse, by the CONTRACTOR, from MFD Service Units in the Service Area and the delivery of that Refuse to the Disposal Facility.

1.59 MFD Service Unit. Any residence with five (5) or more Dwelling Units, including any flat, apartment, condominium, town home, service–enriched housing or other residence, and other Dwelling Units in detached buildings on a single parcel, and excluding a hotel, motel, dormitory, sheltered nursing facility, rooming house, or other such similar facility as determined by CITY.

1.60 MFD Universal Waste Collection Service. The Collection of Universal Waste by the CONTRACTOR from MFD Service Units in the Service Area, and the appropriate disposition of the Universal Waste in accordance with the requirements of this Contract.

1.61 Non-Collection Notice. A form developed and used by the CONTRACTOR, as approved by the CITY, to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for Collection by CONTRACTOR pursuant to this Agreement.

1.62 Organic Waste. For the purposes of this agreement includes Green Waste.

1.63 Organic Waste Processing Facility. Any facility selected by the CONTRACTOR that is designed, approved by the CITY, or specifically designated by the CITY, operated and legally permitted for the purpose of receiving and Processing Green Waste.

1.64 Processing. An operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclable Materials, Organic Materials, Mixed Materials or Bulky Goods and returns them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Processing begins at the time the Recyclable Materials, Organic Waste, Bulky Waste or Refuse are delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and the Residue is properly Disposed.

1.65 Recyclable Materials. Those materials which are capable of being recycled and which would otherwise be Processed or disposed of as Refuse. Recyclable Materials include those materials defined by the CITY, including newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (up to 20 pounds); steel including "tin" cans, empty aerosol cans (empty, non-toxic products) and small scrap (up to 20 pounds); bimetal containers; plastic bags, plastic food containers, #1-7 plastics regardless of form or mold (including but not limited to plastic containers, bottles, wide mouth tubs, plastic bags, film plastic, and polystyrene), aluminum foil and pans.

1.66 Refuse. All non-recyclable packaging, and putrescible waste attributed to normal activities of a Service Unit. Refuse must be generated by and at the Service Unit wherein the Refuse is collected. Refuse does not include those items defined herein as Recyclable Materials, Organic Waste, Bulky Waste, E-Waste, U-Waste, or Exempt Waste.

1.67 Residue. Materials remaining after the Processing of Refuse, Recyclable Materials, Organic Waste, or Bulky Waste which cannot reasonably be diverted.

1.68 Service Area. That area within the corporate limits of the City of San Fernando, California.

1.69 Service Recipient. An individual or company receiving Collection Service.

1.70 Service Unit. SFD Service Units, MFD Service Units, City Service Units, and Commercial Service Units.

1.71 SFD Collection Service. SFD Refuse Collection Service, SFD Recycling Collection Service, SFD Organic Waste Collection Service, SFD Bulky Waste Collection Service, SFD Universal Waste Collection Service, SFD Used Oil Collection Service, SFD Sharps Collection Service, and SFD Debris Box Collection Service.

1.72 SFD Debris Box Waste Collection Service. The Collection of SFD Refuse, Recyclable Materials, Organic Waste, or Construction and Demolition Debris by the

CONTRACTOR from SFD Service Units in the Service Area, and the delivery of Collected SFD Debris Boxes to an appropriate processing facility or Disposal Facility.

1.73 SFD Bulky Waste Collection Service. The periodic on-call Collection of a combination of loose Large Items not exceeding an approximately equivalent of four (4) cubic yards and two (2) individual Large Items, such as a TV, couch, or water heater, Collected by the CONTRACTOR, from SFD Service Units in the Service Area and the delivery of those Large Items to a Disposal Facility, Materials Recovery Facility, Organic Waste Processing Facility or such other facility as may be appropriate under the terms of this Agreement. SFD Bulky Waste Collection Service does not include the Collection of Large Items through the use of Debris Box Containers.

1.74 SFD Refuse Collection Service. The Collection of Refuse, by the CONTRACTOR, from SFD Service Units in the Service Area and the delivery of that Refuse to the Disposal Facility.

1.75 SFD Organic Waste. Green Waste is separated at the source of generation for inclusion in the SFD Organic Waste Collection Service program.

1.76 SFD Organic Waste Collection Service. The Collection of SFD Organic Waste by the CONTRACTOR from SFD Service Units in the Service Area, the delivery of that SFD Organic Waste to an Organic Waste Processing Facility.

1.77 SFD Recycling Collection Service. The Collection of Recyclable Materials by the CONTRACTOR from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

1.78 SFD Service Unit. A detached or attached residence containing four (4) or fewer Dwelling Units when each Dwelling Unit is designed or used for occupancy by one (1) or more individuals.

1.79 SFD Universal Waste Collection Service. The Collection of Universal Waste by the CONTRACTOR from SFD Service Units in the Service Area, and the appropriate disposition of the Universal Waste in accordance with the requirements of this Contract.

1.80 SFD Used Oil Collection Service. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the CONTRACTOR, from all SFD Service Units in the Service Area utilizing Used Oil and Filter Containers for the accumulation and set-out 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 Contract.

1.81 Sharps. Hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications. Sharps must be generated at the SFD or MFD Service Unit wherein the Sharps are Collected.

1.82 Sharps Collection Service. The on-call Collection of Sharps in an Approved Sharps Container from SFD and MFD Service Units in the Service Area subscribing to the service, and the appropriate Disposal of the Sharps.

1.83 Sludge. The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

1.84 Universal Waste. Televisions, computer monitors, consumer electronics with circuit boards, fluorescent lamps, cathode ray tubes, non-empty aerosol cans, instruments and switches that contain mercury, and dry cell batteries containing cadmium copper, or mercury.

1.85 Used Oil. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Service Recipient 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 SFD Service Unit wherein the Used Oil is Collected. Used Oil does not include transmission fluid.

1.86 Used Oil Container. A plain co-poly container provided by the CONTRACTOR 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.

1.87 Used Oil Filter. Any oil filter that is no longer useful to the Service Recipient 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 SFD Service Unit wherein the Used Oil Filter is Collected.

1.88 Used Oil Filter Container. A six (6) mil poly bag with double track seal with dimensions of at least fourteen and one-half (14.5) inches by eight (8) inches with a one and one-quarter (1 ¼) inch diameter hole above the seal, provided by the CONTRACTOR for the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil Filter Container.

1.89 White Goods. Discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

1.90 Work Day. Any day, Monday through Friday that is not a holiday as set forth in Article 3.09 of this Agreement.

ARTICLE 2. Term of Agreement

2.01 Term. The term of this Agreement shall be for a ten (10) year period beginning February 15, 2014 and terminating on February 14, 2024.

2.01.1 Extension. The CITY shall have the option and sole discretion to extend the Agreement for up to three (3) additional one (1) year periods. The CITY shall give notice of said extension(s) not less than eighteen (18) months prior to the expiration of the contract for the initial Term and for any of the extension periods. Prior to granting any extension to the initial ten (10) year period, the City shall conduct a Performance Review to assess the CONTRACTOR'S performance implementing the provisions of the Agreement. If the term of this Agreement is extended, the compensation provisions of Article 4 shall not be subject to negotiation. However, the compensation payable to CONTRACTOR shall be adjusted annually throughout the extended term as provided in Article 4.

ARTICLE 3. Services Provided by the Contractor

3.01 Grant of Exclusive Agreement. Except as otherwise provided in this Agreement, the CONTRACTOR is herein granted an exclusive Agreement to provide Collection Services within the Service Area. No other Refuse, Organic Waste, or Recycling services shall be exclusive to the CONTRACTOR.

3.02 Limitations to Scope of Exclusive Agreement.

3.02.1 Recyclable Materials or Large Items that are source separated from Refuse by a Service Recipient, for which the waste generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the waste generator;

3.02.2 Refuse, Recyclable Materials, Large Items or Organic Waste, which is removed from any SFD Service Unit, MFD Service Unit, Commercial Service Unit, or City Service Unit and which is transported personally by the owner or occupant of such premises (or by his or her full-time employees but not including construction related employees or subcontractors) to a processing or Disposal Facility;

3.02.3 Recyclable Materials, Organic Waste or Large Items which are source separated at any premises by the waste generator and donated to youth, civic or charitable organizations;

3.02.4 Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.;

3.02.5 Organic Waste removed from a premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service;

3.02.6 Construction and Demolition Debris where the Service Recipient holds a building permit, and such construction project was done by the Service Recipient or, done as part of a total service offered by a licensed company or by the CITY, and where the licensed company uses its own equipment and employees, and no Debris Box Containers are used for the Collection and transportation of such Construction and Demolition Debris;

3.02.7 Large Items removed from a premises by a property management or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;

3.02.8 Hazardous Waste regardless of its source; and

3.02.9 Refuse, Organic Waste, or Recyclables Materials that are removed from a premise by a company through the performance of a service that the CONTRACTOR has elected not to provide.

3.03 CONTRACTOR acknowledges and agrees that the CITY may permit other persons besides the 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. If CONTRACTOR can produce evidence that other persons are servicing collection containers or are Collecting Refuse, Recyclable Materials, Large Items, Construction and Demolition Debris, and/or Organic Waste in a manner that is not consistent with the CITY'S Municipal Code or this Agreement, it shall report the location, the name and phone number of the person or company to the CITY along with CONTRACTOR'S evidence of the violation of the exclusiveness of this Agreement, and the CONTRACTOR shall assist the CITY to enforce the CITY's Municipal Code and this Agreement.

3.03.1 The scope of this Agreement shall be interpreted to be consistent with applicable law, now and during the term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the CITY to lawfully provide for the scope of services as specifically set forth herein, CONTRACTOR agrees that the scope of the Agreement will be limited to those services and materials which may be

lawfully provided and that the CITY shall not be responsible for any lost profits or losses claimed by CONTRACTOR to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of CONTRACTOR to minimize the financial impact of such future judicial interpretations or new laws.

3.04 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.

3.05 Hours and Days of Collection.

3.05.1 SFD and MFD Collection Services shall be provided, commencing no earlier than 6:30 a.m. and terminating no later than 6:00 p.m. Monday through Friday with no service on Saturday or Sunday. Commercial and City Collection Services shall be provided, commencing no earlier than 6:30 a.m. and terminating no later than 5:00 p.m. Monday through Saturday with no service on Sunday. The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.

3.05.2 The CITY may direct CONTRACTOR to restrict the Collection hours in areas around schools and in high traffic areas during peak commute hours. When the CITY is conducting road overlay or slurry projects, the CITY reserves the right to temporarily redirect or restrict CONTRACTOR from Collection in the affected areas or temporarily change the Collection hours if needed. The hours of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.

3.06 Manner of Collection. The CONTRACTOR shall provide Collection Service with as little disturbance as possible and shall leave any Cart or Bin in an upright position at the same point it was collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

3.07 Containers.

3.07.1 Carts. Carts are to be new at the start of the Agreement. Carts are to be hot-stamped, embossed, or laminated, with a unique identification number, and in-molded with the type of materials to be Collected (i.e., Refuse, Organic Waste, Food Waste, Green Waste, Recyclable Materials) and instructions for proper usage. In-molding on the Carts shall be on the lids. Labeling and graphics of the Carts shall be approved by the CITY.

3.07.2 Bins. Bins may be used, provided they are newly painted, properly marketed and in good working order. Bins are to be painted, embossed, or hot stamped with a unique identification number, and be labeled with the type of materials to be Collected (i.e., Refuse, Organic Waste, Food Waste, Green Waste, Recyclable Materials) and instructions for proper usage. Labeling and graphics of the Bins shall be approved by the CITY.

3.07.3 Debris Boxes. Debris Box Containers may be used, provided they are newly painted, properly marketed and in good working order. The CITY retains the right to inspect any such used Debris Box and direct the CONTRACTOR to replace such a used Debris Box if it is deemed to be not acceptable.

3.07.4 Purchase and Distribution of Carts and Bins. The CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional Carts and Bins to Service Units in the Service Area. CONTRACTOR shall also distribute Carts and Bins to new Service Units that are added to CONTRACTOR'S Service Area during the term of this Agreement. The distribution shall be completed within three (3) Work Days of receipt of notification from the CITY or the Service Unit.

3.07.5 Replacement of Carts and Bins. CONTRACTOR'S employees shall take care to prevent damage to Carts or Bins by unnecessary rough treatment. However, any Cart or Bin damaged by the CONTRACTOR shall be replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within three (3) Work Days at no cost or inconvenience to the Service Recipient.

3.07.5.1 Upon notification to the CONTRACTOR by the CITY or a Service Recipient that the Service Recipient's Cart(s) or Bin(s) have been stolen or damaged beyond repair through no fault of the CONTRACTOR, the CONTRACTOR shall deliver a replacement Cart(s) or Bin(s) to such Service Recipient within three (3) Work Days. The CONTRACTOR shall maintain records documenting all Cart and Bin replacements occurring on a monthly basis.

3.07.5.2 SFD Service Units. Where such Cart is lost, stolen or damaged beyond repair through no fault of the CONTRACTOR, each SFD Service Unit shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart, one (1) lost, destroyed, or stolen Recycling Cart, and one (1) lost, destroyed, or stolen Organic Waste Cart during the life of this Agreement at no cost to the Service Recipient.

3.07.5.3 MFD, Commercial and CITY Service Units. Where such Cart or Bin is lost, stolen or damaged beyond repair through no fault of the CONTRACTOR, each City, MFD and Commercial Service Unit shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart or Bin, one (1) lost, destroyed, or stolen Recycling Cart or Bin, (1) lost, destroyed, or stolen Food Waste Cart or Bin and (1) lost, destroyed, or stolen Green Waste Cart or Bin during the life of this Agreement at no cost to the Service Unit.

3.07.5.4 Where such Bin or Cart replacement occurs through no fault of the CONTRACTOR, CONTRACTOR shall be compensated for the cost of those replacements in excess of the requirements set forth in Sections 3.07.5.2 and 3.07.5.3 above, in accordance with the "Cart or Bin Exchange" Service Rate, as appropriate, as initially set by the CITY or as may be adjusted by the CITY as provided under the terms of this Agreement.

3.07.6 Repair of Carts and Bins. CONTRACTOR shall be responsible for repair of Carts in the areas to include but not be limited to, hinged lids, wheels and axles. Within three (3) Work Days of notification by the CITY or a Service Recipient of the need for such repairs, the CONTRACTOR shall repair the Cart or Bin or if necessary, remove the Cart or Bin for repairs and deliver a replacement Cart or Bin to the Service Recipient.

3.07.7 Cart or Bin Exchange. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that a change in the size or number of Carts or Bins is required, the CONTRACTOR shall deliver such Carts or Bins to such Service Recipient within seven calendar days to allow for the exchange to occur on the regular scheduled Collection day. Each MFD, Commercial and City Service Unit shall be entitled to receive one (1) free Refuse Cart or Bin exchange, and unlimited exchanges of Recycling, Food Waste or Green Waste Carts or Bins per Agreement Year during the term of this Agreement. Accordingly CONTRACTOR shall be compensated for the cost of Refuse Cart or Bin exchanges in excess of one (1) per Agreement Year, in accordance with the "Cart or Bin Exchange" service rate 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.

3.07.8 Ownership of Carts. Ownership of Carts shall rest with the CONTRACTOR, except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension terms due to the default of the CONTRACTOR as set forth

in Article 24 of this Agreement shall rest with the CITY, or except that ownership of Carts in the possession of a Service Recipient at the end of this Agreement shall rest with the CITY. At its sole discretion, CITY may elect not to exercise its rights with regards to this Article and in such case the Carts shall remain the property of the 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.

3.07.9 Ownership of Bins. Ownership of Bins distributed by the CONTRACTOR shall rest with the 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 the CONTRACTOR as set forth in Article 24 of this Agreement. Under such circumstances, the CITY shall have the right to take possession of the Bins 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 the CONTRACTOR from the CITY for the use of the equipment. Upon the receipt of written notice from the CITY, CONTRACTOR shall submit to the City Representative an inventory of Bins, including their locations.

3.07.10 Ownership of Debris Box Containers. Ownership of Debris Box Containers distributed by the CONTRACTOR shall rest with the CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension terms due to the default of the CONTRACTOR as set forth in Article 24 of this Agreement. Under such circumstances, the CITY shall have the right to take possession of the 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 the CONTRACTOR from the CITY for the use of the equipment. Upon the receipt of written notice from the CITY, CONTRACTOR shall submit to the City Representative an inventory of containers, including their locations.

3.07.11 Annual Inspection and Cleaning of Bins and Debris Boxes. Once each Agreement Year, at no charge to the CITY or the Service Recipient, CONTRACTOR shall inspect all Refuse, Recycling, and Organic Waste Bins and Debris Box Containers at the Service Unit's premises and shall replace those Bins or Debris Box Containers needing cleaning with clean Bins or Debris Box Containers and remove the dirty Bins or Debris Box Containers for cleaning.

3.08 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 CITY or by any Service Recipient except as expressly provided by this Agreement.

3.09 Holiday Service. The CITY observes January 1st, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and December 25th as legal holidays. CONTRACTOR shall not provide Collection Services on the designated holidays. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday. MFD, Commercial and City Collection

Services shall be adjusted as agreed between the CONTRACTOR and the Service Recipient but must meet the minimum frequency requirement of one (1) time per week.

3.10 Processing and Disposal.

3.10.1 Compliance with Regulations. All materials Collected under this Agreement shall be delivered to facilities that comply with the Department of Resources Recycling and Recovery regulations under Title 14, Chapter 3, Minimum Standards for Solid Waste Handling and Disposal (Article 5.9 – Sections 17380-17386). CONTRACTOR, and not the CITY, must assure that all Disposal, transfer, and processing facilities are properly permitted to receive material Collected under this Agreement. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

3.10.2 Permits and Approvals. CONTRACTOR must assure that all facilities selected by CONTRACTOR shall possess all existing permits and approvals by local enforcement agencies to be in full compliance with all regulatory agencies to conduct all operations at the approved location. CONTRACTOR shall, upon written request from the CITY, arrange for the facilities selected by the CONTRACTOR to provide copies of facility permits, notices of violations, inspection areas or concerns, or administrative action to correct deficiencies related to the operation. Failure to provide facility information shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

3.10.3 Disposal Facility. Except as set forth below, all Refuse collected as a result of performing Collection Services shall be transported to, and delivered within in twenty-four (24) hours of Collection, to the Disposal Facility. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

3.10.4 Organic Waste Processing Facility. CONTRACTOR shall deliver within in twenty-four (24) hours of Collection all collected Organic Waste to a fully permitted Organic Waste Processing Facility as designated by CONTRACTOR and approved by the CITY. CONTRACTOR shall ensure that all Organic Waste collected pursuant to this Agreement, except Residue resulting from Processing, is delivered to the approved Organic Waste Processing Facility in accordance with AB 939 and subsequent legislation and regulations. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

3.10.5 Material Recovery Facility. All Recyclable Materials Collected as a result of performing SFD, MFD, Commercial and City Recycling Services shall be delivered to the Material Recovery Facility (MRF) within in twenty-four (24) hours. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 19 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

3.11 Inspections. The CITY shall have the right to inspect the CONTRACTOR'S facilities or Collection vehicles and their contents at any time while operating inside or outside the CITY.

3.12 Commingling of Materials.

3.12.1 Refuse Collected in San Fernando. CONTRACTOR shall not at any time commingle any Refuse Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the City Representative.

3.12.2 Recyclable Materials. CONTRACTOR shall not at any time commingle Recyclable Materials Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the City Representative.

3.12.3 Organic Waste. CONTRACTOR shall not at any time commingle Organic Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the CITY without the express prior written authorization of the City Representative.

3.13 Spillage and Litter. The CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. The 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 the CONTRACTOR'S vehicle. The CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Refuse, Organic Waste, or Recyclable Materials and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

3.13.1 The CONTRACTOR shall not be responsible for cleaning up un-sanitary conditions caused by the carelessness of the Service Recipient; however, the CONTRACTOR shall clean up any material or residue that are spilled or scattered by the CONTRACTOR or its employees.

3.13.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorptive 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.

3.13.3 The above paragraphs notwithstanding, CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within two (2) hours upon notice from the CITY.

3.13.4 In the event where damage to CITY streets is caused by a hydraulic oil spill, CONTRACTOR shall be responsible for all repairs to return the street to the same condition 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 City Representative and at no cost to the CITY.

3.13.5 Ownership of Materials. Title to Refuse, Organic Waste, and Recyclable Materials shall pass to CONTRACTOR at such time as said materials are placed in the CONTRACTOR'S Collection vehicles.

3.13.6 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, the CONTRACTOR shall have the right to refuse to accept such material. The generator shall be contacted by the CONTRACTOR and requested to arrange for proper disposal service. If the generator cannot be reached immediately, the CONTRACTOR shall, before leaving the premises, leave a Non-collection Notice, which indicates the reason for refusing to collect the material, and how the Hazardous Waste can be properly disposed or recycled.

3.13.7 If Hazardous Waste is found in a collection container that poses an imminent danger to people or property, the CONTRACTOR shall immediately notify the CITY of San Fernando Police Department. The CONTRACTOR shall immediately notify the CITY of any Hazardous Waste that has been identified.

3.13.8 If Hazardous Waste is identified at the time of delivery to the Disposal Facility, or one of the processing facilities and the generator cannot be identified, CONTRACTOR shall be solely responsible for handling and arranging transport and disposition of the Hazardous Waste.

3.14 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 the CONTRACTOR'S facility. These records shall include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

3.15 Transition. CONTRACTOR understands and agrees that the time between the formal Agreement signing and February 15, 2014 is intended to provide the CONTRACTOR with ample and sufficient time to, among other things, order equipment, prepare necessary routing schedules and route maps, obtain any permits and licenses, establish/build facilities, and begin the public awareness campaign as part of the CONTRACTOR'S transition plan as specified in **Exhibit 5** which is attached to and included in this Agreement. CONTRACTOR shall be responsible for the provision of all Collection Services beginning February 15, 2014.

ARTICLE 4. Diversion Requirements

4.01 Minimum Requirements – SFD, MFD, Commercial and CITY Services. The CITY requires the CONTRACTOR to achieve a guaranteed diversion rate with a minimum diversion rate of 50 percent by December 31, 2014 and each successive calendar year or such other amount as may be set in accordance with the provisions of Article 25 of this Agreement. The diversion rate will be calculated as "the tons of materials Collected by CONTRACTOR from the provision of Collection Services that are sold or delivered to a Processing Facility, recycler or re-user, net of all residue, as required by this Agreement, divided by the total tons of materials Collected under this Agreement by CONTRACTOR in each Calendar Year."

4.02 Minimum Requirements – C&D Materials. The CITY requires the CONTRACTOR to achieve a guaranteed diversion rate with a minimum diversion rate of 85 percent of C&D Materials Collected under this agreement, by December 31, 2014 and each successive calendar year or such other amount as may be set in accordance with the provisions of Article 25 of this Agreement. The diversion rate will be calculated as "the tons of C&D materials Collected by CONTRACTOR from the provision of Collection Services that are sold or delivered to a Processing Facility, recycler or re-user, net of all residue, as required by this Agreement, divided by the total tons of C&D materials Collected under this Agreement by CONTRACTOR in each Calendar Year."

4.03 Warranties and Representations. CONTRACTOR warrants and represents that it is aware of and familiar with CITY's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure CITY will meet or exceed the diversion requirements as set forth in CONTACTOR'S Diversion Guarantee, as well as the diversion requirements of the Applicable Laws (including, without limitation, amounts of Refuse to be diverted, time frames for diversion, and any other requirements) governing this Agreement (including AB 341, AB 939, and all amendments and related subsequent legislation), and that it shall do so without imposing any costs or fees other than those set forth on the attached **Exhibit 1** (including if new programs are implemented which are not called out herein). The programs called out herein are minimum requirements that must be met, and CONTRACTOR shall be responsible for implementing any other programs that may be necessary to achieve the forgoing at no additional cost to the CITY or Service Recipients.

4.04 Mutual Cooperation. CITY and CONTRACTOR shall reasonably cooperate in good faith with all efforts by each other to meet CITY's diversion and other compliance requirements imposed by AB 939 and other Applicable Laws, and to meet CONTRACTOR'S obligations under CONTRACTOR'S Diversion Guarantee. In this regard, CITY's obligations shall include, without limitation, making such petitions and applications as may be reasonably requested by CONTRACTOR for time extensions in meeting diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to CONTRACTOR's Recycling or Refuse programs as may be reasonably requested by CONTRACTOR in order to achieve CONTRACTOR'S Diversion Guarantee.

4.05 Waste Reduction and Program Implementation. CONTRACTOR shall implement the programs identified in the Source Reduction and Recycling Element (SRRE) and Household Hazardous Wastes Element (HHWE) of the CITY's General Plan immediately upon the Effective Date hereof, and will implement any programs required by any amendments or modifications thereto. CONTRACTOR shall provide CITY with monthly, quarterly and annual written reports in a form adequate to meet CITY's filing and reporting requirements as required by the Applicable Laws to CalRecycle throughout the term of this Contract wherein CITY's performance under the above programs shall be set forth in detail. CONTRACTOR shall be responsible to prepare, or assist CITY with the preparation of, all reports and other information as may be required by any agency, including specifically, the State of California, in order to comply with AB 939 and other Applicable Laws. CONTRACTOR shall reimburse CITY for any costs CITY incurs in appearing before CalRecycle in relation thereto.

4.06 Guarantee and Indemnification. Subject to Public Resources Code Section 40059.1, CONTRACTOR warrants and guaranties that it will carry out its obligations under this Contract such that: (i) both it and CITY will at all times be in compliance with the requirements of the Applicable Laws including specifically AB 939 and AB 341, and (ii) CITY will meet or exceed the diversion requirements (including, without limitation, amounts of Refuse to be diverted, time frames for diversion, and any other requirements) set forth in CONTRACTOR'S Diversion Guarantee and the Applicable Laws including AB 939, and all amendments thereto. In this regard CONTRACTOR agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

4.06.1 To the extent legally permitted, defend, with counsel approved by CITY, indemnify, and hold harmless CITY and CITY's officials, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if: (1) CONTRACTOR fails or refuses to timely provide information relating to its operations which is required pursuant to this Agreement or the Applicable Laws and such failure or refusal prevents or delays CITY from submitting reports required by the

Applicable Laws including AB 939 in a timely manner; or (2) the Source Reduction and Recycling goals, diversion goals, program implementation requirements, or any other requirements of the Applicable Laws, including AB 939, are not met with respect to the waste stream Collected under this Contract;

4.06.2 Assist CITY in responding to inquiries from CalRecycle or any other regulatory agency;

4.06.3 Assist CITY in preparing for, and participating in, the CalRecycle's biannual review of CITY's SRRE pursuant to Public Resources Code Section 41825;

4.06.4 Assist CITY in applying for any extension, including under Public Resources Code Section 41820, if so directed by CITY;

4.06.5 Assist CITY in any hearing conducted by CalRecycle, or any other regulatory agency, relating to CITY's compliance with the Applicable Laws including AB 939;

4.06.6 Assist CITY with the development of and implement a public awareness and education program that is consistent with the CITY's SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Laws;

4.06.7 Provide CITY with recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Laws including AB 939;

4.06.8 Defend, with counsel acceptable to CITY, CITY and CITY's officials, employees, and agents against the imposition of fines and/or penalties, or any other liabilities, issued by CalRecycle pursuant to the Applicable Laws including AB 939;

4.06.9 Be responsible for and pay, any fees, penalties or other costs imposed against the CITY by CalRecycle, and indemnify and hold harmless CITY from and against any fines, penalties, or other liabilities, levied against it for violation of the diversion requirements, set forth in the Applicable Laws, including AB 939, or for violation of any other provision of the Applicable Laws, including AB 939, arising from or in any way related to CONTRACTOR's performance of its obligations under this Contract.

4.07 Failure to Meet Minimum Requirements. CONTRACTOR'S failure to meet the minimum diversion guarantees set forth above in Article 4.01 and Article 4.02 may result in CONTRACTOR being in default of this Agreement as specified in Article 24, or the imposition of liquidated damages as specified in Article 19, or denial of an extension to this Agreement as specified in Article 2. In determining whether or not to assess liquidated damages, hold the CONTRACTOR in default of this Agreement, or denial of a term extension, the CITY will consider the good faith efforts put forth by the CONTRACTOR in implementing the required programs to meet the minimum diversion requirements and the methods and level of effort of the CONTRACTOR to fully implement the work plans attached to and included in this Agreement as Exhibits 5 - 10.

4.08 Implementation of Additional Diversion Services. If the CITY determines that CONTRACTOR has not fulfilled its good faith efforts requirements set forth in Article 4.07, CITY may direct CONTRACTOR to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services, and CONTRACTOR agrees to do so at no additional charge. Pilot programs and innovative services which may entail new Collection methods, and use of new or alternative Refuse processing and disposal technologies are included among the types of changes which CITY may direct.

ARTICLE 5. Service Units

5.01 Service Units. Service Units shall include all the following categories of premises which are in the Service Area as of February 15, 2014, and all such premises which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Agreement during term of this Agreement:

5.01.1 SFD Service Units

5.01.2 MFD Service Units

5.01.3 Commercial Service Units

5.01.4 City Service Units

5.01.4.1 Any question as to whether a premises falls within one of these categories shall be determined by the City Representative and the determination of the City Representative shall be final.

5.02 Service Unit Changes. The CITY and CONTRACTOR acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units for which CONTRACTOR will provide Collection Services.

5.02.1 Additions and Deletions. CONTRACTOR shall provide services described in this Agreement to new Service Units within five (5) Work Days of receipt of notice from the CITY or new Service Unit to begin such service.

5.03 Coordination with Street Sweeping. The CITY and CONTRACTOR acknowledge that CONTRACTOR will work with the CITY to coordinate the CITY's street sweeping schedule.

5.04 Route Map Update. CONTRACTOR shall revise the Service Unit route maps to show the addition of Service Units added due to annexation and/or addition of new Service Areas and shall provide such revised maps to the City Representative as requested.

ARTICLE 6. SFD Collection Services

6.01 SFD Collection Services. These services shall be governed by the following terms and conditions:

6.01.1 Conditions of Service. The CONTRACTOR shall provide SFD Collection Service to all SFD Service Units in the Service Area whose Refuse is properly containerized in Refuse Carts, Recyclable Materials are properly containerized in Recycling Carts, except as set forth in Article 6.03.1.1; and SFD Organic Waste is properly containerized in Organic Waste Carts except as set forth in Article 6.03.1.1. The Refuse, Recycling and Organic Waste Carts will be Collected at least once a week. CONTRACTOR shall offer Refuse, Organic Waste, and Recyclable Material Carts in approximately 64-gallon size as the default, with 32- and 96-gallon Refuse Carts available upon request by Customer. CONTRACTOR shall offer Debris Boxes in 10-40 cubic yard sizes. The cost for Recyclable Materials and SFD Organic Waste collection shall be bundled with the cost of Refuse Collection.

6.01.1.1 Curbside Collection Service. SFD Curbside Collection shall be done where Refuse, Recyclable Materials and Organic Waste Carts are placed within five (5) feet of the curb, swale, or at edge of street pavement for streets without curbs. This shall apply to both public and private streets. CONTRACTOR may charge for Curbside Collection at the rates as set forth in **Exhibit 1.**

6.01.1.2 On-Premise Collection Service - Subscription. A SFD Service Recipient may subscribe for On-premise SFD Collection Service where Refuse, Recyclable Materials, and Organic Waste Carts are Collected from a side-yard, backyard, or other off-street location agreed on between the CONTRACTOR and the Service Recipient. CONTRACTOR may charge for On-premise Collection at the rates as set forth in **Exhibit 1**.

6.01.1.3 On-Premise Collection Service – Physical Disability. A SFD Service Recipient, and all other adults living at the Service Unit residing therein, that has disabilities that prevent him/her from being physically able to place Refuse, Recyclable Materials, or Organic Waste Carts at the curb for Collection shall receive On-premise Collection Service where all Refuse, Recyclable Materials, and Organic Waste Carts are Collected from a side-yard, backyard, or other off-street location agreed on between the CONTRACTOR and the Service Recipient. CONTRACTOR shall provide this service at no charge to the Service Recipient.

6.02 Frequency and Scheduling of Service. Except as set forth in Articles 6.03.1.1, 6.08, 6.09, 6.10, 6.13, and 6.14, 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 Service Unit receives SFD Refuse Collection Service, SFD Recycling Collection Service, and SFD Organic Waste Collection Service on the same Work Day.

6.03 Non-Collection. Except as set forth in Articles 6.04, 6.07, 6.08, 6.09, and 6.10, CONTRACTOR shall not be required to Collect any Refuse, Recyclable Material, or SFD Organic Waste that is not placed in a Cart. In the event of non-collection, CONTRACTOR shall affix to the Cart a Non-collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

6.03.1.1 Periodic Overages. On a periodic basis not to exceed one time per quarter, any additional amounts of Recyclable Materials and Green Waste that exceed the capacity of the Carts shall also be considered properly set out for Collection if they are placed adjacent to the Carts, securely contained in a bag or bundle, and do not collectively exceed 60 pounds in weight. CONTRACTOR shall provide this service at no charge to the Service Recipient. If Overages repeatedly occur, CONTRACTOR shall work with the SFD Service Recipient to reduce the number of Overages or provide an extra Cart.

6.04 SFD Refuse Collection Service. This service will be governed by the following additional terms and conditions:

6.04.1 Disposal Facility. All Refuse collected as a result of performing SFD Refuse Collection Services shall be transported to, and disposed of, at the Disposal Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement.

6.04.2 Additional Refuse Carts. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that additional Refuse Carts are requested, the CONTRACTOR shall deliver such Refuse Carts to such Service Recipient within five (5) Work Days. CONTRACTOR shall be compensated for the cost of additional Refuse Carts in accordance with the "Additional Refuse Cart" Service Rate as set forth in **Exhibit 1** or as may be adjusted under the terms of this Agreement.

6.04.3 Refuse Cart Size Exchange. Customer may request a smaller Cart size (32-gallon) or a larger Cart size (96-gallon) at no additional cost to the Customer.

6.05 SFD Recycling Collection Service. This service will be governed by the additional following terms and conditions:

6.05.1 Material Recovery Facility. All Recyclable Materials Collected as a result of performing Recycling Services shall be delivered to the Materials Recovery Facility. Failure to comply with this provision shall result in the levy of liquidated damages as specified in this Agreement. All expenses related to Recyclable Materials processing and marketing will be the sole responsibility of CONTRACTOR.

6.05.2 Additional Recycling Carts. CONTRACTOR shall provide up to one (1) additional SFD Recycling Carts to SFD Collection Service Recipients within five (5) Work Days of request at no additional cost provided that additional Cart is used by Service Recipients for the purposes of setting out additional Recyclable Materials for regular weekly Recycling Collection Service.

6.05.3 Recycling Cart Size Exchange. Customer may request a larger Cart size (96-gallon), for a maximum of two (2) 96-gallon Recycling Carts, at no additional cost to the Customer.

6.05.4 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

6.05.5 Collection of Service Recipients' Discarded Collection Containers. The CONTRACTOR shall collect used, discarded, or unwanted collection containers discarded by the Service Recipient that were in use for collection prior to February 15, 2014 at no cost. To the extent feasible, CONTRACTOR shall recycle, or cause to have recycled the used, discarded, or unwanted collection containers. CONTRACTOR collection of discarded containers shall be done in accordance with **Exhibit 5.**

6.05.6 Recycling - Improper Procedure. Except as set forth below in Article 6.08, the CONTRACTOR shall not be required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Refuse or Organic Waste. If Recyclable Materials are contaminated through commingling with Refuse or Organic Waste, the CONTRACTOR shall, if practical, separate the Refuse or Organic Waste from the Recyclable Materials. The Recyclable Materials shall then be Collected and the Refuse or Organic Waste shall be left in the Recycling Cart along with a Non-collection Notice explaining why the Refuse or Organic Waste is not considered a Recyclable Material. However, in the event the Recyclable Materials and Refuse or Organic Waste are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Refuse or Organic Waste renders the entire Recycling Cart contaminated, the CONTRACTOR will leave the Recycling Cart un-emptied along with a Non-collection Notice that contains instructions on the proper procedures for setting out Recyclable Materials.

6.06 SFD Organic Waste Collection Service. This service will be governed by the following terms and conditions:

6.06.1 Organic Waste Processing Services. CONTRACTOR shall ensure that all SFD Organic Waste Collected pursuant to this Agreement are diverted from the landfill in accordance with AB 939 and any subsequent or other applicable legislation and regulations.

6.06.2 Organic Waste Processing Facility. CONTRACTOR shall deliver all Collected SFD Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Organic Waste transfer station. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.

6.06.3 Organic Waste Disposal. CONTRACTOR shall ensure that the SFD Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except as a residue resulting from processing.

6.06.4 Additional Organic Waste Carts. CONTRACTOR shall provide additional SFD Organic Waste Carts to SFD Service Recipients within five (5) days of request at no additional cost provided that additional Carts are used by SFD Service Recipients for the purposes of setting out additional SFD Organic Waste Materials for regular weekly Organic Waste Collection Service.

6.06.5 Organic Waste Cart Size Exchange. Customer may request a larger Cart size (96-gallon), for a maximum of two (2) 96-gallon Organic Waste Carts, at no additional cost to the Customer.

6.07 Curbside Holiday Tree Collection. CONTRACTOR shall Collect Holiday Trees from all SFD Service Units as part of the SFD Organic Waste Collection Services. CONTRACTOR shall provide this service beginning on the first Work Day after December 25 for a minimum of ten (10) days.

6.07.1 Contaminated Holiday Trees. Holiday trees that are flocked or contain tinsel or other decorations may be delivered to the Disposal Facility at the discretion of the CONTRACTOR.

6.07.2 Non-collection. CONTRACTOR shall not be required to Collect any SFD Organic Waste that is mixed with either Refuse, or Recyclable Materials. In the event of non-collection, CONTRACTOR shall affix to the Organic Waste Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

6.08 SFD Bulky Waste Collection Service. This service will be governed by the following terms and conditions:

6.08.1 Conditions of Service. The CONTRACTOR shall provide SFD Bulky Waste Collection Service to all SFD Service Units in the Service Area whose Bulky Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. Each SFD Service Unit in the Service Area shall be entitled to receive free Bulky Waste Collection Service a maximum of six (6) Collection times per Agreement Year. Bulky Waste Collection Service shall be a combination of loose Large Items not exceeding an approximately equivalent of four (4) cubic yards and two (2) individual Large Items such as a TV, couch, or water heater. In accordance with the "Additional Bulky Waste Collection" service rate as set in **Exhibit 1**, CONTRACTOR shall be compensated for the cost of Collecting Large Items in excess of 1) a single Collection of over four (4) cubic yards, 2) more than four (4) Bulky Waste Collections per year, or more than two (2) individual Large Items during any single Bulky Waste Collection.

6.08.2 Frequency of Service. SFD Service Recipients must call at least forty-eight (48) hours in advance to schedule SFD Bulky Waste Collection Service. Collection will occur on the Customer's regular Collection day.

6.08.3 Large Items Containing Freon. In the event CONTRACTOR Collects Large Items that contain Freon, CONTRACTOR shall handle such Large Items in a manner such that the Large Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations. CONTRACTOR may charge for collecting Large Items containing Freon in accordance with the Maximum Service rates in **Exhibit 1**.

6.08.4 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Large Items collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

6.08.4.1 Reuse as is (where energy efficiency is not compromised)

6.08.4.2 Disassemble for reuse or Recycling

6.08.4.3 Recycle

6.08.4.4 Disposal

6.08.5 CITY Direction of Large Items. CITY reserves the right to direct CONTRACTOR to take Large Items Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Large Items to obtain the Large Items at no cost. CONTRACTOR shall have no obligation to dispose of the Large Items or Large Item residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Large Items. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

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

6.09.1 Conditions of Service. In conjunction with the provision of SFD Recycling Collection Service, the CONTRACTOR shall provide SFD Used Oil Collection Service to all SFD Service Units 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 the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.

6.09.2 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 Used Oil or Used Oil 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 and maintain a copy of such notice during the term of this Contract. Prior to the end of the Work Day, CONTRACTOR shall notify the City Representative, either by Fax or e-mail, of any non-collection occurrences. If non-collection is because the Used Oil or Filter was placed in an improper container, 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 a number sufficient to hold sixteen (16) quarts, or two (2) Used Oil Filters along with the Non-Collection Notice.

6.09.3 Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles providing Used Oil Collection Service and shall cleanup any Used Oil that spills during Collection, which has leaked from the Used Oil or Used Oil Filter Container, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.

6.09.4 Used Oil and Used Oil Filter Containers. To the extent allowed by CONTRACTOR, residents may provide their own Used Oil and Used Oil Filter Containers. However, in the event CONTRACTOR allows the use of resident-provided containers, CONTRACTOR shall assume any and all liabilities related to the use of such resident-provided containers. Within three (3) Work Days of receipt of a verbal, written, or electronic request of CITY or a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the Residential Service Unit where the Service Recipient resides with Used Oil Containers and Used Oil Filter Containers in the number requested by the CITY or the Service Recipient but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters.

6.09.5 At the time CONTRACTOR Collects Used Oil from a Service Recipient, where such Service Recipient utilizes a Used Oil Container or Used Oil Filter Container provided by the CONTRACTOR, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, 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.

6.09.6 Segregation of Used Oil. CONTRACTOR shall keep all Used Oil and Used Oil Filters Collected pursuant to this Contract segregated from other materials.

6.09.7 Used Oil Processing. CONTRACTOR shall recycle all Used Oil Collected pursuant to this Contract to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.

6.09.7.1 CONTRACTOR shall recycle the Used Oil only with persons who are authorized by the State of California to recycle oil. In the event the Used Oil or Used Oil Filters Collected pursuant to this Contract is contaminated to the extent that the Used Oil or Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Oil or Used Oil Filters, at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.

6.09.7.2 CONTRACTOR shall notify the City Representative, either by fax or e-mail, of any contamination which renders the Used Oil unacceptable for recycling or which requires disposal of the Used Oil or Used Oil Filters as a Hazardous Waste.

6.09.8 SFD Service Recipients must call at least forty-eight (48) hours in advance to schedule SFD Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.

6.10 SFD Universal Waste Collection Service. This service will be governed by the following terms and conditions:

6.10.1 Conditions of Service. The CONTRACTOR shall provide SFD Universal Waste Collection Service to all SFD Service Units in the Service Area whose Universal Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR

and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. This service shall be unlimited and provided with no additional charge.

6.10.2 Frequency of Service. SFD Service Recipients must call at least forty-eight (48) hours in advance to schedule SFD Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.

6.10.3 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Universal Wastes collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

6.10.3.1 Reuse as is (where energy efficiency is not compromised)

6.10.3.2 Disassemble for reuse or Recycling

6.10.3.3 Recycle

6.10.3.4 Disposal

6.10.4 CITY Direction of Universal Waste. CITY reserves the right to direct CONTRACTOR to take Universal Waste Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Universal Waste to obtain the Universal Waste at no cost. CONTRACTOR shall have no obligation to dispose of the Universal Waste or Universal Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Universal Waste. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

6.10.5 SFD Universal Waste Drop-off. CONTRACTOR shall accept Universal Waste delivered to CONTRACTOR'S yard from SFD Service Recipients with proof of residency. This service shall be unlimited and provided with no additional charge.

6.11 Hard to Service Areas. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR, at no additional cost, shall manually collect SFD Refuse, Recyclable Materials, Organic Waste, and Bulky Waste from a SFD Service Unit as follows:

6.11.1.1 Where topography, street conditions, or limited street access for police, fire, or safety vehicles prevents CONTRACTOR'S collection vehicle access for Collecting Refuse, Recycling, Organic Waste, and Large Items for Collection.

6.11.1.2 Where Service Units located in the areas and streets as determined by the CITY and CONTRACTOR.

6.11.1.3 Where the City Representative notifies the CONTRACTOR of any additional Service Units requiring service; along with the date such service is to begin.

6.12 Sharps Collection Service. Within one (1) week of request by a SFD Service Unit for Sharps Collection, CONTRACTOR shall deliver to the SFD Service Unit an approved Sharps container, at a mutually acceptable time, with a postage-paid package for mailing the Sharps container to an approved Sharps Processing location. Upon request by a SFD Service Unit, CONTRACTOR shall provide up to 100 free one-gallon sharps containers each year to seniors.

6.13 SFD Debris Box Collection Service. Upon twenty four (24) hours request by a SFD Service Unit for a Debris Box Container, CONTRACTOR shall provide a Debris Box Container at the Service Unit. Such SFD Debris Box Collection Service shall be on a temporary basis not

to exceed seven (7) days without Collection, emptying, and replacement of the Debris Box Container.

6.13.1 Debris Box Containers shall be transported by CONTRACTOR to an approved processing facility to achieve maximum diversion.

6.13.2 Charges for Debris Box Containers shall be in accordance with **Exhibit 1** of this Agreement.

6.13.3 The CONTRACTOR shall provide SFD Debris Box Collection Services with as little disturbance as possible and shall leave any Debris Box Containers in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. CONTRACTOR shall only place Debris Boxes in strict adherence with the CITY'S right-of-way requirements and Municipal Code.

6.13.4 CONTRACTOR shall remove any and all graffiti within 24 hours of being identified by the CONTRACTOR or City Representative. CONTRACTOR shall not deliver a Debris Box Container without CONTRACTOR information or with any graffiti visible on the Debris Box Container.

ARTICLE 7. MFD Collection Services

7.01 MFD Collection Services. These services will be governed by all conditions of service as specified in Article 8 of this Agreement, with the following additional services:

7.01.1 MFD Bulky Waste Collection. The CONTRACTOR shall provide MFD Bulky Waste Collection Service to MFD Service Units in the Service Area in a manner agreed to between the CONTRACTOR and the MFD Service Unit management. CONTRACTOR shall provide a maximum of two (2) Collections per Agreement Year at no cost to the MFD Service Unit or MFD management. CONTRACTOR shall be compensated for the cost of Collecting Bulky Waste in excess of two Collections per Agreement Year in accordance with the "MFD Bulky Waste Collection" Maximum Service Rate as set in **Exhibit 1** of this Agreement.

7.01.2 MFD Universal Waste Collection Service. This service will be governed by the following terms and conditions:

7.01.2.1 Conditions of Service. The CONTRACTOR shall provide MFD Universal Waste Collection Service to all SFD Service Units in the Service Area whose Universal Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. This service shall be unlimited and provided with no additional charge.

7.01.2.2 Frequency of Service. MFD Service Recipients must call at least forty-eight (48) hours in advance to schedule MFD Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.

7.01.2.3 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Universal Wastes collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

7.01.2.3.1. Reuse as is (where energy efficiency is not compromised)

7.01.2.3.2. Disassemble for reuse or Recycling

7.01.2.3.3. Recycle

7.01.2.3.4. Disposal

7.01.2.4 CITY Direction of Universal Waste. CITY reserves the right to direct CONTRACTOR to take Universal Waste Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Universal Waste to obtain the Universal Waste at no cost. CONTRACTOR shall have no obligation to dispose of the Universal Waste or Universal Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Universal Waste. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

7.01.2.5 MFD Universal Waste Drop-off. CONTRACTOR shall accept Universal Waste delivered to CONTRACTOR'S yard from MFD Service Recipients with proof of residency. This service shall be unlimited and provided with no additional charge.

7.01.3 MFD Recycling Tote Bags. During the transition period as outlined in Exhibits 5 and 6, CONTRACTOR shall supply a maximum of 2,000 Recycle Tote Bags at no cost for each MFD Service Unit (at least 3 units or more). After the transition period, and for the remainder of the Term, upon request of MFD Service Units, CONTRACTOR shall supply a maximum of 200 additional Recycle Tote Bags each Agreement Year at no additional cost to the MFD Service Units. The Recycle Tote Bags are intended for MFD Service Recipients to transport Recyclables Materials from their residence to their recycling bin or cart.

7.01.4 Sharps Collection Service. Within one (1) week of a request by a MFD Service Unit for Sharps Collection, CONTRACTOR shall deliver by mail to the MFD Service Unit an approved Sharps container, at a mutually acceptable time, with a postage-paid package for mailing the Sharps container to an approved Sharps Processing location. Upon request by a MFD Service Unit, CONTRACTOR shall provide up to 100 free one-gallon sharps containers each Agreement Year to seniors. The CONTRACTOR Sharps Collection Service is available by calling (855) 737 – 7871 or www.republicservices.com.

ARTICLE 8. Commercial Collection Services

8.01 Commercial Collection Services. These services will be governed by the following terms and conditions:

8.01.1 Conditions of Service. The CONTRACTOR shall provide Commercial Refuse Collection Service, Commercial Recycling Collection Service, Commercial Food Waste Collection Service, and Commercial Debris Box Collection Service to all Commercial Service Units in the Service Area whose Refuse, Recyclable Materials, and Food Waste are properly containerized in Bins, Carts, or Debris Boxes as appropriate where the Bins, Carts or Debris Boxes are accessible as set forth in Article 8.01.3. CONTRACTOR shall offer Carts in 64 and 96 gallon sizes. CONTRACTOR shall offer Bins in 1, 1.5, 2, 3, 4, 5, and 6 cubic yard sizes. CONTRACTOR shall offer Debris Boxes in 10, 20, 30, and 40 cubic yard sizes. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Service Recipient and the CONTRACTOR. However, the size and frequency shall be sufficient to provide that no Refuse, Recyclable Materials, Green Waste, or Food Waste Materials need be placed outside the Bin, Cart or Debris Box.

8.01.2 Required Capacity - Recycling. CONTRACTOR shall provide Commercial Recycling Collection Service to all Commercial Service Units in the Service Area. For each

Service Unit, CONTRACTOR shall offer a minimum capacity of Commercial Recycling Collection that meets or exceeds the capacity necessary to comply with AB 341 requirements.

8.01.3 Accessibility. CONTRACTOR shall collect all Refuse, Recycling, or Organic Waste Bins or Carts that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of Commercial Collection Services. Push services shall include, but not be limited to moving manually or by a specialized "scout" truck the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.

8.01.4 Manner of Collection. The CONTRACTOR shall provide Commercial Collection Service with as little disturbance as possible and shall leave any Bin or Cart at the same point it was originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

8.02 Commercial Refuse Collection Service.

8.02.1 Conditions of Service. The CONTRACTOR shall provide Commercial Refuse Collection Service to all Commercial Service Units in the Service Area whose Commercial Refuse is properly containerized in Refuse Bins or Carts, where the Refuse Bins or Carts are accessible.

8.02.2 Disposal Facility. All Commercial Refuse collected as a result of performing Commercial Refuse Collection Services shall be transported to, and disposed of, at the Disposal Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement.

8.02.3 Size and Frequency of Service. This service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Commercial Refuse need be placed outside the Bin or Cart. The CONTRACTOR shall provide containers as part of the Commercial Refuse Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and that such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.

8.02.4 Commercial Refuse Overflow. In the case of repeated overflows of Commercial Refuse, CONTRACTOR shall contact the Commercial Service Unit management to arrange for an appropriate change in Refuse Bin or Cart size, Collection frequency or both. In the event, CONTRACTOR cannot successfully contact the Commercial Service Unit management after three attempts, or cannot reach an agreement with such management regarding the change in service, CONTRACTOR shall advise the City Representative, either by Fax or e-mail, of the details of the Commercial Refuse overages, and the attempts at communication with the Commercial Service Unit management. The City Representative shall respond to CONTRACTOR'S report and make a final written determination. Within five (5) Work Days of receipt of the City Representative's written determination, CONTRACTOR shall change the Collection Service in accordance with such written determination.

8.02.5 Non-Collection. CONTRACTOR shall not be required to collect any Commercial Refuse that is not placed in a Refuse Bin or Cart unless such Commercial Refuse is outside the Refuse Bin or Cart as a result of overflow. In the event of non-collection, CONTRACTOR shall affix to the Refuse Bin or Cart a Non-collection Notice explaining why Collection was not made.

8.03 Commercial Recycling Collection Service. This service will be governed by the following terms and conditions:

8.03.1 Conditions of Service. The CONTRACTOR shall provide Commercial Recycling Collection Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly containerized in Recycling Bins, Carts or Debris Boxes, except as set forth below, where the Recycling Bins, Carts, or Debris Boxes are accessible. CONTRACTOR shall provide up to two (2) 96 Recycling Carts to each Commercial Service Unit and MFD Service Unit at no cost. CONTRACTOR may charge for additional Recycling Carts, or Bins at rates set forth in **Exhibit 1**. Commercial Recycling Collection will occur Monday – Friday, and on Saturdays upon request.

8.03.2 Material Recovery Facility. All Recyclable Materials collected as a result of performing Commercial Recycling Services shall be delivered to the Material Recovery Facility. Failure to comply with this provision shall result in the levy of a liquidated damages as specified in this Agreement. All expenses related to Recyclable Materials processing and marketing will be the sole responsibility of CONTRACTOR.

8.03.3 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Recyclable Materials need be placed outside the Bin, Cart or Debris Box, and that AB 341 requirements are met. The CONTRACTOR shall provide containers as part of the Commercial Recycling Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.

8.03.4 Additional Recycling Bins or Carts. CONTRACTOR shall provide additional Commercial Recycling Bins and Carts to Commercial Service Recipients within five (5) days of request at the Commercial Recycling Collection Service rates set forth in **Exhibit 1**.

8.03.5 Recycling - Improper Procedure. If Recyclable Materials are contaminated through commingling with Commercial Refuse, the CONTRACTOR shall, if practical, separate the Commercial Refuse from the Recyclable Materials. The Recyclable Materials shall then be collected and the Commercial Refuse shall be left in the Recycling Bin, Cart or Debris Box along with a Non-collection Notice of why the Refuse is not considered a Recyclable Material. However, in the event the Recyclable Materials and Commercial Refuse are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Commercial Refuse renders the entire Recycling Bin, Cart or Debris Box contaminated, the CONTRACTOR will leave the Recycling Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for

setting out Recyclable Materials. Upon notification from the City Representative, CONTRACTOR shall collect the contaminated Recyclable Materials as part of the next regularly scheduled Commercial Refuse Collection.

8.03.6 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

8.03.7 Recycling – Option to Process. In lieu of providing, or to augment source separated Commercial Recycling Collection Service, CONTRACTOR may elect to Process the entire contents of Containers collected from Commercial Service Units at a Material Recovery Facility; however, all requirements of AB 341 must be adhered to.

8.04 Commercial Green Waste Service. This service will be governed by the following terms and conditions:

8.04.1 Conditions of Service. The CONTRACTOR shall provide Commercial Green Waste Collection Service to all Commercial Service Units in the Service Area whose Green Waste materials are properly containerized in Green Waste Bins, Carts, Debris Boxes, or Compactors except as set forth below, where the Green Waste Bins, Carts, Debris Boxes, or Compactors are accessible, at the Commercial Green Waste Collection Service Rates specified in **Exhibit 1** Commercial Green Waste Collection will occur Monday – Friday, and on Saturdays upon request and as necessary.

8.04.2 Organic Waste Processing Facility. All Green Waste collected as a result of performing Commercial Collection Services shall be delivered to the Organic Waste Processing Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.

8.04.3 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Green Waste Materials need be placed outside the Bin, Cart or Debris Box. The CONTRACTOR shall provide containers as part of the Commercial Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.

8.04.4 Additional Green Waste Bins or Carts. CONTRACTOR shall provide additional Commercial Green Waste Bins and Carts to Commercial Service Recipients at the Commercial Collection Service rates set forth in **Exhibit 1**.

8.04.5 . Green Waste - Improper Procedure. If Green Waste is contaminated through commingling with Commercial Refuse, the CONTRACTOR shall, if practical, separate

the Commercial Refuse from the Green Waste. The Green Waste shall then be collected and the Commercial Refuse shall be left in the Green Waste Bin, Cart or Debris Box along with a Non-collection Notice of why the Green Waste is not collected. However, in the event the Green Waste and Commercial Refuse are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Commercial Refuse renders the entire Green Waste Bin, Cart or Debris Box contaminated, the CONTRACTOR will leave the Green Waste Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for setting out Green Waste. Upon notification from the City Representative, CONTRACTOR shall collect the contaminated Green Waste as part of the next regularly scheduled Commercial Refuse Collection and dispose of it at the Disposal Facility.

8.05 Green Waste - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the types of items included as Green Waste, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation.

8.06 Commercial Food Waste Service. This service will be governed by the following terms and conditions:

8.06.1 Conditions of Service. The CONTRACTOR shall provide Commercial Food Waste Collection Service to all Commercial Service Units in the Service Area whose Food Waste materials are properly containerized in Food Waste Bins, Carts, Debris Boxes, or Compactors except as set forth below, where the Food Waste Bins, Carts, Debris Boxes, or Compactors are accessible, at the Commercial Food Waste Collection Service Rates specified in **Exhibit 1** Commercial Food Waste Collection will occur Monday – Friday, and on Saturdays upon request and as necessary.

8.06.2 Organic Waste Processing Facility. All Food Waste collected as a result of performing Commercial Collection Services shall be delivered to the Organic Waste Processing Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in this Agreement and may result in the CONTRACTOR being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of CONTRACTOR.

8.06.3 Size and Frequency of Service. This Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the Customer. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Food Waste Materials need be placed outside the Bin, Cart or Debris Box. The CONTRACTOR shall provide containers as part of the Commercial Collection Service rates set forth in **Exhibit 1**, however, Customers may own their Compactor provided that the Customer is completely responsible for its proper maintenance and such Compactor shall be of a type that can be serviced by the CONTRACTOR'S equipment.

8.06.4 Additional Food Waste Bins or Carts. CONTRACTOR shall provide additional Commercial Food Waste Bins and Carts to Commercial Service Recipients at the Commercial Collection Service rates set forth in **Exhibit 1**.

8.06.5 . Food Waste - Improper Procedure. If Food Waste is contaminated through commingling with Commercial Refuse, the CONTRACTOR shall, if practical, separate the Commercial Refuse from the Food Waste. The Food Waste shall then be collected and the Commercial Refuse shall be left in the Food Waste Bin, Cart or Debris Box along with a Non-collection Notice of why the Food Waste is not collected. However, in the event the Food Waste and Commercial Refuse are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Commercial Refuse renders the entire Food Waste Bin, Cart or Debris Box contaminated, the CONTRACTOR will leave the Food Waste Bin, Cart or Debris Box un-emptied along with a Non-collection Notice which contains instructions on the proper procedures for setting out Food Waste. Upon notification from the City Representative, CONTRACTOR shall collect the contaminated Food Waste as part of the next regularly scheduled Commercial Refuse Collection.

8.07 Food Waste - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the types of items included as Food Waste, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation.

8.08 Commercial Universal Waste Collection Service. This service will be governed by the following terms and conditions:

8.08.1 Conditions of Service. The CONTRACTOR shall provide Commercial Universal Waste Collection Service to all Commercial Service Units in the Service Area whose Universal Waste have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. Each Commercial Service Unit in the Service Area shall be entitled to receive three (3) pickups of Universal Waste Collection Service at no charge.

8.08.2 Frequency of Service. Commercial Service Recipients must call at least forty-eight (48) hours in advance to schedule Commercial Universal Waste Collection Service. Collection will occur on the Customer's regular Collection day.

8.08.3 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Universal Wastes collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

8.08.3.1 Reuse as is (where energy efficiency is not compromised)

8.08.3.2 Disassemble for reuse or Recycling

8.08.3.3 Recycle

8.08.3.4 Disposal

8.08.4 CITY Direction of Universal Waste. CITY reserves the right to direct CONTRACTOR to take Universal Waste Collected pursuant to this Article to a designated site or sites for the purpose of permitting persons who will reuse or recycle such Universal Waste to obtain the Universal Waste at no cost. CONTRACTOR shall have no obligation to dispose of the Universal Waste or Universal Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Universal Waste. CONTRACTOR shall be entitled to an adjustment to the service rates to reflect any increased costs arising from the CITY's direction.

8.09 Commercial Debris Box Collection Service. Upon request of a Commercial Service Unit, CONTRACTOR shall provide a Commercial Debris Box Collection Service on a temporary basis or permanent basis.

8.09.1 Debris Boxes shall be transported by CONTRACTOR to an approved processing facility to achieve maximum diversion.

8.09.2 Charges for Debris Boxes shall be in accordance with **Exhibit 1** of this Agreement.

8.09.3 The CONTRACTOR shall provide Commercial Debris Box Collection Services with as little disturbance as possible and shall leave any Debris Boxes in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. CONTRACTOR shall only place Debris Boxes in strict adherence with the CITY'S right-of-way requirements and Municipal Code.

8.09.4 CONTRACTOR shall remove any and all graffiti within 24 hours of being identified by the CONTRACTOR or City Representative. CONTRACTOR shall not deliver a Debris Box without CONTRACTOR information or with any graffiti visible on the Debris Box.

8.10 Commercial Audits and Recycling Technical Assistance. CONTRACTOR will conduct initial and ongoing commercial recycling opportunity assessments for MFD Service Recipients and Commercial Service Recipients and for City Facilities to ensure recycling opportunities are utilized and Food Waste customers are identified and enrolled. CONTRACTOR will provide MFD Service Recipients and Commercial Service Recipients with recycling technical assistance, such as on-site employee and tenant training.

ARTICLE 9. CITY Collection Services

CONTRACTOR has offered to donate the following services as corporate good will, and such provisions of donated services shall have no rate impact of any kind to the CITY, or to any SFD, MFD, or Commercial Service Recipient.

9.01 CITY Collection Services.

9.01.1 CONTRACTOR shall provide Refuse, Recycling, Green Waste, Food Waste, and Debris Box Collection Service to City Service Units as deemed necessary and as determined between the CONTRACTOR and the CITY, but such service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection Service scheduled to fall on a holiday may be rescheduled as determined between the CITY and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Bin, Cart or Debris Box at the option of the CITY. CONTRACTOR shall offer Carts in 64 and 96 gallon Cart sizes and Bins in 1 – 6 cubic yard sizes. CONTRACTOR shall not charge for Collection of Recyclable Materials or Green Waste collected in Carts or Bins. CONTRACTOR shall offer Debris Boxes in 10, 20, 30, and 40 cubic yard sizes. The size of the container and the frequency (above the minimum) of Collection shall be determined between the CITY and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Refuse, Recyclable Materials, Green Waste needs to be placed outside the Bin, Cart or Debris Box. City Service Units are listed in **Exhibit 2**.

9.01.2 Public Containers Collection. CONTRACTOR shall provide Collection, transporting and disposal or processing service to those public Refuse or Recycling containers in place or placed by the CITY, or as designated by the CITY, and other CITY properties during the term of this Agreement. Frequency of Collection shall be no less than three (3) days per

week per Container on Monday, Wednesday and Friday. Contractor shall also collect any spilled waste or litter within a five (5) foot radius of any public containers.

9.01.3 Accessibility. CONTRACTOR shall collect all Carts, Bins and Debris Boxes that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of CITY Collection Services. Push services shall include, but not be limited to, dismounting from the collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.

9.01.4 Notification. The CONTRACTOR will notify the City Representative daily, by Fax and e-mail, of all situations that prevent or hinder Collection from any City Service Unit, unless otherwise directed by CITY.

9.01.5 City Sponsored Events. CONTRACTOR shall provide Collections Services at CITY-sponsored events as requested by CITY. Such services shall be provided in such a manner that all Collection, processing and disposal needs, and related staff support and public education materials for the event are adequately and properly provided for by CONTRACTOR. City Sponsored Events are set forth on **Exhibit 4**, attached to and included in this Agreement.

9.01.5.1 Regardless of CONTRACTOR providing services, all CITY events will be attended by CONTRACTOR personnel in order to work more closely with The City to create more awareness and to educate the residents and businesses about the importance of recycling.

9.02 Used Motor Oil Collection. Upon request by the CITY, CONTRACTOR shall collect any Used Motor Oil from the City's public works yard.

9.03 Holiday Tree Debris Boxes. For the two (2) weeks commencing December 26th, CONTRACTOR shall provide up to three (3) Debris Boxes (as determined by the City Representative) at locations designated by the City Representative for the drop-off of Holiday Trees.

ARTICLE 10. Charges and Rates

10.01 CONTRACTOR Billing. The CONTRACTOR shall be responsible for the billing and collection of payments for all Collection Services. The Contractor shall charge Service Recipients an amount not to exceed the Maximum Service Rates set by CITY resolution and attached in **Exhibit** 1 to this Agreement and as may be adjusted under the terms of this Agreement. The CITY shall approve the format for all Customer bills.

10.01.1 Partial Month Service. If, during a month, a Service Unit is added to or deleted from CONTRACTOR'S Service Area, the 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 Service Unit.

10.01.2 Production of Invoices for Service Units Utilizing Carts. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for Service Recipients utilizing Carts received under this Agreement. The CONTRACTOR shall coordinate its production of invoices with the City's current utility billing schedule, in which customers are billed in arrears, every two months. The CONTRACTOR'S invoice shall be remitted to the Service Recipient within five (5) days of the end of the 2nd

month of the period for which service is being billed. Notification of future rate increases shall be included in at least one invoice prior to the affected rate increase date.

10.01.3 Production of Invoices for Service Units Utilizing Bins. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for Service Recipients utilizing Bins received under this Agreement in advance but no less than twelve (12) times per year. The CONTRACTOR may invoice the Service Recipient no less than ten (10) days preceding the month for services for which service is being billed.

10.01.4 Production of Invoices for Debris Box Collection Service. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City Representative, for Debris Box Collection Services received under this Agreement in arrears for services during the prior month. Customers utilizing Debris Box Collection Services may be invoiced upon completion.

10.01.5 City Provided Billing Inserts. CITY may provide educational and other material to CONTRACTOR for inclusion in the invoices provided by CONTRACTOR to SFD, MFD and Commercial Customers for Collection Services. CONTRACTOR shall not charge the CITY for the inclusion of additional educational or other materials in the invoices.

10.01.6 Methods of Payment. CONTRACTOR shall provide the means for Customers to pay bills through the following methods: cash, checks, credit cards, internet payment service or automatic withdrawal from bank account. On-line (E-Pay) bill methods shall be password protected and comply with federal regulations protecting the privacy of Customer credit information. CONTRACTOR shall provide evidence of such security certifications and advise the CITY of CONTRACTOR'S security measures implemented for on-line payment.

10.01.7 Delinquent Service Accounts. The CONTRACTOR may report to the City Representative, on a monthly basis, a SFD Service Recipient who has received Collection Service and whose account is over ninety (90) days past due, and a MFD or a Commercial Service Recipient whose account is over forty-five (45) days past due. The CITY, however, is not in any way responsible to assist CONTRACTOR in collecting delinquent accounts, or in any way responsible to compensate CONTRACTOR for revenues lost due to delinquent accounts. The CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts, including removing Recycling Carts and Bins and Organic Waste Carts and Bins, and reducing the provision of Refuse Collection Services to the smallest Cart or Bin size to any Service Unit due to non-payment. CONTRACTOR may not discontinue providing Refuse Collection Services.

10.02 Adjustments to CONTRACTOR'S Maximum Service Rates. CONTRACTOR'S Maximum Service Rates are as specified in **Exhibit 1** of this Agreement, and are firm and fixed through June 30, 2015. CONTRACTOR shall not be entitled to any compensation that is not listed in **Exhibit 1**. On or after July 1, 2015, and each subsequent July 1st, CONTRACTOR'S Maximum Service Rates shall be adjusted as follows:

10.02.1 Financial Information. On or before April 1, 2015, and annually thereafter during the term of this Agreement, CONTRACTOR shall make available to CITY audited copies of the financial information required under Article 16.01.1 for the specific services performed under this Agreement for the preceding Agreement Year. If CONTRACTOR fails to make available the financial information by April 1st, it is agreed that CONTRACTOR shall be deemed to have waived the CPI rate adjustment for that year.

10.02.1.1 Where the financial information made available by the CONTACTOR is marked "Confidential", the CITY will take reasonable measures, subject to the requirements of applicable law, to prevent the dissemination of the financial information to third parties, and will promptly notify CONTRACTOR upon receipt of a request by a third party under the Public Records Act to review or obtain such financial information.

10.02.1.2 If CONTRACTOR'S failure to make available the financial information required under Article 10.02.1 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the CITY, the CITY, at its sole discretion, may consider the request for the CPI rate adjustment.

10.02.2 Adjustments Using the Consumer Price Index (CPI).

10.02.2.1 Adjustments. On April 1, 2015 and each April 1st thereafter, using one-hundred percent (100%) of the twelve (12) month average percentage change in the CPI between December of the most recent year to December of the prior year, CONTRACTOR shall apply the percentage change to approved current Maximum Service Rates and submit the CONTRACTOR'S request for an adjustment in the Maximum Service Rates to the CITY in the same form as **Exhibit 1**.

10.02.2.2 Rounding. Annual adjustments shall be made only in units of one cent ($0.01) and shall not result in a decrease to the rates currently in effect. 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.

10.02.3 CITY Approval of Maximum Service Rates. As of April 1, 2015, and annually thereafter during the term of this Agreement, the CITY Representative shall notify CONTRACTOR of the adjustments to the affected Maximum Service rates to take place on the subsequent April 1st. CITY shall take action on the any changes in the Maximum Service Rates in accordance with the CITY'S municipal code.

10.03 CONTRACTOR'S Payments to CITY. CONTRACTOR shall make payment to the CITY of a franchise fee, and such other fees as may be specified in this Article 10.03. Payment to the CITY shall be due, on the fifteenth (15th) day of the month following the month the revenues are collected. Each such payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S Gross Receipts collected during the preceding month in sufficient detail to allow for an independent recalculation of payments.

10.03.1 Franchise Fee. The franchise fee shall be a percentage of CONTRACTOR'S Gross Revenues collected each month under the terms of this Agreement. The franchise fee percentage shall be ten percent (10%) unless otherwise adjusted by the CITY. In the event that the CITY adjusts the franchise fee percentage, the maximum service rates will also be adjusted to incorporate any such changes in the franchise fee percentage.

10.03.2 No acceptance by CITY 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 CITY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by CITY. If, after the audit, such recompilation indicates an underpayment CONTRACTOR shall pay to CITY the amount of the underpayment and shall reimburse CITY for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) Work Days of receipt of written notice from CITY that such is the case. If, after audit, such recompilation indicates an overpayment, CITY shall notify the CONTRACTOR in writing of the amount of the overpayment, less costs and expenses incurred

in connection with the audit and recompilation. CONTRACTOR may offset the amounts next due following receipt of such notice by the amount specified therein.

10.03.3 Adjustments Due to Changes In Legislation. CONTRACTOR agrees that no extraordinary adjustment shall occur or rate adjustment be provided unless and only if changes to local, State, or Federal regulations or laws occurring on or after February 15, 2014 result or will result in additional costs exceeding the CPI for the fee or additional service required under the legislative or regulatory change, or different services to be provided by CONTRACTOR which are not otherwise covered by the terms and conditions in Article 25 and have directly resulted or will result in changes to CONTRACTOR'S operations and have caused or will cause CONTRACTOR'S total operation costs to increase. The CITY may request from the CONTRACTOR such further information as it deems necessary to fully evaluate the CONTRACTOR'S request for extraordinary adjustment and make its determination. The CITY shall in the exercise of its reasonable discretion approve or deny the request, in whole or in part, within sixty (60) calendar days of receipt of the written request and all other additional information requested by the CITY. Any such change will be implemented within an agreed upon time between the CITY and CONTRACTOR.

10.03.4 Reimbursement of Fees. As specified in the CITY'S Request for Proposals dated July 22, 2013, The CONTRACTOR shall reimburse the CITY the following amounts:

10.03.4.1 Within 30 days after execution of the Agreement award, a one-time payment of **One Hundred and Fifty Thousand Dollars ($150,000)** for the cost of procuring Collection Services.

10.03.4.2 No later than February 15, 2014, and annually thereafter during the term of this Agreement, CONTRACTOR shall submit an annual Contract Management Fee to the City, or the City's designated contractor in the amount of **Fifty Thousand Dollars ($50,000)**. Beginning February 15, 2015, this amount shall be increased annually at the same percentage change as adjustments to the Maximum Service Rates as specified in Section 10.02.

10.03.5 Transition Fee. CONTRACTOR shall pay an amount not to exceed **Sixty Thousand Dollars ($59,100)** for transition assistance to the CITY'S designated transition assistance contractor. Such payment shall be based on monthly invoices submitted directly to CONTRACTOR by the CITY'S designated transition contractor. Transition assistance shall end on July 30, 2014, unless extended by mutual agreement between the CITY and CONTRACTOR.

ARTICLE 11. Collection Routes

11.01 Collection Routes. Sixty (30 days prior to commencement of Collection Services, the CONTRACTOR shall provide the CITY with maps precisely defining collection routes, together with the days and the times at which collection shall regularly commence. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by the CITY.

11.02 Subsequent Collection Route Changes. The CONTRACTOR shall submit to the CITY, 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 the CITY. The CONTRACTOR shall not implement any route changes to SFD Service

Recipients without the prior review of the City Representative. If the route change will change the collection day for a Service Recipient, the CONTRACTOR shall notify those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date of implementation.

11.02.1 Collection Route Audits. The CITY reserves the right to conduct audits of CONTRACTOR'S collection routes. The CONTRACTOR shall cooperate with the CITY in connection therewith, including permitting CITY employees or agents, designated by the City Representative, to ride in the collection vehicles in order to conduct the audits. The CONTRACTOR shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by the City Representative to conduct such audits.

ARTICLE 12. Collection Vehicles

12.01 General Provisions. All collection vehicles used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality. At the start of this Agreement, all route collection vehicles utilized by CONTRACTOR pursuant to this Agreement shall be new 2013/2014 manufactured vehicles or refurbished vehicles as specified in **Exhibit 11**.

12.02 Vehicle Registration, Licensing and Inspection. On or before January 1, 2014 and upon request by the CITY thereafter during the term of this Agreement, CONTRACTOR shall submit documentation to the CITY Representative to verify that each of the CONTRACTOR'S collection vehicles is 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. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements. Each vehicle shall comply, at all times, with all applicable statutes, laws or ordinances of any public agency. Routine inspections by the California Highway Patrol will be required bi-annually and certificates for said inspection shall be filed with the CITY upon request.

12.03 Clean Air Vehicles. During the term of this Agreement, to the extent required by law, CONTRACTOR shall provide its collection vehicles to be 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

12.04 Fuel Type. CONTRACTOR shall utilize compressed natural gas (CNG) as the fuel type for all its collection vehicles, and CNG, bio-diesel or hybrid electric for all its support vehicles.

12.05 Global Positioning Systems (GPS). CONTRACTOR shall provide all route collection vehicles equipped with fully functioning on-board GPS with direct and real-time linkages to CONTRACTOR's Customer service system.

12.06 Vehicle Noise Level. All Collection operations shall be conducted as quietly as possible and must comply with U.S. EPA noise emission regulations currently codified at 40 CFR Part 205, and other applicable State, County, and City noise control regulations.

12.07 Safety Equipment. 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 the CITY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time. All collection vehicles shall be equipped with audible back-up warning devices and back-up warning devices.

12.08 Vehicle Signage and Painting. Collection vehicles shall have signage in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle that clearly states the CONTRACTOR'S name, the CONTRACTOR'S Customer service telephone number and the number of the vehicle. No advertising shall be permitted other than the name of the CONTRACTOR except promotional advertisement of the Recyclable Materials and Organic Waste programs. CONTRACTOR shall repaint all vehicles (including vehicles striping) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the City Representative.

12.09 Vehicle Maintenance. CONTRACTOR shall maintain collection vehicles in a clean condition and in good repair at all times and ensure that no Collected materials, oil, grease, or other substances will blow, fall out, escape or leak out of the vehicle, with the exceptions of vehicle emission. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to CITY. CONTRACTOR shall wash all collection vehicles at least once a week.

12.10 Maintenance Log. CONTRACTOR shall maintain a maintenance log for all collection vehicles. The log shall at all times be accessible to CITY by physical inspection upon request of City Representative, and shall show, at a minimum, each vehicles' 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.

12.11 Equipment Inventory. On or before January 1, 2014, and January 1st annually thereafter, CONTRACTOR shall provide to CITY 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 by CONTRACTOR assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance status. CONTRACTOR shall submit to the City Representative, either by Fax or e-mail, an updated inventory annually to the CITY or more often at the request of the City Representative. Each vehicle inventory shall be accompanied by a certification signed by CONTRACTOR that all collection vehicles meet the requirements of this Agreement.

12.12 Reserve Equipment. The CONTRACTOR shall have available to it, at all times, reserve collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

ARTICLE 13. Customer Service

13.01 Customer Service Program. CONTRACTOR shall develop, implement, and maintain a Customer Service Program approved by the CITY to ensure that all services

provided under this Agreement are provided a high quality. CONTRACTOR'S Customer Service Plan is attached as **Exhibit 9** of this Agreement.

13.02 CONTRACTOR'S Office. The CONTRACTOR shall maintain an office that provides toll-free telephone access to residents and businesses of the CITY and is staffed by trained and experienced Customer Service Representatives (CSRs). Such office shall be equipped with sufficient telephones that all Collection Service related calls received during normal business hours are answered by an employee within five (5) rings, and shall have responsible persons in charge during Collection hours and shall be open during such normal business hours, 8:00 a.m. to 5:00 p.m. on regularly scheduled Work Days (Monday through Friday) and when service is scheduled to be provided on Saturdays. The CONTRACTOR shall provide either a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next Work Day morning.

13.03 City Hall Billing Kiosk. The CONTRACTOR shall provide a CSR, at City Hall, to assist in billing related inquiries, accept customer payments, and provide any other assistance to CITY or customers beginning January 15, 2014 and ongoing through the term of this agreement. CONTRACTOR may rent a full workstation from CITY at a rate mutually agreed upon by CONTRACTOR and CITY. The CSR shall be at City Hall during normal CITY business days and office hours on a work schedule mutually agreed upon by CONTRACTOR and City.

13.04 Emergency Contact. The CONTRACTOR shall provide the City Representative with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours with a two (2) hour response time.

13.05 Multilingual/TDD Service. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and such other languages as CITY may reasonably direct. CONTRACTOR shall at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

13.06 Service Recipient Calls. During office hours, CONTRACTOR shall maintain a telephone answering system capable of accepting at least ten (10) incoming calls at one (1) time. CONTRACTOR shall record all calls including any inquiries, service requests and complaints into a Customer service log.

13.06.1 Response to Calls. All incoming calls will be answered within five (5) rings. Any call "on-hold" in excess of one and one half (1.5) minutes shall have the option to remain "on-hold" or to be switched to a message center where Service Recipient can leave a message. CONTRACTOR'S Customer service representative shall return Service Recipient calls. For all messages left before 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to noon the next Work Day. CONTRACTOR shall make minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. If CONTRACTOR is unable to reach the Service Recipient on the next Work Day, the CONTRACTOR shall send a postcard to the Service Recipient on the second Work Day after the call was received, indicating that the CONTRACTOR has attempted to return the call.

13.07 Website. CONTRACTOR shall develop and maintain a state-of-the-art website "San Fernando Recycles" dedicated to services provided in the CITY that is accessible by the public. The web site shall include answers to frequently asked questions, rates for Collection Services, listing and description of Recyclable Materials and Organic Waste, Collection Service

schedules and maps, and other related topics. CONTRACTOR shall arrange for the CITY'S website to include an e-mail link to CONTRACTOR and a link to CONTRACTOR'S website. The CONTRACTOR'S website shall provide the public the ability to e-mail complaints to CONTRACTOR and request services or service changes. CONTRACTOR's website shall also promote reuse and recycling and other materials as requested by the CITY. The CITY shall review and approve CONTRACTOR'S website.

ARTICLE 14. Public Outreach Services

14.01 Public Outreach Services. CONTRACTOR, at its own expense, shall prepare, submit and implement an annual (Agreement Year) Public Education and Outreach Plan that incorporates key features of CONTRACTOR'S Public Education Plan (**Exhibit 6**). The proposed action plans must be submitted annually for CITY approval no later than April 1, 2015, and no later than April 1st each Agreement Year thereafter. The program must include a specific steps designed to increase diversion and participation, for the City's residents, businesses, and Public Schools. Campaigns should target certain diverted materials or "problem" areas of the CONTRACTOR'S Service Area where improvements can be maximized. Targets of outreach should be based on local trends and recycling patterns based on information obtained by both the City Representative and CONTRACTOR staff. The CONTRACTOR shall provide space in CONTRACTOR'S public outreach materials, such as mailers, flyers and newsletters, for the CITY to include announcements, community information, articles, and photographs. The Public School campaigns shall correspond with the school year and should target student, faculty and staff participation in the diversion of Recyclable Materials.

14.02 Community Involvement. In consideration of the rights granted by this Agreement, CONTRACTOR has agreed to and shall provide the following community services:

14.02.1 Earth Day Tree Event. CONTRACTOR shall donate at least 100 trees per year in the City as part of the Tree City USA activities. Contractor will work closely with CITY staff to provide readily available oak trees or select the most appropriate tree types and specifications for planting within the City.

14.02.2 Garden Project Support. CONTRACTOR will provide to CITY expertise and resources in planned San Fernando garden projects, streetscape projects, and designated tree focus areas throughout the following procedures: Soil technicians will gather solid samples from growing areas designated by CITY and send them to a state-certified lab for analysis and resting; laboratory results will be forwarded to a listed PCA Agronomist to provide written recommendations for improving soil quality and matching soil quality (fertility, organics, ph, etc.) to appropriate plantings. As a follow up petiole (leaf) samples will be analyzed at a State-certified lab to verify that the plant is healthy and receiving all nutritional components. All of the above mentioned activities and services will be funded at Contractors expense.

14.02.3 Special Event Support. CONTRACTOR will provide, at no charge to the CITY, Debris Boxes and Bins at CITY sponsored special events that may arise during the term that are in addition to the events identified in **Exhibit 5**.

14.02.4 Education Packets. CONTRACTOR will provide education packets, including but not limited to Recycling Rosie Curriculum and availability and content of a once annual Republic recycling assembly for grades preschool through Grade 3, for all private and public elementary schools in San Fernando, to increase awareness of and support for the

residential recycling program, as well as to increase understanding of the benefits of recycling and the cyclical nature of the environment. Contractor will completely fund the design and printing of these packets and distribute them annually to teachers with additional information available for download from CONTRACTORS website.

14.02.5 Compost and Woodchips Delivery. As needed and identified by CITY staff, CONTRACTOR will annually provide compost and woodchips for City sites such as local parks, and planned City garden projects. Contractor will also donate compost and wood chips annually to San Fernando schools based on needs identified by school maintenance and landscape staff. In some cases, these donations will be linked with LAUSD and State Education Department Garden programs.

14.03 Recycling Coordinator / CSR. CONTRACTOR will provide for the equivalent one (1) full-time Recycling Coordinator / CSR dedicated to the CITY. CONTRACTOR may use an Approved Subcontractors as listed in **Exhibit 4** to perform some or all the duties normally assigned to the Recycling Coordinator.

14.04 Cesar Chavez Scholarship Program. CONTRACTOR will fund and run an annual scholarship program for college-bound high school seniors, with up to $1,000.00 for each recipient.

14.05 Neighborhood Watch Clean-up Events. CONTRACTOR will team with local police department and/or other organizations and City departments to assist in running Neighborhood Watch Clean-up Events. Field-trips. CONTRACOR will conduct regular field trips for all students, residents, business owners and seniors at its local facilities, including its new education center at Sunshine Canyon Landfill.

14.06 Residential Star and Community Zone Recycling Rewards Program. CONTRACTOR will develop a My Republic Residential Star Rewards Program for CITY residents that incentivizes recycling and provides a total reward amount estimated to be $3,500.00 annually to be provided as gift cards to be used in San Fernando businesses. In addition, CONTRACTOR will also organize a Community Zone Recycling Rewards Program that will provide a total of $1,000 for local charities based each Community's Zones that recycles the most material per Agreement Year. CONTRACTOR and CITY will agree on the Community Zones. The value of the Recycling Rewards Program is estimated to reach $5,000 annually.

14.07 Books Recycling Programs. CONTRACTOR shall promote and provide Books Recycling Programs as specified in **Exhibit 6**.

14.08 Annual Large Green Waste Shred Day Events. CONTRACTOR shall sponsor and conduct One (1) Annual Large Green Waste Shred Day Event each Agreement Year. The Annual Shred Day will allow the CITY and Customers shredding services for Large Green Waste. The CITY and CONTRACTOR shall work together to coordinate the Annual Large Green Waste Shred Day Event on a date, time, and terms with the Quarterly Community Drop-off Events and the Annual Paper Shred Day Events.

14.09 Semi-Annual Paper Waste Shred Day Events. CONTRACTOR shall sponsor and conduct two (2) Annual Paper Shred Day Events each Agreement Year. The Annual Paper Shred Day will allow the CITY and Customers shredding services for personal documents . The CITY and CONTRACTOR shall work together to coordinate the Annual Paper Shred Day Events on dates, times, and terms with the Annual Large Green Waste Shred Day Events and the Quarterly Community Drop-off and Compost Donation Events.

14.10 Quarterly Community Drop-Off and Compost Donation Events. CONTRACTOR will conduct quarterly drop off events where residents may drop off Bulky Waste, Universal Waste, reusable clothing, E-waste, or Green Waste. CONTRACTOR will provide compost to residents during these events. CONTRACTOR will coordinate with local charities and non-profit groups for the use of any usable items dropped off at the events. CITY and CONTRACTOR shall work together to coordinate the Quarterly Community Drop-off and Compost Donation Events on dates, times, and terms with the Annual Large Green Waste Shred Day Events and the Annual Paper Shred Day Events.

14.11 Los Angeles Unified School District (LAUSD) Education and Outreach. CONTRACTOR will extend education and outreach curriculum to all schools in CITY, including non-LAUSD schools, as specified in **Exhibit 6**.

14.12 Backyard Compost and Worm Bin Promotion. CONTRACTOR will promote backyard composting and underwrite 50 percent of the cost of compost and worm bins for CITY residents. CONTRACTOR will provide a minimum of two (2) Composting Workshops per year, as specified in **Exhibit 7**.

14.13 Ongoing Diversion and Education Program Management. CONTRACTOR will incorporate a monthly program management report which will include a timetable for implementation of diversion and education and outreach program activities, including but not limited to outreach materials, events, community involvement, updates regarding curbside, on-call services, program tasks such as meetings with multi-family premises, chambers and other key initiatives.

14.14 Local Vendors. To the extent possible, CONTRACTOR will utilize local San Fernando vendors to purchase good and services such items such as printing, and vehicle parts, and fuel.

14.15 Use of CITY CNG Fuel Station. To the extent possible and when available, CONTRACTOR will utilize the CITY's CNG fuel station to fuel CONTRACTOR's collection vehicles. The cost of fuel will be negotiated between the CITY and CONTRACTOR and/or will not exceed CONTRACTOR's then current fuel charge.

14.16 Annual Collection Service Notice. Each Agreement Year during the term of this Agreement, the CONTRACTOR shall publish and distribute separate notices to all SFD Service Units regarding the SFD Collection Service, to all MFD Service Units regarding MFD Collection Service, and to all Commercial Service Units regarding Commercial Collection Service. To the extent appropriate, based on the category of Customer receiving the notice, it shall contain at a minimum: definitions of the materials to be collected, procedures for setting out the materials, Collection and disposal options for unacceptable materials such as Hazardous Waste, maps of the Service Area indicating the day of the week that Collection Service will be provided, and the CONTRACTOR Customer service phone number and website address. The notice shall be provided in English, and other languages as reasonably directed by the CITY, and shall be distributed by the CONTRACTOR no later than November 1st each Agreement Year.

14.17 Additional Programs and Services. CONTRACTOR shall provide additional services and programs as requested by CITY at a price to be mutually agreed upon between the CONTRACTOR and the City Representative. In the event the CONTRACTOR and the City Representative cannot reach a mutually agreed upon price for the requested service or program, CITY shall have the right to procure the service of other vendors or contractors to provide the requested service.

14.18 News Media Relations. CONTRACTOR shall notify the City Representative by Fax, 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 Service Recipient perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the City Representative.

14.18.1 Copies of draft news releases or proposed trade journal articles shall be submitted to CITY 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 CITY simultaneously with CONTRACTOR'S submittal to such regulatory agency.

14.18.2 Copies of articles resulting from media interviews or news releases shall be provided to the CITY within five (5) Work Days after publication.

ARTICLE 15. Emergency Service Provisions

15.01 Emergency Services. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, the City Representative may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the City Representative when it is anticipated that normal routes and schedules can be resumed. The City Representative shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in **Exhibit 1** to this Agreement provided the CONTRACTOR has first secured written authorization and approval from the CITY through the City Representative.

ARTICLE 16. Record Keeping & Reporting Requirements

16.01 Record Keeping.

16.01.1 Accounting Records. CONTRACTOR shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services provided under this Agreement, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records shall be subject to audit and inspection. Gross Receipts derived from provision of the Collection Services shall be recorded as revenues in the accounts of the CONTRACTOR. These records shall be separate and segregated from other records maintained by CONTRACTOR for the provision of other services outside the scope of this Agreement as may be provided by CONTRACTOR. CONTRACTOR shall maintain and preserve all cash, billing and disposal records for a period of not less than five (5) years following the close of each of the CONTRACTOR'S fiscal years.

16.01.2 Contractor Payments to the City. CONTRACTOR shall maintain records of all payments made to the CITY for all items listed in Article 10.03.

16.01.3 Tonnage Records. CONTRACTOR shall maintain records of the quantities of (i) Refuse, Recyclable Material, and Green Waste and Food Waste collected, processed, composted, and disposed under the terms of this Agreement, and (ii) Recyclable Materials and Green Waste and Food Waste, by material type, purchased, sold, donated or given for no compensation, and residue disposed.

16.01.4 Records. CONTRACTOR shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Article 16 or elsewhere in the Agreement.

16.02 Reporting Requirements. Monthly Reports shall be delivered to the City Representative no later than fifteen (15) calendar days after the end of the prior month. Quarterly reports shall be submitted to the City Representative no later than fifteen (15) calendar days after the end of the reporting quarter and annual reports shall be submitted to the City Representative no later than thirty (30) days after the end of each preceding calendar year. Monthly, quarterly and annual reports shall be submitted in hard copy, and shall be provided electronically via e-mail, or a compact disc using software acceptable to the CITY. Reports shall be submitted in a format mutually agreed upon between the CITY and CONTRACTOR.

16.02.1 Monthly Reports.

16.02.1.1 CONTRACTOR Payments to the City. CONTRACTOR shall report all payments made to the CITY as specified in Article 10.03, and CONTRACTOR'S Gross Revenues received delineated by SFD, MFD, Commercial, and City Collection Service.

16.02.1.2 Collection Service Census Data. CONTRACTOR shall deliver to CITY, Collection Service census data for all Service Units and shall be segregated by type of service and as appropriate, container size, number of containers and frequency of Collection.

16.02.1.3 Tonnage Data. CONTRACTOR shall deliver to CITY a listing of the actual tonnage collected, disposed, recycled, composted, and residue for the preceding month sorted between SFD, MFD Commercial and CITY Service Units, and between Debris Box Containers and all other containers to the extent practical.

16.02.2 Quarterly Reports. Quarterly reports to the CITY shall include:

16.02.2.1 Refuse Data. The number of SFD, MFD, CITY and Commercial Service Units and the number of Refuse Bins, Carts, Debris Boxes and Compactors by size and Service Unit type. A listing of the tonnage from all Collection Services, including Bulky Waste Collection Service, collected, diverted and disposed by the CONTRACTOR at the Disposal Facility for the preceding quarter sorted between SFD, MFD, Commercial and City Service Units. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

16.02.2.2 Recycling Data. The number of gross tons collected by material type for SFD, MFD, City and Commercial Recycling Collection Service, including Recyclable Materials collected as part of Bulky Waste Collection Service, for the preceding quarter. Indicate, by material type (and grade where appropriate), quarterly total of Recyclable Materials processed and sold including facility name and location, average price received per Ton and total Recycling Revenue received for the quarter. Indicate any quantities, by material type, donated or otherwise disbursed without compensation. Indicate quarterly totals and location for residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

16.02.2.3 Green Waste Data. The number of gross tons collected for SFD, MFD, City and Commercial Green Waste Collection Service, including Green Waste collected as part of Bulky Collection Service, for the preceding quarter. Indicate the number of Green Waste Bins, Carts, Debris Boxes, and Compactors distributed by size and Service Unit type. Indicate quarterly totals and location for residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

16.02.2.4 Food Waste Data. The number of gross tons collected for MFD, City and Commercial Food Waste Collection Service, for the preceding quarter. Indicate the number of Food Waste Carts, and Compactors distributed by size and Service Unit type. Indicate quarterly totals and location for residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

16.02.2.5 Public Education and Information Activities. CONTRACTOR shall report on all public education and information activities undertaken during the period, including distribution of bill inserts, collection notification tags, community information and events, school visits, tours and other activities related to the provision of Collection Services. This report shall discuss the impact of these activities on Recycling and Organic Waste program participation and provide details of events and activities planned for the next period.

16.02.2.6 Processing and Marketing Data. Recycling, Green Waste and Food Waste processing and marketing issues or conditions occurring during the previous quarter (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for SFD, MFD, Commercial and CITY programs.

16.02.2.7 Customer Service Data. A summary narrative of praises, complements, and problems encountered with Collection and processing activities and actions taken. Indicate type and number of Non-collection Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant changes in operation, market factors, and publicity conducted and need for publicity. A copy of the customer service log, including a summary of the type and number of complaints and their resolution. Copies of a written record of all calls related to missed pickups and responses to such calls.

16.02.2.8 Operational Problems and Actions Taken. Indicate instances of property damage or injury, poaching or scavenging, significant changes in operation, market factors, and publicity conducted and need for publicity. Include description of Organic Waste or Recyclable Materials loads rejected, reason for rejection and disposition of load after rejection.

16.02.2.9 Customer Base Data. CONTRACTOR shall provide, Customer base data consisting of the number of SFD, MFD, and Commercial Service Units billed, and City Collection Services sorted by service type, container size, number of containers, and frequency of Collection.

16.02.2.10 Summary of Historical and Proposed Activities. CONTRACTOR shall provide a narrative of activities undertaken during the month and those planned or proposed for the upcoming quarter.

16.02.2.11 Summary of Contractor Payments to the City. A summary of all payments made to the CITY as specified in Article 10.03, for the reporting period.

16.02.3 Annual Reports. The annual report submitted to the CITY shall include all quarterly reports in Articles 16.02.2.1 through 16.02.2.11 summarized by quarter and

averaged for the calendar year. For all annual reports beginning with the report for the second Agreement Year, the CONTRACTOR shall also include a historical comparison of the last calendar year and the average of all calendar years.

16.02.3.1 Gross Revenues and Franchise Fees. A summary of the prior year's Gross Revenues received and franchisee fees paid broken down by SFD, MFD and Commercial Service Units.

16.02.3.2 Account Data. Account data for SFD, MFD, Commercial Service Units and City Service Units including the total number of accounts serviced, and the number of accounts, account names and addresses of Collection locations per each service category.

16.02.3.3 Equipment Inventory. Updated complete inventory of collection and major processing equipment including stationary, rolling stock and collection containers by type and size.

16.02.3.4 Public Education and Information Activities. Public education and information activities undertaken during the year, including distribution of newsletters, billing inserts, other notices, collection notification tags, community information and events, tours and other activities related to the provisions of services.

16.02.3.5 Summary of Historical and Proposed Activities. CONTRACTOR shall provide a narrative of activities undertaken during the year and those planned or proposed for the upcoming year. CONTRACTOR shall provide information describing if the activity was undertaken in the previous Agreement Year or not and if not why it was added. For those activities that are not being continued, CONTRACTOR shall describe the reason the activity has been discontinued and the activity that is replacing it.

16.03 Additional Reporting. The CONTRACTOR shall furnish the CITY with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

ARTICLE 17. Nondiscrimination

17.01 Nondiscrimination. In the performance of all work and services under this Agreement, CONTRACTOR shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status, age, disability or sexual orientation. CONTRACTOR shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

ARTICLE 18. Service Inquiries and Complaints

18.01 CONTRACTOR'S Customer Service. CONTRACTOR shall at all times provide office staff and office hours, including personnel to answer phones and phone answering capabilities when CONTRACTOR'S office is closed, as specified in Article 13 of this Agreement. All service inquiries and complaints shall be directed to the CONTRACTOR. A representative of the CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by the CONTRACTOR in a prompt, courteous, and efficient manner. In the case of a dispute between the CONTRACTOR and a Service Recipient, the matter will be reviewed and a decision made by the City Representative.

18.01.1 The CONTRACTOR will utilize a customer service log to maintain a record of all inquiries and complaints in a manner prescribed by the CITY.

18.01.2 For those complaints related to missed Collections that are received by 12:00 noon on a Work Day, the CONTRACTOR will return to the Service Unit address and collect the missed Carts or Bins before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Work Day, the 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.

18.01.3 CONTRACTOR agrees that it is in the best interest of the CITY that all Refuse, Recyclable Materials, and Organic Waste be collected on the scheduled Collection day. Accordingly, missed Collections will normally be collected as set forth herein regardless of the reason that the Collection was missed. However, in the event a Service Recipient reports missed Collection Service more than two (2) times in any consecutive two (2) month period the City Representative will work with the CONTRACTOR to determine an appropriate resolution to that situation. In the event the CONTRACTOR believes any complaint to be without merit, CONTRACTOR shall notify the City Representative, either by Fax or e-mail. The City Representative will investigate all disputed complaints and render a decision.

ARTICLE 19. Quality of Performance of Contractor

19.01 Intent. CONTRACTOR acknowledges and agrees that one of CITY'S primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Service Recipient 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.

19.02 Service Supervisor. CONTRACTOR has designated a supervisor to be in charge of the Collection Service within the Service Area. At least thirty (30) calendar days prior to replacing the designated supervisor CONTRACTOR shall notify CITY in writing of the name and qualifications of the new service supervisor to the extent possible. CONTRACTOR shall ensure that such replacement is an individual with like qualifications and experience. The supervisor shall be available to the City Representative through the use of a mobile telephone at all times that CONTRACTOR is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor. The service supervisor shall provide the CITY with an emergency phone number where the supervisor can be reached outside of normal business hours.

19.03 Liquidated Damages. The parties further acknowledge that consistent and reliable Collection Service is of utmost importance to CITY and that CITY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in awarding the 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, CITY, and CITY'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 CITY'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 CITY, 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.

CITY Initial Here _____ CONTRACTOR Initial Here_____

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

LIQUIDATED DAMAGES		
Item		**Amount**
a.	Failure or neglect to respond to each complaint by the close of the next working day.	$100 per incident per Service Recipient.
b.	Failure to maintain equipment in a clean, and sanitary manner not cured within 24 hours of notice from the CITY.	$100 per incident per day.
c.	Failure to have a vehicle operator properly licensed.	$100 per incident per day.
d.	Failure to maintain office hours as required by this Agreement.	$100 per incident per day.
e.	Failure to maintain or timely submit to CITY all documents and reports required under the provisions of this Agreement.	$100 per incident per day.
f.	Failure to display CONTRACTOR'S name and customer service phone number on collection vehicles.	$100 per incident per day.
g.	Failure to collect a missed Collection by close of the next Work Day upon notice to CONTRACTOR.	$100 per incident per day.
h.	Failure to repair or replace damaged Carts or Bins within the time required by this Agreement.	$100 per incident per day.
i.	Failure to deliver or exchange Carts or Bins within the time required by this Agreement.	$100 per incident per day.
j.	Failure to meet vehicle noise requirements.	$100 per incident per day.
k.	Failure to maintain Collection hours as required by this Agreement.	$250 per incident per day.

LIQUIDATED DAMAGES		
Item		**Amount**
l.	Failure to offer and provide adequate processing capacity of Recyclable Materials and Organic Waste for MFD and Commercial Service Units.	$250 per incident per day.
m.	Failure to have CONTRACTOR personnel in proper uniform.	$250 per incident per day.
n.	Failure to repair damage to Customer property caused by CONTRACTOR or its personnel within 30 days of agreed on repair.	$500 per incident per location.
o.	Failure to repair damage to CITY property caused by CONTRACTOR or its personnel within 30 days of agreed repair.	$500 per incident.
p.	Failure to repair damage to City Streets directly caused by CONTRACTOR beyond normal operating wear and tear within 30 days of agreed repair.	$500 per incident and the actual cost of repair to CITY'S satisfaction — no cost to CITY.
q.	Failure to clean up spillage or litter caused by CONTRACTOR within 24 hours.	$500 per incident per location.
r.	Failure to properly cover materials in collection vehicles.	$500 per incident.
s.	Changing residential Collection days without proper notification to the City Representative.	$500 per incident per day.
t.	Commingling Refuse with Recyclable Materials.	$500 per incident.
u.	Failure to provide adequate primary and alternate capacity to accept and process Recyclable Materials or Organic Waste.	$500 per day.
v.	Disposal of Recyclable Materials or Organic Waste in the Disposal Facility without first obtaining the required permission of the CITY.	$500 per load.
w.	Failure to deliver any Collected materials to the CITY approved Disposal Facility, Materials Recovery Facility, or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	$5,000 each failure.
x.	Delivery to the Disposal Facility of any Refuse collected outside of the City boundaries of San Fernando commingled with that collected as part of this Agreement.	$5,000 each delivery.

LIQUIDATED DAMAGES		
Item		**Amount**
y.	Commingling of Refuse materials collected inside and outside the City of San Fernando.	$1,000 per incident.
z.	Failure to meet minimum annual Diversion Guarantee	The current disposal cost/ton for each ton under the diversion guarantee.
aa.	Failure to meet minimum annual Diversion Guarantee for two consecutive years.	May result in the denial of an extension to this Agreement.
bb.	Failure to provide Sharps in the manner set out in this Contract.	$150 per incident per day

19.04 Procedure for Review of Liquidated Damages. The City Representative may assess liquidated damages pursuant to this Article on a monthly basis. At the end of each month during the term of this Agreement, the City Representative may issue a written notice to CONTRACTOR ("Notice of Assessment") of the liquidated damages assessed and the basis for each assessment.

19.04.1 The assessment shall become final unless, within thirty (30) calendar days of the date of the notice of assessment, CONTRACTOR provides a written request for a meeting with the City Representative to present evidence that the assessment should not be made.

19.04.2 The City Representative shall schedule a meeting between CONTRACTOR and the City Manager or the City Manager's designee as soon as reasonably possible after timely receipt of CONTRACTOR'S request.

19.04.3 The City Manager or the City Manager's designee shall review CONTRACTOR'S evidence and render a decision sustaining or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to CONTRACTOR.

19.04.4 In the event CONTRACTOR does not submit a written request for a meeting within thirty (30) calendar days of the date of the Notice of Assessment, the City Representative's determination shall be final and CONTRACTOR shall submit payment to CITY no later than fifteen (15) calendar days following final determination. Or at the sole option of CITY, if monies are owed to CONTRACTOR, CITY may deduct the liquidated damages from amounts otherwise due to CONTRACTOR.

19.04.5 CITY'S assessment or collection of liquidated damages shall not prevent CITY from exercising any other right or remedy, including the right to terminate this Agreement, for CONTRACTOR'S failure to perform the work and services in the manner set forth in this Agreement.

19.05 Lockouts. Because it is the intent of this Agreement that CONTRACTOR shall consistently provide the highest level of services to the residents of San Fernando,

CONTRACTOR shall never institute a lockout of any or all of its employees unless CONTRACTOR has previously provided an alternate plan of continuing the highest level of services during the entire possible period of such a lockout with ample fully trained substitutes for all such locked out employees, and CITY has approved such alternate plan in writing prior to such lockout being instituted by CONTRACTOR. In addition, CONTRACTOR shall fully defend, indemnify and hold harmless CITY against anything whatsoever related to any such lockout as provided in Article 23 hereof, including but not limited to any claims, proceedings, or suits against CITY relating to any such lockout. Compliance with this Article shall in no way prevent the imposition of liquidated damages pursuant to Articles 19.03 and 19.04 hereof if CONTRACTOR fails to meet the standards or violates any provision as set forth in Article 19.03 a. through z. and aa. hereof.

ARTICLE 20. Billing Audit and Performance Reviews

20.01 Billing Audit and Performance Review

20.01.1 Selection and Cost. In addition to the Performance Review as described in Article 2.01.1, The CITY may conduct two (2) Billing Audit and Performance Reviews ("review") of the CONTRACTOR'S performance during the initial term of this Agreement. The review will be performed by a qualified firm under contract to the CITY. The CITY shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from the CONTRACTOR. The CONTRACTOR shall be responsible for the cost of the review up to a maximum of **Seventy-Five Thousand Dollars ($75,000.00)** for each review.

20.01.2 Purpose. The review shall be designed to meet the following objectives:

20.01.2.1 Verify that Customer billing rates have been properly calculated and they correspond to the level of service received by the Customer.

20.01.2.2 Verify that franchise fees, and other fees required under this Agreement have been properly calculated and paid to the CITY.

20.01.2.3 Verify CONTRACTOR'S compliance with the reporting requirements and performance standards of the Collection Service Agreement.

20.01.2.4 Verify the diversion percentages reported by the CONTRACTOR.

20.01.3 CONTRACTOR'S Cooperation. CONTRACTOR shall cooperate fully with the review and provide all requested data, including operational data, financial data and other data requested by the CITY within thirty (30) Work Days. Failure of the CONTRACTOR to cooperate or provide the requested documents in the required time shall be considered an event of default.

20.01.4 Additional Billing Audit and Performance Review. In the event that a review concludes that CONTRACTOR is not in compliance with all terms and conditions of this Agreement and such non-compliance is material, the CITY may conduct an additional Billing Audit and Performance Review (in addition to the two (2) reviews already allowed and in addition to the Performance Review described in Article 2.01.1) to ensure that CONTRACTOR has cured any such area of non-compliance. CONTRACTOR shall be responsible for the cost of any such Additional Billing Audit and Performance Review.

20.02 City Requested Program Review. The CITY reserves the right to require the CONTRACTOR to periodically conduct reviews of the SFD and MFD and Commercial Refuse, Recyclable Materials, and Organic Waste Collection programs to assess one or more of the following performance indicators: average volume of Recyclable Materials per setout per Customer, average volume of Green Waste and/or Food Waste per setout per Customer, participation level, contamination levels, etc. Prior to the program evaluation review, CITY and CONTRACTOR shall meet and discuss the purpose of the review and agree on the method, scope, and date to be provided by the CONTRACTOR.

20.03 Cooperation with Other Program Reviews. If the CITY wants to collect program data, perform field work, conduct route audits to investigate Customer participation levels and setout volumes and/or evaluate and monitor program results related to Refuse, Recyclable Materials and Organic Waste collected in the CITY by the CONTRACTOR, the CONTRACTOR shall cooperate with the CITY or its agent(s). CONTRACTOR shall also cooperate with any waste generation studies conducted by the CITY or its agent(s).

ARTICLE 21. Performance Bond

21.01 Performance Bond. A performance bond must be furnished by the CONTRACTOR within fifteen (15) calendar days of notification to the CONTRACTOR that that the Agreement has been executed. The CONTRACTOR shall furnish to the CITY, and keep current, a performance bond in a form with language that is acceptable to the CITY, for the faithful performance of this Agreement and all obligations arising hereunder in an amount of **Five Hundred Thousand Dollars ($500,000.00)**.

21.02 Renewal. Beginning April 1, 2015, and each April 1st thereafter, CONTRACTOR shall have the performance bond renewed annually and be executed by a surety company that is acceptable to the CITY; an admitted surety company licensed to do business in the State of California; has an "A:VII" or better rating by A. M. Best or Standard and Poors; and is included on the list of surety companies approved by the Treasurer of the United States.

21.03 Letter of Credit. As an alternative to the performance bond required by Article 21.01, at CITY'S option, CONTRACTOR may deposit with CITY an irrevocable letter of credit in an amount as set forth in Article 21.01. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to business in the state of California, in the CITY'S name, and be callable at the discretion of the CITY. Nothing in this Article shall, in any way, obligate the CITY to accept a letter of credit in lieu of the performance bond.

ARTICLE 22. Insurance

22.01 Insurance Policies. CONTRACTOR shall secure and maintain throughout the term of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with CONTRACTOR'S performance of work or services under this Agreement. CONTRACTOR'S performance of work or services shall include performance by CONTRACTOR'S employees, agents, representatives and subcontractors.

22.02 Minimum Scope of Insurance. Insurance coverage shall be at least this broad:

22.02.1.1 Commercial General Liability: Insurance Services Office (ISO) Occurrence Form CG 0001 or, if approved by CITY, Claims Made Form No. CG0 0002. Automobile Liability: Insurance Services Office Form No. CA 0001, code 1 “any auto”.

22.02.2 Workers' Compensation Insurance as required by the State of California and Employers Liability Insurance.

22.02.3 Hazardous Waste and Environmental Impairment Liability Insurance.

22.02.4 Employee Blanket Fidelity Bond.

22.03 Minimum Limits of Insurance. CONTRACTOR shall maintain insurance limits no less than:

22.03.1 Commercial General Liability: **Five Million Dollars ($5,000,000.00)** combined single limit per occurrence **Ten Million Dollars ($10,000,000.00)** annual aggregate; including products and completed operations coverage.

22.03.2 Automobile Liability: **Three Million Dollars ($3,000,000.00)** combined single limit per accident for bodily injury and property damage.

22.03.3 Workers' Compensation and Employers Liability: Workers' Compensation insurance as required by the State of California, with statutory limits, and Employers Liability insurance with limits of **One Million Dollars ($1,000,000.00)** per accident.

22.03.4 Hazardous Waste and Environmental Impairment Liability: **Three Million Dollars ($3,000,000.00) each occurrence/Ten Million Dollars ($10,000,000.00)** policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available without involvement of CITY, automatically broaden in its form of coverage to include legislated changes in the definition of waste material and/or irritants, contaminants or pollutants.

22.04 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, CITY. CITY shall not withhold approval of any Deductible or Self-Insured Retention amounts where CONTRACTOR can demonstrate a successful history of managing such Deductibles or Self-Insured Retention amounts.

22.05 Endorsements. The liability policies are to contain, or be endorsed to contain, the following provisions:

22.05.1 The CITY, its officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; liability arising out of work or operations performed by or on behalf of the CONTRACTOR, including material parts or equipment furnished in connection with such work or operations; and with respect to Hazardous Waste, Pollution and/or Environmental Impairment Liability.

22.05.2 CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

22.05.3 The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

22.05.4 The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion, or documentation that the CONTRACTOR carries

environmental pollution liability coverage for solid waste transported by the CONTRACTOR. The Automobile Liability policy shall also be endorsed to add the Motor Carrier act endorsement (MCS-90) TL 1005, TL 1007 and /or other endorsements required by federal or state authorities.

22.06 Waiver of Subrogation CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

22.07 Cancellation. Each insurance policy required by this clause shall be occurrence-based or an alternate form as approved by the CITY and endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

Any failure to comply with reporting provisions of the policies shall not affect CONTRACTOR'S obligations to CITY, its officers, officials, employees, agents or volunteers.

22.08 Claims Made Coverage. If General Liability or Hazardous Waste and Environmental Impairment Liability coverage is written on a claims-made from:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the CITY for review.

22.09 Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in California with a current A.M. Best's rating of no less than A:VII. If pollution and/or Environmental Impairment and/or errors and omission coverage are not available from an admitted" insurer, the coverage may be written with the CITY's permission, by a non-admitted insurance company. A Non-admitted company should have an A.M. Best's rating of A:X or higher

22.10 Verification of Coverage. CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

22.11 Subcontractors. CONTRACTOR shall include all subcontractors as insureds under its policies or require and verify that all subcontractors maintain insurance meeting all the requirements of this contract.

22.11.1 Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the CITY.

City Representative or His/Her Designee
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340

22.12 Modification of Insurance Requirements. The insurance requirements provided in this Agreement may be modified or waived by the CITY, in writing, upon the request of CONTRACTOR if the CITY determines such modification or waiver is in the best interest of CITY considering all relevant factors, including exposure to CITY.

ARTICLE 23. Indemnification

23.01 Indemnification of the CITY. CONTRACTOR shall defend, with counsel acceptable to the CITY, indemnify and hold harmless, to the fullest extent allowed by law, CITY, its officers, officials, employees, volunteers agents and assignees (indemnities), from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from or in any way connected with: (i) the operation of the CONTRACTOR, its agents, employees, contractors, and/or subcontractors, in exercising the privileges granted to it by this Agreement; (ii) the failure of the CONTRACTOR, its agents, employees, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses; and (iii) the acts of CONTRACTOR, its agents, employees, contractors, and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, action, suit injury, death or damage is also caused in part by any of the indemnitees' negligence.

23.02 The CONTRACTOR's obligation to defend, hold harmless, and indemnify shall not be excused because of the CONTRACTOR's inability to evaluate liability or because the CONTRACTOR evaluates liability and determines that the CONTRACTOR is not liable to the claimant. The CONTRACTOR must respond within thirty (30) days to the tender of a claim for defense and indemnity by the CITY, unless this time has been extended by the CITY. If the CONTRACTOR fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the CONTRACTOR by virtue of this Agreement as shall reasonably be considered necessary by the CITY, may be retained by the CITY until final disposition has been made or the claim or suit for damages, or until the CONTRACTOR accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights of any type to express or implied indemnity against the Indemnities.

23.03 Hazardous Substances Indemnification. The CONTRACTOR shall indemnify, defend with counsel acceptable to the CITY, protect and hold harmless the CITY, its officers, officials, employees, agents, assigns and any successor or successors to the CITY's interest from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages) injuries, hazardous materials response mediation and

removal costs, losses, demands, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorney's fees for the adverse party and expenses (including but not limited to attorney's and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against CITY or its officers, officials, employees, agents, assigns, or contactors arising from or attributable to acts or omissions of CONTRACTOR, or its agents, including but not limited to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or Hazardous Wastes at any place where CONTRACTOR transports, stores, or disposes of Refuse pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c) and California Health and Safety Code Section 25364, to defend insure, protect, hold harmless and indemnify the CITY from liability.

23.04 CalRecycle Diversion Goals. CONTRACTOR agrees to protect, indemnify, hold harmless, and defend CITY with counsel selected by CONTRACTOR and approved by CITY, to pay all attorneys' fees, and to indemnify and hold CITY harmless from and against all fines or penalties imposed by the California Department of Resources Recycling and Recovery ("CalRecycle") if the diversion goals specified in California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by the CITY with respect to the materials Collected by CONTRACTOR and if the lack in meeting such goals are attributable to the failure of the CONTRACTOR to implement and operate the recycling or diversion programs or undertake the related activities required by this Agreement.

23.05 Maximum Service Rates. CONTRACTOR shall defend, with counsel acceptable to CITY hold harmless, and indemnify CITY, its officers, officials, employees, volunteers, agents and assignees from and against any loss, liability, penalties, forfeiture, claims, damages, demands, actions, proceedings or suits, in law or equity, of every kind and description, arising from the CITY's setting of Maximum Service Rates for Collection Services under this Agreement and/or in connection with the application of Article XIIIC and Article XIIID of the California Constitution to the imposition, payment, or collection of Maximum Service Rates and fees for services provided by CONTRACTOR under and/or in connection with this Agreement, provided, however, that such obligation to defend, hold harmless and indemnify shall not apply to the imposition or payment of Solid Waste Fund Administrative Fees, Franchise Fees, or any other amounts payable to CITY under this Agreement.

23.06 Separate Counsel. CITY may elect to have separate legal counsel from CONTRACTOR at any time at its sole discretion, and in such case CONTRACTOR will pay one-half (1/2) of all fees and costs and charges for such separate legal counsel.

23.07 Consideration. It is specifically understood and agreed that the consideration inuring to the CONTRACTOR for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

23.08 Obligation. The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provisions; however, the collateral obligation of providing insurance must also be fully complied with as set forth in Article 22 above.

23.09 Subcontractors. The CONTRACTOR shall require all subcontractors to enter into an Agreement containing the provisions set forth Articles 23.01, 23.02, 23.03, 23.04, 23.05,

23.06, 23.07, and Article 22 in its entirety and in the preceding subsection in which Agreement the subcontractor fully indemnifies the CITY in accordance with this Agreement.

23.10 Exception. Notwithstanding Articles 23.01, 23.02 and 23.03, CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, its officers and employees shall not extend to any loss, liability, penalty, plain, damage, action or suit arising or resulting solely from acts or omissions constituting willful misconduct or sole negligence on the part of the CITY its officers or employees.

23.11 Damage by CONTRACTOR. If CONTRACTOR'S employees or subcontractors cause any injury, damage or loss to CITY property, including but not limited to CITY streets or curbs, CONTRACTOR shall reimburse CITY for CITY'S cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of CITY to be indemnified by CONTRACTOR for any such injury, damage or loss. With the prior written approval of CITY, CONTRACTOR may repair the damage at CONTRACTOR'S sole cost and expense.

ARTICLE 24. Default of Agreement

24.01 Termination. The CITY may cancel this Agreement, except as otherwise provided below in this Article, by giving the CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Article 41, upon the happening of any one of the following events:

24.01.1 The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the 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 consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

24.01.1.1 By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the 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 be and 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

24.01.2 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 shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) calendar days; or

24.01.3 The CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due the CITY and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

24.01.4 The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

24.01.5 In the event that the monies due the CITY under Article 24.01.3 above or an unsatisfied final judgment under Article 24.01.4 above is the subject of a judicial proceeding, the CITY may, at its option call the Performance Bond, or hold the CONTRACTOR in default of this Agreement. All bonds shall be in the form acceptable to the City Attorney; or

24.01.6 The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement, including satisfactory conformance with the requirements of Article 20, the service levels prescribed herein, or any of the rules and regulations promulgated by the CITY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the City Representative relative thereto; provided that said default is not cured within thirty (30) calendar days of receipt of written notice by the CITY 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 the CONTRACTOR of written demand from the CITY to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof. In any dispute concerning failure to remedy or diligence in pursuing a cure, the 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. However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work Day the CITY may secure the 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 the CONTRACTOR is again able to perform pursuant to this Agreement; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of the CITY under this Agreement to the CONTRACTOR shall cease and this Agreement may be deemed terminated by the CITY, and the CITY shall retain equipment, records and other property used in providing Collection Services on an interim basis until the CITY has made other suitable arrangements for the provision of Collection Services, which may include award of the Agreement to another contractor. Notwithstanding any other provision in this Agreement to the contrary, CITY's right to take interim possession of, or make use of, any of CONTRACTOR's equipment, including, without limitation, vehicles, Carts, Bins and containers, shall not allow the CITY to assign ownership of such vehicles, Carts, Bins and containers to another contractor and CITY acknowledges that the CONTRACTOR'S lender has a security interest in such equipment.

24.01.7 The CONTRACTOR has defaulted, by failing or refusing to deliver Refuse to the CITY's contracted Disposal Facility or the CITY'S contracted Organic Waste Processing Facility without prior written approval by the CITY to use an alternative disposal facility.

24.01.8 In the event that the Agreement is terminated, CONTRACTOR shall furnish the CITY with immediate access to all of its business records related to its Customer and billing accounts for Collection Services.

24.02 Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR regardless of whether the CONTRACTOR has corrected each individual condition of default, the CITY in its sole discretion

determines that the CONTRACTOR shall be deemed a "habitual violator", in which case the CONTRACTOR shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The CITY shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Agreement. A history of liquidated damages imposed pursuant to Article 19 may be used as a basis for deeming the CONTRACTOR to be a habitual violator; however, any failure to have imposed liquidated damages where applicable shall not prevent use of the CONTRACTOR'S underlying failures from consideration for determining a habitual violator. In the event of any such subsequent default, the CITY may terminate this Agreement upon giving of final written notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the CITY'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall proceed to cease any further performance under this Agreement.

24.03 Effective Date. In the event of the aforesaid events specified above, and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the CITY'S written notice to the CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The CONTRACTOR for failure to perform shall reimburse the CITY all direct and indirect costs of providing interim Collection Services.

24.04 Immediate Termination. CITY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond as required by this Agreement, or if CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by this Agreement, or if CONTRACTOR fails to provide the proof of insurance as required by this Agreement, or if CONTRACTOR offers or gives any gift prohibited by CITY administrative policy.

24.05 Termination Cumulative. CITY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

24.06 Force Majeure. The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of 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 CITY 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 not include power outages, fuel shortages, strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR'S employees or directed at CONTRACTOR or any of its subcontractors. 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 Force Majeure.

ARTICLE 25. Modifications to the Agreement

25.01 Agreement Modifications and Changes in Law. The CITY and the CONTRACTOR understand and agree that the California Legislature has the authority to make comprehensive changes in Refuse, Recyclables, or Organic Waste Management legislation and that these and other changes in 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. The CONTRACTOR agrees that the terms and provisions of the Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Service Recipients of the CONTRACTOR located within the Service Area; provided, however that the CITY will not amend the Municipal Code in a way that is inconsistent with the Agreement unless compelled to do so by federal or state law. In the event any future change in law, modifications to the CITY Municipal Code, or directed changes by the CITY materially alters the obligations of the 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. The CITY 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, the CITY and the 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 the CONTRACTOR due to any modification in the Agreement under this Article. The CITY and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

25.01.1 Compensation Adjustments. In the event of a change in laws or regulations of any governmental agency that will require additional or different services to be provided by CONTRACTOR which are not otherwise covered by this Agreement, CONTRACTOR shall provide CITY with a written rate increase request for additional compensation to CONTRACTOR based on such additional or different services. If the proposed rate increase exceeds five percent (5%) and CITY does not agree with such rate increase, CITY, in addition to negotiating with CONTRACTOR may submit the matter to non-binding mediation upon the following terms and conditions in Article 25.06.1.

25.02 City-Directed Changes. CITY may direct 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 4 of this Agreement, direction of Refuse to a Disposal Facility other than that originally selected by the CITY, direction of Recyclable Materials or Organic Waste to a processing facility other than that selected by the CONTRACTOR, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of collection vehicles, and/or new requirements for Service Recipients are included among the kinds of changes which CITY may direct. 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.

25.03 Service Proposal. Within thirty (30) calendar days of receipt of a request for a service change from the CITY, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

25.03.1 Collection methodology to be employed (equipment, manpower, etc.).

25.03.2 Equipment to be utilized (vehicle number, types, capacity, age, etc.).

25.03.3 Labor requirements (number of employees by classification).

25.03.4 Type of Carts or Bins to be utilized.

25.03.5 Provision for program publicity, education, and marketing.

25.03.6 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.

25.04 CONTRACTOR acknowledges and agrees that CITY may permit other contractors or companies besides CONTRACTOR to provide additional Collection Services and such other services not otherwise contemplated if CONTRACTOR and CITY cannot agree on terms and conditions, including compensation adjustments, of such services in one hundred twenty (120) calendar days from the date when CITY first requests a proposal from CONTRACTOR to perform such services.

25.05 Monitoring and Evaluation. If the CITY requests, the CONTRACTOR shall meet with the CITY to describe the progress of each new program and other service issues. If applicable, 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 the CONTRACTOR and/or CITY necessary to evaluate the performance of each program.

25.05.1 At each meeting, the CITY and CONTRACTOR shall have the opportunity to discuss revisions to the program. The CITY shall have the right to terminate a program if, in its sole discretion, the CONTRACTOR is not cost effectively achieving the program's goals and objectives. Prior to such termination, the CITY shall meet and confer with the CONTRACTOR for a period of up to ninety (90) calendar days to resolve the CITY'S concerns. Thereafter, the CITY may utilize a third party to perform these services if the CITY reasonably believes the third party can improve on CONTRACTOR'S performance and/or cost. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninety (90) day period and, thereafter, until the third party takes over the program.

25.06 Dispute Resolution. All disputes relating to service or compensation changes as specified in Articles 25.01, 25.02 or 25.03 of this Agreement shall be resolved by the following procedures:

25.06.1 Mediation. The parties shall first participate in non-binding mediation of any dispute arising under this Agreement (whether contract, tort, or otherwise), as provided hereafter:

25.06.1.1 The party desiring mediation shall first give written notice thereof to the other party to this Agreement, specifying the dispute to be mediated.

25.06.1.2 The mediation shall be held at San Fernando, California, or at such other location as may be mutually agreed among the parties. The mediation shall be conducted according to and a mediator chosen pursuant to the rules of the American Arbitration Association.

25.06.1.3 At least ten (10) business days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each party shall send to the mediation a person who has authority to negotiate on behalf of the party. If a subsequent dispute will involve third parties, such as insurers or subcontractors, they shall also be asked to participate in the mediation.

ARTICLE 26. Legal Representation

26.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract or Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

ARTICLE 27. Financial Interest

27.01 Representation. CONTRACTOR warrants and represents that no elected official, officer, agent or employee of the CITY has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no CITY employee who acts in the CITY as a "purchasing agent" as defined in the appropriate Section of California Statutes, nor any elected or appointed officer of the CITY, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the CONTRACTOR and, further, that no such CITY employee, purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the CONTRACTOR.

ARTICLE 28. Contractor's Personnel

28.01 Personnel Requirements. The CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. The 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.

28.01.1 The CITY may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

28.01.2 CONTRACTOR'S field operations personnel shall be required to wear a clean uniform shirt bearing the CONTRACTOR'S name. CONTRACTOR'S employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card.

28.01.3 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.

28.01.4 Each driver of a collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.

28.01.5 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 the CITY.

28.01.6 The CONTRACTOR'S name and the Customer Service telephone number shall be properly displayed on all collection vehicles.

ARTICLE 29. Exempt Waste

29.01 The CONTRACTOR shall not be required to collect or dispose of Exempt Waste, but may offer such services. All such collection and disposal of Exempt Waste is not regulated under this Agreement, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state and local laws and regulations.

ARTICLE 30. Independent Contractor

30.01 In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of CITY. 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 compensation or benefits, which accrue, to CITY employees and CONTRACTOR expressly waives any claim it may have or acquire to such compensation or benefits.

ARTICLE 31. Laws to Govern

31.01 The law of the State of California shall govern the rights, obligations, duties and liabilities of CITY and CONTRACTOR under this Agreement and shall govern the interpretation of this Agreement.

ARTICLE 32. Consent to Jurisdiction

32.01 The parties agree that any litigation between CITY and CONTRACTOR concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of Los Angeles County, State of California, or in the United States District Court for the Southern District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

ARTICLE 33. Assignment

33.01 No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the CONTRACTOR without the express written consent of the CITY. The CITY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Agreement made by the CONTRACTOR without the express written consent of the CITY shall be null and void and shall be grounds for the CITY to declare a default of this Agreement and immediately

terminate this Agreement by giving written notice to the CONTRACTOR, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors, the CONTRACTOR, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

33.02 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 City Representative to subcontract such services and the City Representative 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 City Representative shall have the right to require the removal of any approved subcontractor for reasonable cause. The subcontractors listed in **Exhibit 4** to this Agreement are hereby approved by the CITY.

33.03 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.

33.04 CONTRACTOR acknowledges that this Agreement involves rendering a vital service to CITY'S residents and businesses, and that CITY has selected CONTRACTOR to perform the services specified herein based on (i) Contractor's experience, skill and reputation for conducting its Refuse, Recyclable Materials and Organic Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Refuse, recycling and Organic Waste management practices, and (ii) CONTRACTOR'S financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this Agreement. CITY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.

ARTICLE 34. Compliance with Laws

34.01 In the performance of this Agreement, CONTRACTOR shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation the Municipal Code of the City of San Fernando.

34.02 CITY shall provide written notice to CONTRACTOR of any planned amendment of the CITY Municipal Code that would substantially affect the performance of CONTRACTOR'S services pursuant to this Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

ARTICLE 35. Permits and Licenses

35.01 CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. CONTRACTOR shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the City Representative.

ARTICLE 36. Ownership of Written Materials

36.01 All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by CITY or CONTRACTOR in connection with the services to be performed under this Agreement, whether developed directly or indirectly by CITY or CONTRACTOR shall be and shall remain the property of CITY without limitation or restrictions on the use of such materials by CITY. CONTRACTOR shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the City Representative. This Article does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

ARTICLE 37. Waiver

37.01 Waiver by CITY or CONTRACTOR of any breach for violation of any term covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by CITY of any fee, tax, or any other monies, which may become due from CONTRACTOR to CITY shall not be deemed to be a waiver by CITY of any breach for violation of any term, covenant or condition of this Agreement.

ARTICLE 38. Prohibition Against Gifts

38.01 CONTRACTOR represents that CONTRACTOR is familiar with CITY'S prohibition against the acceptance of any gift by a CITY officer or designated employee. CONTRACTOR shall not offer any CITY officer or designated employee any gifts prohibited by the CITY.

ARTICLE 39. Point of Contact

39.01 The day-to-day dealings between the CONTRACTOR and the CITY shall be between the CONTRACTOR and the City Representative.

ARTICLE 40. Conflict of Interest

40.01 CONTRACTOR shall comply with CITY requirements for conflict of interest and will file all required disclosure statements.

ARTICLE 41. Notices

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

As to the CITY:

City Representative or his/her designee
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340
Telephone: (818) 898-1201
Fax: (818) 361-7631
E-mail:

As to the CONTRACTOR:

James Pledger, General Manager
Republic Services, Sun Valley Division
9200 Glenoaks Blvd, Sun Valley, CA 91352
Telephone: (818) 683-1616
Fax: (310) 323-6063
E-Mail: jpledgerIII@republicservices.com

41.02 Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. Receipt is deemed to have taken place within three (3) working days of notice mailed by U.S. Postal Service return receipt requested. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.

41.03 Notice by CITY to CONTRACTOR of a Collection or other Service Recipient problem or complaint may be given to CONTRACTOR orally by telephone at CONTRACTOR'S local office with confirmation sent as required above by the end of the Work Day.

ARTICLE 42. Transition to Next Contractor

42.01 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 CITY and any subsequent contractors to assure a smooth transition of 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 Service Recipients; providing a complete inventory of all Carts and Bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to transfer ownership of Carts and Bins, as appropriate, to CITY; including transporting such containers to a location designated by the City Representative; 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.

ARTICLE 43. Contractor's Records

43.01 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 Service Recipients 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.

43.02 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.

43.03 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 City Representative, the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at the CITY 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.

43.04 Where CITY 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, CITY may, by written request or demand of any of the above named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

ARTICLE 44. Entire Agreement

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

ARTICLE 45. Severability

45.01 If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

ARTICLE 46. Right to Require Performance

46.01 The failure of the CITY at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the CITY thereafter to enforce same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE 47. All Prior Agreements Superseded

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

ARTICLE 48. Headings

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

ARTICLE 49. Exhibits

49.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

ARTICLE 50. Representations and Warranties

The CONTRACTOR, by acceptance of this Agreement, represents and warrants the conditions presented in the Article.

50.01 Corporate Status. The CONTRACTOR is a corporation duly organized, validly existing and in good standing under the laws of the State of California ("State"). It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

50.02 Corporate Authorization. CONTRACTOR has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of CONTRACTOR (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of CONTRACTOR represents and warrants that they have the authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the CONTRACTOR.

50.03 Agreement Will Not Cause Breach. To the best of CONTRACTOR'S knowledge after responsible investigation, the execution or delivery of this Agreement or the performance by CONTRACTOR of its obligations hereunder does not conflict with, violate, or result in a breach: (i) of any law or governmental regulation applicable to CONTRACTOR; or (ii) any term or condition of any judgment, order, decree, of any court, administrative agency or other governmental authority, or any Agreement or instrument to which CONTRACTOR is a party or by which CONTRACTOR or any of its properties or assets are bound, or constitutes a default hereunder.

50.04 No Litigation. To the best of CONTRACTOR'S knowledge after responsible investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided,

pending or threatened against CONTRACTOR wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate would:

50.04.1 Materially adversely affect the performance by CONTRACTOR of its obligations hereunder;

50.04.2 Adversely affect the validity or enforceability of this Agreement; or

50.04.3 Have a material adverse effect on the financial conditions of CONTRACTOR, or any surety or entity guaranteeing CONTRACTOR'S performance under this Agreement.

50.05 No Adverse Judicial Decisions. To the best of CONTRACTOR'S knowledge after responsible investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

50.06 No Legal Prohibition. To the best of CONTRACTOR'S knowledge after reasonable investigation, there is no Applicable Law in effect on the date CONTRACTOR signed this Agreement that would prohibit the CONTRACTOR'S performance of its obligations under this Agreement and the transactions contemplated hereby.

50.07 CONTRACTORS Statements. The CONTRACTOR'S proposal and other supplemental information submitted to the CITY, which the CITY has relied on in awarding and entering this Agreement, do not: (i) contain any untrue statement of a material fact, or (ii) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

50.08 CONTRACTOR'S Investigation. CONTRACTOR has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. CONTRACTOR has taken such matters into consideration in entering this Agreement to provide services in exchange for the compensation provided for under the terms of this Agreement.

50.09 Ability to Perform. CONTRACTOR possesses the business, professional, and technical expertise to collect, Transport, and Process the Refuse, Recyclable Materials, Organic Waste, and Bulky Waste generated in the CITY. CONTRACTOR possesses the ability to secure equipment, facility(ies), and employee resources required to perform its obligations under this Agreement.

50.10 Voluntary Use of Approved Disposal Location and Approved Composting Site. The CONTRACTOR, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facility for the purposes of Disposing of all Refuse collected in the CITY and Approved Composting Site for Composting all Organic Waste collected in the CITY. Such decision by CONTRACTOR in no way constitutes a restraint of trade notwithstanding any Change in law regarding flow control limitations or any definition thereof.

50.11 Recognizing Labor Rights. CONTRACTOR recognizes, and agrees to continue to recognize, the right of its employees to peacefully organize and to file a valid petition seeking a lawful election conducted by the National Labor Relations Board. Such secret ballot election would determine if a majority of the subject employees want a labor organization to be their

exclusive representative in collective bargaining with the CONTRACTOR. CONTRACTOR agrees to engage in good faith negotiations with any current and duly elected labor organization of the subject employees, and to meet at reasonable times to discuss wages, hours and other terms and conditions of employment. CONTRACTOR also represents that during negotiations with such duly elected labor organization, if necessary, it would support the use of a federal mediator and a reasonable cooling off period, if requested in writing by either party.

ARTICLE 51. Effective Date

This Agreement shall become effective at such time as it is properly executed by the CITY and the CONTRACTOR and the CONTRACTOR shall begin Collection Services, as covered herein, as of February 15, 2014.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF SAN FERNANDO

Donald E. Penman 12/6/13

Donald E. Penman
Interim City Manager

Date

CONSOLIDATED DISPOSAL SERVICE , LLC

12/5/13

Ronald Krall, Date
Vice President

#00064067

City of San Fernando Business License Number

The foregoing Agreement has been reviewed and approval is recommended:

Resolution No.
Approved by City Council

Approved as to Form:

12-16-13

Rick Olivarez Date
City Attorney

Attest:

Elena G Chavez 12/6/13

Elena G. Chavez Date
City Clerk

Exhibit 1a
MAXIMUM SERVICE RATES – SFD SERVICES

Processing / Disposal Cost Per Ton	Facility Name
$30.00/Ton Refuse Disposal	Sunshine Canyon Landfill
$0.00/Ton Processed Recyclable Material	Sun Valley Paper Stock
$44.00/Ton Processed Organic Waste	Conservation Station

A. BASE SERVICE – SFD CART COLLECTION SERVICE (WEEKLY REFUSE, RECYCLING AND ORGANIC WASTE COLLECTION IN 64 GALLON CARTS)		
A1	STANDARD MONTHLY SOLID WASTE COLLECTION RATE – **CURBSIDE**	**$14.99**
B. ADDITIONAL SERVICES – AT CUSTOMER REQUEST		
B1	MONTHLY SOLID WASTE COLLECTION RATE – **BACKYARD**	**$19.99**
	Additional **Curbside** Refuse Cart (added to Line A1)	**$5.00**
	Additional **Backyard** Refuse Cart (added to Line B1)	**$5.00**
	Additional **Curbside** Recycling Cart (added to Line A1)	**$0.00**
	Additional **Backyard** Recycling Cart (added to Line B1)	**$0.00**
	Additional **Curbside** Organic Waste Cart (added to Line A1)	**$0.00**
	Additional **Backyard** Organic Waste Cart (added to Line B1)	**$0.00**

Additional Cart Exchange	**$5.00**	each additional cart/occurrence
Additional Cart Replacement	**$5.00**	each additional cart/occurrence
Additional Bags/Lifts Collection in excess of 1 per quarter	**$3.75**	each cubic yard/bag
Additional Large Item Collection	**$5.00**	each cubic yard/occurrence (Note SFD Service Units have six (6) free collections per Agreement year)
C. OPTIONAL SERVICE		
Option 1: Food Waste included in Organic Waste Collection	**13.4%**	Adjustment to line A1 and B1

Exhibit 1b
MAXIMUM SERVICE RATES –MFD AND COMMERCIAL SERVICES

Processing / Disposal Cost Per Ton	Facility Name
$30.00/Ton Refuse Disposal	Sunshine Canyon Landfill
$0.00/Ton Processed Recyclable Material	Sun Valley Paper Stock
$0.00/Ton Processed Mixed Waste	N/A
$44.00/Ton Processed Green Waste	Conservation Station
$65.00/Ton Processed Food Waste	Community Recycling

Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
REFUSE COLLECTION						
65 Gallon	$28.27	$56.55	$84.82	$113.09	$141.37	$169.65
96 Gallon	$42.21	$84.82	$127.23	$169.64	$212.05	$254.46
1 CY	$84.82	$169.64	$254.46	$339.28	$424.10	$508.92
1.5 CY	$87.32	$174.65	$261.97	$349.30	$436.62	$523.94
2 CY	$89.83	$179.66	$269.48	$359.31	$449.14	$538.97
3 CY	$94.84	$189.67	$284.51	$379.34	$474.18	$569.01
4 CY	$99.84	$199.68	$299.53	$399.37	$499.21	$599.05
5 CY	$104.85	$209.70	$314.55	$419.40	$524.25	$629.10
6 CY	$109.86	$219.71	$329.57	$439.43	$549.29	$659.14
8 CY	$115.35	$230.70	$346.05	$461.40	$576.75	$692.10
RECYCLING COLLECTION (60% of Refuse)						
65 Gallon (each additional cart over 2)	$16.80	$33.59	$50.39	$67.18	$83.94	$100.78
96 Gallon (each additional cart over 2	$25.19	$50.39	$75.58	$100.78	$125.97	$151.16
1 CY	$50.89	$101.78	$152.68	$203.57	$254.46	$305.35
1.5 CY	$52.39	$104.79	$157.18	$209.58	$261.97	$314.37
2 CY	$53.90	$107.79	$161.69	$215.59	$269.48	$323.38
3 CY	$56.90	$113.80	$170.70	$227.60	$284.51	$341.41

Exhibit 1b
MAXIMUM SERVICE RATES –MFD AND COMMERCIAL SERVICES

4 CY	$59.91	$119.81	$179.72	$239.62	$299.53	$359.43
5 CY	$62.91	$125.82	$188.73	$251.64	$314.55	$377.46
6 CY	$65.91	$131.83	$197.74	$263.66	$329.57	$395.49
8 CY	$69.21	$138.42	$207.63	$276.84	$346.05	$415.26
GREEN WASTE/FOOD WASTE COLLECTION (75% of Refuse)						
65 Gallon	$21.20	$42.41	$63.61	$84.82	$106.03	$127.24
96 Gallon	$31.81	$95.42	$95.42	$127.23	$159.04	$190.84
1 CY	$63.62	$127.23	$190.85	$254.46	$318.08	$381.69
1.5 CY	$65.49	$130.99	$196.48	$261.98	$327.47	$392.96
2 CY	$67.37	$134.75	$202.11	$269.48	$336.86	$404.23
3 CY	$71.13	$142.25	$213.38	$284.51	$355.64	$426.76
4 CY	$74.88	$149.76	$224.65	$299.53	$374.41	$449.29
5 CY	$78.64	$157.28	$235.91	$314.55	$393.19	$471.83
6 CY	$82.40	$164.78	$247.18	$329.57	$411.97	$494.36
8 CY	$86.51	$173.02	$259.54	$346.05	$432.57	$519.07

Push Rates	**0-25 feet**	**26-49 feet**	**50-75 feet**	**76-100 feet**	**101+ feet**
	N/C	$5.00	$5.00	$10.00	$10.00

Cart or Bin Cleaning Each Occurrence	**Cart**	**1 – 4 CY Bin**	**5+ CY Bin**
	$20.00	$40.00	$80.00

Additional Bin Exchange (each additional bin/occurrence)	$10.00	Additional Cart Exchange (each additional cart/occurrence)	$5.00
Additional Bin Replacement (each additional bin/occurrence)	$10.00	Additional Cart Replacement (each additional cart/occurrence)	$5.00

MFD and Commercial Bulky Waste Collection	$25.00 Each cubic yard/occurrence (Note MFD Service Units have two (2) free collections per Agreement year)
MFD and Commercial Overage Waste Collection	$21.00 Each cubic yard/occurrence
Additional Universal Waste Pick-up	$25.00 Each additional item/occurrence

Exhibit 1c Maximum Service Rates – SFD, MFD and Commercial Debris Box Services						
Container Size	**Collection Frequency**					
	1X Week	**2X Week**	**3X Week**	**4X Week**	**5X Week**	**6X Week**
10 CY Box[1]	$125.00	$250.00	$375.00	$500.00	$675.00	$850.00
20 CY Box[1]	$125.00	$250.00	$375.00	$500.00	$675.00	$850.00
30 CY Box[1]	$165.00	$330.00	$495.00	$660.00	$825.00	$990.00
40 CY Box[1]	$165.00	$330.00	$495.00	$660.00	$825.00	$990.00
10 CY Lowboy[1]	$125.00	$250.00	$375.00	$500.00	$675.00	$850.00
Compactor[1]	$165.00	$330.00	$495.00	$660.00	$825.00	$990.00
[1] All 10, 20, 30, 40 CY boxes and compactors are pull rates only; disposal will be based on actual disposal costs. The total customer rate will be the total cost for the collection and disposal.						

Exhibit 1d MAXIMUM SERVICE RATES – EMERGENCY SERVICE RATES - EMPLOYEES	
Labor Position	**Hourly Rate**
DRIVER	**$46.60**

Exhibit 1e MAXIMUM SERVICE RATES -- EMERGENCY SERVICE RATES - EQUIPMENT		
Labor Position or Equipment Type	**Make & Model**	**Hourly Rate**
Vehicle - Front Load - COM/MFD	**McNeilus Pacific Series**	**$60.00**
Vehicle - Automated Side Loader - SFD	**McNeilus Auto Reach**	**$60.00**
Vehicle - Roll Off	**AutoCar AMRO-H22**	**$60.00**

Exhibit 2a

CITY FACILITIES

This Exhibit describes the services that CONTRACTOR shall provide to CITY facilities. For each of the debris box services described below, the Collection schedule will be determined by the operational needs of CITY, and CITY personnel will periodically call CONTRACTOR with requests for service. Refuse and Recyclable Materials from San Fernando Recreation Park, Las Palmas Park, Pioneer Park, and Layne Park will be collected and transported by CITY personnel to the Public Works Yard for Collection by CONTRACTOR.

- CITY Hall (117 Macneil Street) – CONTRACTOR shall Collect from 120 Macneil Street (across the street from CITY Hall, in the parking lot behind the building):
  - Refuse from one (1) locked 3CY Bin at least three (3) times per week on Monday, Wednesday and Friday.
  - Recyclables from one (1) locked 3CY Bin at least once (1) per week on Tuesday.
- Police Department (910 First Street) – CONTRACTOR shall Collect:
  - Refuse from one (1) locked 3CY Bin at least three (3) times per week on Monday, Wednesday and Friday.
  - Recyclables from one (1) locked 3CY Bin at least once (1) per week on Tuesday.
- Public Works Yard (601 First Street) – CONTRACOR shall Collect:
  - The following number of maximum Debris Box loads per month. For loads that exceed the number of maximum loads the CONTRACTOR may charge the CITY for the maximum rates shown in Exhibit 1:
    - 40-yard Refuse - 16 loads per month.
    - 30-yard for sweeper spoils – 4 loads per month.
    - 50-yard for Bulky Waste collected by CITY – as needed, unlimited basis.
    - 10-yard low boy for C&D materials – 9 loads per month.
    - 40-yard Green Waste – 4 loads per month.
    - 15-yard Green Waste (used by CITY's landscape contractor) – 4 loads per month.
  - Recyclables from one (1) locked 3CY Bin at least once (1) per week on Tuesday.
- San Fernando Recreation Park (208 Park Avenue) Refuse two (2) 3CY Bins, three (3) days per week.

Exhibit 2b CITY STREET RECEPTACLES							
1	N/W	corner	Seventh	&	Maclay		1
2	S/W	corner	Seventh	&	975 Maclay		1
3	N/W	corner	Maclay	&	Glenoaks	(on Maclay)	1
4	N/E	corner	Glenoaks	&	Maclay	(on Glenoaks)	1
5	S/E	corner	Glenoaks	&	Maclay	(on Glenoaks)	1
6	S/E	corner	Maclay	&	Glenoaks	(on Maclay)	1
7	S/W	corner	704 Glenoaks	&	Griswold		1
8	N/W	corner	Glenoaks	&	Arroyo	(on Glenoaks)	1
9	S/E	corner	456 Glenoaks	&	Arroyo		1
10	S/W	corner	Maclay	&	Fifth	(on Maclay)	1
11	N/E	corner	Maclay	&	Forth	(on Maclay)	1
12	S/W	corner	Maclay	&	Forth	(on Maclay)	1
13	E/B		Truman		(Before Mission)		1
14	W/B		Truman		(After Mission)		1
15	E/B		Truman		(Between Maclay & Brand)		1
16	N/E	corner	Truman	&	Maclay	(on Truman)	1
17	N/W	corner	Truman	&	Brand	(on Truman)	1
18	S/E	corner	Brand	&	Truman Parking Lot N2	2 receptacles each level	4
19	S/W	corner	Truman	&	Wolfskill	(on Truman)	1
20	711		Truman				1
21	1100	Block	Celis		(North side)		1
22	301	S.	Maclay		(on Celis)		1

Exhibit 2b CITY STREET RECEPTACLES							
23	N/W	corner	Mission	&	Truman	(on Mission)	1
24	E	Side	Mission		(between Celis & Pico)		1
25	W	Side	Mission		(between Celis & Pico)		1
26	501		S. Brand				1
27	502		S. Brand				1
28	S/W	corner	S. Brand	&	Celis	(on S. Brand)	1
29	302		S. Brand				1
30	218		S. Brand				1
31	120		S. Brand				1
32	S/E	corner	S. Brand	@	Truman		1
33	N/E	corner	Truman	&	Hubbard	(on Truman)	1
34	N/E	corner	Hubbard	&	San Fernando	(on San Fernando)	1
35	806		San Fernando				1
36	803		San Fernando				1
37	N/E	corner	San Fernando	&	S. Brand	(on San Fernando)	1
38	820		San Fernando				1
39	901		San Fernando				1
40	900		San Fernando				1
41	912		San Fernando				1
42	913		San Fernando				1
43	1012		San Fernando				1
44	1015		San Fernando				1

Exhibit 2b CITY STREET RECEPTACLES							
45	1016		San Fernando				1
46	101		San Fernando				1
47	1033		San Fernando				1
48	1040		San Fernando				1
49	1048		San Fernando				1
50	1049		San Fernando				1
51	1102		San Fernando				1
52	1101		San Fernando				1
53	1123		San Fernando				1
54	1122		San Fernando				1
55	1140		San Fernando				1
56	1135		San Fernando				1
57	1147		San Fernando				1
58	1148		San Fernando				1
59	1203		San Fernando				1
60	N/E	corner	S. Brand	&	O'Melveny	(on Brand)	1
61	S/W	corner	Mission	&	O'Melveny	(on Mission)	1
62	N/E	corner	Mission	&	O'Melveny	(on Mission)	1
63	S/E	corner	Mission	&	Mott	(on Mission)	1
64	N/E	corner	Mission	&	Griffith	(on Mission)	1
65	N/W	corner	Mission	&	Griffith	(on Mission)	1
66	N/E	corner	Mission	&	Hewitt	(on Mission)	1
67	N/W	corner	Mission	&	Hollister	(on Mission)	1

Exhibit 2b CITY STREET RECEPTACLES							
68	S/E	corner	Glenoaks	&	Harding	(on Glenoaks)	1
69	N/W	corner	Workman	&	Truman	(on Truman)	1
70	S/E	corner	Kalisher	&	Pico	(on Kalisher)	1
71	N/E	corner	Kalisher	&	Kewen	(on Kalisher)	1
72	N/E	corner	Hubbard	&	Alley of Second St.	(on Hubbard)	1
73			Hubbard	&	Between 2nd and 1st		1
74	S/E	corner	Seventh	&	Orange Grove		1

Exhibit 3a APPROVED FACILITIES – DISPOSAL	
1. Name of Disposal Facility.....	Sunshine Canyon Landfill
2. Location of Disposal Facility.....	14747 San Fernando Rd., Sylmar, CA 91342
3. Proposer's role in the Disposal Facility	Owned and Operated by CONTRACTOR Services
4. Other contracting parties.....	N/A
5. Name, telephone number and address of Disposal Facility owner	CONTRACTOR Services, Inc. 18500 N. Allied Way, Phoenix, AZ 85054 480-627-2700
6. Types of materials accepted	Municipal Solid Waste
7. Quantity of materials permitted by material type (tpd and tpy)	Permitted CapaCITY: 12,000 tpd Current Throughput: 8,500 - 9,100 tpd Estimated Life: 2037
8. CalRecycle Permit Type and Number.....	SWIS No. 19-AA-2000
9. Local Land-use Permit Number	00-194-(5)
10. Per ton disposal fee (by material type).....	$59.88

Exhibit 3a APPROVED FACILITIES – DISPOSAL	
10. Name of Disposal Facility.....	Chiquita Canyon Landfill
11. Location of Disposal Facility.....	29201 Henry Mayo Drive Castaic, CA 91384
12. Proposer's role in the Disposal Facility	N/A
13. Other contracting parties.....	N/A
14. Name, telephone number and address of Disposal Facility owner	Chiquita Canyon Inc. 29201 Henry Mayo Drive Castaic, CA 91384
15. Types of materials accepted	Municipal Solid Waste
16. Quantity of materials permitted by material type (tpd and tpy)	MSW 6,000 TPD
17. CalRecycle Permit Type and Number.....	SWIS No. 10-AA-0052
18. Local Land-use Permit Number	____
11. Per ton disposal fee (by material type).....	$59.88

Exhibit 3b APPROVED FACILITIES – RECYCLABLES PROCESSING	
1. Name of Processing Facility	Sun Valley Paper Stock
2. Location of Processing Facility	11166 Pendleton Street, Sun Valley, CA 91352
3. Proposer's role in the Processing Facility ..	n/a
4. Other contracting parties.....	n/a
5. Name, telephone number and address of Processing Facility owner	Sun Valley Paper Stock TS & MRF
.....	8701 San Fernando Rd., Sun Valley, CA 91352
.....	818-767-8984
6. Types of materials accepted	Recycables
.....	
.....	
7. Quantity of materials permitted by material type (tpd and tpy)	Max. permitted throughput 750 tpd
.....	Permitted CapaCITY 1,250 tpd
.....	
8. CalRecycle Permit Type and Number.....	PR#0271
9. Local Land-use Permit Number	SWIS No. 19-AR-1227
10. Per ton processing fee (by material type) ..	$46.00

Exhibit 3b APPROVED FACILITIES – RECYCLABLES PROCESSING	
1. Name of Processing Facility	Conservation Station
2. Location of Processing Facility	20833 Santa Clara St. , Santa Clarita CA 91351
3. Proposer's role in the Processing Facility ..	n/a
4. Other contracting parties.....	n/a
5. Name, telephone number and address of Processing Facility owner	Randfam, Inc. PO Box 4463, Chatsworth, CA 91311 818-709-5296
6. Types of materials accepted	Construction and Demolition
7. Quantity of materials permitted by material type (tpd and tpy)	Max. permitted throughput 199 tpd Permitted CapaCITY 72,635 tons/year
8. CalRecycle Permit Type and Number.....	SWIS No. 19-AA-1096
9. Local Land-use Permit Number	SWIS No. 19-AR-1227
10. Per ton processing fee (by material type) ..	$50.00

Exhibit 3b APPROVED FACILITIES – RECYCLABLES PROCESSING	
1. Name of Processing Facility	Commerce Refuse-to-Energy Facility
2. Location of Processing Facility	5926 Sheila St., Commerce, CA 90040
3. Proposer's role in the Processing Facility ..	n/a
4. Other contracting parties.....	n/a
5. Name, telephone number and address of Processing Facility owner	County of LA Sanitation Dist. PO Box 4998 whittier, CA 90607 562-908-4288
6. Types of materials accepted	Mixed Municipal and Industrial
7. Quantity of materials permitted by material type (tpd and tpy)	Max. permitted throughput 1000 tpd Permitted CapaCITY 1000tpd
8. CalRecycle Permit Type and Number.....	SWIS No. 19-AA-0506
9. Local Land-use Permit Number	____
10. Per ton processing fee (by material type) ..	$49.00

Exhibit 3c APPROVED FACILITIES – ORGANIC WASTE	
1. Name of Processing Facility	Conservation Station
2. Location of Processing Facility	29833 Santa Clara St., Santa Clarita, CA 91351
3. Proposer's role in the Processing Facility...	n/a
4. Other contracting parties	n/a
5. Name, telephone number and address of Processing Facility owner.....	Randfam, Inc
.....	PO Box 4463, Chatsworth, CA 91311
.....	818-709-5296
6. Types of materials accepted.....	Green Waste
.....	
.....	
7. Quantity of materials permitted by material type (tpd and tpy)	Max permitted throughput 199 tpd
.....	Permitted CpaCITY 72,635 tons/year
.....	
8. CalRecycle Permit Type and Number	SWIS No. 19-AA-1096
9. Local Land-use Permit Number.....	
10. Per ton processing fee (by material type)...	$35.00

Exhibit 3c APPROVED FACILITIES – ORGANIC WASTE		
1.	Name of Processing Facility	Community Recycling
2.	Location of Processing Facility	9147 De Garmo Ave. Sun Valley, CA 91352
3.	Proposer's role in the Processing Facility...	n/a
4.	Other contracting parties	n/a
5.	Name, telephone number and address of Processing Facility owner.....	Community Recycling and Resource Center
	.....	9147 De Garmo Ave. Sun Valley, CA 91352
	.....	818-767-6000
6.	Types of materials accepted.....	Organic Waste
	.....	
	.....	
7.	Quantity of materials permitted by material type (tpd and tpy)	Max permitted throughput 1700 tpd
	.....	Permitted CapaCITY 1700 tons/year
	.....	
8.	CalRecycle Permit Type and Number	SWIS No. 19-AR-0303
9.	Local Land-use Permit Number.....	____
10.	Per ton processing fee (by material type)...	$60.00

Exhibit 3d APPROVED FACILITIES – TRANSFER STATION	
1. Name of Transfer Station Facility.....	N/A
2. Location of Transfer Station Facility.....	
3. Proposer's role in the Transfer Station Facility.....	
4. Other contracting parties.....	
5. Name, telephone number and address of Transfer Station Facility owner	
6. Types of materials accepted	
7. Quantity of materials permitted by material type (tpd and tpy).....	
8. CalRecycle Permit Type and Number.....	
9. Local Land-use Permit Number	
10. Per ton transfer fee (by material type)	$0.00

Exhibit 4
CITY-SPONSORED EVENTS

The following is a schedule of the services that are to be provided by CONTRACTOR at CITY sponsored Special Events. At each event, according to the schedule below, CONTRACTOR shall provide an adequate number of Carts or Bins for recyclables and garbage, distributed and retrieved by CONTRACTOR, and serviced by CONTRACTOR OR CITY's crews. CONTRACTOR shall furnish the Carts or Bins, and service them at least once each day of the respective events.

Cesar Chavez (March)	Relay of Life
Heritage Days (June)	Little League (by request)
Fourth of July	Composting Workshops
Summer Concerts (August)	School Fundraising Activities (by request)
El Grilo (Sept)	E-Waste Recycling Collection Event
Menudo-Cook Off (Oct)	Paper Shred Day
Christmas Tree Lighting	Earth Day Celebration

Exhibit 5
TRANSITION PLAN

General Approach to Services

CONTRACTOR will provide all labor, supervision, materials, and equipment necessary to provide for the automated collection and disposal of refuse, and the automated collection and processing of recyclable materials and green waste or organic waste from single- (SFD), multi-family (MFD) and commercial cart customers. A residential sideloader, will be utilized for the collection of materials contained in wheeled carts of every specified size. These CNG vehicles have been specifically selected to reduce emissions, traffic, and wear and tear on streets.

Automated collection of all materials (refuse, recyclable materials, and green waste or organic waste) will occur per the service frequencies and per the minimum standards described in the Agreement. As is the current case, each resident will be supplied with a set of three containers—wheeled carts—for refuse, recyclable materials, and green waste. The default cart size for all customers, all waste streams, is 65 gallons, and CONTRACTOR notes that most SFD customers currently subscribe to 65-gallon refuse service. Containers will be provided in a consistent color scheme as the current system.

Cart collection services will be conducted in the same manner for MFD and commercial cart customers as for SFD customers. CONTRACTOR will also continually promote recycling participation at every opportunity to all customers through the methods indicated in our Public Education Plan.

CONTRACTOR will operate at all times in compliance with the CITY's desire to implement an environmentally progressive collection, diversion and public education plan that meet AB939 and AB431 requirements.

Commercial and multi-family bin customers will have their materials collected through use of the CNG frontloaders and heavy-gauge metal frontloader bins in contract-specific sizes. Customers that have restricted access or space constraints will be presented with container options tailored to their premises, such as a combination of frontloader and cart service. All commercial and multi-family customers will receive integrated recycling services via the initial site visits/audit that will take place prior to the start of service. Customers will be supplied with recycling services as indicated in our Diversion Plan, and Collection Operations Plan.

Industrial or debris box customers will have their materials collected through the use of the CNG roll-off vehicle and standard rectangular roll-off containers in contract-specific sizes. Similar to commercial customers, industrial customers that have restricted access or space constraints will be presented with container options tailored to their premises, such as a combination of debris box or frontloader service.

All vehicles meet and exceed the highest equipment specifications and safety standards in

Exhibit 5
TRANSITION PLAN

the industry. CONTRACTOR ensures all vehicles are and will continue to be fully compliant with all environmental standards, rules, and regulations including those set forth by the US EPA, CAL/EPA, the California Air Resources Board (CARB), and the South Coast Air Quality Management District (SCAQMD). In addition, any new vehicle purchases will comply with SCAQMD Rule 1193.

Service interruptions due to mechanical breakdowns on route will be further minimized due to use of a standardized frontloaders. The CONTRACTOR's solid waste, recycling, and green waste routes, all generator types, are serviced by the same type of collection vehicle (identical cab, body, engine, etc.), which means that all trucks in the fleet will be available to provide back-up for either type of service to any generator.

Staffing Plan

CONTRACTOR will use only highly qualified personnel to perform all duties associated with this contract. CONTRACTOR will also seek to recruit San Fernando residents for open positions wherever possible and appropriate.

Number of Employees

The following staffing chart identifies the number of drivers and helpers that CONTRACTOR anticipates employing for the CITY contract, as well as the pool of departmental resources that we will draw upon in a number of relevant operational and administrative areas in order to service the CITY contract. As you can see, CONTRACTOR has the existing administrative and general operational infrastructure base already in place to service the CITY contract.

Staffing Chart

Collection Personnel	
Residential Refuse, Recyclables and Green Waste/Organics	3
Commercial Refuse, Recyclables and Green Waste/Organics	3
Bulky Item Collection	1
Industrial/Debris Box	1
Supervisory	.5
Container Delivery	.25
Maintenance	
Mechanics Pool	14
Call Center /Billing Representatives	
Customer Service Representatives *Local call center.*	48
Local Office – Dedicated Staff	
Billing/CSR/Outreach	1

Transition Plan Description

Exhibit 5
TRANSITION PLAN

A smooth transition is a critical element to the success of a new program and in building confidence and rapport with customers. A summary description of CONTRACTOR's past experience with new program and contract start-ups is included in *CONTRACTOR's* proposal.

The key personnel involved in the transition and the specific duties and responsibilities of each team member are delineated below.

To ensure a smooth and orderly transition, our Implementation Plan, particularly for the areas of for customer service and public information and educational outreach, commences upon the execution of our contract and extends well beyond the date of commencement of service. A preliminary Implementation Timeline reflecting the tasks identified below and corresponding target timeframes, is included in this section.

Key Personnel and Transition Team Members

At CONTRACTOR, the transition team leaders include **Ron Krall,** the CONTRACTOR's Area President; **James Pledger**, General Manager; and **Susanne Passantino**, Senior Area Municipal Services Manager, and **Vanessa Mapula**, Municipal Relationship Manager who, together, bring years of transition experience from some of the largest and most challenging municipalities in California.

Mr. Pledger will be responsible for rolling out the new services and working with German Hernandez, Operations Manager; Operations Supervisor; and CONTRACTOR's Field Route Supervisors (see *Staffing Chart*), regarding routing, collection schedule development, and service implementation and coordination, the Maintenance and Safety team, regarding equipment procurement, and Terri Boatman, Area Human Resources Manager, regarding any new employee hires, transfers and related employee training. This team will work with CITY Staff and service recipients to ensure a smooth and orderly transition to the new programs. Vanessa Mapula, Municipal Marketing Liaison, will serve as liaison to the CITY after the initial start-up phase.

Mr. Pledger, Ms. Mapula, and Operations Manager, along with the support of Ms. Passantino will administer the franchise, act as liaisons to the CITY, and work with CITY staff regarding contract administration, compliance and contract negotiations. They will also serve as contract representatives after the initial start-up phase.

La Lena Culberson, Division Controller, and Lisa Frazier, Billing Manager, will be responsible for developing the customer database, billing interface, and work order system and Duc Diep, Customer Service Manager, will implement all customer service procedures and related training programs.

Transition Planning and Organization

Exhibit 5
TRANSITION PLAN

Initial Scoping Session

Immediately upon contract award the key transition team members (referenced above) will meet to review and outline all program requirements and specific requirements of this contract. The team will outline all program objectives, key contractual requirements, timelines, and important milestones, as well as to assign specific responsibilities related thereto. An overall detailed implementation and transition plan, based on the above and the general Implementation Plan included in this section will be developed the week following contract award, as well as a summary outline of all operational and administrative obligations and requirements pursuant to the contract.

Transition Team Responsibilities

This transition team will be responsible for implementing the transition plan and ensuring a smooth service expansion into the service area(s). The plan will include finalizing routes, procuring the quantity and type of vehicles and equipment needed, identifying and training personnel, planning and coordinating the distribution of containers, preparing informational and educational materials for residential and commercial customers, rolling-out a public education and informational program during the start-up period (and thereafter), developing and implementing customer service programs and conducting CSR and employee training, surveying and accurately identifying customers and customer account information including service levels, billing and service address information, contact persons, etc., and setting up accounts for work-order processing, billing purposes and reporting to the CITY.

A key component of the plan will relate to the cooperative coordination with other current haulers in the service area(s) relating to obtaining customer account and route information, written communications with customers, and the actual container delivery and exchange process prior to the start of service. CONTRACTOR wishes to assure the CITY that we are committed to working flexibly with the outgoing service provider to accomplish a smooth transition.

In addition to implementation responsibilities, our key personnel will maintain ongoing involvement with community relations activities, civic organizations, public education, and program promotion in order to further the program objectives and maintain visibility and a good standing as a responsible and involved corporate citizen.

CONTRACTOR's key transition team members will meet once a week (or more frequently, depending upon the circumstances) throughout the start-up phase of the transition to ensure that all goals, objectives, and timelines are met and adhered to. CONTRACTOR's designated contractor representatives will meet and/or communicate with the CITY weekly, with updates regarding the implementation and transition process.

CONTRACTOR will also develop a Continuous Improvement (CI) local team. This team will

Exhibit 5
TRANSITION PLAN

have a representative from each key department (i.e., the team is composed of a customer service representative, a driver, a public education staff person, a maintenance team member, a representative from the landfill and recyclables processor, etc.). The CI team will meet on a regular basis to ensure that all program objectives are met and to ensure that CONTRACTOR QA/QC objectives are met.

Customer Service during the Transition

General

CSRs will handle service and billing-related inquiries and customer concerns and requests with the utmost courtesy, promptness, and efficiency. CONTRACTOR CSR undergo extensive training, upon hire, and on an ongoing basis to ensure the highest quality of service to our customers. CONTRACTOR representatives are trained in customer service techniques, know how to navigate the required phone systems, follow the required protocols for customer call backs, understand CONTRACTOR's protocol and policies for responding to any service and billing-related calls, use the automated customer call log and work order system (InfoPro) to log all calls made and received, as necessary, and process and close all work orders produced through the system. A CSR supervisor is available at all times to handle unusual or difficult situations.

CSR Reference Manual

The members of the transition team will develop a Customer Service Training Manual that incorporates all key program and contract information, issues discussed during transition team meetings, input from the CITY, and public education and outreach materials. These materials will contain everything the CSR needs to know to work with San Fernando customers (i.e. customer courtesy, program details, processing work orders) and will outline how to access and use CONTRACTOR's computerized customer call log and work order system as it relates to any unique requirements of the new program.

CSR Training for New Program Implementation

Prior to program implementation, CONTRACTOR undertakes extensive training and cross training of all CSRs and dispatch personnel. The customer service training also involves drivers, supervisors, billing clerks, additional personnel and general department heads that may have communication with customers or the CITY. CONTRACTOR's implementation plan includes regular staff meeting dates that will be held prior to the start-up of service. However, due to the importance of the customer service function, ongoing meetings, in-between these regular staff meetings, will take place with our Customer Service Department and upper management to ensure that these important team members have a comprehensive understanding of all aspects of the program.

In addition, CONTRACTOR dedicates an additional employee to the customer service effort

Exhibit 5
TRANSITION PLAN

during the transition, to act as expediter for dealing with transitional issues, including making site visits to customers or the CITY to resolve any issues that may arise. The procedures used at the commencement of a new contract are as follows:

1) Every CSR gets a copy of key contract provisions (contract abstract) relevant to their responsibility and, subsequently, receives training by senior managers. This includes, for instance, information regarding rates, service types, billing and payment procedures, pick-up schedules, hours of collection, container set out requirements, procedures regarding additional containers and container replacement, extra pick-ups, special services/bulky item collection procedures, overage allowances, drop-off programs (if applicable), information regarding the proper materials preparation, the list of recyclable material and acceptable green waste, qualifications for fee discounts and the application process (if applicable), holiday schedule, scavenging issues, and the general do's and don'ts of solid waste, recycling, and green waste. CSR's are also educated about waste reduction and diversion promotion, re-use programs (and the non-profit organizations involved), commercial/multi-family recycling programs (as applicable), and other related topics. All of the above items are also included as part of the ongoing training (including the quarterly training sessions) of CSRs.
2) All CSRs are included in the initial review of all program materials_prior to distribution including the preparation of the introductory mailer and instructional brochures (as applicable).
3) All CSRs are supplied with a surplus of mailers and brochures to be distributed to customers upon request.
4) The CSRs are supplied with the phone number and address of previous contractors, if necessary, for referral regarding prior billing issues or old container pickup, for example.
5) CONTRACTOR CSR in-house language capabilities include English, Spanish, and Mandarin.
6) All CSRs have on-line access to the CONTRACTOR customer data base and InfoPro system which includes billing information/aging, owner and service address information, contact person, service levels (i.e. number and size of containers, and frequency/pick-up days of each container, etc.), special service requirements (i.e. special pick-up times, remote controls, scout, push-out, backyard service, etc.), recycling services, dwelling units per service address, and, of course, customer comments that have been inputted into the system for each individual customer as well as the customer's work order history (i.e. dates and types of complaints or inquiries, service requests and the corresponding resolution thereof). As such, there is generally no need for a CSR to transfer a customer from one department to another to get an issue resolved. This helps to ensure a smooth transition and quick resolution of a customer's issue during the critical period at the commencement of new programs and services in the CITY as well as ensuring a quick and complete service response thereafter. **In San Fernando, CONTRACTOR will also**

Exhibit 5
TRANSITION PLAN

have a dedicated Recycling Coordinator/CSR that can accomplish the aforementioned billing and customer service functions.

Equipment Acquisition

Vehicles

CONTRACTOR will have all of the necessary vehicles in place to commence franchise services in the Service Area., in accordance with the *Agreement.*

CONTRACTOR will coordinate with the CITY to ensure the vehicles reflect all signage and painting requirements as specified in the *Agreement*. By starting this process early in the transition phase, the CITY can be assured that the trucks will reflect the proper look and message when collection operations begin, and throughout the life of the contract.

Under a swift timeline, such as indicated in the *Transition Plan*, CONTRACTOR will allocate collection vehicles from its existing fleet, and any new CNG vehicles will be procured as needed.

Carts

CONTRACTOR will be able to have all carts and bins delivered to the customer on time, according to the timeline indicated in *Transition Plan.*

Initial orders will be based upon customer response to CONTRACTOR's Level of Service Confirmation outreach, the current quantities/sizes of containers in place, as well as CONTRACTOR projections of cart size migration based on new rate information and CONTRACTOR experience. CONTRACTOR maintains a surplus inventory of approximately five percent, with quantities of particular sizes and colors scaled to match customer demand.

Cart Delivery

CONTRACTOR will conduct house-to-house cart delivery by teaming with MBE subcontractor, Container Management Group. CONTRACTOR supervisors will accompany the cart delivery personnel in order to perform a quality control check and verification that the correct container size is being delivered to the correct address.

A simple cart delivery approach that is not inconvenient or confusing to residents will be developed with the CITY. Containers will be delivered in geographic/route clusters over a condensed time period. CONTRACTOR estimates carts will be delivered within a period of two to three weeks. Customers will be notified via a postcard of their delivery week informing customers that cart deliveries will take place on their scheduled collection day, to place old carts at the curb for the exchange to take place on that day, and that as soon as they receive their new carts they may begin to use them. CONTRACTOR understands that, under this scenario, the outgoing contractor may then be servicing the new CONTRACTOR-owned carts until the operations start date. The postcard will also inform customers that unless the

Exhibit 5
TRANSITION PLAN

CONTRACTOR hears from them, 65-gallon carts for each waste stream will be delivered on that day. The post-card will also ask customers if they would like to request additional recycling or green waste/organics carts at this time.

CONTRACTOR or its subcontractor, working behind the outgoing contractor's collection crews, will retrieve the old carts and deliver them to a staging area. Residents will also receive an informational flyer on container placement, program dos and don'ts, CONTRACTOR's contract start date, and contact information attached to their cart at the time of delivery. CONTRACTOR will come back through each delivery route at the end of each day to do a final sweep, picking up old stray carts and ensuring that each customer has a full contingent of new carts.

Bins and Bin Delivery

Bin sizes initially ordered will reflect existing service levels with some migration due to any rate changes, initial assessments, and the implementation of SSR recycling collection services. As commercial/MFD initial assessments are conducted, bin or cart sizes and the customer database will be refined. This information will be sent to bin manufacturers as an update. CONTRACTOR will work with the outgoing contractor to develop a schedule to ensure customers are not left without a container. Once new containers arrive, they will be delivered to commercial customers on collection day after containers are serviced. **CONTRACTOR will deliver new trash and recycling containers and pull in old, empty containers removing them to an agreed upon staging area from which the outgoing contractor will remove them. This arrangement is always agreeable to the previous service provider as it saves them a tremendous amount of time and expense in managing the retrieval of their own containers.**

All container deliveries, carts and bins, will be managed by a dedicated Container Delivery Manager who will be responsible for ensuring timely and accurate containers deliveries. This individual will follow up to ensure that the customer database accurately reflects the containers ordered and delivered. This information will be reported to the CITY in the form of a weekly status report. Once the project is complete, the CITY will receive a final report and recap of the new customer database, if desired.

Route and Customer Database Development

As a key component to our start-up and transition, CONTRACTOR will conduct a route survey and field audit throughout the service area. CONTRACTOR personnel have already conducted a preliminary field survey in the service area(s) as a precursor to submitting this proposal. This preliminary fieldwork will be expanded as part of the full audit to be conducted by CONTRACTOR during the pre-startup phase.

As may be necessary, CONTRACTOR will work with the CITY and out-going contractors to

Exhibit 5
TRANSITION PLAN

receive customer information as soon as possible following contract award.

Preliminary Customer Database Information

Initially, CONTRACTOR will use the customer account information received from the CITY and outgoing hauler to create a preliminary database suitable for routing the residential service sector and to create our preliminary customer database that will form the basis for future billing and work order preparation. CONTRACTOR plans to complete this step through receipt of data files from the CITY and the existing hauler.

Development of Routing System and Route Sheets

Prior to commencement of collection service, CONTRACTOR will create a routing system to enable the production of route sheets and route maps to be used (daily) by our drivers (and updated daily for service level changes). Through the use of our RouteSmart routing system (which accepts down-loaded data from InfoPro), CONTRACTOR will create optimal sequential routing, route entry and exit points, and sequential routing printouts (route sheets) and computerized route and base maps for the areas to be served. The routing information will be up-loaded back into InfoPro which will then create a route number for each service recipient account in our database (which will, among other things, facilitate future automated work order preparation). For residential cart service route sheets for each driver will be created and updated periodically as needed. Any modifications to the previous week's route will be reflected on an updated route sheet.

CONTRACTOR will design and develop routes in an effort to minimize impacts on service recipients and to reduce emissions, and wear and tear on CITY streets. To the extent possible, CONTRACTOR will develop route patterns and schedules in view of the current collection schedules to minimize service interruptions and unnecessary confusion to residential and multi-family accounts. However, **our proposed collection schedule as outlined below is currently based on the CITY's goal to reduce SFD service dates, which CONTRACTOR is pleased to have accomplished**. A goal will be to develop route entry and exit points to avoid highly congested areas and peak traffic times, as well as all safety sensitive areas including schools, as much as possible. Routes will be provided to the CITY 60 days prior to the commencement of CITY Services and will provide map data in a GIS format that is compatible with the format used by the CITY, to the extent possible.

In addition to the above, CONTRACTOR will pay close attention to the following issues when developing routes:

- ***Hours of operation.*** *CONTRACTOR determines the number of vehicles to be utilized and the ways in which these vehicles will be routed given the parameters of collection hours that are specified by the Agreement.*
- ***Traffic patterns.*** *CONTRACTOR attempts to design routes that are opposite to peak traffic patterns within the service area(s), to the extent possible or applicable. This is not*

Exhibit 5
TRANSITION PLAN

only beneficial to the service area thereby reducing vehicle idling and emissions, but increases CONTRACTOR's collection efficiencies.

Coordination with Street Sweeping Schedule

All new routes will be developed on coded CITY parcel maps and accompanied by sequential routing printouts. Street sweeping services will be coordinated to the CITY's Collection services schedule.

Customer Transition Period Outreach

CONTRACTOR will utilize the following outreach components to initiate services.

Written Notices and Outreach Materials

Ongoing outreach materials are discussed in *Public Education Plan.* This section deals strictly with the distribution of materials during the transition phase. The information contained in these collateral materials shall be based on the *Agreement* specifications and the outcome of a collaborative process between the CITY and CONTRACTOR. The CONTRACTOR will distribute materials prior to program commencement and on an as-needed basis to customers. All outreach materials will be printed in English and Spanish, in color, will be approved by the CITY, and shall include but not be limited to all or a combination of the following information:

- *Service Area Name*
- *CONTRACTOR Contact Information/Public Works Contact Information*
- *Regular and Special Collection Services Available (including bulky item, universal waste, used-oil collection service, and Sharps) with pictures of acceptable recyclable and green waste material and "how to" instructions*
- *Collection Schedule/Holiday Collection Schedule*
- *Other Pertinent Information*

The following information will be developed and approved by the CITY for distribution.

Service Transition Postcard

CONTRACTOR will, in advance of the contract start date and in accordance with the finalized *Agreement*, will prepare and mail a return postage paid postcard with cart size information and rates to each residential cart customer. In the event that a selection is not made by a resident, 65-gallon carts will be provided by default. Residents will be entitled to additional recyclable and green waste or organic carts, at no cost, up to (2) 96-gallon.

Service Transition Mailer

After the customer data base information is retrieved from the CITY and the outgoing contractor and in addition to the Postcard mentioned above, the next step will be to send the

Exhibit 5
TRANSITION PLAN

Service Transition Mailer to all service recipients, introducing CONTRACTOR Services. This mailer will be submitted to the CITY in draft form for approval, prior to distribution. The Service Transition Mailer will announce the new program (with all pertinent details related thereto), start-up dates, and other key transitional information, as well as to introduce CONTRACTOR (with all relevant address and telephone information for customer service, hours of operation, etc.). Transition Mailers will include references to the detailed Instructional How-to Packets that will be distributed just prior to program start-up, which will include additional details regarding the new programs and requirements.

Community Meetings/Workshops

Prior to contract commencement, CONTRACTOR will conduct community meetings to inform all customers—of the new automated collection services. Two weeks prior to the community meetings CONTRACTOR will publish meeting information by written notice. The focus of the meetings will be to inform customers of pertinent program information including service enhancements. (CONTRACTOR will work with key community and business organizations to increase awareness regarding these meetings.)

Commercial/MFD Outreach

Additionally, commercial/MFD customers will receive initial site visits which will include recycling opportunity assessments, which are further described in *Exhibit 7 – Diversion Plan.*

Transition Timeline

The weekly transition timeline on the following pages reflects the elapsed time necessary for each of the items discussed in this section. The work-around for this compressed schedule for containers and collection vehicles have been described in this section. CONTRACTOR is completely confident in its ability to implement new services according to the currently scheduled start date.

Schedule of Key Operations Tasks To be Completed Prior to Start of Service

This schedule anticipates time requirements to accomplish tasks. It can be programmed to accommodate any contract award date and adjusted to reflect subtasks. Unless otherwise noted, all tasks are to be completed prior to the start of collection service.

- ***Execute Agreement with CITY****. The official ramp up period begins, which triggers all other tasks, below.*
- ***Procure and Distribute Equipment****. CONTRACTOR procures collection vehicles and containers for the Service Area.*
- ***Conduct Route Shadowing.*** *Follow and document residential collection routes not currently operated by CONTRACTOR. Other information such as cart sizes and numbers will also be captured.*
- ***Conduct Commercial/MFD Initial Audits****. CONTRACTOR will audit all commercial/MFD premises to ensure an accurate database, and assess recoverability*

Exhibit 5
TRANSITION PLAN

of the waste stream in order to offer the correct mix of services optimized toward recycling, green waste and/or food waste.

- ***Database Matching/Finalize Routes and Route Maps.*** *Database information gleaned from route shadowing and auditing is matched against account information obtained from the previous contractor and/or the CITY.*
- ***Driver and Customer Review Sessions.*** *CONTRACTOR will conduct driver and customer review training sessions to ensure everyone understands service parameters.*

Schedule of Key Administrative Tasks

- ***Develop Public Education and Outreach and Other Collateral Materials.*** *The CONTRACTOR anticipates beginning coordination efforts with the CITY on an effective outreach campaign based on some or all of the ideas presented in this submittal. A review of all materials, including standard forms. The chart indicates an abbreviated period of two weeks to develop and print essential materials—which represents CONTRACTOR's minimum requirement.*
- ***Print Collateral Materials.*** *As soon as all collateral materials are developed and approved, printing will be expedited. This will allow CONTRACTOR to be ready to go to make the transition timeline.*
- ***Mail Introductory Packets.*** *Based on decision reached with the CITY, direct mail of introductory packets will be either at once, or in waves by route. Date indicated on implementation schedule is mailing start date.*

Task	Nov				Dec				Jan				Feb			
		X														
Coordination Meetings		X »														
Establish Local Office at CITY Hall									X	X »						
Employee Training					X	X			X	X	X	X	X			
Develop Materials			X	X	X	X	X	X								
Approval/Printing					X	X »										
Develop/Launch Website					X	X	X	X	X	X	X	X »				
Conduct Outreach Campaign					X »											
Initial Site Audits – Training					X	X	X	X								
Initial Site Audits – Perform										X	X	X	X			

Exhibit 5
TRANSITION PLAN

Route Shadowing										X	X	X	X			
Final Updates/Database									X	X	X	X				
Route Mapping										X	X	X	X			
Issue POs for Containers			X													
Update orders based on site assessment and subscription results				X	X	X	X									
Container Production and Transport								X	X	X	X	X	X			
Deliver Carts												X	X	X		
Deliver Bins											X	X	X	X	X	
Start Service															X	

Establishing a Local Kiosk for Billing and Customer Support

CONTRACTOR will provide a local kiosk offering residents, businesses and CITY staff with the transition to our billing system including local customer service assistance, public outreach, municipal liaison and other personnel involved in the CITY of San Fernando contract. CONTRACTOR proposes to provide this kiosk within CITY Hall, where residents currently can make a payment, ensure customers and CITY staff may easily redirect questions, concerns and/or service changes to CONTRACTOR's team for swift resolution. Further information is provided in Exhibit 8 – Customer Service Plan

Exhibit 6

PUBLIC EDUCATION PLAN

Public Education and Outreach

The objective of this section is to a) convey to the CITY of San Fernando CONTRACTOR's competency in developing and managing public education programs; b) relay CONTRACTOR's proposed plan for outreach during the transition period and beyond; and c) illustrate the CONTRACTOR's willingness to become involved in the community through a menu of ideas that serve as a starting point for ongoing conversations about public outreach and diversion objectives with the CITY of San Fernando.

All transitions and program changes require clear, consistent messaging to customers. The tact CONTRACTOR takes with public education and outreach is the same it takes with all facets of operations: practical and effective. People are generally inundated with information and heavily burdened with responsibilities. Key to program success is breaking information down into practical and digestible chunks—presented simply and colorfully, and simultaneously providing customers with motivating reasons for cultivating new recycling behaviors. It is also important to point the way to additional resources and information for those who may be interested, which CONTRACTOR will accomplish through its recycling coordinator, links to resources posted on its website, and through distribution of general environmental content distributed at events and through presentations.

Even though it is known that a consistent message repetitively delivered via a variety of mediums in an abbreviated, creative way is most effective, once the desired behavior is adopted by the majority of customers, it must be regularly reinforced to sustain changes long-term. Finally, it is helpful to highlight the positive difference one person's good recycling practices makes. CONTRACTOR will do this through recycling reports which will be provided to the CITY and may be posted to its quarterly, website and or communicated to customers through newsletters.

Proposed Outreach Theme – "San Fernando Recycles"

In the CITY of San Fernando, CONTRACTOR is proposing to introduce, through a variety of advertising mediums, a program called "**San Fernando Recycles**" – San Fernando's new and enhanced menu of recycling programs and opportunities. "San Fernando Recycles" is a program designed for keeping trash rates low by supporting the community to take advantage of opportunities to increase recycling, raise awareness about conserving natural resources and making the CITY of San Fernando more sustainable community. The newsletters may also serve as an outlet to additional CITY Sponsored Events and more.

"San Fernando Recycles" Program Components

The following components comprise CONTRACTOR's friendly education and outreach

Exhibit 6
PUBLIC EDUCATION PLAN

campaign, which addresses all generator types. New versions of all materials described will be tailored to meet the specific needs of San Fernando generators serviced under this contract: single-family, multi-family, and commercial or industrial. *All collateral material will be published in Spanish and printed on recycled paper.* CONTRACTOR is providing one (1) full-time Recycling Coordinator dedicated to the CITY of San Fernando.

Commitment to Putting San Fernando First

CONTRACTOR is committed to reducing wear and tear on CITY streets at all levels and has identified areas to partner with local businesses to do business within the CITY and keep our services local such as printing of outreach materials, which are further identified throughout this section. CONTRACTOR will continue to actively recruit vendors from San Fernando to generate additional monies into the community.

"San Fernando Recycles" Web Site/Web Page

Because CONTRACTOR's website is key to communicating with all customers about all programs, it is considered here as a prelude to the remainder of the section. The following upgrades are being planned for the new website. A "San Fernando Recycles" web page will be established with a link within the Cities website to promote the program.

Per the *Agreement*, the website will include frequently asked questions, access to rates for collection services, listing and description of recyclable materials and organic waste, collection service schedules, and maps. Key customer service components of the website will include the ability to e-mail complaints and request services or service changes. Additionally, CONTRACTOR envisions the Customer Service and Billing Kiosk located at CITY Hall, described further in *Exhibit 8- Customer Service Plan*, to have web access such that they can assist customers directly with the website. Additionally, CONTRACTOR's Customer Service department is well versed and equipped to support customers with the website.

The website will also feature activities designed for children to learn more about the environment and recycling using puzzles, games, and/or word searches. There will be a link to CONTRACTOR's school education programs, discussed later in this section.

Single Family Program (SFD) Campaign Components

The following components will be part of the collateral materials CONTRACTOR develops for its single-family customers. These same materials will be utilized for multi-family customers who reside in complexes of two through five units. All collateral materials will continue to be published in Spanish. Please note CONTRACTOR does offer many cities outreach in multiple languages and can offer this to the CITY as an option.

- **Initial Post Card Mailing – (Cart Transition)**

Exhibit 6
PUBLIC EDUCATION PLAN

CONTRACTOR will, in advance of the contract start date and in accordance with the finalized *Agreement*, will prepare and mail a return postage paid postcard with cart size information and rates to each residential cart customer. In the event that a selection is not made by a resident, 65-gallon carts will be provided by default. Residents will be entitled to additional recyclable and green waste or organic carts, at no cost, up to (2) 96-gallon.

- **Initial Post Card and Mailing – (Upgrade in Service and "San Fernando Recycles" Introduction)**

  CONTRACTOR will, in advance of the contract start date and in accordance with the finalized *Agreement*, will prepare and mail an initial mailing to all customers explaining the transition from the existing to new programs, describe the new program enhancements, and provide an introduction to "San Fernando Recycles." The mailing will highlight recycling and diversion programs available, special services available, holiday collection schedule, proper handling and disposal of HHW, and CONTRACTOR contact information, at least. The initial mailing will be tailored to meet the collection specifics of each generator type.

- **Instructional How-To Packets ("San Fernando Recycles" Handbook and Brochure)**

  Based on the customer database records obtained from the CITY/previous hauler which have been verified by CONTRACTOR, customers will receive an introductory packet delivered with their new carts/containers (transition) or via direct mail (new customers, ongoing) prior to the start date that will briefly introduce CONTRACTOR, explain the transition, and ask customers to confirm their level of service. Key transition dates, such as container delivery and start of service will be provided in the mailing, as will referrals for more information. These packets will be used primarily for transition, however, service guides will be used when new service is established for any customer, and will be updated from time to time with program changes.

- **Billing Inserts**

  As per the Agreement, CONTRACTOR will prepare, print, and distribute inserts with CITY approval. CONTRACTOR proposes to align and incorporate the distribution of inserts and or newsletters with quarterly drop-off events, key CITY Sponsored events, and other community involvement activities. Inserts will be focused on generating increased diversion and CONTRACTOR will utilize observations of trends and common collection challenges to inform its topic choices and approach.

In addition to the above, contract-required outreach efforts and initiatives, CONTRACTOR will also produce the following enhanced customer outreach components which are, in the CONTRACTOR's estimation, important components of any program.

Exhibit 6

PUBLIC EDUCATION PLAN

- **Quarterly Newsletters**

  CONTRACTOR will provide quarterly newsletters as program enhancement in the CITY of San Fernando, newsletters will feature on-going "how to" promotions to encourage residents to maximize the "San Fernando Recycles" program offerings. CONTRACTOR's San Fernando Recycling Coordinator will reach out to CITY staff to receive any information, articles, and announcements or photographs to incorporate in the newsletters. Additionally, as part of the annual contract management process, the Recycling Coordinator will the calendar CITY Sponsored Events.

- **"San Fernando Recycles" Corrective Action Notice (Oops Tag)**

  Corrective Action Notices are tags that drivers leave that indicate set-out problems, and are tailored to residential and commercial generator types. These tags can be used as a courtesy notice, or as a notice of non-collection when so marked. When used as a courtesy notice, the materials in question are taken, but customers are informed of the improper element of their set-out and advised of what to do to ensure a proper set-out for next collection. When used as a non-collection notice, the cart in question is not collected, and the customer is advised of the exact problem. The problem must be corrected prior to the following week's service. Use of *Oops Tags* are an important component of developing good recycling behavior amongst customers.

  CONTRACTOR's *Corrective Action Notice*, or *Oops Tag*, will be utilized in one of two ways, depending upon CITY of San Fernando preference. The tag can be utilized regularly by drivers, whenever improper set-outs are observed, or it may be used as part of a campaign, where, for example, one route will be focused on per month, and *Corrective Action Notices* issued during collections in that month. The one exception to limited *Corrective Action Notice* distribution via campaign would be in cases where serious or unacceptable, recurring set-out problems by a particular customer or household are observed by the route driver. Naturally, *Corrective Action Notices* will be used a whenever a collection is unacceptable for health and safety reasons or due to an unpermittable level of contamination is observed in either the recyclables or green waste cart, which warrants the attention of the customer to clean up the materials or have the materials disposed of as MSW. When drivers turn in their *Corrective Action Notices,* the information is input into a database, and used for detecting behavioral patterns or trends that need correcting via CONTRACTOR's public education and outreach program.

Multi-Family Program Campaign Specifics – Compliance with AB 818

Multi-family residents are generally more transitory than the single-family population, and therefore require a specialized approach and materials to make collection programs effective. Also, each complex is under unique management, and so CONTRACTOR suggests a tailored approach to its MFD public education and outreach program. Reviewers

Exhibit 6
PUBLIC EDUCATION PLAN

should note that CONTRACTOR will supply ongoing recycling technical assistance to its multi-family customers as indicated at the conclusion of this section. First, information gathered during the audit process will be helpful in ascertaining the way in which MFD owners/managers prefer to work. Some managers prefer that information flow through them to tenants, some prefer the CONTRACTOR take the lead in communicating directly with residents. In either case, program elements will be the same; how such elements are distributed will comprise the variances in program logistics by complex. Emphasis will always be placed on educating people at the collection point. Not only is this an area the CONTRACTOR can easily have influence over, but it is a common area within the complex, and the place residents must frequent to dispose of their waste. The following additional program elements will be developed with the CITY's approval:

- **Complex Manager Information**

  An information flyer will be developed especially for MFD complex managers providing a brief synopsis of program and corresponding contact information. This flyer will include information on regular service features: refuse, recycling and green waste collection services, but will also include information on special services such as holiday tree and bulky item collection services. As specified in the Agreement, complex managers will receive this general information annually—specifically information pertaining to the bulky item program.

- **Container Labels**

  Frontloader containers, carts and debris boxes will be labeled in accordance with the Agreement. These will include warning and acceptable content labels. For example, recycling bins will be labeled as forbidding refuse, and will display a label describing acceptable contents. All labels will employ simple line graphics to convey general messages.

- **Collection Point Posters**

  It is common to receive, from MFD managers, requests for program information to post at collection points or other common areas. This is an effective outreach mechanism since the message is posted at the place of materials discard, and often there is room for posting, such as on an enclosure wall. Posters will be laminated and posted by CONTRACTOR at collection points, with complex permission, just prior to transition between contractors. Route supervisors will inspect collection points to ensure collection point signage (including container labels) is maintained. Also, CONTRACTOR drivers will be asked to replace posters as needed.

- **MFD Recycling Technical Assistance**

  CONTRACTOR will provide education, outreach, training, follow-up, troubleshooting, monitoring, data collection, and program evaluation services for commercial, institutional,

Exhibit 6
PUBLIC EDUCATION PLAN

and multi-family customers. Providing such services on the premises of customers is referred to as *recycling technical assistance*. All customers will receive an initial assessment, and larger generators and commercial customers that request it will also receive the more intense, recycling technical assistance described herein annually. Again, this will ensure the CITY is in full compliance with AB 32, AB 341, and AB 818.

- **Recycling Workshops**

  CONTRACTOR's Recycling Coordinator (or Public Outreach Specialist) will assist in the establishment and maintenance of MFD and commercial recycling programs and will help supply on-site recycling technical assistance and workshops. In addition to following up with MFD managers to address their questions, concerns, and any real or perceived obstacles to full participation in CONTRACTOR's MFD recycling program, the Specialist will also offer on-site workshops for interested residents to instruct them on "how to" use the recycling program, relay the benefits of recycling, and answer questions.

- **Multi-Family Recycling Tote Bags**

  In conjunction with the initial outreach efforts, to be conducted within the start of the new service implementation, CONTRACTOR will supply bags at no additional cost for each multi-family unit (at least 3 units or more with a maximum of 2,000 bags) to utilize to transport materials from their residence to their recycling bin or cart. These bags are purposed to make recycling as convenient as depositing trash into a receptacle and offer a collection container to areas that may be space constrained. The Multi-Family Tote bags have been beneficial tools for many multi-family municipal customers and can be designed in conjunction with the CITY for distribution at the inception of the contract.

Commercial Program Campaign Components

Commercial generators are more receptive to recycling programs when two elements are present: a) the opportunity to save money; and b) when the program is easy to use, such that staff time to manage waste is minimal. Knowing this, CONTRACTOR auditors will emphasize these points during CONTRACTOR's initial recycling opportunity assessments. Outreach materials will be combined in a manner that addresses customer need, and submitted to customers during the audit process or in a subsequent mailing. Materials will be mailed if personal contact cannot be made between CONTRACTOR auditors and business managers during the initial assessment process.

- **Informational Flyers**

  CONTRACTOR will develop a new set of informational flyers, one each addressing the following business types: a) retail; b) business office; c) restaurant and bar; and d) manufacturing. Each flyer will highlight recycling opportunities for the applicable business

Exhibit 6
PUBLIC EDUCATION PLAN

type, and will discuss program logistics—both for refuse and recyclable materials. Also, a specific flyer will be developed for roll-off customers that details recycling options, debris box sizes and the like.

- **Service Agreement and Rate Matrix**

  A standard service agreement will be provided to San Fernando businesses. A rate matrix will be developed depicting the published rates for commercial refuse and recycling based on container size and frequency of service. During the initial recycling opportunity assessment period, garbage and recycling options will be presented, with heavy emphasis on recycling. The goal will be to demonstrate to customers the benefits of recycling by educating commercial customers on the deep rate reductions available with CONTRACTOR's proposed rate structure, which is highly motivated by increasing recycling service.

- **Container Labels**

  FEL bins or MFD/commercial carts will be labeled in the same manner described above.

- **Recycling Workshops**

  As mentioned in *Multi-Family Program Components*, above, recycling workshops will be offered to those businesses with a need for or that request such a service.

- **Miscellaneous Collateral Materials**

  It has been CONTRACTOR's experience that often a particular business may need specialized outreach materials, such as information flyers to post in lunch rooms, or directives to send to each employee. The CONTRACTOR is committed to developing such materials, as requested by customers on a case-by-case basis. Generally, if is within the CONTRACTOR's power to produce an item that will make recycling programs success, CONTRACTOR will produce and deliver that item to its customer.

- **Commercial/MFD Recycling Technical Assistance**

  CONTRACTOR will provide education, outreach, training, follow-up, troubleshooting, monitoring, data collection, and program evaluation services for commercial, institutional, and multi-family customers. Providing such services on the premises of customers is referred to as *recycling technical assistance*. All customers will receive an initial assessment, and larger generators and commercial customers that request it will also receive the more intense, recycling technical assistance described herein annually. Again, this will ensure the CITY is in full compliance with AB 32, AB 341, and AB 818.

CONTRACTOR's Good Corporate Citizenship

Public Education and Community Enhancements

Exhibit 6

PUBLIC EDUCATION PLAN

Earth Day

In celebration of Earth Day (or on Arbor Day depending on the CITY's preference) CONTRACTOR will donate 100 oak trees grown at Sunshine Canyon Landfill to the CITY. CONTRACTOR's Sunshine Canyon Landfill has one of the largest nurseries in the county and grows oak trees from seedlings. CONTRACTOR proposes to work with the CITY to select oak trees or other tree types for growing in our nursery and planting within the CITY.

CONTRACTOR will also work with the CITY and provide expertise and resources for San Fernando garden projects, streetscape projects, and designated tree focus areas as specified in the *Agreement*. CONTRACTOR agrees to fund the aforementioned activities and services in accordance with the *Agreement*.

Neighborhood Watch Clean-Up

CONTRACTOR proposes to develop and support a vibrant and engaging community effort in San Fernando, by partnering with local Police Department or other organizations and CITY Departments, to create an annual Neighborhood Watch Clean-Up. The focus of this event will be to engage the entire community to participate in a neighborhood cleanup, provide a unique opportunity to collaborate with the community and work with Lead Officers within the Police Department and the CITY's Department of Public Works. CONTRACTOR will provide roll-off boxes to collect recyclables, bulky item and green waste material as needed, gloves, rakes and essential tools for participants. CONTRACTOR will recruit volunteers, including its very own local team of volunteers to aid in a large-scale community clean-up and neighborhood watch experience. CONTRACTOR proposes to target the North and South End of the CITY for the 2014 clean-up event.

Community Recycling Rewards Block Party

Following the clean-up or perhaps to compliment the My CONTRACTOR Rewards Program, CONTRACTOR proposes to offer a Community Recycling Rewards Block Party to recognize and celebrate the community's environmental stewardship. Provided below is an example of an event CONTRACTOR hosted with the San Fernando Recreation Center. The event was a huge success; students played a game called "What Goes Where" and the "Ultimate Recycling Machine" designed to engage students and the community to think: reduce reuse recycle, and understand more clearly recycling do's and don't's.

Community Involvement

CONTRACTOR has identified the following current CITY sponsored events, and additional community events, organizations, and projects to assist with in the Service Area and will work directly with the CITY Council and CITY to seek out additional opportunities to contribute. Assistance may take the form of donated service; educational programs, presentations, and demonstrations; school-related events and projects; and other in-kind

Exhibit 6
PUBLIC EDUCATION PLAN

contributions. Again, CONTRACTOR is committed to being a partner the CITY can count on.

Current Sponsored Events:

- Cesar Chavez (Mar)
- Heritage Days (Jun)
- Fourth of July (Jul)
- Summer Concerts (Aug)
- El Grilo (Sept)
- Menudo-Cook Off (Oct)
- Christmas Tree Lighting (Dec)

CONTRACTOR Proposed Events & Organizations:

- Cesar Chavez Scholarship & Commemorative Events
- Little Leagues (by request)*
- Composting Workshops*
- School Fundraising Activities*
- Paper Shred Day*
- Earth Day Celebration*
- Composting Workshops*

Community Investment Fund – Recycling Revenue Sharing

CONTRACTOR proposes to establish a recycling revenue share program with the CITY where CONTRACTOR will return $10,000 annually from the proceeds from the sale of recyclable materials to the CITY towards an annual community investment fund. On an annual basis CONTRACTOR proposes that each CITY Councilmember will select an annual event, program and/or CITY organization to provide $2,000 (or alternatively the entire will council allocate the funding all at once annually.) Programs may include any of the aforementioned CITY Sponsored Events, Community Involvement activities or new programs established in the CITY. The goal of the program is to encourage recycling from all sectors and provide a stable source of monetary contributions to support San Fernando to thrive and become a more prosperous and sustainable CITY.

Cesar Chavez Scholarship

CONTRACTOR will contribute $1,000 annually, to college-bound seniors through the Cesar Chavez Scholarship Program. The criteria for winning a scholarship could be an essay to discuss the cultural importance of the Cesar Chavez movement specific to San Fernando or Cesar Chavez's impact on the environment or other such themes. CONTRACTOR would extend its scholarship through the CITY Council or Cesar Chavez Committee to judge the received scholarship applications and essays to determine winners.

Facility Tours

CONTRACTOR will offer and promote free educational tours of any of its local facilities to community and school groups. Most recently CONTRACTOR has unveiled its new education center at Sunshine Canyon Landfill and a new Eco-Center at CONTRACTOR Services Recycling Complex located in Anaheim.

Community Safety Initiative – We're Looking Out for You

We're Looking Out for You is CONTRACTOR's crime prevention and safety watch program. The program enlists the active participation of CONTRACTOR collection personnel in

Exhibit 6

PUBLIC EDUCATION PLAN

cooperation with law enforcement and emergency services to reduce crime and maintain neighborhood safety.

Education for Schools

CONTRACTOR is the *only* service provider that services *all* of the grade schools, Colleges and Universities identified on the CITY of San Fernando website including elementary, middle, high school, Cal State University Northridge, Los Angeles Mission College, Los Angeles Valley College and adult and continuation schools. CONTRACTOR's rich experience and tenure serving the San Fernando Valley and servicing the aforementioned schools is a testimony to the Companies expertise and commitment to provide education and outreach curriculum focused on waste reduction strategies. CONTRACTOR's school recycling education programs are uniquely designed to bolster diversion and institute innovative and environmentally sustainable programs for students, faculty and staff's environmental enrichment.

Although CONTRACTOR offers tailored waste reduction strategies for higher education institutions, as described above, the focus of this section will be on grade school education and outreach programs, as it is our belief the earlier we engage students to recycle and protect the planet the sooner recycling becomes second nature.

Extending CONTRACTOR's State-of-the-Art LAUSD Programs to ALL San Fernando Schools

In 2012, CONTRACTOR was awarded the exclusive solid waste management contract for the Los Angeles Unified School District (LAUSD,) the second largest school District in the nation, consisting of over 900 schools and facilities. The District asked CONTRACTOR to help meet ambitious recycling and cost reduction goals including reducing garbage volume and cost by 20% and getting recycling in every classroom.

Since this time, CONTRACTOR has implemented a training and education program that offers some of the most innovative and comprehensive programs in schools cafeterias, maintenance areas, lunch areas, and classrooms designed to introduce green measures for all audiences and maximize recoverability from the waste stream. Through CONTRACTOR's established partnership with LAUSD the CONTRACTOR is charged with supporting the District's goals to become the "greenest school District in the nation." CONTRACTOR is incredibly committed to the success of LAUSD's aforementioned goal. CONTRACTOR firmly believes sustainability of the planet is in the hands of future generations. As such, schools recognize the necessity to play a leadership role in environmental education and action.

CONTRACTOR understands the majority of the CITY's grade schools are a part of the LAUSD system, however working with the CITY, CONTRACTOR proposes to engage all of San Fernando's grade schools, including those that are not comprised within the LAUSD

Exhibit 6
PUBLIC EDUCATION PLAN

structure, in sustainability efforts and offer them the tools to be as green as LAUSD. The following is a list of menu items CONTRACTOR provides to the District that CONTRACTOR will offer to all of San Fernando's schools:

Recycling Education and Training Program

CONTRACTOR will extend the support and resources of our 8 dedicated LAUSD Recycling Trainers and offer the same advanced training and technical support to the students, teachers and faculty at all of San Fernando's grade schools. In fact, San Fernando and all schools located in the District's North Educational Service Center will have direct access to their own dedicated LAUSD Recycling Trainer. CONTRACTOR's ultimate goal is to encourage that each school implement a recycling program and generate ongoing participation to increase diversion for not only LAUSD but for San Fernando.

Key Recycling Education Program Components

- In classroom containers
- Additional Classroom Recycling Carts
- Recycling Education Tools
- Lunchtime Recycling
- Cafeteria Recycling
- Office Area Recycling
- Breakfast in the Classroom Recycling Program – *prevalent at ALL San Fernando Schools*
- Innovative Incentive Programs
- Support with School Recycling Fundraisers
- Community Presentations for Parents, Families and the Community
- Large Venue Recycling Event Assistance

CONTRACTOR will commit to providing recycling education to San Fernando Schools that are not part of the LAUSD system with an emphasis on elementary schools. LAUSD students will also receive scholarship opportunities; however ***CONTRACTOR has established an additional Scholarship opportunity specifically for San Fernando residents, through this proposal.***

Elementary Schools Program – *and Organics Opportunities*

Prior to the start of each school year, CONTRACTOR will send a letter to the elementary schools in San Fernando providing information and details pertaining to the availability and content of a once annual CONTRACTOR recycling assembly for grades preschool through Grade 3. In addition, the letter will highlight the availability of recycling curriculum and other classroom tools to engage students to recycle.

CONTRACTOR will also utilize this opportunity to engage schools to establish an organics

Exhibit 6
PUBLIC EDUCATION PLAN

composting program, via CONTRACTOR's Recycling Trainers. Through CONTRACTOR's active experience at each school, CONTRACTOR understands that Morningside Elementary has an active garden club and is primed for such a program. CONTRACTOR is interested in providing compost/worm bins, composting workshops, and or compost/wood chips to engrossed schools. Due to the time commitment involved in developing, implementing and maintaining a successful organics composting program, CONTRACTOR will work with each school to tailor organics programs such that they are supported by the School's administration, faculty, advisors, teachers and staff.

Assemblies with MRFY—The Recycling Robot

CONTRACTOR's *MRFy – The Recycling Robot* will be available to grades K-3 for assemblies and special events. MRFy is a fully automated Recycling Robot made from recycled parts whose purpose is to provide a fun and interactive approach to recycling. The presentation begins with a CONTRACTOR Services associate providing a short introduction and some fun facts about the CONTRACTOR, its services and the upcoming show. It then quickly follows with a re-cycle chant so MRFy knows it's show time. Once MRFy hits the stage he takes the lead through song, interactive questions and also inviting audience members on stage to identify pieces of recyclable materials.

After MRFy's presentation, a short video is shown. This Video is narrated by MRFy and shows where recycling material is sorted and what happens to it after it is thrown in the garbage. The presentation is then completed with questions and answers.

CONTRACTOR proposes to offer MRFY assemblies for an incentive/reward for Principals to engage students not only in recycling but academic performance, leadership and/or environmental stewardship.

Recycling Rosie Curriculum

CONTRACTOR proposes to offer use of its award winning Recycling Rosie curriculum to elementary schools, and will also offer assemblies, as well as other resources, to teachers.

The full curriculum is 86 pages and provides complete lesson plans for teachers. Curriculum objectives include:

- Introduce students to solid waste management systems and problems that arise when waste is not properly managed;
- Help students learn about the cyclical nature of the environment;
- Teach the three Rs of the solid waste disposal solution (reduce, reuse, recycle); and
- Encourage students to participate in recycling programs and to create additional solutions.

The full curriculum is available at:

Exhibit 6

PUBLIC EDUCATION PLAN

http://www.CONTRACTORservices.com/Documents/recycle-rose-education-curriculum.pdf.

Recycling Education for All Grade Levels

For all, including older school-aged children, there are additional resources downloadable for free from CONTRACTOR Services website, including a collection of 20 environmentally-themed videos, such as *A Cereal Box Goes Full Circle*, which traces the life cycle of a cereal box from market shelf, to CONTRACTOR's recycling processing facility, and back to market. *Cookie Wrapper Kite* shows creative uses for cookie wrappers, such as building a kite.

Another such video provides composting how-to information which would provide a hands-on learning experience for science teachers and students.

Videos are available to watch at:

http://www.CONTRACTORservices.com/Corporate/EnvironmentEducation/recycling-videos.aspx

Several other resources are available on CONTRACTOR's website, such as

- Kids Zone
- Recycle-Bowl Competition
- A national K-12 recycling competition with rich educational materials and group activities
- Waste In Place
- The flexible K-6 curriculum featuring 33 lessons on litter prevention, waste reduction, recycling, landfills, and more.
- Clean Sweep U.S.A.
- A fun and engaging educational site designed to supplement middle school environmental education curriculum.
- Toolbox for Community Change
- Offers full-color classroom posters, such as the "236 Million Tons of Trash"
- poster.

CONTRACTOR will provide links to all of its free educational resources in its annual letter to principals at the beginning of each year.

Summary of Approach

CONTRACTOR will focus on increasing the diversion of various reusable, recyclable, and compostable materials from these sectors, in accordance with the CITY's waste diversion and resource conservation goals. CONTRACTOR's aim is to maximize tons diverted and level of participation while minimizing materials contamination.

CONTRACTOR will provide practical advice, encouragement, and positive reinforcement to customers in support of these goals. CONTRACTOR will develop collaborative working

Exhibit 6
PUBLIC EDUCATION PLAN

relationships with the CITY of San Fernando and customers.

Conclusion

The elements conveyed in this section by generator type serve primarily as a starting point for development of diversion, education, and outreach program elements and collateral materials that align to the CITY's new diversion goals and new contract. These proposed elements are based on CONTRACTOR's present familiarity and experience in San Fernando, and will be designed to provide customers with the information they need in an abbreviated format that is appropriate and will appeal to the generator type in question, as well as provide good incentive for recycling. The objective of the program is to bring customers in line with the CITY's vision of sustainability with a bottom line result of a practical and achievable level of increased diversion.

CONTRACTOR cannot emphasize enough the fact that mining the MFD and commercial generators for recyclable materials is key to a steady increase in diversion over the term of the contemplated contract period. The objective of steadily increasing diversion cannot be met without a reasonable and ongoing effort to remind customers of their recycling options and the benefits of recycling, coupled with the necessary tools to perform recycling activities. CONTRACTOR believes the above outline encompasses all the basic elements to accomplish CITY objectives, and is open to the evolution of these ideas prior to the initial transition period and throughout the term of the *Agreement*.

Provided below, is a detailed summary of the Public Education and Outreach programs designed and tailored for the CITY's specific diversion program goals

Exhibit 6

PUBLIC EDUCATION PLAN

Public Education Programs * *Enhancements are noted in red*	Obligatory	SFD	MFD	Comercial	Schools
Website	Y	X	X	X	X
Postcard Initial Mailing	Y	X			
Introduction letter	Y	X	X	X	
How to Packet/Brochure	Y	X	X	X	
Billing Inserts	Y	X	X	X	
Quarterly Newsletter	N	X	X	X	
Oops Tag	N	X			
Complex Manager Information	N		X		
Container Labels	Y	X	X	X	
Collection Point Posters	N		X		X
Recycling Workshops	Y	X	X	X	
Multi-Family Tote Bags	N		X		
Informational Flyers by Business Type	N			X	
Service Agreement Matrix	N		X	X	
Commercial/MFD Technical Assistance	N		X	X	
School Education and Outreach	Y - *enhanced*				X
Schoool Recycling Trainers	N				X
School Assemblies with MRFy the Robot	N				X
Scholarship Program	N	X	X		X
Public Education Enhancements					
Earth Day Celebration - 100 Trees!	Y - *enhanced*	X	X	X	X
Neighborhood Watch Clean-Up	N	X	X	X	
Community Recycling Block Party	N	X	X	X	
Community Involvement	N	X	X	X	
Community Investment Fund	N	X	X	X	X
Facility Tours	N	X	X	X	X
Community Safety Intiative	N	X	X	X	X

Exhibit 7

DIVERSION PLAN

CONTRACTOR is committed to providing the CITY with top-notch programs that will deliver increased diversion in a safe, efficient, and low-cost manner, and that also enrich the community. The chart below provides the basis for CONTRACTOR's diversion projections by line of business and overall minimum diversion rate guarantee of 50 percent on material collected by the hauler as per *Article 4* of the *Agreement*.

It is important to note that Cal Recycle no longer reports diversion in percentages for Cities. Beginning in 2007, Cal Recycle implemented the **per capital disposal rate which is used as one of several factors in determining a cities compliance with AB939, and allows Cal Recycle to set their primary focus on successful implementation of diversion programs. The CITY's most current per resident disposal rate target (PPD) is 8.9.** By achieving a PPD of 8.9 the CITY would thereby be achieving 50% diversion of the CITY's municipal solid waste from the landfill. **San Fernando has consecutively surpassed the State mandated 50% diversion rate by exceeding Cal Recycle's PPD by nearly half; in 2011 the PPD was 4.6, thereby reaching an estimated overall diversion rate of 65%.** Although San Fernando is well exceeding the state's target, CONTRACTOR's diversion plan proposes to not only meet the cities overall minimum diversion guarantee of 50% and 85% for C&D, but also offer additional diversion and public education and outreach program enhancements that will increase the CITY's overall diversion and augment the number of diversion programs that CITY will report to Cal Recycle beginning in 2014. Furthermore, CONTRACTOR guarantees throughout the term of the *Agreement* the CITY will meet all State mandated regulations: AB 341, AB 32, and AB 818.

To accomplish this and the CITY's sustainability objectives, CONTRACTOR will, through its initial recycling opportunity assessments of all commercial/MFD premises, offer each customer unlimited recycling collection at significantly reduced rates (nearly 60% less than refuse rates). The service level offered will be calculated through the use of experienced audit staff and Cascadia Consulting Group's EcoDiversion Calculator Tool—described later in this section. Recycling container size and type will be based on customer need, customer preference, and site/access constraints, but in any case will consist of a minimum of a 65-gallon cart or bin of adequate size. All customers will be offered instructional materials specific to their generator/business type.

All customers will receive follow up monitoring to ensure optimal use of recycling programs by employees and tenants and customer satisfaction. CONTRACTOR will deliver on-site technical assistance, training, or workshops to any customer who requests it. CONTRACTOR will report to the CITY customer participation as per the reporting requirements of the *Agreement.*

Included is an explanation of how the CONTRACTOR arrived at our projections. 2012 tonnage figures, annualized, were used in CONTRACTOR's projections except where noted.

Exhibit 7

DIVERSION PLAN

The chart on the following page also highlights CONTRACTOR's minimum recovery rate for processed bin refuse, debris box, SFD, MFD, Commercial, and CITY services materials.

A *Waste Flow Chart* follows, which shows the flow of waste through CONTRACTOR's proposed facilities.

Following the *Waste Flow Chart* is additional information about each named facility. **The *Proposal* reflects the CONTRACTOR's commitment to reduce the impact on the CITY's roads and air quality and improve current collection services meanwhile decreasing costs, by proposing facilities based on efficiency and proximity: CONTRACTOR always seeks to minimize its carbon footprint.** CONTRACTOR owns and operates Sunshine Canyon Landfill and has established Agreements with the other proposed facilities and guarantee's capacity for the term of the agreement. CONTRACTOR will also provide actual copies of facilities permits upon the CITY's request.

Lastly, CONTRACTOR has provided methods used for diversion programs by program type (SFD, MFD, Commercial, Debris Boxes or Industrial, and CITY Recycling) and has also provided a schedule showing specific program tasks, milestones and time frames for meeting the diversion requirements of the Agreement.

San Fernando Waste Flow and Tonnage Information

Line of Business	Collected Tons	Diverted Tons	Residual Tons	Diversion Percentage
SFD	9,631	7,915	1,716	82%
MFD	7,351	1,485	5,866	20%
Commercial	2,100	924	1,176	44%
Debris Boxes	6,072	3,164	2,908	52%
CITY Services	4,319	1,108	3,211	26%
Grand Totals	*29,473*	*14,596*	*14,877*	*50%*

Recycling and Diversion Methodology by Sector

As evidenced in the preceding *Waste Flow and Tonnage Chart*, CONTRACTOR has captured tonnage estimates for year one of service and guarantees that the recycling and diversion programs and enhancements to meet the diversion obligations of 50% overall and 85% percent for C&D, as well as stand in full compliance with current and future recycling legislation. CONTRACTOR's has captured the diversion program enhancements on the following pages of this section, which are provided as at *no additional cost*.

San Fernando's Waste Stream

Exhibit 7

DIVERSION PLAN

CONTRACTOR's current familiarity with San Fernando's waste stream is based upon the information provided by the CITY and the incumbent hauler. The CITY's current collection conditions have enabled CONTRACTOR to develop and outline a practical program that is certain to return the intended diversion outcome of 50 percent diversion of the waste materials it is responsible for collecting and processing, thereby allowing the CITY of San Fernando to meet and exceed State diversion mandates as calculated according to those State regulations and according to the *Agreement*.

Residential Diversion Programs and Enhancements

CONTRACTOR's intention for San Fernando residents is not only to provide an exceptional level of outreach to engage customers in order to increase recycling participation and diversion but also to provide convenient recycling and diversion program enhancements that make a real difference in diversion primarily because of their ease of use and tremendous value. CONTRACTOR is confident through its proposed diversion and education and outreach program that we will be able to increase recycling participation and also achieve the CITY's 50% diversion goal by the end of 2014.

Residential Recycling Rewards Program - Enhancement

To provide recycling motivation to San Fernando residents, CONTRACTOR, in conjunction with the CITY, will create a Recycling Awards program called My Republic Rewards. The goal of the My Republic Rewards program is to educate single-family residents on the importance of recycling and the materials that should be diverted. Additionally, the program is designed to reward single-family residents for enhanced recycling efforts. Each quarter a Recycling Star will be awarded to residential customers. Included with Recycling Star will be a gift card to a local San Fernando business. Eligibility for the single-family dwelling (SFD) recycling awards program will require each customer to sign up via the My CONTRACTOR Rewards website. Residential customers will be divided into geographic areas as determined by the CITY and CONTRACTOR. **CONTRACTOR will provide an estimated $3,500 in incentives back to residents by way of gift cards.**

CONTRACTOR trucks, upon completion of service, will weigh the recycling contents from each of the zones and at the end of each quarter every resident in the winning zone will receive the Recycling Star and a gift card for use in a local San Fernando business. At the end of each year 3 SFD customers will be selected as the residential Recycler of the Year and will receive free solid waste and recycling collection services for one-year. CONTRACTOR will announce the recipients of the annual Recycler of the Year via news releases, on the website, and at a special event to be developed in partnership with the CITY, please find event information in *the Public Education Plan*. In addition, the residential community zone that recycles the most each year as determined by the tons of recycled material each week will receive $1,000 towards a community project in their neighborhood.

Exhibit 7

DIVERSION PLAN

CONTRACTOR envisions our total My CONTRACTOR Rewards to reach $5,000 annually.

Quarterly Drop Off and Compost Donation Event – Enhancement

CONTRACTOR will sponsor and conduct a quarterly drop off event whereby residents may also be provided with free compost or mulch. As an enhancement, to increase participation and raise awareness about the CITY's new diversion opportunities CONTRACTOR proposes quarterly drop off events may be purposed for one or more of the following purposes: bulky item, universal waste, reusable clothing, e-waste and or green waste material. As an enhancement, CONTRACTOR will coordinate with several local charities such as Valley Family Center, Goodwill and/or Salvation Army for reuse of materials collected to the extent possible. Outreach efforts will be made to local organizations and other nonprofit programs that may be able to use furniture as well. Nothing will be disposed of in a landfill until every reasonable attempt has been made to recycle it back into use.

Books Recycling Program - Enhancement

There is a solution to recycling books with a little shelf life left in them: CONTRACTOR will team up with the San Fernando Library to collect and re-purpose landfill-bound books and donate them to the Library's After School Programs which support CITY programs and also Gridley and Morningside elementary schools. San Fernando residents will be able to leave their books at the Library and at School in CONTRACTOR provided receptacles. Recycled books will be donated to the program and for students to take home. The Library currently purchases books and salvages any books available for students to take home. CONTRACTOR proposes to coordinate this effort and support the Library with this important CITY funded After School Program.

Semi-Annual Community Paper Shred Days- Enhancement

CONTRACTOR will host two annual shred days each year of the *Agreement*. The CONTRACTOR will contract with a document shredding service, the equipment will be brought to a designated drop-off site within the service area, and residents will be able to have their personal documents shredded. This service is provided at no additional charge to the resident or the CITY.

Green Waste Diversion Program:

Backyard Composting Program- Enhancement

CONTRACTOR will promote backyard composting through underwriting 50 percent of the cost of compost and worm bins for San Fernando residents. Information will be made available on the CONTRACTOR's website and quarterly newsletters.

Composting Workshops- Enhancement

Exhibit 7

DIVERSION PLAN

CONTRACTOR will provide composting workshops, a minimum of two composting classes per year, with the objective of raising resident awareness as to the benefits of closing the loop through home composting produced from kitchen food scraps and returning composted material to their gardens to enrich the nutrient content of the soil.

MFD and Commercial Diversion Program Enhancement

CONTRACTOR will achieve a higher level of diversion in the MFD and commercial waste stream through 1) source separated recycling of commercial business and MFD complexes; 2) Taking additional solid waste to the Commerce Refuse-To-Energy Facility, resulting in 25% of the MFD/commercial waste stream being diverted; 3) CONTRACTOR will promote MFD and commercial recycling through the methods described in this section, moving more tons of dry/recyclable waste from the commercial trash to the recycling stream. 25% percent of those collected tons will be recovered through the single stream sort line at SVP and through incineration at the Refuse-To-Energy Facility. Making these programs available to commercial and MFD customers, promoting these programs, providing monitoring, training, and technical assistance guarantees compliance with AB 341 and AB 818.

Single stream/commingled recycling will be offered at 60% less than the current refuse rates to San Fernando MFD/commercial customers as an added incentive to enroll in the program.

Initial Recycling Opportunity Assessments

To identify opportunities and promote new and expanded commercial recycling in San Fernando, CONTRACTOR will conduct a waste and recycling assessment at each business and institution located in the CITY during the transition period. During these individual on-site visits, CONTRACTOR will document opportunities for commercial customers to 1) increase recycling, 2) save money on their waste bills, and 3) reduce GHG emissions.

CONTRACTOR also will right-size current service levels and container sizes to ensure that commercial customers are receiving the least-cost service that meets their disposal and recycling needs. During the assessment, customers with significant levels of clean food waste present in their waste stream will be encouraged to enroll in CONTRACTOR's food waste collection program.

Additional diversion programs provided to compliment the MFD and commercial diversion goals as outlined in this section include but are not limited to: **Ongoing Recycling Technical Assistance**, **Recycling Workshops** and **MFD Recycling Tote Bags**.

Food Waste Diversion Program

CONTRACTOR will implement a program to divert food waste collected from commercial businesses in San Fernando. To accomplish this, and ensure maximum participation, CONTRACTOR will offer a streamlined cart collection system consistent with the CITY's existing program. Commercial businesses will dispose of their food waste in CONTRACTOR

Exhibit 7
DIVERSION PLAN

provided carts. After their weekly collection, provided once a week, food waste will be sorted out at Crown Disposal and transferred to Crown's Community Recycling facility located in Kern County, for processing into compost or mulch. To collect organics from commercial businesses that generate higher food waste volumes, such as sit-down restaurants, CONTRACTOR will provide 65- gallon food waste containers. CONTRACTOR will work with commercial food service establishments, kitchen staff, and janitorial staff to provide training on proper collection of food waste.

CONTRACTOR will identify food waste program candidates during the initial recycling opportunity assessments indicated above. The program will be promoted in all commercial promotional materials. Food waste customers will be monitored closely to ensure maximum program participation and that contamination is mitigated. CONTRACTOR will be proactive in providing training where unacceptable contamination is evident, and where food waste is not being diverted through the program.

CITY Collection Diversion Program Enhancements

Initial Recycling Opportunity Assessments

To identify opportunities and promote new and expanded CITY recycling in San Fernando, CONTRACTOR will also conduct a waste and recycling assessment for CITY services during the transition period. During these individual on-site visits, CONTRACTOR will document opportunities for commercial customers to 1) increase recycling, 2) save money on their waste bills, and 3) reduce GHG emissions.

CONTRACTOR also will right-size current service levels and container sizes upon receiving CITY approval, to ensure that the CITY's service meets their disposal and recycling needs and that the CONTRACTOR is supporting the CITY to maximize recoverability from the waste stream. During the assessment, CITY facilities with significant levels of clean food waste present in their waste stream will be encouraged to enroll in CONTRACTOR's food waste collection program.

CITY Sponsored Events Collection Services – Enhanced Offering

In addition to its regular CITY Public Containers Collection services, CONTRACTOR will provide debris boxes, bins, carts, or cardboard boxes (lined with plastic bags) for capturing recyclables, green waste/organics and construction and demolition material at the following CITY sponsored special events and additional events as deemed by the CITY and in Exhibit 4 of the Agreement.

As an enhancement, CONTRACTOR will supply its coordinator to work with the CITY and other community/civic groups to assist in the planning and preparation of these events. CONTRACTOR will provide clearly labeled containers, public information, and will work with the CITY to monitor containers and collection points to ensure adequate capacity during

Exhibit 7
DIVERSION PLAN

events. CONTRACTOR's commitment in being a partner the CITY can count on, is to work to make each event successful, and to tailor the approach as necessary in order to do so. CONTRACTOR will provide planning services and provide the required services for the following events at least. CONTRACTOR has special expertise to share relative to several of the current and additional proposed events as listed in the *Agreement*.

Anti-Scavenging – Enhancement

CONTRACTOR will introduce an "Anti-Scavenging Unit" for San Fernando, to support the Cities current Anti-Scavenging Ordinance, for purposes of patrolling the service areas during peak scavenging hours to ensure the CITY receives credit for the diversion of all recyclables generated within the CITY. CONTRACTOR Services proposes to support the existing efforts and work closely with the CITY of San Fernando to develop and institute an effective program and will institute any feasible measures to discourage scavenging of recyclable solid waste from the residential solid waste stream. Although CONTRACTOR understands scavenging is not a present high concern in the CITY, our program is offered as an enhancement to add value and to support existing CITY Services where CITY resources may be constrained. CONTRACTOR has partnered with other Cities to implement such a program and we are pleased to offer this service to the CITY.

Sharps Collection– Enhancement for Seniors

Within one week after a residential customer request, CONTRACTOR will provide customer, at the customers residential premise without surcharge to that customer or to the CITY with an approved sharps container that has at least one gallon capacity for discard of sharps in accordance to the applicable law, and if further requested, a pre-paid postage container for mailing the approved sharps container in accordance with Applicable Law. **As an enhancement, CONTRACTOR will allocate 100 free one-gallon sharps containers each year for seniors.** CONTRACTOR will include information and education regarding the sharps program (including information about free Sharps for seniors) in outreach efforts and will coordinate with local law enforcement and fire departments to provide outreach materials at public facilities.

San Fernando's Dedicated CONTRACTOR Recycling Coordinator Roles and Responsibilities

CONTRACTOR envisions the Recycling Coordinator to be instrumental in the fulfillment of each of the aforementioned tasks, act as the champion for the "San Fernando Recycles" program and support the public and education outreach programs as described in this *Proposal*. **The Recycling Coordinator will be the responsible for managing the Diversion Program Timeline as described on the following pages of this proposal, which is designed for year one activities to increase recycling participation and to reach the CITY's 50% diversion goal.**

Exhibit 7

DIVERSION PLAN

The Recycling Coordinator will also act as the CITY's liaison to other CONTRACTOR Departments. CONTRACTOR envisions his/her role will be to work as the Customer Service/Billing Kiosk and support customer service and billing functions as half of the role and work with CONTRACTOR's Municipal Relationship Representative for the other half. He/She will consistently evaluate and stay on target with the Transition, Collection Operation, Customer Service, Public Education and Diversion Plan's as outlined in this *Agreement*. He/she will ensure all reports, newsletters and education and outreach are produced timely and accurately in a manner that reflects the quality product that is CONTRACTOR and that the CITY deserves.

Summary of Tasks to be Undertaken

With the support of San Fernando's Dedicated Recycling Coordinator, CONTRACTOR will provide the following services (these specific programs are provided in further detail with tasks and timeframes for meeting the year one diversion goals, on the *Diversion Program Timeline*):

- *Customer screening, targeting outreach.*
- *On-site Recycling Opportunity Assessments.*
- *Customer training.*
- *Customer monitoring, troubleshooting, and follow-up.*
- *Reinforcement for cross-program education and use.*
- *Program analysis and recommendations.*

Summary of Services to be Provided

Captured below is a summary of services to be provided with the support of San Fernando's Dedicated Recycling Coordinator:

- Assist in identifying and screening customers for opportunities where a significant diversion potential is possible.
- Conduct or assist in on-site recycling opportunity assessments, off-site audits of compactor loads, program assessments, staff and/or tenant training, on-site implementation assistance, and follow-up monitoring of customer performance.
- Evaluate and present options for recovering or substituting difficult-to-recycle, compost, or reuse materials, such as identifying opportunities to use compostable or recyclable food service ware or packaging.
- Develop outreach materials about waste reduction, recycling, and composting: distribute such materials when meeting with customers.
- Assist in gaining management support and dedication of staff resources from customers for program implementation.
- Identify and promote other program or recognition opportunities such as potential

Exhibit 7
DIVERSION PLAN

Green Business certification, toxics reduction, green building, green purchasing, energy efficiency, water conservation, local and regional awards, and other programs if applicable and requested.

- Develop program tracking measures and prepare progress reports on impacts of program implementation, such as waste diversion, participation levels, contamination, cost savings, generator satisfaction, and recommendations.
- Other tasks as requested by customers and/or the CITY.

Diversion Program Timeline

DIVERSION PROGRAMS *Note: Enhancements noted in red*	DIVERSION TASK and MILESTONES	SCHEDULE	CONTRACT REQUIREMENT	SFD	MFD	COMM	CITY	SCHOOLS
My Republic Rewards	Immediate action will be to prepare a seperate implimentation plan within 60 days of start of service. Republic will present this plan to City for approval. Goal will be to increase SFD diversion year over year and increase program participation via the website year over year.	Start of Service, Ongoing	N	X				
Quarterly Drop Off	Confirm quarterly schedule; Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Quarterly	Y - *enhancement*	X	X	X	X	
Books Recycling Program	Republic to impliment within in 90 days from start of service. Recycle more books year over year.	Ongoing	N	X	X	X	X	X
Semi-Annual Community Paper Shred Days	Confirm schedule; Incorporate in quarterly newsletters; Recycle more paper year over year	Semi-Annual	N	X	X		X	
Initial Recycling Opportunity Assessments	City /Outgoing hauler to provide customer lists; Republic to conduct prior to start of service; Distribute education and outreach; monitor AB341 compliance	Start of Service	N		X	X	X	
Ongoing Technical Assistance	Recycling coordinator to conduct annually with emphasis on MFD/Commercial accounts with no recycling service; Distribute education and outreach; Monitor AB341 compliance	Annually	N		X	X	X	X
Sharps Collection - enhanced for Seniors	Incorporate in annual brochure and newsletter (see Transition Plan); Recycle more Sharps year over year	Ongoing	Y-*enhanced*	X	X		X	
City Sponsored Events Collection -enhanced	City Representative to confirm in finalized Agreement. Monitor year over year diversion for improvement.	Annually	Y-*enhanced*	X	X	X	X	X
Anti-Scavenging	City Representative to confirm in finalized Agreement; Republic to impliment with Public Works and/or other City Departments. Monitor quarterly for reduced scavenging activity.	Ongoing	N	X	X	X	X	X
Green Waste Diversion Programs								
Backyard Composting	Republic to incorporate in annual brochures and newsletters to increase composting participation. Track annual compost bin purchases through 50% rebate for year over year improvement.	Ongoing	N	X	X	X	X	X
Composting Workshops	Republic to schedule in conjuction with school outreach and confirm with City Representative. Monitor program participation for year over year improvement.	Semi-Annual	N	X	X		X	X
Annual Green Waste Shred Day; Compost and Mulch Giveaway	City Representative to confirm quarterly schedule; Republic to incorporate in quarterly newsletters. Compost and mulch provided to City upon request.	Annually	Y	X	X	X	X	X
Curbside Diversion Programs								
Curbside Bulky Item Pick Up	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Ongoing	Y-*enhanced*	X-extra	X-extra	X	X	
High Diversion Bulky Item Collection	See above	Ongoing	N	X	X		X	
Holiday Tree Collection - Enhanced for MFD	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Annually	Y	X	X-extra		X-drop off	
Universal Waste	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Ongoing	Y	X	X		X	
Used Oil and Filters	Incorporate in quarterly newsletters; Monitor diversion for year over year improvement	Ongoing	Y	X	X		X	
Food Waste Diversion	Republic to incorporate via initial audits according to Transition Timeline. Additional education will be included in annual brochures and ongoing education; Monitor diversion for year over year improvement	Ongoing	Y	Alternative		X	X	X

Other specific collection programs as mentioned in the contract will be detailed in *Section 4B- Collection Operations Plan*. A schedule showing specific programs, task, milestones and timeframes is also provided *in Section 5A-Diversion Plan* for meeting diversion requirements.

Monthly Diversion Education Program Management

As part of our commitment to be a partner the CITY can count on, CONTRACTOR will incorporate a monthly program management report which will include a timetable for

Exhibit 7

DIVERSION PLAN

implementation of Diversion and Education and Outreach Program activities, including but not limited to outreach materials, events, community involvement, updates regarding curbside, on-call services, program tasks such as meetings with multi-family premises, chambers and other key activities as established by CONTRACTOR and the CITY Representative. The CONTRACTOR Services Diversion Education Program Management tool is a new resource utilized by CONTRACTOR Services to ensure we are meeting and exceeding our recycling education and diversion goals.

Exhibit 8

CUSTOMER SERVICE PLAN

All customer service standards, initiatives, and training programs revolve around the five R's of CONTRACTOR's Star and the CONTRACTOR's Mission and Customer Service Goals.

CONTRACTOR also understands that each CITY represents a unique blend of cultures, ideas, and perspectives. That uniqueness is valued and respected, and factored into the refinement of local customer service policies and procedures.

CITY Requirements

CONTRACTOR proposes two offices dedicated to serving the CITY of San Fernando—a local kiosk and a regional Customer Service Contact Center. CONTRACTOR's San Fernando kiosk is proposed to be housed at CITY Hall. The San Fernando kiosk is a convenient location for customers to make payments and for CONTRACTOR's dedicated staff to respond to service inquiries, further details are provided in the following pages of this section. Additionally, CONTRACTOR has a Customer Service Contact Center located in Santa Fe Springs, California, and features a staff of over 40 full-time highly-trained customer service representatives and employs a state of the art Cisco telephone system which identifies customers when their calls are received, automatically pulls up customer records, and provides for a full range of advanced reporting features—allowing the CONTRACTOR to track and report specific data sets for the cities CONTRACTOR serves.

Staffing Levels and Abilities

CONTRACTOR has a highly accurate staffing level forecasting tool it uses to gauge staffing level needs on an ongoing basis. This tool ensures that a live person will answer each phone call within three rings. The tool utilizes the following criteria to determine ideal staffing levels:

- *Monthly peak volume call intervals*
- *Event information calls*
- *Scheduled Customer Service Representative (CSR) vacations*
- *Absenteeism projection*
- *Inclement weather or disaster information*
- *Breaks and lunches (scheduled during low call volume periods)*
- *Program implementation.*

Multi-Lingual Call Center

CONTRACTOR customer service has the following language capabilities in-house: English, Spanish, Cantonese, Vietnamese and Mandarin. All education and outreach will be provided in English and Spanish, additional languages maybe be provided as the CITY may reasonably direct.

Exhibit 8

CUSTOMER SERVICE PLAN

Dedicated Phone Line and CSR

In addition to our Customer Service Center (and toll-free telephone lines) CONTRACTOR will install a dedicated phone line with a San Fernando phone number and station a Customer Service Representative (CSR) at the local office for customer convenience. This is intended to help put a face to the CONTRACTOR, make CONTRACTOR approachable for San Fernando residents and business managers, and facilitate ongoing communication regarding service in order to continually tailor and improve service delivery to all customer types within the CITY.

CONTRACTOR's customer experience is defined by "one call resolution." CONTRACTOR is proud that when a customer calls the customer service call center they are quickly connected with the appropriate representative who will be able to resolve their needs from beginning to end. When calling, customers are prompted to respond to two main menus of information to get them to the appropriate customer service representative:

Menu 1: Establish Line of Business- Customers are prompted to select a line of business (residential, commercial, industrial.) Once a customer makes this selection they automatically are prompted by the second menu.

Menu 2: Type of Request-Customers are prompted to select what type of service they are calling about (payment, billing question, missed pick, extra pickup, new service request, etc.). After making this last selection they will be directed to a customer service representative who will be able to respond to their service needs without needing to transfer to another representative. This is what we mean by "one call resolution."

Customer Service Standards

The following basic customer service principles are maintained at CONTRACTOR:

1) All new residential customers receive the option of getting literature in hard copy or paperless, for garbage, recyclable materials, and green waste collection. All collateral material will also be posted to the CONTRACTOR's new website.
2) CSRs will process and accurately enter to InfoPro, customer related documentation, route sheets, equipment work orders and other paperwork on a same-day basis and we will provide error-free invoices.
3) All customer complaints are resolved to the customer's satisfaction, (or a customer agreed plan exists to solve the compliant), within one business day of the receipt. CONTRACTOR's closed loop process must be maintained.
4) Commercial/residential on-call service is provided on the date requested by the customer. Roll-off service requires same day service if the request is received by noon local time, or service by noon the next day if the request is received after noon local time.
5) Clean, decaled containers and carts are delivered and/or placed on time and exactly

Exhibit 8

CUSTOMER SERVICE PLAN

to CONTRACTOR customer requirements.

6) Customer site conditions are left in a clean, orderly fashion – litter picked up, lids and gates closed and locked, and carts are left neatly on the curb.
7) All dispatched services are completed on the day assigned with zero misses.
8) Professional CSRs will answer each customer phone call within 25 seconds and no more than three rings.

These Customer Service Standards are evaluated on a regular basis. The Customer Service Manager must report every Monday on the previous weeks' misses, container management progress, unscheduled requests and the speed of answer and abandon rate for the customer service department. The data then populates a weekly summary and trends can be evaluated. In addition, an explanation or action steps must be provided when a goal is not met.

The following page provides a summary of CONTRACTOR's Division Service Standards, which *guarantee* the CITY, and its residents and businesses the quality of service that CONTRACTOR is committed to provide.

Procedures for Handling Common Customer Requests

When fielding a call, CSRs immediately access the customer's account information in InfoPro. The CSRs can access all pertinent information, including service address, pick-up day, rate per month, service level, and a complete history of service requests and resolution.

After determining the customer's need, the CSR will input all required information into the customer's permanent file history and, if necessary, generate an on-line automated work order. The timing for responding to these work orders will be as specified in the Collection Services Agreement.

- *If the inquiry is simply for information or clarification about* CONTRACTOR *programs, the CSR will answer the question and close the file.*
- *If the request requires action on the part of* CONTRACTOR*, the CSR will enter a work order for the appropriate department to address the matter, end the telephone call, and produce an online work order in InfoPro, which must be closed out within two days.*

Each time a customer calls CONTRACTOR, CSRs enter into a daily record all questions and complaints; each call input includes date, time, customer's name and address if they are willing to provide this information, and the nature, date and manner of the resolution. Under the new contract, any calls received via answering service will be inputted and entered no later than the following day, other than Saturday, Sunday and Holidays, when calls will be input on the next work day. All e-mails are currently logged and the customer is contacted within 24 hours.

Dispatch maintains a log of all orders requiring driver action. Upon receipt of the work order

Exhibit 8

CUSTOMER SERVICE PLAN

needing completion that day, dispatch contacts the appropriate driver and provides instruction as to what is needed to complete the order. In addition, each driver contacts the dispatch after they've completed their assigned route. At this time, the dispatcher will relay any orders the driver needs to complete and will also advise the driver if their assistance is needed in the event of a breakdown on another route.

Depending on the nature of the customer concern, and if the issue has been flagged as a priority, the Dispatch Office radios the Supervisor in charge of the specific route in question, who in turn contacts the driver for resolution of the complaint. CONTRACTOR route supervisors are in the field working in their assigned area, which enables them to meet a driver at the customer's location to resolve the issue as quickly as possible.

Drivers will document all same-day service orders on their route sheet and note each one as completed when they turn in their paperwork at the end of their shift.

Missed Pick-Ups, Late Setouts, Spills, and Litter Resulting from Collection

After processing a work order for a missed pick-up, late setout, or spills and litter resulting from collection, the CSR will notify dispatch with specific information regarding the work order. This information, also communicated to the route supervisor, is maintained as an open work order until the route supervisor and/or driver radios back to the CSR that the task has been completed.

To provide an efficient and effective mechanism to monitor the work orders, a summary report of all open work orders daily is printed and distributed to the entire management team. The report includes name and account number, service location, reason for call, time of call, and actions being taken. Operations information will be sorted by route supervisor area and distributed to the appropriate route supervisor for review. Customer service notes are reviewed by an assigned CSR and all notes are closed within two business days.

Containers in Need of Repair, Replacement, or Exchange

Drivers are charged with reporting all containers in need of repair. Once reported, either by customer or driver, a work order is entered into InfoPro and forwarded online to the container delivery department. Then either a supervisor vehicle or a container delivery vehicle will be directed to the customer address for container delivery. Upon delivery of the container, the supervisor and/or container delivery driver will note that the container has been delivered. The work order is then closed by the operations clerk, pending sign off by the driver and supervisor.

Customer Service Training and Monitoring

CONTRACTOR has developed comprehensive customer service training that has been

Exhibit 8

CUSTOMER SERVICE PLAN

specifically tailored to the Los Angeles Area market and even further tailored to individual communities CONTRACTOR serves. There are two primary components to this training: 1) training schedule; and 2) accompanying materials and resources.

Before new CSRs are allowed to handle phone calls on their own, they undergo an extensive training course that orients them to the general business, to the specific services CONTRACTOR provides, and to their roles and responsibilities in meeting CONTRACTOR's commitments to the CITY of San Fernando and its residents and businesses. This strong training foundation is pivotal to CONTRACTOR's local success at achieving above-average call response and call waiting metrics. All Customer Service staff receives quality-based performance reviews and ongoing training in the most advanced customer service techniques. Interactive training tools and resources for Customer Service Managers are located on CONTRACTOR's internal website.

The training program is entitled Element K and includes in-depth training modules such as Building Strong Customer Relationships, and Customer Service Via Phone and E-mail, as well as Excellence in Technical Customer Service. Each module contains several components. Additionally, as indicated previously, all CSRs are monitored for their call quality, where calls are recorded, evaluated, and reviewed with management. During the review, Supervisors coach employees on soft skills including courtesy, how to be more pro-active, and one-call resolution

State of the Art Telephone System

In 2008 CONTRACTOR Services invested in a new state of the art Internet Protocol (IP) Telephony network, powered by Cisco Systems Inc., which included a new telephone system for the Santa Fe Springs contact center. Immediately after its deployment, the center substantially improved telephone reliability, contact center reporting, and quality assurance (call monitoring). Statistically the center made significant increases to its center metrics, grade of service by 11 percent in 2009 and average speed of answer decreased by 5 seconds, while the abandoned call rate declined to less then 3 percent; In 2011, Santa Fe Springs established itself as a leader among CONTRACTOR Services contact centers and provides superior customer experiences to its customer base.

The Cisco phone system provided new and improved reporting features, including real time data thru Cisco Supervisor Desktop and Webview historical reporting. These functions are crucial to managing contact centers and play a key role in meeting metrics. Most recently the center has achieved a less than 9 second average speed of answer and an 87 percent year to date grade of service.

The new phone system also made significant improvements to monitoring capabilities and quality assurance. Leadership staff now benefit from the ability to monitor real time calls or capturing calls for coaching purposes. Previously, monitoring calls was a manual process

Exhibit 8

CUSTOMER SERVICE PLAN

with a digital recorder; which caused barriers between capturing and coaching. Agents at the Santa Fe Springs contact center benefit from weekly coaching and quality assurance development. With Cisco monitoring features, supervisor and agent collaborate to improve overall customer experiences.

Performance Measures

CONTRACTOR's customer service performance is measured by four programs:

1. ***External Secret Shopper Program***

CONTRACTOR hired BARE International to be third-party secret shoppers. The review form can be found later in this section and further details at http://www.bareinternational.com

2. ***Customer Service Monitoring – Customer Service Manager***

The local Customer Service Manager monitors each CSR at least once each month. A review form can be found later in this section.

3. ***Customer Service Monitoring – Customer Service Supervisors***

CONTRACTOR Customer Service Supervisors listen in on at least five calls each month. It provides them with an opportunity to hear the types of calls coming in and ways that the supervisors can better instruct drivers – our first line of customer service. A review form can be found later in this section.

4. ***Customer Surveys***

Cicero is a CONTRACTOR that uses a sampling methodology to survey our customers in all of our divisions. Key performance indicators include:

- *Service Delivery: Missed Pick Up, Extra Pick Up, Container Satisfaction, Container placement, Container Area Cleanliness, and Container movement (Delivery, Exchange, and Removal).*
- *Problem Resolution: 1st Call Resolution, Communication, Representative Concern, Problem Resolved Satisfactorily, Time Spent on hold, Ease of Contact*
- *Communication: Customer Service Knowledge, CSR Courtesy, Needed Information is Provided, Billing Accuracy, Billing Readability.*

The above provides measurement of service standard success from the customer point of view. Delivery teams can develop and implement corrective action plans and service delivery data fosters a shared ownership of customer satisfaction with customer service, sales, and operation delivery teams.

The customer surveys are reported on a quarterly basis to all Division General Managers and to be shared with the management team.

Service Call Response Matrix

CONTRACTOR is proud of the service it provides to customers. At a minimum,

Exhibit 8

CUSTOMER SERVICE PLAN

CONTRACTOR customer service standards are as follows, with the goal to always meet these metrics.

- *Answer customer calls within five rings (about 25 seconds).*
- *Have a call abandon rate of less than three percent.*
- *Have a "one call" resolution experience*

To receive monitoring scores of 90 percent or greater, calls are monitored for quality daily, and scored immediately. Coaching and feedback is provided the same day.

All new accounts will be personally contacted after their first month of service, after they have received scheduled service and an invoice. CSRs verify they are right-sized with their container, verify driver courtesy and overall service.

CONTRACTOR produces a scorecard every week to chart our customer service response and delivery. Management analyzes the information and works to identify and solve any roadblocks to success.

Customer Account Management

Aside from its professionally trained and supported dedicated employees, the backbone of CONTRACTOR's customer service management is its customized account management software application, InfoPro. There are several modules built into InfoPro, including:

Customer Maintenance. This is the main customer database. Billing information, service location, container specifications, and rate information are the primary components of it. The information contained in this module generally drives the other modules.

Customer Service. This module is used by CSRs to allow easy access to almost any part of the InfoPro system so that customer inquiries can be answered expediently without a transfer to a specialist. Call in service requests are entered here.

Dispatch. This module allows for daily dispatching of scheduled, permanent routes and container delivery.

Routing. From the information keyed in to Customer Maintenance, a routing record is created based on input from CONTRACTOR's routing program, Route Editor.

Vehicle Maintenance. All pertinent information regarding vehicles is entered into this module, such as vehicle make, model, serial number, number of axles, axle capaCITY (weight distribution), engine type and number, and fuel tank capaCITY. Vehicle maintenance activities are recorded against the respective vehicle in this module.

InfoPro captures and uses data to produce a number of helpful reports. Examples of InfoPro production reports include:

- *Route Productivity Analysis*
- *Route Downtime Analysis*

Exhibit 8

CUSTOMER SERVICE PLAN

- *Customer Service History*
- *Customer Service Report*
- *Daily Operating Summary*
- *Blocked/No Service Report*
- *Daily Fuel Report*

Container inventory is tracked and managed in InfoPro as well. Inventory is broken down into container type, size, numbers in inventory that are available for use, number in inventory in need of repair, and number in inventory stored at a remote location. This component is automatically updated by the dispatching module as container delivery/removal routes are updated.

InfoPro also produces a number of Divisional management reports to assure each Division is meeting or exceeding performance quotas and corporate standards.

Billing Procedures

CONTRACTOR has extensive experience in residential, multi-family and commercial billing and currently bills several of its Cities for solid waste collection services similarly to San Fernando. CONTRACTOR has the infrastructure and billing system for direct billing to any type of residential, multi-family and commercial customer along with any special detail or billing messages requested by the CITY. CONTRACTOR bills are easy to understand, detailing service levels and corresponding charges, and contain self-addressed envelopes for payment. Listed in *Section 3-Qualifications* are numerous municipal references (including those of comparable size to the CITY's service area) in which CONTRACTOR provides residential, multi-family and commercial billing services.

As indicated in the *RFP, the Agreement* and corresponding addenda, residential and multi-family and commercial cart customers will receive billing every two months for the preceding service period. If during a month a service unit is added or deleted CONTRACTOR will prorate the bill based on the weekly service rate. Multi-family and commercial bin customers will receive billing monthly and debris box customers will be invoiced upon completion of service.

Invoices will include a notification message with important reminders, holiday schedules, and any other information the CITY would like conveyed. Special education and outreach materials may be included with invoices. Customers will have the means to pay bills through cash, checks, credit cards, through the website (with password protection).

CONTRACTOR will develop and maintain a state-of-the art **website** for the CITY inclusive of all the information required in the *Agreement.*

Collection Procedure

Exhibit 8

CUSTOMER SERVICE PLAN

As is the current procedures, all invoices are due and payable within 30 days. If payment has not been received within 45 days a reminder notice will be sent. This letter will notify the resident that a late fee will be applied to the account on the first of the following month, approximately 61 days from the initial invoice date.

If an account remains unpaid after 60 days, CONTRACTOR will send the customer notice that all service none other than refuse service will be suspended if payment is not made within an additional 30 days. Notice will be on a form approved by the CITY. CONTRACTOR understands the CITY is not responsible for nor will assist with the collection of delinquent accounts. In the event of a billing dispute or to avoid negatively impacting the public health or safety, CONTRACTOR will continue to provide service to any customer if directed to do so by the CITY, without regard to the status of the account. Additionally, CONTRACTOR may report to the CITY Representative on a monthly basis SFD customers whose account is 90 days past due and MFD accounts 45 days past due.

Establishing a Local Kiosk for Billing and Customer Support

CONTRACTOR understands and appreciates the CITY's concern for a smooth transition that is least disruptive to the residents and business but also CITY Staff. CONTRACTOR has listened to this concern and proposes to address this by providing a local customer service and billing kiosk offering residents, businesses and CITY staff additional support with the transition, and ongoing. CONTRACTOR's proposes to rent a full workstation from the CITY at a rate to be agreed upon by the CITY and CONTRACTOR. CONTRACTOR's kiosk will provide local billing assistance including receiving cash payment, provide direct customer service assistance, access to public outreach information, municipal liaison and other personnel involved in the CITY of San Fernando contract. CONTRACTOR proposes to provide this kiosk within CITY Hall to ensure residents and businesses can easily make payments and also provide customers and CITY staff the opportunity to redirect questions, concerns and/or service changes to CONTRACTOR's team for swift resolution. During the transition and on an ongoing basis the goal of this representative will also be to support the "San Fernando Recycles" program to ensure customers are educated and invigorated about the new recycling programs and opportunities.

CONTRACTOR proposes the following kiosk service hours (these hours may be revised by CONTRACTOR and the CITY):

- Monday through Friday - 4 hours per day from January to March 2014
- Monday, Wednesday, Friday – 4 hours per day after April 2014

Customer payment methods will include: cash, check, credit card, internet payment service or automatic withdrawal from a bank. CONTRACTOR's primary Customer Service Center, as specified throughout this section, is also available for additional hours.

Invoices will be produced in InfoPro and transferred to CONTRACTOR to a specialty

Exhibit 8

CUSTOMER SERVICE PLAN

contractor for printing and mailing. Invoicing is integrated with InfoPro's general ledger and accounts receivable modules. Invoicing features allow for tax and fee administration, such as for franchise and late fees.

CONTRACTOR is familiar with San Fernando's customer billing requirements. CONTRACTOR will work with the CITY with respect to its billing requirements, such that the Agreement outlines specific requirements for billing customers in arrears for two months service.

CITY Provided Billing Inserts

The CONTRACTOR understands that CITY may provide educational and other material for inclusion in the invoices and will provide this service free of charge to the CITY, such that the inclusion of such materials does not exceed the cost for standard postage for mailing. CONTRACTOR will also provide quarterly newsletters to residents as an enhancement at no additional charge.

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Most important to note is that CONTRACTOR is proposing a program that will position the CITY over the long-term to meet the State's 75% diversion goal by the year 2020. CONTRACTOR is committed to supporting the CITY in its goal to restore fiscal solvency, and to be sustainable, not only programmatically and environmentally but for the entire CITY's long-term prosperity. To meet this goal, CONTRACTOR is committed to a two-bin Source Separated Recycling (SSR) system or commingled recycling , as referenced in the RFP, for multi-family dwelling (MFD) and commercial bin customers as its *Base Proposal* for several reasons:

- A two-bin system with SSR generates clean loads of recyclable materials, which is in keeping with a highest and best use philosophy. Cleaner recyclables allow for high-grading of commodities, which generate higher revenues. This helps to offset and stabilize customer rates.
- A two-bin system creates opportunities for recycling awareness and good recycling behaviors amongst residents. CONTRACTOR is especially concerned about the message a one-bin system (with waste and clean recyclables,) sends to children, who are being taught to understand the consequences associated with landfilling materials. A one-bin system with backend processing of waste is out of alignment with environmental curriculum.
- Most importantly, given CONTRACTOR's in depth waste management experience we believe, in this scenario it is of utmost importance to be able to dissect the CITY's waste stream in order to analyze and further ascertain opportunities to increase diversion and augment recycling participation within each CITY sector, in order to reach 75% diversion 6 years from the contract start date, *by 2020*. The Diversion and Public Education Plan's provided in this *Proposal* align with this approach.

Charts A, B, and C, which follow, confirm CONTRACTOR's understanding of the scope of work to be done and to convey the collection methodology and additional collection programs it will use to accomplish the scope of work outlined in this *Collection Operations Plan*

Chart A: Residential Service

Requirement	CONTRACTOR Approach
Weekly automated **Refuse** collection services with 65-gallon carts.	CONTRACTOR will deploy one Compressed Natural Gas (CNG) automated sideloader collection vehicle listed in *Section 4B- Collections Operations* with new grey/black carts for consistency with current service, serviced Monday through Thursday only.
Smaller sized 32-gallon and larger 96-gallon **Refuse** container upon customer request. Up to (2) 96 gallon carts at no cost.	CONTRACTOR will make a full range of solid waste containers available to customers. With the increased outreach planned and described in *Section 5B*, there is a real possibility of customer migration to smaller MSW containers.
Weekly automated **Recyclable material** collection services with 65-gallon cart.	CONTRACTOR will implement with CNG automated sideloader collection vehicles and a new 65-gallon blue cart, serviced Monday through Thursday only.

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

Larger size 96-gallon **Recyclable material** cart upon customer request, for a maximum of (2) 96 gallon carts at no additional cost.	CONTRACTOR will make a full range of recyclable waste containers available to customers. With the increased outreach planned and described in *the Public Education Plan*, there is a real possibility of customer migration to additional Recycling containers.
Weekly automated **Green/Organic waste** collection services with 65-gallon carts.	CONTRACTOR will implement with CNG automated sideloader collection vehicles listed in *Section 4B- Collections Operations* with a new green cart for consistency with current service, serviced Monday through Thursday only.. Holiday trees collection service are collected by the green waste route and per contract specifications. Holiday trees drop-off service will be implemented with the CONTRACTOR's CNG Roll-Off vehicle.
Larger 96-gallon **Green/Organic waste** container upon customer request, for a maximum of (2)-96 gallon carts at no additional cost.	CONTRACTOR will make a full range of green waste containers available to customers. Should the CITY approve the organics collection program alternative, the container specifications will remain the same.
Four (4) on-call Bulky Item Collections not to exceed two (2) items per pick-up and four (4) cubic yard.	CONTRACTOR will provide six (6) unlimited bulky item pick-ups with a flatbed vehicle in conjunction with the service day.
Used Motor Oil and Filters Collection Service	CONTRACTOR will implement unlimited free curbside used motor oil and filter collection service with CITY approved containers and will also receive used oil and filters at the CONTRACTOR's yard.
Universal Waste Collection Service	CONTRACTOR will provide unlimited curbside universal waste collection service and will also receive universal waste at the CONTRACTOR's yard.
Sharps Collection Service	CONTRACTOR will provide on-call collection of Sharps as an optional service for residents for an additional fee. CONTRACTOR will provide 100 free Sharps collection containers annually for seniors, as specified in *the Diversion Plan*.
Diversion/Education Enhancements	• **My CONTRACTOR Rewards Program, Books Recycling** • **Neighborhood Watch Clean-Up** and **Community Recycle Rewards Block Party** • **Compost Workshops and Compost Bin Discount** • **Free Sharps for Seniors** (limit 100) and Semi-Annual Community Paper **Shred Days** • Annual **Cesar Chavez Scholarship Program** for San Fernando College bound student • Bulky item collection programs feature non-compaction equipment to facilitate reuse or recycling. • Enhanced **good corporate citizen** involvement.

Chart B: Multi-Family/Commercial Service

Requirement	CONTRACTOR Approach
At least weekly automated **Refuse** collection services with frontloader bins in sizes 1.5, 3, 4, and 6 cubic yards or carts.	CONTRACTOR will implement with two Compressed Natural Gas (CNG) frontload collection vehicles and specified bins. Service frequency and container size is based on a number of factors including waste generation rates, customer preference, collection point access, and space constraints. CONTRACTOR will achieve contract diversion rates through the plans described in *the Diversion Plan*. Cart service will be offered same as SFD.
Assembly Bill 341 and Commercial **Recycling** Ordinance	CONTRACTOR guarantees compliance with all Federal, State, and Local regulations and requirements governing recycling programs and diversion. Recycling and diversion plans are described in *the Diversion Plan.* Service frequency and container size is based on a number of factors including recycling generation rates, customer preference, collection point access, and space constraints.

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

Green waste collection service	CONTRACTOR will implement with Compressed Natural Gas (CNG) collection vehicles with bins or new green carts for consistency with current service.
Food waste collection service	Through the initial recycling opportunity assessments, CONTRACTOR will target businesses generating significant amounts of food waste to offer enrollment with its food waste program. The program will be carted and serviced with the automated collection equipment indicated in subsection *A – Vehicles*, ensuring each enrolled customer has adequate capacity.
Bulky item collection	CONTRACTOR will provide 2 free bulky item collection events for MFD customers and commercial customers for an additional cost, utilizing the bulky item collection.
Universal waste collection Service	CONTRACTOR will provide unlimited free curbside universal waste collection for MFD Customers and Commercial customers will receive 3 free of charge, on regularly scheduled collection days. Both MFD and Commercial customers will receive free universal waste pick-up service at the CONTRACTOR's yard.
Holiday tree drop-off (MFD customers only)	Holiday trees drop-off service will be implemented with the CONTRACTOR's CNG Roll-Off vehicle. As an enhancement, CONTRACTOR will also offer MFD customers free curbside collection of holiday trees upon request.
Sharps collection service (MFD customers only)	CONTRACTOR will provide Sharps as an optional service for residents for an additional fee. CONTRACTOR will provide 100 free Sharps collection containers dedicated for seniors, as specified in *the Diversion Plan*.
Diversion/Education Enhancements	• CONTRACTOR will personally visit all MFD and commercial businesses and perform **recycling opportunity assessments** during the transition period to investigate the waste stream and provide information on green waste, food waste diversion and single stream recycling options available. • CONTRACTOR will target commercial customers with significant amounts of recyclable materials in the waste stream to increase levels of single stream recycling in the MFD/commercial sector. • CONTRACTOR will provide **on-site workshops and technical assistance/employee training** where needed or requested by customer. • MFD customers will also receive **FREE Recycling Tote Bags** at the contract onset • All bulky item collections will feature non-compaction equipment to facilitate reuse or recycling to the greatest possible extent.

Chart C: CITY Services/Other Collection Services

Requirement	CONTRACTOR Approach
Weekly **Refuse** collection services with carts, bins or debris boxes.	CONTRACTOR will implement with CNG collection vehicles listed in *Section 4B-Collections Operations* with new grey/black carts for consistency with current service, bins or debris boxes.
Weekly **Recyclable material** collection services with carts, bins or debris boxes.	CONTRACTOR will implement with CNG collection vehicles listed in *Section 4B-Collections Operations* and new blue carts for consistency with current service, bins or debris boxes.
Green waste and/or **Organic material** Collection Service with carts, bins or debris boxes.	CONTRACTOR will implement with CNG collection vehicles listed in *Section 4B-Collections Operations* with new green carts for consistency with current service, or bins or debris boxes. Organic material will be carted.
Public Containers Collection at 78 Locations three days per week (Including liners, enclosures and surrounding debris)	CONTRACTOR will implement with CNG sideloader collection vehicles to service public containers. In addition to the required locations, CONTRACTOR will also service CITY sponsored events and other community events, as described in the *Education Plan.*
Special event solid waste collection service/large item/bulky Item collection/CITY Projects/Holiday Trees	CONTRACTOR will offer and provide carts, bins, debris boxes or cardboard boxes for CITY sponsored events and other CITY projects as indicated in the Agreement. Debris boxes will also be provided for holiday tree drop off service for the two weeks following

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

	December 26th.
Used Motor Oil and Filters Collection Service	CONTRACTOR will implement unlimited used motor oil and filter collection service with CITY approved container, at the CITY's corporation yard.
Annual Green Waste Shred Day	CONTRACTOR will sponsor an annual shred day for customers shredding of large green waste material. CONTRACTOR will work with the CITY to coordinate and provide free compost and mulch. Additional Earth Day events are proposes, offering up to 100 trees to plant or provide to residents or schools, as indicated in the *Public Education Plan.*
Quarterly Drop-off and Compost Donation Event	CONTRACTOR will sponsor and conduct quarterly drop off and or compost donation events for additional recyclable waste material as described in the *Diversion Plan.*
Universal Waste Collection Service	CONTRACTOR will provide unlimited curbside universal waste collection service and will also receive universal waste at the CONTRACTOR's yard.
Sharps Collection Service	CONTRACTOR will provide on-call collection of Sharps as an optional service for residents for an additional fee. CONTRACTOR will provide 100 free Sharps collection containers dedicated for seniors, as specified in the *Diversion Plan.*
Diversion/Education Enhancements	• CONTRACTOR currently provides LAUSD with recycling education and outreach and will continue to provide this for current LAUSD schools and will extend to non-LAUSD Schools in the CITY. For this contract, CONTRACTOR will also: • Annual **$10,000 towards Community Investment Fund** • Annual **Cesar Chavez Scholarship Program** for college bound student • **Dedicated Customer Service/Outreach/Billing Kiosk at CITY Hall** • **Annual Community Recycling Block Party** and **Neighborhood Watch Clean-Up** • **Books Recycling, Compost Workshops and Compost Bin Discount** • **Free Sharps for Seniors** (limit 100) and Semi-Annual Community Paper Shred Days • Anti-Scavenging Programs • Provide additional collection as needed by the CITY for CITY projects and events at no additional charge. • All bulky item collections will feature non-compaction equipment to facilitate reuse or recycling to the greatest possible extent. • Enhanced **good corporate citizen involvement**.

Other Specific Collection Services

CONTRACTOR will provide the specific collection services listed below according to the specifications in the *Agreement* and also referenced in the previous *Charts A, B, C*. Additionally, because CONTRACTOR is a partner the County can count on, and as further evidence that CONTRACTOR is offering service additional services above and beyond the requirements of the *Agreement*, CONTRACTOR offers the service enhancements conveyed in Charts A, B and C, in addition to all services identified in the CITY's *Agreement.* Other specific collection services are described in the narrative that follows. For additional information about how customers will be educated on the "how to's" for all proposed collection services please refer to-*Public Education Plan.*

Six On-Call Bulky Item Pickups per Year Without Additional Cost – Residential

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Two On-Call Bulky Item Pickups per Year Without Additional Cost – Multi-Family

Quarterly Bulky Item Drop Off Events

Per the *Agreement* CONTRACTOR will provide the above listed scheduled bulky collection services for unlimited amounts of the following materials, within 24 hours advance notice by the customer.

- Bulky Items: Furniture, bedding, mattresses, box springs, lumber, tires, and so forth.
- Covered and Consumer Electronic Devices: Covered e-waste such as computers, computer peripherals, telephones, answering machines, radios, stereo equipment, and so forth.
- Major Appliances/White Goods: Refrigerators, water heaters, stoves, and so forth.

CONTRACTOR will provide collection of these materials at the customer's designated set-out site on the customer's regularly scheduled collection day. CONTRACTOR will use a combination of frontloaders and flatbed vehicles for the collection of the above materials, the specifications of which are outlined in subsection *A-vehicles* located within this Section.

High Diversion Bulky Item Waste Collections

Bulky item collections for SFD and MFD customers, will be conducted according to the above listed schedule. Bulky Item collection to the extent feasible will take place without the use of compaction equipment to preserve the value of the materials for potential reuse.

Universal Waste Curbside Collection Program

CONTRACTOR will take any amount of U-waste set at the curb for recycling. Small electronic waste items such as cell phones may be placed on top of the recycling cart so they are not missed. Larger items may be placed next to the recycling cart. Should collection crews encounter large amounts of e-waste, workers will radio dispatch to send a bulky item collection crew out right away to pick up the materials. Residents may place household batteries and compact fluorescent light bulbs in ziplock baggies on top of their recycling carts for collection. All drivers will have secondary containment on their trucks to store small quantities of batteries and light bulbs during route collection activities. Batteries will be deposited into larger containers/drums at the Sun Valley facility for collection by CONTRACTOR's battery removal vendor.

Used-Oil and Filters Collection

CONTRACTOR will implement unlimited free curbside used motor oil and filter collection service with CITY approved containers and will also receive used-oil and filters at the CONTRACTOR's yard.

Holiday Tree Collection

Beginning December 26th and extending for the first ten regularly scheduled collected days annually, CONTRACTOR will provide curbside collection of all holiday trees. All holiday trees are collected utilizing regular collection equipment and personnel during this period. To remind customers about the holiday tree collection program and to convey guidelines, the CONTRACTOR may send out holiday tree collection information in billing statements or in newsletters, in the period just prior to the holiday season.

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

As an enhancement, CONTRACTOR will collect holiday trees from multi-family premises from regular collection points upon request. The CONTRACTOR will also provide a holiday tree drop off for the first two weeks following December 26th at a location designated by the CITY Representative for additional holiday tree collection.

Sharps Collection– Enhancement for Seniors

Within one week after a residential customer request, CONTRACTOR will provide customer, at the customer's residential premise without surcharge to that customer or to the CITY with an approved sharps container that has at least one gallon capacity for discard of sharps in accordance to the applicable law, and if further requested, a pre-paid postage container for mailing the approved sharps container in accordance with Applicable Law. **As an enhancement, CONTRACTOR will allocate 100 free one-gallon sharps containers each year for Seniors.** CONTRACTOR will include information and education regarding the sharps program (including information about free Sharps for seniors) in outreach efforts and will coordinate with local law enforcement and fire departments to provide outreach materials at public facilities.

CITY Services

CITY Facilities Collection

The implementation and collection of refuse, recyclables, green waste, food waste, used oil and debris boxes from CITY facilities will be managed identically to commercial/MFD customers. Also, these facilities are blended in to the routing/collection assumptions included in this section.

CITY Sponsored Events

CONTRACTOR will provide debris boxes, bins, carts, or cardboard boxes (lined with plastic bags) for capturing recyclables, green waste/organics and construction and demolition material at the following CITY sponsored special events or other events as deemed by the CITY in Exhibit 4 of the Agreement.

CONTRACTOR will supply a coordinator to work with the CITY and other community/civic groups to assist in the planning of these events. CONTRACTOR will provide clearly labeled containers, public information, and will work with the CITY to monitor containers and collection points to ensure adequate capacity during events. CONTRACTOR's commitment in being a partner the CITY can count on, is to work to make each event successful, and to tailor the approach as necessary in order to do so. CONTRACTOR will provide planning services and provide the required services for the following events at least; CONTRACTOR has special expertise to share relative to several of the events, marked with an asterisks.

Current Sponsored Events:

- Cesar Chavez (Mar)
- Heritage Days (Jun)

Additional CONTRACTOR Proposed Events:

- Relay for Life*
- Little Leagues (by request)*

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

- Fourth of July (Jul)
- Summer Concerts (Aug)
- El Grilo (Sept)
- Menudo-Cook Off (Oct)
- Christmas Tree Lighting (Dec)
- Green Waste Shred Event
- Composting Workshops*
- School Fundraising Activities*
- E-Waste Recycling Collection Event
- Paper Shred Day*
- Earth Day Celebration*

CITY Street Receptacles and Public Collection

Public containers will be collected utilizing the bulky item collection crew and equipment. CONTRACTOR has allocated sufficient room in its routing for the collection of the public receptacles. The collection crew will scan the area for litter cans that require service first thing each morning 3 days per week on Monday, Wednesday, and Friday. CONTRACTOR will ensure that refuse is separated from recyclables to optimize diversion. This will be accomplished with a front loader, they will have a broom and shovel to clean any refuse dropped. Before departing the CITY they will check in with their supervisor/dispatch so any litter cans that require an additional service will serviced at end of day.

The Route Supervisor will also be on hand to inspect for any overflow and will dispatch the nearest residential route to service overflowing containers immediately.

Annual Green Waste Shred Day

CONTRACTOR will sponsor and coordinate with the CITY Representative a green waste shred day for customers shredding of large green waste material. CONTRACTOR will offer residents free compost and mulch during the event at no additional cost. Mulch and compost will be provided in roll-off containers and CONTRACTOR's team will be on-hand and available to offer residents the compost and mulch individually. CONTRACTOR will also provide free compost and wood chips for CITY sites as needed.

Emergency Collection and Disposal Services

This value-added program is well-developed, fully operational, and ready to implement; it is discussed at the conclusion of this section.

A. VEHICLES

All vehicles meet and exceed the highest equipment specifications and safety standards in the industry. CONTRACTOR ensures all vehicles meet all specifications set forth in the *RFP* and this proposal, and are and will continue to be fully compliant with all environmental standards, rules, and regulations including those set forth by the US EPA, CAL/EPA, the California Air Resources Board (CARB), and the South Coast Air Quality Management District (SCAQMD). In addition, any new vehicle purchases will comply with SCAQMD Rule 1193. **For this contract, frontline collection equipment for solid waste, recyclable materials, and green waste and/or organics will consist of alternative fuel vehicles – compressed natural gas (CNG).**

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

CONTRACTOR will allocate a combination of 7 frontline vehicles and an adequate number of support vehicles to meet the unique needs of the residents and Service Area, as indicated in the *Equipment Chart* located at the end of this subsection. **All of CONTRACTOR's frontline equipment for this contract will be CNG-powered.** CONTRACTOR's Sun Valley Division has a CNG fueling station installed on its premises. Other items of note that pertain to all collection vehicles, regardless of line of business include:

- Frontline collection vehicles will be labeled/identified as per the CITY's *Agreement.*
- All collection vehicles are stored in a secure and sanitary location: CONTRACTOR's Sun Valley Division operations yard.
- Regarding service, containers will be returned, upright, to their original set-out location.
- Drivers are also required, through CONTRACTOR policy and consistent with *Agreement* terms and conditions, to clean up any litter attributable to collection activity.

Equipment

The chart below indicates the frontline vehicles CONTRACTOR will utilize to make collections in the CITY of San Fernando, including vehicle type, model, year of manufacture, and anticipated remaining useful life as of the date of inventory.

Equipment List

Line of Business	No. of Units	Vehicle Type	Make	Model	Engine	Body Model	Year	Remaining Life
Residential/Cart Customers								
Trash	1	ASL	Autocar	Expeditor	Cummins ISL	Heil	2011	11
Recyclables	1	ASL	Autocar	Expeditor	Cummins ISL	Heil	2011	11
Organics	1	ASL	Autocar	Expeditor	Cummins ISL	Heil	2011	11
Commercial/MFD Bin Customers								
Trash	1	FEL	Autocar	Pacific	Cummins	McNeilus	2012	12
Recyclables	1	FEL	Autocar	Pacific	Cummins	McNeilus	2012	12
Organics/ Food Waste	1	FEL	Autocar	Pacific	Cummins	Mcneilus	2012	12
Industrial								
Roll-Off*	1	R/O	Autocar	Amrep	Cummins	Amrep	2013	12
Special Services								
Bulky Item Collection	1	Stake-Bed	Navistar	4300	International DT	Maxin	2006	6
Total Size of Dedicated Fleet	7	-	-	-	-	-	-	

Delivery Guarantee

CONTRACTOR will utilize 2011 vehicles to commence franchise services in the Service.

Vehicle Specifications

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Vehicle Type	Fuel	Axels	Gross Weight	Maximum Load Capacity	Turning Diameter	Number of Collection Compartments
Residential Equipment	CNG	3	34540	54999	N/A	1
Commercial Equipment	CNG	3	38140	54999	N/A	1
Roll-Off	CNG	3	28000	32000	N/A	1
Flatbed	DIESEL	2	8000	10000	N/A	1

Benefits of Proposed Collection Vehicles

Residential Automated Curbside Collection: CNG Residential Automated Sideloaders

The residential side-loading collection vehicles specified are ideally suited for the solid waste and recyclable materials collection tasks required for the CITY's residential single family dwelling (SFD) and multi-family dwelling (MFD) cart customers, maximize productivity, and therefore increases the quality of service delivery to CONTRACTOR customers. The specified collection equipment also offers maximum flexibility for the residential collection applications contemplated in this proposal. These automated sideloaders will be used in the Service Area to collect residential refuse, recyclables, and green waste /organic material. In compliance with the *RFP* and CONTRACTOR's own policies, each collection vehicle will be equipped with a shovel, broom and spill kits. A system of mirrors and cameras aids drivers in operating the arm in making proper, accurate collections. Also as outlined in the previous subsection, these vehicles will accommodate the following collection applications:

- ***Fully Automated Collection:***
  This procedure involves the collection of carts placed at curbside and not obstructed, such that collection can be made in a fully-automated manner, without the driver dismounting the vehicle.

Commercial Collection: CNG Frontloaders

The commercial front-loading collection vehicles specified are specifically selected for the solid waste, recyclable and green waste/organics materials collection tasks required for the CITY's commercial and multi-family dwelling (MFD) bin customers, maximize productivity and are lightweight, and therefore increase the quality of service delivery to CONTRACTOR customers. The specified collection equipment also offers maximum flexibility for the commercial collection applications contemplated in this proposal. These automated front loaders will be used in the Service Area to collect commercial refuse, recyclables, and green waste or organic material. In compliance with the *Agreement* and CONTRACTOR's own policies, each collection vehicle will be equipped with a shovel, broom and spill kits. A system of mirrors and cameras aids drivers in operating the arm in making proper, accurate collections.

Industrial Collection: CNG Roll-Off Vehicle

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

CONTRACTOR will operate one CNG roll-off vehicle for the CITY of San Fernando industrial collection service. The Roll-off vehicle selected will be manufactured by Autocar with Amrep frames. The vehicle will be equipped with automatic tarps for fast and complete covering of open top containers prior to transport. The roll-off truck will be equipped with a revving cylinder system (as opposed to a wench system) for lifting boxes onto the truck frame. This system is faster, stronger, and safer than the traditional wench system included with many roll-off units.

Bulky Item Collection, Universal Waste and Other Ancillary Collection Applications: Flat Bed Truck

CONTRACTOR will operate one flat bed vehicle with a lift gate for the collection of bulky items that cannot be compacted, such as white goods, e-waste, and covered electronic devices, as well as for cart delivery and exchange requests. The vehicle specified is a 24-foot flatbed trucks.

Maintenance Vehicles/Pick-Up Trucks

CONTRACTOR will utilize fully equipped road call maintenance vehicles to provide service in the field in order to respond to collection vehicle calls for assistance or repair. The cab and chassis will be manufactured by Ford and the truck will be fully equipped with compartments, tools, supplies, an air compressor, and other items to provide quick response and dependable road call service as needed.

Environmental Benefits of Proposed Collection Vehicles

The aforementioned information captures the benefits of the collection equipment CONTRACTOR has specifically selected for the CITY of San Fernando. The information provided below is intended to address the CITY's request to provide information on how the vehicles proposed will reduce air emissions, and reduce wear and tear on CITY streets.

- ***Right-Sizing Service:*** CONTRACTOR will right-size services levels/container capacity such that collection points look consistently clean and neat. This collection system creates an aesthetic appearance whether or not containers are placed within an enclosure. This collection system also ensures routing is optimized such as to reduce traffic and wear and tear on streets by ensuring service is consistent with customer needs.
- ***Maximum Legal Payloads:*** Routes are configured and wheel weight distributions expertly engineered to maximize payloads/efficiency and minimize CONTRACTOR's carbon footprint.
- ***Quiet :*** Ten CNG vehicles produce less noise while idling than one diesel collection vehicle idling. CNG-powered vehicles also reduce greenhouse gas emissions by approximately 23 percent over diesel models. ***CONTRACTOR is proud to convey all of the frontline equipment, comprising of 7 total vehicles, selected for San Fernando are CNG.***
- ***Routing:*** All route activities will be conducted during the District's specified hours. The operations base from which each route is dispatched is determined based primarily upon optimizing efficiency, however, CONTRACTOR's thorough, dynamic routing approach also enhances worker/public safety, reduces carbon inventories, and minimizes street wear and tear. There are two components to routing: mapping and data confirmation, and route balancing.

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Mapping and Data Verification: CONTRACTOR uses a sophisticated software program called *Route Editor* in tandem with its customer database to plot and develop routes. All driver activities and offload sites are taken into consideration in the route development process.

Route Balancing and Finalization: Route supervisors review proposed routes to document travel paths. Special treatment is given to areas where children are frequently present; in addition to the schools themselves this also includes playgrounds, parks, community centers, and libraries. Finally, routes are balanced to ensure that volumes/tons collected are equalized between them, and that when all productivity assumptions and driver activities are factored in hours worked are also equalized between drivers to the greatest possible extent. Route Editor technical information will be provided to the CITY upon request.

Environmental Stewardship

Additionally, CONTRACTOR's commitment to the environment is evident in its maintenance shop practices, where everything that can be recycled, is recycled, including:

- Motor Oil
- Hydraulic Oil
- Antifreeze
- Oil, Transmission, and Fuel Filers
- Tires
- Metal Parts
- Batteries
- Brakes

Communications to Track and Monitor Collection

Each vehicle has two-way radio and monitoring equipment with Network Fleet Global Positioning System (GPS) for efficient communication with our office, dispatcher, customer service representatives, route supervisors, and other field personnel. Network Fleet is accessible from any computer, easy to use, customizable, and offers data access management features for unlimited users. Field, office, and dispatch personnel have cell phone and radio communication capabilities to maintain the highest level of access and communication with our office, dispatch, and CITY personnel.

Field communications are conducted utilizing Nextel cellular phones/two-way radios. Field communications are directed through Dispatch to Field Supervisors and Drivers. The CONTRACTOR's workorder system ensures all requests are completed.

CONTRACTOR's Nextel phones employ Nextmail technology, which allows for the transmission of a voicemail message in the form of an email to an individual or group. This feature is based on walkie-talkie technology—providing additional reliability. To use the feature, Dispatchers press the talk button on their handset and record their message, which is then transferred to the driver(s) as an email with an embedded link to click on to listen to their message. This allows for the transmission of global messaging

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

to all drivers, to select drivers, or to a single driver. CONTRACTOR has communications protocols in place to ensure all requests are closed each day.

Vehicle Maintenance and Safety

All collection equipment—both vehicles and containers—are maintained at the CONTRACTOR's Sun Valley operations base. CONTRACTOR's fleet of vehicles undergoes the most extensive preventive maintenance procedures in the industry, which leads to a safer, more efficient, and environmentally sound collection process. CONTRACTOR vehicles undergo rigorous preventive maintenance procedures and comprehensive pre- and post-trip inspections which exceed industry standards to ensure the highest level of performance and safety while on route and minimal downtime. These procedures, along with CONTRACTOR's route optimization program and quick disposal turn-around, translates into fewer trucks and truck time on the streets, less air and noise pollution, less wear and tear on the infrastructure, less traffic congestion on public streets, and an enhanced level of safety in the community.

CONTRACTOR has a well-established vehicle maintenance program that includes tracking and recording detailed maintenance history of every piece of rolling stock. The CONTRACTOR keeps accurate and detailed maintenance logs—available to CITY personnel for inspection upon request—identifying each vehicle by unique identification number, date purchased, dates of routine maintenance, dates of any additional maintenance, as well as a description of the maintenance performed. Recently, CONTRACTOR has implemented a new maintenance initiative entitled *One Fleet*. Information about the program is included in an attachment located at the conclusion of this subjection. **If for any reason a vehicle cannot be repaired in a reasonable amount of time an alternate vehicle will be deployed to complete the route. Due to the CONTRACTOR's close proximity to the CITY, CONTRACTOR has the ability to deploy a vehicle within a half hour.**

Tracking and Reporting of Equipment Maintenance and Repairs

CONTRACTOR's reporting system for tracking vehicle maintenance, vehicle performance, and adherence to CONTRACTOR policies relative to such is called *Dossier*, which enables CONTRACTOR to produce weekly reports that are used by the Division Maintenance Manager to monitor performance and take appropriate action steps when necessary to enforce compliance with CONTRACTOR policy and procedure. Some of the maintenance-related reports the *Dossier* system produces and which are also covered in weekly maintenance and operations meetings are:

- Maintenance Cost per Vehicle Report (with high-cost trucks noted)
- Road Call Report
- Towing Report
- Drive Compliance and Error Report
- Mechanic Productivity Report
- Fuel and Meter Report
- System Code Spreadsheet Report
- Preventive Maintenance (PM) Report (with overdue PM sub-report)

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

Vehicle Inspection Reports – Vehicle Scheduled Maintenance

Key to the preventive maintenance program is daily completion of vehicle inspection reports. This is done by the collection vehicle's assigned driver, and includes both a pre- and post-trip inspection. Drivers check fluid levels, lights, tires, and other safety-related areas of their truck and indicate on the inspection report any defects or deficiencies found that day. Shop personnel review the report and check any items marked by the driver as being questionable or problematic. Mechanics then make any needed repairs before the vehicle returns to the route. Furthermore, each vehicle undergoes a thorough and comprehensive preventive maintenance inspection (PMI) every 150 hours of service. This inspection is conducted by a trained and certified brake inspector, according to USDOT requirements. The vehicle is inspected from the top to the bottom and the front to the rear including, but not limited to: tires, air pressure, brakes, air system, safety camera system, gauges, engine, cooling system, hydraulic system, batteries, and general overall equipment operation. The vehicle is thoroughly lubricated and fluids sampled and changed if required. If repairs are needed, all priority repairs are completed prior to the vehicle being returned to service; repairs that can be are scheduled to be completed at the next service. PMIs are set at different levels ranging from PMI-A to PMI-E. Each level represents a more intense inspection and/or requires different fluid levels changed, e.g. oil, hydraulic, coolant, differential, and so forth.

Vehicle Scheduled Cleaning, Appearance and Information

CONTRACTOR maintains its solid waste and recycling collection fleet in clean condition and in excellent repair at all times. All vehicle parts and systems are checked by maintenance staff according to CONTRACTOR's established maintenance procedures and the manufacturer's recommended preventive maintenance schedule to ensure that the vehicles operate properly and safely. CONTRACTOR's route drivers are required to conduct pre- and post-trip vehicles inspections, as referenced previously in this section, as part of the daily routine in order to assure all equipment is operable and safe before use. CONTRACTOR washes all collection vehicles at least once a month at a wash station to ensure vehicles clean appearance conforming to Best Management Practice guidelines for non-point source pollutants, and in accordance with the *Agreement*. CONTRACTOR's vehicles will appear with the following information on the outside: CONTRACTOR name, telephone, vehicle identification number and vehicle driver alert sticker information (further information regarding the driver alert safety program is provided under *Safety*.)

Vehicle Signs

As indicated in the draft *Franchise Agreement*, CONTRACTOR's vehicles are equipped with frames that are capable of securing signs in the dimensions provided (at least six inches high on each side and the rear of the vehicle.) Consistent with the *Agreement*, CONTRACTOR will not install signs except those promoting recyclable materials and organics waste programs. CONTRACTOR will work with the CITY and obtain the CITY Representative's approval prior to producing and installing vehicle signage.

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Equipment Safety Features

All CONTRACTOR collection vehicles are equipped with the following items to assure both public and employee safety during all on-route and off-route operations:

- ABS braking system
- Rear vision camera
- Back-up alarm
- Battery disconnect
- Safety triangles
- Fire extinguisher
- Dual air horn
- Prutsman 7 x 16" West Coast Mirrors
- Dual convex safety mirror
- Body hoist, arm, rear door warning alarms
- Rear working strobe warning light.

The back-up cameras, LED lighting, back-up lights audible warning devices, and yellow hazard lights are activated when the vehicle is forced to maneuver in safety sensitive areas, ensuring the highest level of safety on public streets. In addition, as previously stated each vehicle is equipped with a broom, shovel, spill kit, and emergency equipment to manage most incidents that may occur on-route.

Reserve Fleet

CONTRACTOR maintains a reserve fleet comprised of a sufficient number of units to be used in the event that a route truck is removed from service for either routine maintenance or due to downtime for necessary repairs. If a route truck must be removed from service during the collection day, a back-up collection vehicle will be dispatched and put into service within one-half hour of the time the breakdown occurs. Service interruptions due to mechanical breakdowns on route will be further minimized since the CONTRACTOR's solid waste, recycling, and green waste routes are serviced by the same type of collection vehicle (identical cab, body, engine, and capacity), which means that all trucks in the reserve fleet will be available to provide back-up for either type of service.

B. CONTAINERS

Automated Carts

CONTRACTOR proposes to procure new residential carts that will be injection molded (with the name of the CITY, type of materials to be collected and with instructions for proper use) and manufactured by Otto Industries meeting CITY Specifications.

CONTRACTOR has secured a guarantee from cart manufacturer Otto Environmental to produce and deliver to CONTRACTOR's Sun Valley Division a sufficient inventory of carts that match the CITY's specifications as outlined in the *Agreement*.

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

CONTRACTOR has outstanding rapport with the manufacturer. See the letter guaranteeing manufacture and delivery of the carts on the following pages of this subsection. Otto Environmental carts meet all specifications outlined in the *Agreement.* Container Specifications are as follows:

Container Chart

Automated Cart Specifications	**Refuse Carts** *Residential Sizes:* *65 gallons = default size* *96- and 32- gallon also offered.*	**Recycling Carts** *Residential Size:* *65 gallons= default size* *96- and 32- gallon also offered.*	**Green/Food Waste Carts** *Residential Size:* *65 gallons= default size* *96- and 32- gallon also offered.*
Color	**Dark Grey/Black**	**Blue**	**Green**
Dimensions for 65 gallon Container	Overall height: 42.3", Loading Height: 39.1", Overall width 25.125", Overall depth: 29.5", Minimum Grip Diameter: 24"		
Dimensions for 65 gallon Container	Overall height: 42.3", Loading Height: 39.1", Overall width 25.125", Overall depth: 29.5", Minimum Grip Diameter: 24"		
Dimensions for 95 Gallon Container	Overall height: 38.5", Loading Height: 36.25", Overall width 18.88", Overall depth: 22.50", Minimum Grip Diameter: 17.7"		
Shape	Contoured body optimized for automated lifting equipment		
Wheel	32g-8", 65 & 95g – 10"		
Base Structure	The bottom of the container has molded in wear ridges that extend around the bottom perimeter. The wear ridges protect the container from abrasive wear on hard surfaces and add structural support to the container base.		

Benefits of Automated Carts Selected

Lids: Containers have lids which continuously overlap the container body and that:

- Prevent intrusion of water, rodents, and other vectors.
- Prevent odor emissions.
- Enables the complete flow of materials from the container while being emptied.

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Body Design: Containers are engineered such that

- They are weighted to mitigate toppling over while empty due to wind and other factors.
- They are easy to maneuver.

Recycled Content: Containers are engineered such that

- They are made of at least 30% after-market recycled material
- They are made of at least 50% of virgin resin to ensure that the plastic has the integrity to withstand the "robust" use it gets from truck lifters and grabbers.

Manufacturer Warranty: Containers are covered such that

- The manufacturer's warranty for the carts is ten (10) years against manufacturer defects.
- More specifically, the warranty covers failure in normal and regular use due to improper or inadequate materials or defective workmanship, for a period of 10 years from date of shipment.

Bins

Debris Bins will be provided ranging in size from 1 to 6 cubic yards capacity. The bins will be freshly painted at the start of the new Collection Services Agreement and will be labeled, painted, laminated or embossed with a unique identifications number and the type of materials to be collected.

Debris Boxes

Debris boxes will be provided ranging from 10 to 40 cubic yards to residents and businesses on an as needed basis. Debris boxes will be newly painted, property marketed and in good working order.

Container Past Experience

As inferred in CONTRACTORs *References* and *Experience Citations* provided in *the CONTARCTOR's proposal*, the CONTRACTOR has ample experience in coordinating the delivery, exchange and/or refurbishment of containers through the many local transitions and program start-ups the CONTRACTOR has conducted in Los Angeles County. As the largest holder of exclusive integrated waste management services contracts in Los Angeles County holding long-term exclusive solid waste collection contracts with 27 municipalities in the Los Angeles, CONTRACTOR has experience with every type of cart, bin and debris box container and for the purposes of this contract, CONTRACTOR has specifically selected the identified manufacturers which the CONTRACTOR has extensive experience providing quality, durable and reliable containers. CONTRACTOR services over 225,000 residential curbside accounts and approximately 16,000 commercial/industrial accounts within the 27 exclusive contacts has consistently used the manufactures presented throughout our contracts located in the CITY and County of Los Angeles.

Otto Environmental Systems specifically is selected as the manufacturer of choice for the CITY of San Fernando to make waste and recycling in the CITY a more sustainable process. Throughout many of CONTRACTOR's newly transitioned Cities, CONTRACTOR has witnessed the benefits of utilizing these carts including their level of recycled content, the use of fewer materials in their manufacturing process, the longevity of their products and ease of cleaning. The plastic and steel axels both utilize recycled

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

content which meet the direction of the CITY of San Fernando's goals. Otto carts are also molded and assembled in the USA. Additionally, raw material for recycling bins is sourced 100% domestically.

Container Capacity

CONTRACTOR affirms the containers selected provide sufficient capacity based on the requirements in the *Agreement.* Additional container specifications including but not limited to volume capacity and load.

Container Maintenance, Cleaning, Standard Appearance

CONTRACTOR will maintain a sufficient inventory during the term of this Agreement for replacements and exchanges. Whenever a container is delivered to a customer, regardless of the situation, it will be clean and in excellent working condition. The container will be labeled as indicated in the *Agreement* with the name of the CITY, type of materials to be collection, and instructions for proper use. All collection equipment—both vehicles and containers—are maintained at the CONTRACTOR's Sun Valley operations base. CONTRACTOR will perform an annual inspection and cleaning of bins and debris boxes once each agreement year, at no charge to the CITY or customer. At this time, CONTRACTOR will inspect all bins used for refuse, recycling, organic waste, and debris boxes once a year and will replace those bins or containers needing cleaning or repair with clean bins or containers that are in proper condition and remove the dirty or faulty bins or containers for cleaning or repair.

Attachment: Container Guarantee

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Otto Environmental Systems (AZ), LLC

901 N. Tweedy Road
Eloy, AZ 85231
Telephone (877) 385.8460
Facsimile (520) 466-3463

August 7, 2013

Mr. James Pledger
General Manager
Republic Services
9200 Glenoaks Blvd
Sun Valley, CA 91352

Re: City of San Fernando

Dear Mr. Pledger:

This letter confirms Otto Environmental Systems will supply all residential containers needed for Republic Services to be used in the upcoming contract in the City of San Fernando. Otto Environmental Systems' residential containers have a ten year, non-prorated warranty and meet or exceed all requirements pursuant to the RFP documents issued by the City of San Fernando. Otto Environmental Systems has already slotted adequate production time in our Eloy, Arizona manufacturing facility to ensure all containers will be produced within the designated time frame. Should additional containers be needed as the distribution is occurring, we will react accordingly so that all service requirements are met by Republic Services.

Otto Environmental Systems has an Assembly and Distribution plan in place to ensure that all carts are delivered to the residents within the designated contract timeline.

Additionally, Otto Environmental Systems has a history of successfully supplying containers recently used in large scale rollouts throughout Southern California and North America.

As such, we are capable of branding and/or labeling carts in order to meet or exceed all specifications as outlined by the City of San Fernando.

If you have any questions or require additional information please give me a call. Thank you for considering Otto Environmental Systems as your supplier of residential containers for the City of San Fernando.

Respectfully,

Christopher J. Sauritch
Director of Sales Western Division

A Subsidiary of Otto Industries North America, Inc.

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

C. ROUTE OPERATIONS

Number of Vehicles

CONTRACTOR will allocate a combination of 7 frontline vehicles (all CNG) and an adequate number of support vehicles to meet the unique needs of the residents and businesses in the Service Area

Routes

Preliminary routing assumptions are presented in the cart below. CONTRACTOR understands the CITY's interest in reducing service dates and reducing wear and tear on CITY streets. **The following San Fernando Collection Details chart demonstrates that CONTRACTOR has achieved a reduction in the number of SFD collection days, by eliminating Friday as a service collection day.** Collection services will be coordinated to the CITY's street sweeping schedule and parameter as outlined in the *Agreement*.

San Fernando Collection Details

Residential Routes			Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		
#s	Type	Truck Type	Hours	Loads	Hours	Loads	Hours	Loads	Hours	Loads	Hours	Loads	Hours	Loads	Total Hours
1	T	RSL	11.5	2	11.5	2	11.5	2	11.5	2					46
1	R	RSL	11	1	11	1	11	1	11	1					44
1	GW	RSL	11	2	11	2	11	2	11	2					44
1	Bulky	RSL	5	1	5	1	5	1	5	1					20
Commercial Routes															
2	T	FEL	22	4	22	4	22	4	22	4	22	4	16	2	126
1	SSR/GW	FEL	10	1	10	1	10	1	10	1	10	1			50
Industrial (Debris Boxes)		**Routes**	Hours	Loads	Hours	Loads	Hours	Loads	Hours	Loads	Hours	Loads	Hours	Loads	**Total Hours**
1	All	RO	12	10	12	10	12	10	12	10	12	10	8	6	68

Legend – Route Types: T = Trash; G=Green Waste; SSR = Source Separated Recycling;
Legend – Truck Types: RSL = Residential Sideloader; FEL = Frontloader; RO = Roll-Off

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Staffing Chart

CONTRACTOR will assign one professionally trained driver to each route and more than adequate staffing for all route operations, maintenance and customer service. Based on the current operating assumptions, CONTRACTOR will require one driver per vehicle with 3 passes per account by commodity (MSW, Recycling and Green Waste or Organics.)

The Employees not named in the Organization Chart in the CONTARCTOR's proposal and involved in daily operations that pertain to the route operations, including drivers, mechanics and customer service personnel are included in this Staffing Chart

Activity	Drivers
Residential	3
Commercial/Multi-Family	3
Roll-Off	1
CITY Services	1
Maintenance	
Mechanics	13
Call Center /Billing Representatives	
Customer Service Representatives *Local call center.*	48
Dedicated CSR/Outreach Billing	1

Dedicated Drivers

CONTRACTOR's experienced drivers have been serving the Greater San Fernando Valley area for many years. These drivers are incredibly familiar with the routing and operations of CONTRACTOR Services cities, and they take pride in serving the community, the neighborhoods, the residents, and customers with unique service needs. CONTRACTOR's drivers are committed to adhering to the safety requirements when traveling within the area. CONTRACTOR honors our drivers not only for their daily commitment to service and for completing our rigorous safety training programs, but the CONTRACTOR also honors and award our drivers for providing value-added service that goes above and beyond their daily charge, as referenced in the additional programs depicted on the following pages in this section.

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

Driver Responsibilities:

- Perform complete pre- and post-operation inspection of the vehicle in accordance with CONTRACTOR policy to ensure tire pressure, fluid levels, safety equipment, gauges, and controls are in proper working order. Report any safety issues on standard reports.
- Safely operate his or her heavy truck along his or her designated route and to the disposal site; read route sheet, follow map and service each customer as identified on the route sheet or as assigned by the dispatcher and/or supervisor.
- Operate manual and/or automatic controls in accordance with CONTRACTOR safety policies and procedures to lift and load refuse, operate compactor and dispose of collected material at the designated facility.
- Courteously interact with all customers, dispatchers and others on a daily basis to ensure all customer routes are serviced in a timely manner.
- Identify unsatisfactory waste containers and tag containers in accordance with applicable departmental procedures.
- Continuously monitor waste for evidence of unacceptable waste.
- Clean area around an accidental waste spill, ensuring adherence to all applicable safety standards and policies.
- Continuously monitor the condition of the vehicle to ensure it is operationally ready at all times to minimize down time; clean waste from the packer blade and truck body on each disposal trip.
- Complete required route/productivity sheets, VCRs and other reports, as required.
- Maintain adherence to required productivity standards for the department to ensure all customers are serviced in a timely and efficient manner.
- Follow all required safety policies and procedures.
- Actively participate in the CONTRACTOR's ReSOP program.
- Perform other job-related duties as assigned.

Vehicle Advantages/Disadvantages

CONTRACTOR is proud to emphasize all of the frontline equipment, comprising of 7 vehicles, selected for San Fernando are CNG. CONTRACTOR recognizes ten CNG vehicles produce less noise while idling than one diesel collection vehicle idling. CNG-powered vehicles also reduce greenhouse gas

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

emissions by approximately 23 percent over diesel models. One of the disadvantages of CNG vehicles is the reduction in capacity due to the additional weight of the CNG fuel tanks.

Communications to Track and Monitor Collection

Each vehicle has two-way radio and monitoring equipment and Network Fleet Global Positioning System (GPS) for communication with our office, dispatcher, customer service representatives, route supervisors, and other field personnel. Field, office, and dispatch personnel have cell phone and radio communication capabilities to maintain the highest level of access and communication with our office, dispatch, and CITY personnel. Provided below is a detailed quality control plan, called *Driver Service Management (DSM)* which has been implemented in the Sun Valley division to ensure extensive driver check-in and provide superior customer service.

Quality Control

To ensure extreme reliability and a consistently high level of customer service, the Sun Valley Division has implemented a CONTRACTOR quality control program called *Driver Service Management* (DSM).

Driver Service Management includes an extensive driver check-in process. Regular auditing of paperwork to ensure procedures are consistently and correctly followed provides another tier of monitoring. The program carries a guaranteed commitment to address and completely resolve all driver issues within seven days of discovery. Other key benefits of this program include:

- Increased driver communication and accountability with CONTRACTOR management.
- Improved documentation and resolution of driver issues.
- Improved customer service: for example, reduction in misses and accurate reporting of overages.
- Improved on-route safety.

The program is monitored and conducted by a CONTRACTOR Driver Service Coordinator, whose responsibilities include:

- Conducting pre-route briefing with drivers;
- Conducting post-route briefing with drivers;
- Entering and monitoring DSM issues;
- Running and distributing reports.

Drivers are responsible for observing and recording issues while performing collection duties, and interacting with the Driver Service Coordinator during the pre- and post-route briefings and reporting issues each day.

The following CONTRACTOR department managers receive daily reports from the Driver Service Coordinator each day: customer service, maintenance, operations, sales, and safety. CONTRACTOR's General Manager is responsible for stepping in to expedite resolution of critical issues as necessary.

The objective of the pre-route briefing is to ensure all drivers have the necessary tools to run their routes safely, competently, and with great accuracy each day. The Driver Service Coordinator reviews the following topics during the briefing:

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

- Confirms the driver is wearing the proper uniform and gear: clean uniform and personal protective equipment (PPE).
- Confirms the driver has the necessary route paperwork: sequenced route sheets and special/extra paperwork.
- Confirms the driver has completed the pre-trip vehicle inspection report (VCR).
- Expresses CONTRACTOR expectations that the entire route will be completed that day.

During collection activities, drivers are instructed to make notes on their route sheets throughout the day.

The objective of the post-route briefing is to collect all valuable route information from each driver. Driver Service Coordinators must complete the post-route briefing section of the *Driver Check-In* form and drivers must sign the form before clocking out each day. Topics covered are conveyed in the post-route information sheets included at the end of this section.

Finally, Driver Service Coordinators are responsible for entering new issues into CONTRACTOR's computer system on the day the item is reported during the post-briefing. Issues are assigned to the appropriate department in this process. For example, customer service will receive issues such as billing concerns and questions; operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining to safety items such as low hanging wires or dangerous container locations; and maintenance will be forwarded issues such as container repair/replacement needs.

The Driver Service Coordinators are responsible for generating and distributing reports to the appropriate CONTRACTOR managers for resolution. They are also responsible for follow-up and tracking of open items. Should an item remain open for longer than seven days, it is forwarded to the General Manager to bring matters to a quick resolution. CONTRACTOR's OSC program auditor reviews all documentation and processes regularly to ensure full compliance. The following reports are issued through this program:

1. *Driver Services Issues Cover Sheets* are printed automatically each day for any route that has associated issues and is distributed to drivers along with their daily route sheets.
2. *Open Issue Reports* are run daily by department managers and includes the day's new issues.
3. *Aged Open Issue Reports* are run by the Driver Service Coordinator as needed and is intended to bring awareness to the General Manager of challenging issues that need to be closed out.
4. *Closed Issue Reports* are posted weekly in the driver break room to increase driver awareness.

List of Vehicle Collection by Material Type

The Equipment Chart located in Exhibit provides information for the type of material each vehicle will collect.

D. FACILITIES

The facilities CONTRACTOR will utilize by program type are listed below, including the facility name, owner, location, capacity and distance from the CITY centroid. CONTRACTOR guarantee's capacity for all commodities between our own facilities and third party facilities listed below.

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Facilities

Program	Facility/Owner/Location	Distance from CITY	Capacity
Single Stream Recycling	Sun Valley Paper Stock Owner: Allan CONTRACTOR 8701 San Fernando Road Sun Valley, CA 91352	7 miles	750 Tons per day
	Contingency: Conservation Station Owner: Randfam Inc 20833 Santa Clara Street Santa Clarita, CA 91351	14 miles	200 tons per day
	CVT Recycling Center /MRF Owner: CONTRACTOR Services 1131 N Blue Gum Street Anaheim, CA 92806	51 miles	6,500 tons per day
Municipal Solid Waste Collection	Sunshine Canyon Landfill Owner: CONTRACTOR Services 1131 N Blue Gum St. Anaheim, CA 92806	5 miles	6,500 tons per day
	Contingency: Chiquita Landfill Owner: County of LA 29201 Henry Mayor Drive Castaic, CA 91384	19 miles	6,000 tons per day
Green Waste Collection	Conservation Station Owner: Randfam Inc 20833 Santa Clara Street Santa Clarita, CA 91351	14 miles	200 Tons per day
	Contingency: Community Recycling Owner: Crown Disposal 9189 DeGarmo Avenue Sun Valley, CA 91352	7 miles	1,700 Tons per day
Organic Waste (Food and Green Waste)Collection	Community Recycling Owner:Crown Disposal 9189 DeGarmo Avenue Sun Valley, CA 91352	7 miles	1,700 Tons per day
Construction and Demolition Materials Collection	Conservation Station Owner: Randfam Inc 20833 Santa Clara Street Santa Clarita, CA 91351	14 miles	200 tons per day
	Contingency: Falcon Refuse Center and Transfer Station Owner: CONTRACTOR Services 3031 East I Street Wilmington CA, 90744	39 miles	1850 tons per day

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Refuse to Energy Facility	Commerce Refuse To Energy Facility Owner: County of LA, Sanitation District 5926 Sheila Street Commerce CA, 90040	30 miles	1000 tons per day
Operations Yard	CONTRACTOR Services, Sun Valley Owner: CONTRACTOR Services 9200 Glenoaks Blvd Sun Valley, CA 91352 **CNG fueling at this location*	6 miles	N/A

E. SAFETY

Safety Requirements: Comprehensive Policies, Procedures and Training

CONTRACTOR and its employees maintain strict compliance with all applicable Cal-OSHA and Federal, State, and Local safety requirements while performing all work related functions. These requirements include extensive training and testing, maintaining compliance with all relevant on and off-road policies and procedures, and wearing of suitable clothing, gloves, and shoes, and so forth. CONTRACTOR has very low occurrence of incidents/accidents due to its CONTRACTOR-wide emphasis on safety, and the extensive training and on-going educational programs that CONTRACTOR uses and continues to develop. CONTRACTOR requires all of operations personnel to participate in extensive in house (off truck) training and testing as well as on road auditing and policy reinforcement.

- **ReSOP Program**
  This training process includes on route auditing (by a Supervisor) of our drivers and routes through CONTRACTOR's Safety Observation Program (ReSOP). ReSOP auditors use a detailed checklist and program for identifying compliance and non-compliance with a variety of driver and helper vehicle operation and collection operation policies and procedures, with corresponding corrective action steps and follow-up actions.

- **Zero Tolerance Safety Policy**
  CONTRACTOR owes it to customers and employees to take a zero tolerance position with respect to CONTRACTOR safety policies. In addition to standard disciplinary procedures or point policy enforcement of all safety rules listed in the CONTRACTOR's "Driver, Helper, & Equipment Operator Safety Guide", the CONTRACTOR has developed a list of specific safety violations that, when verified, will result in an employee's immediate termination for the first offense. While CONTRACTOR's position may be stricter than some other solid waste companies when it comes to certain of the violations under our zero tolerance policy, CONTRACTOR believes maintaining a zero tolerance stance will in the long term serve the best interests of our customers and our employees on the whole. We would be pleased to answer any questions the County may have regarding our Zero Tolerance Safety Policy.

- **Safety Meetings**
  CONTRACTOR's Operations, Maintenance, and Risk Management departments hold weekly and

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

monthly safety meetings and CONTRACTOR maintains a performance bonus program based upon the safety records. The amount of the safety rewards are significant and have served to create a tremendous incentive for CONTRACTOR employees to maintain the highest level of safety in the workplace and on County streets.

CONTRACTOR provides intensive safety training for all its employees to develop on-going awareness through a combination of annual training of all supervisory personnel and monthly tailgates for all collection crews. Tailgate topics are developed based on previous accident situations, potential for an accident to occur, or subject matter required under CAL/OSHA regulation. CONTRACTOR prepares well-developed tailgate sessions, provides appropriate translators to engage all employees, encourages open discussion and participation by all, and documents every session. Tailgate topics include, but are not limited to, the following:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry
- Workplace violence prevention

In addition, all CONTRACTOR vehicles are equipped with back-up cameras, LED Lighting, back-up lights, audible warning devices and yellow hazard lights that are activated when our vehicle is forced to maneuver in safety sensitive areas. CONTRACTOR drivers are trained to avoid congested areas and obstructions and to re-route in order to avoid these safety sensitive areas.

Safety Recognition Program

The CONTRACTOR Services *Safety Recognizing Excellence* Program is designed to identify, recognize and reward safety-sensitive employees in the CONTRACTOR who are dedicated to safety and excellence in their workplace. This program consists of two tiers that recognize and reward safety-sensitive employees who have excelled in key areas. Employee safety and excellence will be measured with six criteria which include no preventable accidents, no lost time injuries, no safety warning letters, and perfect attendance. Annually each employee who qualifies is recognized and wins an award.

Drivers' Alert System

CONTRACTOR is dedicated to continually identifying and correcting unsafe behavior. **All of our drivers**

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

are monitored through the Drivers' Alert System. When any call is made by the public via a phone number and unique truck number identified on a sticker applied to the rear of each vehicle, an alert goes out to the local management, safety and our president identifying the incident. The driver is then counseled and the event logged as part of our driver grading system. This is a closed loop system where once action has been taken to correct the behavior of the employee a report is submitted back to the Drivers' Alert System.

Driver Grading System

The Los Angeles Area of CONTRACTOR uses a grading system to rate safe driver performance and to identify those drivers who require additional training and monitoring. Each month any incident or Drivers' Alert is catalogued and evaluated relative to each driver. The frequency of events determines a grade. The organization then identifies at-risk drivers and focuses employee observations, in-cab ride-a-longs and training to correct driving behavior.

Working Condition Commitments and Policies

The CONTRACTOR's recent growth has been phenomenal, but the future for the CONTRACTOR and its associates holds even more potential. In order to continue to grow and operate its business effectively, CONTRACTOR places great importance on its human capital — the employees who have helped to bring CONTRACTOR this far. The CONTRACTOR recognizes that its employees are the most important CONTRACTOR asset.

CONTRACTOR endeavors to provide the very best working conditions, including a safe working environment, competitive pay and benefits, and many opportunities for professional growth. In addition, the CONTRACTOR has established a range of corporate policies and programs benefiting our employees in order to continue CONTRACTOR's tradition of excellence in creating a healthy, productive work environment for our employees. Some of these policies and programs are described below.

CONTRACTOR conducts its business according to the highest ethical standards. All CONTRACTOR employees have a right to work in a safe environment and each employee is responsible for insuring that business is being conducted according to applicable laws and regulations and the policies of CONTRACTOR.

Compliance Program

CONTRACTOR designed a compliance program to help employees understand both what is expected of them and how to accomplish these expectations. The program consists of a *Compliance Program Guide* that is given to every employee, a *Code of Business Ethics and Conduct* that establishes CONTRACTOR's guiding ethical principles and standards for conducting business, and *Corporate Policies* that are the specific compliance policies to which employees must adhere. This program makes compliance with high standards of business conduct mandatory for every employee. Employees are required to review the program and certify their understanding of their responsibility to abide by it. In addition, a Corporate Compliance Committee has been established to oversee and monitor the Program.

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

Corporate Policies

Summaries of Corporate Policies addressing working conditions include the following:

- **Alcohol and Drug Abuse**
  CONTRACTOR is committed to providing a safe and healthy environment with no tolerance for employees under the influence of drugs or alcohol who jeopardize the CONTRACTOR's commitment and may make driving, operational, or computational mistakes that may cause serious injury, death, or damage to CONTRACTOR or public property. We perform a very important and highly visible public service. We also compete for new business in a changing and competitive market. To do this, our employees must perform their jobs to the best of their abilities and with a clear mind.
- **Occupational Safety and Health**
  All CONTRACTOR employees are expected to follow safe work practices, comply with health and safety standards, and report unsafe conditions.
- **Non-Discrimination**
  It is the aim and responsibility of CONTRACTOR to maintain a fully qualified staff. CONTRACTOR's policy is to give equal opportunity in employment, training, compensation, promotion, termination, and other CONTRACTOR programs without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status, gender, sexual orientation. Employees are selected from qualified potential applicants based on ability, aptitude, education, experience, reliability, skill, training, and physical ability (with reasonable accommodations) to perform the job. Employment decisions shall comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Immigration and Nationalization Act, and any other applicable state and federal laws and regulations. Discrimination or harassment will not be tolerated from any employee, including supervisors or managers, or from any outsider dealing with CONTRACTOR. Employees are expected to report such incidents immediately.
- **Sexual Harassment**
  CONTRACTOR's policy is to maintain a work environment free from sexual harassment. Unwelcome sexual advances, requests for sexual favors, or other forms of verbal, visual, or physical conduct of a sexual nature are unacceptable, will not be tolerated, and are expected to be reported immediately. Any employee who feels that the CONTRACTOR has not met its obligation under the policy is urged to contact the director of human resources. An effective No-Harassment Policy depends on all employees working together to address this very important subject.
- **Wage and Hour Laws**
  CONTRACTOR will comply with all federal, state, and local wage and hour law requirements.Employees are required to report promptly all known or suspected violations of the law or the program to their manager, CONTRACTOR's legal department, human resources, or the Corporate Compliance Committee. Reports may be made directly or anonymously through the CONTRACTOR's toll free AlertLine. Reports of suspected violations will be promptly and thoroughly investigated, and employees who make reports in good faith will not be subject to reprisals. To the

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

extent permitted by law, CONTRACTOR will take reasonable precautions to maintain the confidentiality of both the person making the report as well as the person about whom the report is made. Employees who violate the law or CONTRACTOR's Program will be subject to discipline up to and including termination. Discipline is enforced in a fair and consistent manner, while the form of discipline is decided on a case-by-case basis.

Workplace Violence Prevention

The CONTRACTOR has a strong commitment to its employees to provide a safe, healthy, and secure work environment. CONTRACTOR maintains a Zero Tolerance policy when it comes to violence in the workplace. While CONTRACTOR has no intention of intruding into the private lives of its employees, it expects all employees to perform their job without violence toward any other individual and report to work without possessing weapons.

All employees are strictly prohibited from making physical, verbal, or written threats or engaging in behavior that is intimidating, threatening, harassing, coercive, abusive, or assaultive against any employee, CONTRACTOR representative, member of the public, vendor, customer, or any individual engaged in a business relationship with CONTRACTOR.

Assurances of Commitments to Labor Peace

CONTRACTOR is committed to labor peace. The CONTRACTOR believes the best and most rewarding employee-management relationship results from direct communication between employees and their management representatives. It is CONTRACTOR's practice to deal directly with its employees in the areas of policies, procedures, programs, and benefits.

Benefits

One way CONTRACTOR ensures labor peace is by providing appropriate CONTRACTOR benefits to our employees. CONTRACTOR offers a full range of benefits that typically includes group medical, dental, vision, and prescription drug insurance; life insurance; disability insurance; 401K retirement plan; leave of absence policies; medical leave of absence policies (for non-occupational disabilities); Family Medical Leave Act; personal leave of absence; bereavement leave; military leave of absence; jury/witness duty leave; workers disability; paid vacation; sick/personal time off; and paid holidays.

Job Opportunities

Another way CONTRACTOR facilitates labor peace is by offering adequate opportunities for job advancement. CONTRACTOR promotes and transfers employees based on our policy of equal opportunity employment. Qualified and experienced individuals who have demonstrated ability to assume greater responsibility will be considered for promotion.

During the introductory period of the new position, employees are involved in several orientation programs designed to acquaint employees with CONTRACTOR policies and procedures, work rules, and benefits; safety procedures; and position-specific skills. The orientation programs are also designed for

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

employees to ask questions regarding their duties and responsibilities.

During the first 90 days on the job, employees are expected to develop the necessary skills to perform the work assigned. The first 90 days are designed to give the CONTRACTOR a fair evaluation of employees' work habits and to give employees a fair chance to demonstrate their desire to become a regular employee. Once employees complete 90 days of service, they are considered regular employees and receive credit for the time already worked.

If the job situation is not beneficial to both parties, the employee may resign or CONTRACTOR may terminate or transfer the employee to another position. Union employees are governed by their specific union contract.

Performance Evaluations

It is CONTRACTOR policy to have employee work performance evaluated on an annual basis. Evaluations also serve as a line of communication between employees and supervisors. Supervisors prepare a written evaluation and will discuss the evaluation with employees, after which the evaluation report is placed in the employee's personnel files. Our annual performance review process also includes self-evaluations by CONTRACTOR employees.

Employee Training

CONTRACTOR takes great pride in the quality, aptitude, and high employee morale of its employee base and the in-house training and personnel advancement programs that the CONTRACTOR maintains. Throughout this proposal, CONTRACTOR discusses the various types of general training programs that it administers to its employees. CONTRACTOR employee training programs generally fall into four broad categories---(a) Pre-placement, (b) Special Skills, (c) Periodic (i.e., monthly, biannual, annual, and refresher courses, etc.), and (d) Remedial. The types and numbers of individual training procedures and programs that administered to employees, by job classification, are far too numerous to list in a proposal such as this, but the CONTRACTOR would be pleased to share with the County any additional information (including detailed listings of training courses and manuals) upon request. **The amount of time and resources that CONTRACTOR employs in the area of employee training is significant and at a level that it believes is unmatched by any of our competitors.** CONTRACTOR efforts to train and continually educate employees has translated into a higher level of employee morale, one of the best safety track record in the industry, a more productive work environment, better service to customers, a lower cost of operation, and an impeccable compliance record as a CONTRACTOR.

CONTRACTOR has the distinct advantage of having all of its personnel that will be servicing the CITY already in place. As such, CONTRACTOR will train existing personnel who already know the area on the CITY new systems, controls, policies, and procedures. *CONTRACTOR only uses highly trained and qualified personnel to service its jurisdictions.*

Integrity Interactive Ethics and Compliance Program

As part of CONTRACTOR overall employee training program and curricula, CONTRACTOR employees

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

are required to complete a variety of web-based interactive training courses in the area of integrity, ethics, and compliance.

The following is a listing of the types of courses that employees are required to complete, with the specific courses for each covered employee being a function of the job classification and duties of the particular employee.

Integrity Interactive Ethics and Compliance Program	
Antitrust Contact with Competitors	Making the Deal (Compliance Issues in Selling)
Code of Conduct	Preventing Workplace Violence
Confidentiality	Records Management
Conflicts of Interest and Gifts	Records Management
The Consequences of a Cover-Up	Respect and Responsibility
Drug-Free Workplace (Manager version)	Safety and Environment (in the Office/Non-
E-Compliance	Wage and Hour (FLSA)
Financial Integrity	CodeOne
The Government as a Customer	Corporate Citizenship
Government Procurement	Preventing Harassment
Insider Trading	Recognizing Harassment
Managing within the Law	

Hazardous Waste, E-Waste, and Universal Waste Management Protocol

The following information is provided in response to the CITY's request for hazardous, e-waste and universal waste management protocols.

CONTRACTOR's top priority is our dedication and commitment to a safety. The Unpermitted Waste Screening Protocol, provided below was established by the CONTRACTOR not only for the protection of our customers, and the communities we serve but also for our employees.

Unpermitted Waste Screening Protocol

The purpose of CONTRACTOR's *Unpermitted Waste Screening Protocol* is to prevent forbidden wastes from entering the waste stream through any of the weekly collection services or special services provided by CONTRACTOR, or to manage forbidden wastes inadvertently collected through weekly collection or special services under this *Agreement*. The Agreement defines unpermitted wastes as:

1. *Materials that are not Solid Waste, including Universal Waste*[1]*, household hazardous waste and other hazardous waste, medical waste, radioactive waste;*

[1] Universal Waste means "hazardous wastes that are universal waste (as defined and listed, respectively, in 22 CCR §66273.9, such as batteries thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment tape players/recorders, phonographs, video

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

2. *Waste tires in excess of the limitations prescribed in 14 CCR 17355(b) or reduced in volume as required in 14 CCR 17355(A);*
3. *Any other materials that cannot be Disposed of in class II sanitary landfills described in 27 CCR 20250.*

Employee Education

All new employees will receive training regarding unpermitted waste identification, safety, and notification procedures. Furthermore, local management, drivers, and customer service representatives will receive annual unpermitted waste screening protocol training. Drivers will be reminded about the importance of unpermitted waste screening protocol at each monthly safety meeting, and will receive additional training as needed based on field incidents. CONTRACTOR includes identification training of unpermitted wastes with special emphasis on hazardous wastes, flammable, combustible, and explosive materials. Upon contract award, CONTRACTOR will circulate its draft *Unpermitted Waste Screening Protocol* to the proper local emergency response agencies for review and input such that the final document reflects local agency emergency response policy and procedure.

Customer Education – Unpermitted Wastes

- **Education and Reports**

  As per the *Agreement*, CONTRACTOR will support the CITY in the development of CalRecycle reporting requirements and educational or public awareness program to educate customers about the identification, management, and proper disposal of unpermitted wastes. These materials will be developed in collaboration with CITY staff and distributed through an agreed upon schedule and distribution plan. This information will also be included in program guidelines and, if necessary, can be the top of any quarterly written materials.

- **Spot Checks**

  Because of the nature of the collection services being bid, CONTRACTOR will perform continual spot checks as it collects illegally dumped waste materials in the service area.

The following is CONTRACTOR's *Unpermitted/Spill Waste Response Plan*.

Unpermitted Waste and Spill Response Plan

In the event that any unpermitted waste or hazardous waste is disposed with the solid waste stream, immediate and appropriate action will be taken to contain and remove it. Operations personnel are trained

cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans and certain mercury-containing devices) exempt from the hazardous waste management requirements of chapter 6.5 Division 20 of the California Health and Safety Code and subject to the universal waste management requirements of Chapter 23 of Division 20 of the California Health and Safety Code."

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

both in unpermitted/hazardous waste identification and appropriate responses to unpermitted/hazardous waste incidents. Periodic training is provided and recorded in order to ensure skill proficiency. The following procedure is used for identifying and handling unpermitted/hazardous waste:

- Notification of unpermitted/hazardous waste disposed of in the waste stream will be communicated from the driver in the field to the dispatch center.
- Dispatch will notify field supervisor and management for determination of appropriate response level.
- Coordinating instructions will be issued and executed.
- Trained personnel will be assigned the task of inspecting any materials suspected of containing unpermitted/hazardous waste. Inspection involves identification of both labeled and unlabeled unpermitted/hazardous waste containers and materials.
- County emergency response agencies and the Director will be notified for oversight and assistance of public safety.
- An appropriate course of action/customer education based on the seriousness of the waste involved will be decided upon and taken.
- Should the driver determine, without any question or doubt, that the unpermitted waste is not hazardous, the following procedure is used:
- The unpermitted/nonhazardous item will be removed, placed safely back onto the premises and tagged with a noncollection notice indicating the reason for noncollection.
- The driver will immediately call the dispatch center and report the incident, including street address and time item was detected.
- Dispatch relays this information to customer service.
- A customer service representative will phone the customer to inform them of the event, why the item was left, direct them to proper alternatives for reuse or disposal of the item, and respond to any questions the customer may have.

In addition, since CONTRACTOR utilizes CONTRACTOR-owned transfer stations and landfill facilities for the disposition of material collected on route, the CONTRACTOR has a built-in multi-tier screening process, wherein unpermitted waste that may inadvertently enter the waste stream can be captured and recovered through the mandatory load-check and materials screening processes at these facilities.

Health and Safety Management Procedures

Please refer to the preceding pages of this subsection for specific details on CONTRACTOR's health and safety management procedures including, but not limited to CONTRACTOR' ReSOP program, Driver Grading System, and some of the Corporate policies and procedures regarding health and safety.

F. REPORTING

Detailed AB939 Monitoring and Reporting Program

CONTRACTOR's CITY Reporting Department is responsible for all CITY reporting including AB939

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

monitoring and reporting, which may be remitted electronically to the CITY. CONTRACTOR's CITY Reporting Department is extremely experienced in the type of reporting required in the *Agreement*, including monthly, quarterly and annual report submissions. The CITY Reporting Department will be responsible for tracking disposal by line of business (residential, multi-family, commercial, industrial or debris boxes and CITY services), and will show diversion by month and by site. In the CITY of San Fernando, additional program offerings will be captured on the reports, including bulky-item, CITY collection services, and proposed diversion programs, providing the CITY and CONTRACTOR an opportunity to monitor and evaluate the success of each diversion program over time, and with the support of full-time dedicated Recycling Coordinator. A *Diversion Program Timeline* is provided in *the Diversion Plan* which demonstrates additional milestones and tasks for monitoring the success of each diversion program. Additionally, because CONTRACTOR is committed to the CITY's success in meeting and exceeding the CITY and the State's diversion goals, the CONTRACTOR will provide a newly developed *monthly* Diversion Education Program Management tool for the CITY's solid waste franchise management.

Method for Tracking Tonnage

Each jurisdiction is assigned a separate account in CONTRACTOR's system and all inbound loads of recyclable materials are weighed when they arrive at the facility. The Sun Valley Paperstock facility for instance, similar to CONTRACTOR's Anaheim MRF, periodically takes a sample of mixed materials for each of the inbound jurisdictions. These samples are then sorted to achieve a material composition of the mixed recyclables, including the residual rate. That residual rate is then used to assign residual tonnage.

The function is performed by an employee who can accomplish several characterizations per day. This will allow for the development of metrics to minimize the amount of stray recyclables within the residue and focus market development efforts on potentially recyclable or compostable materials.

CONTRACTOR's CITY Reporting Department then completes disposal reports using the aforementioned reporting methods, including compiling tonnage information by origin. CONTRACTOR's CITY Reporting Department is also expressly familiar with each processing and disposal facility referenced in the *Facilities Chart* located. CONTRACTOR will work closely with each facility to track and monitor tonnage received at each respective location, capture the residual and receive regularly updated information from facility on the facilities average recovery rate, to ensure the CITY is receiving the most up to date diversion percentage for its tonnage.

Compliance

CONTRACTOR will identify, educate and monitor all commercial and multi-family customers required to be in AB 341 compliance. As San Fernando has adopted a mandatory minimum diversion guarantee of 50% based on tons collected, CONTRACTOR has developed a recycling plan that supports and educates both the State and CITY requirements to its multi-family and commercial customers. The implementation plan includes updating our website and print materials with information pertaining to both mandatory requirements. CONTRACTOR has partnered with its other local service areas to promote and meet

Exhibit 9

COLLECTION SERVICE OPERATIONS PLAN

mandatory recycling requirements with success.

Complaint Log

CONTRACTOR's CITY Reporting Department will provide a complaint log that details customer complaints such as missed pickups, derived from our InfoPro system, which is further detailed in Exhibit 8 - *Customer Service Plan*. During the transition period, CONTRACTOR's Customer Service Representatives and additional Billing and CITY Reporting staff will be expressly trained in the San Fernando Contract.

G. EMERGENCY SERVICES

CONTRACTOR has tremendous experience nation-wide in responding to natural disasters and other emergencies, and will assist the CITY with service requests relating to a major disaster or other emergency such as an earthquake, high winds, storm, tidal wave, riot, or civil disturbance. CONTRACTOR will also cooperate with CITY, state and federal officials in filing information related to a regional, state or federally declared state of emergency or disaster for which we have provided equipment and operations personnel. CONTRACTOR will dedicate its equipment used throughout the CITY as well as any back-up equipment which may be needed from our extensive fleet of route and spare vehicles, including special vehicles (such as flat-bed trucks or transfer trailers) which may be necessary.

CONTRACTOR is in a unique position to provide uninterrupted service to the CITY in these circumstances due to the multiple operating locations from which we can dispatch vehicles and multiple disposal sites (six CONTRACTOR-owned transfer stations and a landfill in LA County). In addition, CONTRACTOR invested significant resources in the development of an emergency response plan for all of its facilities and operation as well as facility and systems upgrades related thereto (i.e. communication equipment, computer fail-safe, back-up generators, vehicle tracking systems, etc.), which would also serve to provide additional systems and controls to ensure our continued operation and ability to assist the CITY in emergency conditions. This plan has been informed through the recent experience CONTRACTOR has gained in coping with large-scale emergencies, beginning with Hurricane Katrina, and most recently, Superstorm Sandy.

All CONTRACTOR management and operations personnel maintain two-way radio and cellular phone access. This access will be available to the CITY (along with home telephone numbers) for specific management personnel to be contacted in the case of an emergency. Upon request, CONTRACTOR will implement an emergency services plan and dispatch vehicles from our Sun Valley facility (or back-up site, if necessary) to service the CITY. CONTRACTOR will maintain continuous contact with designated CITY personnel in order to provide the CITY with status updates. All activities will be recorded and sent by fax or modem to the CITY daily (or more frequently if required under the circumstances). We will also coordinate and work with state, county or federal agencies as required, with particular focus on the identification and handling of hazardous materials that we may identify during the course of CONTRACTOR's emergency services operations.

If so requested, CONTRACTOR will provide the CITY with a detailed Emergency Services Response Contingency Plan, subsequent to contract award, and after meeting with the CITY to obtain additional

Exhibit 9
COLLECTION SERVICE OPERATIONS PLAN

information that may be relevant to the plan. This might include, for instance, locations and pertinent information related to local utilities, CITY departments that CONTRACTOR will interface with, CITY facility locations, commercial business or other locations in the Service Area that may be highly sensitive or critical in the case of an emergency (i.e. hospitals, government offices, power plants, industrial sites, police and fire stations, schools, etc.).

Additional Corporate Citizenship Programs Offered by CONTRACTOR

Emergency Collection and Disposal Service

A contract with CONTRACTOR also entitles the CITY not only to the emergency collection and disposal services, but the CITY will also be entitled to access CONTRACTOR Services' renowned Blue Crew emergency response team.

In the event of a major natural disaster, CONTRACTOR has a Disaster Plan that was borne out of CONTRACTOR's exceptional and immediate response to Hurricane Katrina and that continues to pass real tests in the field. In response to a major natural disaster, CONTRACTOR's considerable fleet depth will be pressed into service areas that require additional collection vehicles. In the case of a larger or regional event, spare equipment from other local divisions may not be sufficient. As in the case of Hurricane Katrina, parent CONTRACTOR Collection Services quickly mobilized equipment and personnel from other collection divisions to accomplish what would seem impossible. CONTRACTOR was on site, performing cleanup work in the Gulf Coast Region the day after the event, before any governmental agency was deployed and working.

With five full fleet operations in the Southern California area, CONTRACTOR is positioned to quickly respond to emergencies should they occur. The CONTRACTOR's regional processing facilities infrastructure ensures processing and disposal capacity of the materials collected.

These are some of the resources available to the CITY if it should ever be stricken by a major disaster or other emergency such as an earthquake, high winds, storm, riot or civil disturbance. The CONTRACTOR will also cooperate with CITY, State and Federal officials in filing information related to a Regional, State and/or Federally-declared state of emergency or disaster for which CONTRACTOR has provided equipment and operations personnel.

Exhibit 10

DISPOSAL PLAN

1. **Rate Stabilization**
   Utilization of CONTRACTOR's own landfill facility enables the CONTRACTOR to guarantee that the landfill cost components of customer rates remain stable over the entire term of the *Agreement.*

2. **Guaranteed Capacity**
   CONTRACTOR guarantees throughput, processing, and disposal capacity for all of San Fernando's waste stream for the term of the *Agreement.*

3. **Emergency Response Benefits**
   Additionally, CONTRACTOR can make an additional commitment that, in case of a natural disaster or other unforeseen large-scale disaster or emergency, CONTRACTOR will be able to draw on its extensive nation-wide network of facilities, equipment, and personnel to respond immediately to any disaster the CITY might suffer.

Disposal Facility

Municipal solid waste (MSW) and residual waste from processing operations and trash loads that are not rich in recyclable materials will be direct hauled to Sunshine Canyon Landfill (SCL), located six (6) miles from the CITY of San Fernando centroid. CONTRACTOR projects to dispose 14,877 tons of MSW to SCL.

Sunshine Canyon Landfill

14747 San Fernando Road
Sylmar, CA 91342
Guaranteed Capacity: Yes
CONTRACTOR-Owned: Yes
Permitted Capacity: 12,100 tons per day
Current Throughput: 8,500 – 9,100 tons per day
Estimated Life: 2037
Posted Gate Rate: $59.88
Cal Recycle Permit Type and Number: 19-AA-2000
Local Land Use Permit Number: 00-194-(5)
Materials Accepted: Municipal Solid Waste

A landfill gas project is planned for 2012 which will generate green energy and extend landfill life beyond 2037. Sunshine Canyon recovers approximately 15,000 – 20,000 tons per month of recyclable material

Sunshine Canyon Landfill – Additional Information

This is a state-of-the-art, Class III landfill. The total permitted acreage is 1,036 acres, 363 of which are dedicated to disposal. Sunshine Canyon's operating hours are Monday through Friday 6 am to 6 pm, and Saturdays 8 am to 2 pm, although permitted hours allow for landfill operations until 9 pm and on-site equipment maintenance commencing as early as 4 am Monday through Saturday. Sunshine Canyon is in total compliance with Federal, State, and

Exhibit 10

DISPOSAL PLAN

Local environmental laws and regulations, including Subtitle D (of RCRA). Sunshine Canyon has environmental control systems that can guarantee that waste entering the site is screened for hazardous wastes (including the use of hazardous waste detectors that screen incoming loads for hazardous materials) and that all acceptable waste is placed only on a composite landfill liner

Exhibit 11a
Vehicle Specifications: Automated Side-loaders

1. Material to be Collected	☒ Refuse	☐ Recyclables	☐ Organic Waste	
2. Manufacturer and Model.....		2011 Auto Car (ASL)		
a. Cab and Chassis.....		Auto Car Expeditor		
b. Body.....		Heil		
c. Engine.....		Cummins ISL		
d. Transmission.....		Allison 3000 RDS		
3. Cab and Chassis:				
a. Cab Height		100		inches
b. Number of Axles		3		
c. Overall Length With Body Mounted		292		inches
4. Body:				
a. Type of Body.....		Rapid (Heil)		
b. Rated Capacity.....		30		cu. yd.
c. Practical or Net Capacity.....		30		cu. yd.
d. No. of Collection Compartments.....		30		cu. yd.
e. Net Capacity of Each Compartment		30		cu. yd.
f. Overall Body Length.....		261		inches
g. Body Height		162		inches
h. Body Width		99		inches
i. Loading Height Above Ground.....	Minimum	109		inches
.....	Maximum	____		inches
5. Weight.....	GVW 54,000 lbs.	Tare	34,540	lbs.
6. Will the vehicles be owned, leased, or			owned	

Exhibit 11a
Vehicle Specifications: Automated Side-loaders

	other?		
7.	**Purchase cost of each vehicle**	$285,000	
8.	**Fuel type**	CNG	
9.	**Fuel usage**	209 p/month	mpg
10.	**Average fuel per fill**	1.84	gal/fill
11.	**Average fills per day**	1	fills/day
12.	**Average fills per week (M-F)**	5	fills/week
13.	**Emissions rating**		
	a. CO	12.4	g/bhp/hr
	b. HC (total hydrocarbons)	na	g/bhp/hr
	c. NO_x	0.2	g/bhp/hr
	d. Particulate Matter	n/a	g/bhp/hr
14.	**Safety Features**	See sections 4B	
15.	**Color**	Blue	
16.	**GPS Monitoring and Tracking Features**	Network Fleet Solutions	

Exhibit 11a
Vehicle Specifications: Automated Side-loaders

1. Material to be Collected	☐ Refuse	☒ Recyclables	☐ Organic Waste	
2. Manufacturer and Model		2011 Auto Car (ASL)		
a. Cab and Chassis		Auto Car Expeditor		
b. Body		Heil		
c. Engine		Cummins ISL		
d. Transmission		Allison 3000 RDS		
3. Cab and Chassis:				
a. Cab Height		100		inches
b. Number of Axles		3		
c. Overall Length With Body Mounted		292		inches
4. Body:				
a. Type of Body		Rapid (Heil)		
b. Rated Capacity		30		cu. yd.
c. Practical or Net Capacity		30		cu. yd.
d. No. of Collection Compartments		30		cu. yd.
e. Net Capacity of Each Compartment		30		cu. yd.
f. Overall Body Length		261		inches
g. Body Height		162		inches
h. Body Width		99		inches
i. Loading Height Above Ground	Minimum	109		inches
	Maximum	____		inches
5. Weight	GVW 54,000 lbs.	Tare 34,540		lbs.
6. Will the vehicles be owned, leased, or other?		owned		

Exhibit 11a
Vehicle Specifications: Automated Side-loaders

7. Purchase cost of each vehicle	$285,000	
8. Fuel type	CNG	
9. Fuel usage	209 p/month	mpg
10. Average fuel per fill	1.84	gal/fill
11. Average fills per day	1	fills/day
12. Average fills per week (M-F)	5	fills/week
13. Emissions rating		
a. CO	12.4	g/bhp/hr
b. HC (total hydrocarbons)	na	g/bhp/hr
c. NO_x	0.2	g/bhp/hr
d. Particulate Matter	n/a	g/bhp/hr
14. Safety Features	See sections 4B	
15. Color	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet Solutions	

Exhibit 11a
Vehicle Specifications: Automated Side-loaders

1. Material to be Collected	☐ Refuse	☐ Recyclables	☒ Organic Waste	
2. Manufacturer and Model		2011 Auto Car (ASL)		
a. Cab and Chassis		Auto Car Expeditor		
b. Body		Heil		
c. Engine		Cummins ISL		
d. Transmission		Allison 3000 RDS		
3. Cab and Chassis:				
a. Cab Height		100		inches
b. Number of Axles		3		
c. Overall Length With Body Mounted		292		inches
4. Body:				
a. Type of Body		Rapid (Heil)		
b. Rated Capacity		30		cu. yd.
c. Practical or Net Capacity		30		cu. yd.
d. No. of Collection Compartments		30		cu. yd.
e. Net Capacity of Each Compartment		30		cu. yd.
f. Overall Body Length		261		inches
g. Body Height		162		inches
h. Body Width		99		inches
i. Loading Height Above Ground	Minimum	109		inches
	Maximum			inches
5. Weight	GVW 54,000 lbs.	Tare 34,540		lbs.
6. Will the vehicles be owned, leased, or other?		owned		

Exhibit 11a
Vehicle Specifications: Automated Side-loaders

7. Purchase cost of each vehicle	$285,000	
8. Fuel type	CNG	
9. Fuel usage	209 p/month	mpg
10. Average fuel per fill	1.84	gal/fill
11. Average fills per day	1	fills/day
12. Average fills per week (M-F)	5	fills/week
13. Emissions rating		
a. CO	12.4	g/bhp/hr
b. HC (total hydrocarbons)	na	g/bhp/hr
c. NO_x	0.2	g/bhp/hr
d. Particulate Matter	n/a	g/bhp/hr
14. Safety Features	See sections 4B	
15. Color	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet Solutions	

Exhibit 11a
Vehicle Specifications: Front-Loaders

1. Material to be Collected	☒ Refuse	☐ Recyclables	☐ Organic Waste	
2. Manufacturer and Model		Auto Car / McNeilus		
a. Cab and Chassis		Auto Car		
b. Body		McNeilus		
c. Engine		ISL - Gas 320		
d. Transmission		Allison		
3. Cab and Chassis:				
a. Cab Height		103		inches
b. Number of Axles		4		
c. Overall Length With Body Mounted		387		inches
4. Body:				
a. Type of Body		mcNeilus		
b. Rated Capacity		33		cu. yd.
c. Practical or Net Capacity		33		cu. yd.
d. No. of Collection Compartments		1		cu. yd.
e. Net Capacity of Each Compartment		n/a		cu. yd.
f. Overall Body Length		300		inches
g. Body Height		168		inches
h. Body Width		103		inches
i. Loading Height Above Ground	Minimum	103		inches
	Maximum			inches
5. Weight	GVW 57,500 lbs.	Tare 38,180		lbs.
6. Will the vehicles be owned, leased, or other?		owned		

Exhibit 11a
Vehicle Specifications: Front-Loaders

7.	**Purchase cost of each vehicle**.....	$310,000	
8.	**Fuel type**.....	CNG	
9.	**Fuel usage**.....	744 p/month	mpg
10.	**Average fuel per fill**.....	37.25	gal/fill
11.	**Average fills per day**.....	1	fills/day
12.	**Average fills per week (M-F)**.....	5	fills/week
13.	**Emissions rating**		
	a. CO.....	12.4	g/bhp/hr
	b. HC (total hydrocarbons).....	na	g/bhp/hr
	c. NO_x.....	0.2	g/bhp/hr
	d. Particulate Matter.....	n/a	g/bhp/hr
14.	**Safety Features**.....	See sections 4B	
15.	**Color**.....	Blue	
16.	**GPS Monitoring and Tracking Features**	Network Fleet Solutions	

Exhibit 11a
Vehicle Specifications: Front-Loaders

1. Material to be Collected	Refuse ☐	X Recyclables	☐ Organic Waste	
2. Manufacturer and Model		Auto Car / McNeilus		
a. Cab and Chassis		Auto Car		
b. Body		mc Neilus		
c. Engine		ISL - Gas 320		
d. Transmission		Allison		
3. Cab and Chassis:				
a. Cab Height		103		inches
b. Number of Axles		4		
c. Overall Length With Body Mounted		387		inches
4. Body:				
a. Type of Body		McNeilus		
b. Rated Capacity		33		cu. yd.
c. Practical or Net Capacity		33		cu. yd.
d. No. of Collection Compartments		1		cu. yd.
e. Net Capacity of Each Compartment		n/a		cu. yd.
f. Overall Body Length		300		inches
g. Body Height		168		inches
h. Body Width		103		inches
i. Loading Height Above Ground	Minimum	103		inches
	Maximum			inches
5. Weight	GVW 57,500 lbs.		Tare 38,180	lbs.
6. Will the vehicles be owned, leased, or other?		owned		

Exhibit 11a
Vehicle Specifications: Front-Loaders

7. Purchase cost of each vehicle.....	$310,000	
8. Fuel type.....	CNG	
9. Fuel usage.....	744 p/month	mpg
10. Average fuel per fill.....	37.25	gal/fill
11. Average fills per day.....	1	fills/day
12. Average fills per week (M-F).....	5	fills/week
13. Emissions rating		
a. CO.....	12.4	g/bhp/hr
b. HC (total hydrocarbons).....	na	g/bhp/hr
c. NO_x.....	0.2	g/bhp/hr
d. Particulate Matter.....	n/a	g/bhp/hr
14. Safety Features.....	See sections 4B	
15. Color.....	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet Solutions	

Exhibit 11a
Vehicle Specifications: Front-Loaders

1. Material to be Collected	☐ Refuse	☐ Recyclables	☒ Organic Waste	
2. Manufacturer and Model		Auto Car / McNeilus		
a. Cab and Chassis		Auto Car		
b. Body		McNeilus		
c. Engine		ISL - Gas 320		
d. Transmission		Allison		
3. Cab and Chassis:				
a. Cab Height		103		inches
b. Number of Axles		4		
c. Overall Length With Body Mounted		387		inches
4. Body:				
a. Type of Body		McNeilus		
b. Rated Capacity		33		cu. yd.
c. Practical or Net Capacity		33		cu. yd.
d. No. of Collection Compartments		1		cu. yd.
e. Net Capacity of Each Compartment		n/a		cu. yd.
f. Overall Body Length		300		inches
g. Body Height		168		inches
h. Body Width		103		inches
i. Loading Height Above Ground	Minimum	103		inches
	Maximum			inches
5. Weight	GVW 57,500 lbs.	Tare	38,180	lbs.
6. Will the vehicles be owned, leased, or other?		owned		

Exhibit 11a
Vehicle Specifications: Front-Loaders

7. Purchase cost of each vehicle	$310,000	
8. Fuel type	CNG	
9. Fuel usage	744 p/month	mpg
10. Average fuel per fill	37.25	gal/fill
11. Average fills per day	1	fills/day
12. Average fills per week (M-F)	5	fills/week
13. Emissions rating		
a. CO	12.4	g/bhp/hr
b. HC (total hydrocarbons)	na	g/bhp/hr
c. NO_x	0.2	g/bhp/hr
d. Particulate Matter	n/a	g/bhp/hr
14. Safety Features	See sections 4B	
15. Color	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet Solutions	

Exhibit 11a
Vehicle Specifications: Roll Off

1. Material to be Collected	☒ Refuse	☒ Recyclables	☒ Organic Waste	
2. Manufacturer and Model.....		Auto Car/ AMRO		
a. Cab and Chassis.....		Auto Car		
b. Body.....		Amrep		
c. Engine.....		Cummins ISL		
d. Transmission.....		Allison		
3. Cab and Chassis:				
a. Cab Height		102		inches
b. Number of Axles		3		
c. Overall Length With Body Mounted		406		inches
4. Body:				
a. Type of Body.....		Amrep / Roll Off		
b. Rated Capacity.....		N/A		cu. yd.
c. Practical or Net Capacity.....		N/A		cu. yd.
d. No. of Collection Compartments.....		1		cu. yd.
e. Net Capacity of Each Compartment		N/A		cu. yd.
f. Overall Body Length.....		299		inches
g. Body Height		N/A		inches
h. Body Width		108		inches
i. Loading Height Above Ground.....	Minimum	55		inches
.....	Maximum	UNIT 1016		inches
5. Weight.....	GVW 54,000 lbs.	Tare	26,000	lbs.
6. Will the vehicles be owned, leased, or other?.....		owned		

Exhibit 11a
Vehicle Specifications: Roll Off

7. Purchase cost of each vehicle	$225,000	
8. Fuel type	CNG	
9. Fuel usage	736.41 p/month	mpg
10. Average fuel per fill	1.84	gal/fill
11. Average fills per day	1	fills/day
12. Average fills per week (M-F)	5	fills/week
13. Emissions rating		
a. CO	12.4	g/bhp/hr
b. HC (total hydrocarbons)	na	g/bhp/hr
c. NO_x	0.2	g/bhp/hr
d. Particulate Matter	n/a	g/bhp/hr
14. Safety Features	See sections 4B	
15. Color	Blue	
16. GPS Monitoring and Tracking Features	Network Fleet Solutions	

Exhibit 12
Container Specifications

1.	Material to be Collected.	Refuse	☒
		Recyclables	☒
		Organic Waste	☒
		Food Waste	☒
		Green Waste	☒
2.	Manufacturer.....	Otto Environmental Systems North America, Inc.	
3.	Material of Construction	HDPE	
4.	Recycled Content (percentage).....	up to 50%	
5.	Manufacturing Method (rotational molding, injection molding, other.)	Injection Molded	

	Container Size	**20 gal**	**32 gal**	**64 gal**	**96 gal**
6.	Color	see above	see above	see above	see above
7.	Durability (in service years)	Exceeds Warranty Period	Exceeds Warranty Period	Exceeds Warranty Period	Exceeds Warranty Period
8.	Cost of Each Container	n/a	$37.92	$51.00	$57.09
9.	Dimensions of Each Container (Length x Width x Height)	38 1/2 h x 19 w x 22 1/4 d	38 1/2 h x 19 w x 22 1/4 d	42 3/8 h x 25 1/8 w x 29 1/2 d	45 3/8 h x 27 1/2 w x 33 1/4 d
10.	Wheel Size	8"	10"	10"	10"
11.	Manufacturer's warranty (10-year minimum for carts)	10 - year	10 - year	10 - year	10 - year

Exhibit 13 APPROVED SUBCONTRACTORS	
Subcontractor	**Role**
Mariposa Eco Consulting	Recycling Assessments
Container Management Group	Container Roll-Out