

**AMENDED AND RESTATED  
SOLID WASTE FRANCHISE AGREEMENT**

This Agreement ("Amended and Restated Agreement") is made and entered into on this 15th day of July, 2019 ("Effective Date") by and between the City of La Verne ("City"), a municipal corporation, and USA Waste of California, Inc., a Delaware corporation ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

**WITNESSETH:**

The City and Contractor entered into an Agreement dated October 4, 2010, commencing January 1, 2011 ("Prior Agreement"), to provide exclusive Solid Waste handling Services, which expired on December 31, 2015.

The City and Contractor entered into a First Amendment to the Agreement dated August 17, 2015 ("First Amendment") to extend the term of the Agreement until December 31, 2020.

The parties desire to renew their arrangements for Solid Waste Handling Services, and to provide for mutually agreeable changes to Service requirements.

In accordance with California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and welfare require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection, transportation, recycling, processing, and disposal of Solid Waste, and for other related Services, to meet the goals and objectives of AB 939.

It is the intent of the parties hereto to provide for the exclusive right of collection of all Solid Waste from Residential, and Commercial/Industrial Premises within the City, in accordance with the terms and conditions set forth herein.

This Amended and Restated Agreement is intended to replace and supersede the Prior Agreement and First Amendment in their entirety, except for Contractor's indemnity obligations arising thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. DEFINITIONS. The following words and phrases used in this Agreement shall be defined in accordance with the definitions set forth herein. In the event of a conflict between these definitions and those set forth in the La Verne Municipal Code, the definitions set forth herein will prevail:

1.1. AB939 means the California Integrated Waste Management Act of 1989, as amended (Public Resources Code §40000 et seq.), and implementing regulations of the California Department of Resources Recovery and Recycling. AB 939 includes AB 341 regarding

mandatory commercial recycling, AB 1826 regarding mandatory organics diversion, AB 1584 regarding the use of Green Waste for alternative daily cover, and SB 1383 regarding reduction in the landfilling of Organics Waste.

- 1.2. ACCOUNT means Premises located within the City receiving services pursuant to this Agreement, or the person arranging for services pursuant to this Agreement, as the case may be. The word "Account" is used interchangeably with the word "Customer" in this Agreement.
- 1.3. ACTIVATION FEE means a fee charged by Contractor to compensate it for expenses incurred where re-establishing service following a suspension of service due to non-payment.
- 1.4. AGREEMENT means this Solid Waste Franchise Agreement between the City and Contractor, including all exhibits and attachments, and any amendments.
- 1.5. BAGSTER® BAG means a soft-sided polypropylene Container that can hold up to 3,000 pounds of Solid Waste, is purchased by the Customer at a local hardware or home supply store by the Customer, and is collected by Contractor using a special vehicle with an overhead crane.
- 1.6. BAGSTER® SERVICE means a method for Residential or Commercial/Industrial Customers to arrange for collection of Solid Waste as an alternative to temporary Bin or Roll-off box Service, using a Bagster® bag. Contractor will provide for collection/processing of the Bagster® bag. Bagster® Service is considered a special Temporary Service.
- 1.7. BIN means a metal or rigid plastic Container with a capacity of one (1.5) to six (6) cubic yards, having a hinged lid and wheels, which is serviced by a front-end loading truck.
- 1.8. BIN SERVICE means collection services provided to Accounts using Bins provided by Contractor. Bin Service may be provided to either Residential Premises or Commercial/Industrial Premises on a permanent or temporary basis.
- 1.9. BIOHAZARDOUS WASTE means those materials defined as "biohazardous waste" in Health and Safety Code §117635.
- 1.10. BULKY ITEMS means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's, and other similar items (commonly known as "e-waste"); wood waste, tree trunks, and large branches if more than six inches in diameter or four feet in length, or scrap wood. Bulky items do not include Construction and Demolition Waste, or large items such as car bodies, Jacuzzi tubs or spas, or other items that cannot be handled by two persons. In addition, Bulky Items do not include waste tires or Universal

Waste.

- 1.11. CALRECYCLE means the California Department of Resources Recycling and Recovery, or any successor agency.
- 1.12. CART means a plastic Container with a capacity of between approximately 35-96 gallons, having a hinged lid and wheels, which is serviced by an automated side-loading truck.
- 1.13. CART SERVICE means collection services provided to Accounts using Carts provided by Contractor. Cart Service may be provided to either Residential Premises or Commercial/Industrial Premises on a permanent basis.
- 1.14. CITY means the City of La Verne.
- 1.15. COMMERCIAL/INDUSTRIAL PREMISES means property upon which a business activity is conducted, including but not limited to retail sales, services, manufacturing, assembling, storage, or wholesale operations, but excluding businesses conducted upon Residential Premises that are permitted under applicable zoning regulations and that do not constitute the primary use of the property. Commercial/Industrial Premises may receive Bin Service, Roll-Off Service or Cart Service. Commercial/Industrial Premises also include multi-family complexes, apartment houses, condominiums, mixed condominiums and rental housing, senior citizen housing complexes, and mobile home parks receiving Permanent Bin Service or Permanent Roll-Off Service.
- 1.16. CONSTRUCTION AND DEMOLITION WASTE means used or discarded construction materials removed from a Premises during the construction, renovation or demolition of a structure or Premises, including rocks, soil, tree remains, and other Green Waste which normally results from land clearing or land development operations.
- 1.17. CONTAINER means Carts, Bins or Roll-Off Boxes.
- 1.18. CONTAMINATION FEE means an amount charged by Contractor to Residential Accounts or Commercial/Industrial Accounts due to placement of Solid Waste in Recyclable Materials Containers.
- 1.19. CONTRACTOR means USA Waste of California, Inc., a Delaware corporation.
- 1.20. CPI or CPI- GARBAGE AND TRASH COLLECTION means the Consumer Price Index series CUSR0000SEHG02 CPI-U Garbage and Trash Collection, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.
- 1.21. DWELLING UNIT means any single family Premises, or any individual living unit in a multi family Premises that includes a full kitchen and bathroom, intended for, or capable of being utilized for, Residential living.

- 1.22. EFFECTIVE DATE is the last date upon with this Amended and Restated Agreement is fully executed by the Parties.
- 1.23. E-WASTE means discarded stereos, televisions, computers, VCR's, and other similar items, including but not limited to any "covered electronic device" as defined in Public Resources Code §42463(f).
- 1.24. EXTRA PICKUP FEE means a fee charged by Contractor to recover its costs arising from arranging special, unscheduled collections, due to, among other things inaccessibility of Containers or contamination of Recyclable Material Containers.
- 1.25. FOOD WASTE means Solid Waste comprised of animal, fruit or vegetable matter that attends the preparation, consumption, decay, dealing in or storage of meats, fish, fowls, fruits or vegetables.
- 1.26. GREEN WASTE means leaves, grass, weeds, and wood materials from trees and shrubs that fit within a Cart, or tree trunks or limbs that are less than six inches in diameter or four feet in length. Materials not meeting these specifications are considered Bulky Items. Green Waste does not include palm fronds.
- 1.27. GROSS REVENUE means all monetary amounts actually collected or received by Contractor for the collection of Solid Waste, Green Waste, and Recyclable Material pursuant to this Agreement. The term Gross Revenue, for purposes of this Agreement, shall not include Special Fees, revenues generated from the sale of Recyclable Material (including Department of Conservation rebates), or other revenues from state and local government accounts.
- 1.28. HAZARDOUS WASTE means any waste materials or mixture of wastes defined as such pursuant to the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq., as amended or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC Section 9601 et seq., as amended. The term also means and includes any waste material defined as such by the California Environmental Protection Agency or CalRecycle, or either of them. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have a broader, more encompassing definition.
- 1.29. LATE FEE means amounts charged by Contractor to reimburse it for administrative costs arising from payment delinquency, including the cost of notices and adjustments to its accounting records, and may include a fixed fee, interest on past due amounts, or NSF fees.
- 1.30. ORGANICS WASTE has the meaning defined in Public Resources Code Section 42649.8(c), generally consisting of Food Waste, Green Waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with Food

Waste.

- 1.31. OVERAGE FEE means a fee charged by Contractor to compensate it for its expenses in documenting and picking up litter and debris arising from overfilling of Containers by a Commercial/Industrial Account.
- 1.32. PERMANENT SERVICE means routine, regularly-scheduled collection of Solid Waste, Recyclable Material or, Organics Waste in Carts, Bins or Roll-Off boxes on a continuing basis, as opposed to Temporary Service.
- 1.33. PREMISES means any land, building or structure in the City where Solid Waste, Recyclable Material or Organics Waste is generated or accumulated.
- 1.34. RECYCLABLE MATERIAL means any material generated on or emanating from Residential or Commercial/Industrial Premises that is no longer wanted and which is collected, transported and may be returned to the economic mainstream, through processing and available markets, consistent with the requirements of AB 939, generally consisting of paper, glass, cardboard, plastics, ferrous metal, aluminum, or other materials as determined from time to time by mutual agreement between City and Contractor. A complete listing of Recyclable Material to be collected as of the Effective Date is set forth in Exhibit 2.
- 1.35. RESIDENTIAL PREMISES means all property which is used for Residential purposes and which receives Permanent Cart Service, including single-family Premises, multi-family Premises, condominiums, and mobile home parks.
- 1.36. ROLL-OFF BOX means an open-top metal Container or closed compactor box with a capacity of ten (10) to forty (40) cubic yards that may be provided by either the Account or Contractor, which is serviced by a Roll-Off truck.
- 1.37. ROLL-OFF SERVICE means collection, transportation, recycling, processing and disposal services that are provided using a Roll-Off Box. Roll-off Service may be provided to either Residential Premises or Commercial/Industrial Premises on a permanent or temporary basis.
- 1.38. SOLID WASTE means "solid waste" as defined in Public Resources Code §40191, including putrescible and non-putrescible refuse. For purposes of this Agreement, Solid Waste includes Construction and Demolition Waste, Green Waste, Food Waste, Organics Waste and Recyclable Material.
- 1.39. SPECIAL FEES means a charge imposed by Contractor in response to improper actions by Accounts, including fees for contamination, cleanup, Cart or Bin repair or replacement arising from damage caused by the Account, late payment, or interest, or a charge for special services where a rate is not provided in Exhibit 1.

- 1.40. SPECIAL WASTE means Solid Waste generated by a Commercial/Industrial Premises that is a "designated waste" under applicable law, is required to be accompanied by a written manifest or shipping document describing the waste under applicable law, or requires special handling at any processing facility or disposal site.
- 1.41. TEMPORARY SERVICE means Bin Service or Roll-Off Service provided to Premises on a temporary, as-needed basis, such that no Container remains on the Premises or a service location on a Premises for more than thirty (30) days at a time, or for more than sixty (60) days of any ninety (90) day period.
- 1.42. UNIVERSAL WASTE means all waste defined by Title 22, Subsections 66273.1 through 66273 of the California Code of Regulations, which typically include batteries, fluorescent tubes, and compact fluorescent bulbs.

## 2 SERVICES.

- 2.1. Subject to the requirements of applicable law, Contractor is hereby granted the exclusive right and privilege to collect, transport, recycle and dispose of all Solid Waste, including Recyclable Material, Green Waste, Food Waste, Organics Waste and Construction and Demolition Waste, generated at Residential Premises, Commercial/Industrial Premises, and government facilities (to the extent permitted by law), now existing or hereafter constructed within the City during the term of this Agreement.
- 2.2. During the term of this Agreement, except as otherwise provided in Section 2.4, or as may otherwise be provided by federal or state law, the rights granted to Contractor under this Agreement will be exclusive to Contractor. The City will, where reasonable, protect Contractor's exclusive rights by considering the adoption of appropriate ordinances.
- 2.3. The City agrees not to enter into any contract with any other person, firm or organization for the performance of the services required to be performed by Contractor except, in the event Contractor fails, refuses or neglects to uphold the terms of this Agreement in material breach thereof, the City may cause fulfillment of this Agreement by other methods or contractors.
- 2.4. The franchise granted to Contractor is exclusive, except for the categories of Solid Waste listed below. The granting of this franchise does not preclude the categories of Solid Waste listed below from being delivered to, collected, and transported by others, provided that no person is excused from obtaining from the City any authorization that is required by law.
- 2.4.1. Recyclable Material that an Account sells to, or otherwise receives compensation from, other persons in a manner resulting in a net payment to the Account after consideration of collection, handling, or processing costs.
- 2.4.2. Recyclable Material donated to youth, civic, or charitable organizations.

- 2.4.3. Containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Sections 14500, et seq., California Public Resources Code.
  - 2.4.4. Green Waste removed from Premises by a gardening, landscaping, or tree trimming company using its own equipment and employees as an incidental part of a total service offered by the company, as opposed to a hauling service.
  - 2.4.5. Construction and Demolition Waste that is incidentally removed by a duly licensed construction or demolition company, as part of a total service offered by such licensed company using its own equipment and employees.
  - 2.4.6. Animal waste and remains from any slaughterhouse or butcher shop for use as tallow.
  - 2.4.7. Grease and animal remains generated from food service providers.
  - 2.4.8. Dead animals.
  - 2.4.9. Agricultural waste, such as manure or bedding from poultry yards or stables.
  - 2.4.10. Waste tires.
  - 2.4.11. By-products of sewage treatment, including sludge, sludge ash, grit and screenings.
  - 2.4.12. Hazardous Waste, Biohazardous Waste, Universal Waste, hazardous substances, or Special Waste, regardless of its source.
  - 2.4.13. The casual or emergency collection, removal, disposal, or diversion of Solid Waste by the City through its officers or employees in the normal course of their employment.
- 2.5. Changes in Service. The City may direct Contractor to perform additional services or to modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services that may entail new collection methods, different kinds of services or new requirements for Customers, and alternative rate structures are included among the kinds of changes that the City may direct. Contractor will be entitled to an adjustment to the rate to reimburse its increased costs if any for providing those additional or modified services, in accordance with Section 17.6.2 of this Agreement.
- 2.6. Delegation of Authority. The administration of this agreement shall be under the supervision of the La Verne City Manager's office, and the actions specified herein shall be taken by the City Manager or his or her designees unless otherwise stated or specified.

2.7. Incorporation by Reference. The La Verne Municipal Code, as it currently exists or may be amended, is hereby incorporated and made a part of this Agreement as though set forth in full herein. In the event of any conflict between this Agreement and the La Verne Municipal Code, the terms of this Agreement will prevail.

2.8. Ownership of Solid Waste. Except as otherwise provided in state law with respect to Recyclable Material, ownership and the right to possession of materials will transfer directly from the Account to Contractor at the time of collection. Contractor has the right to retain, recycle, process, sell, dispose of or reuse, and otherwise use that Solid Waste, Organics Waste, or Recyclable Material, or any part thereof, in any lawful fashion or for any lawful purpose. Contractor has the right to retain any benefit resulting from its right to retain, recycle, process, sell, dispose of, or reuse the Solid Waste, Organics Waste, and Recyclable Material that it collects, including any funds received directly or indirectly from any state or local agency, such as the Department of Conservation recycling rebate.

### 3. REVENUE TO THE CITY.

3.1. Mitigation Fee. Contractor agrees to pay to the City One Hundred Thirty Thousand Eight Hundred Thirty-three Dollars (\$130,833) per year in mitigation fees during the term of this contract. This fee will be utilized to offset degradation to the City's infrastructure caused by Solid Waste collection services. Payment shall be made on or before July 1 of each year during the Term. The amount of the mitigation fee will be adjusted annually by the percentage increase in the CPI, for the January to December period immediately preceding the due date for payment.

#### 3.2. Administrative Fee.

3.2.1. Residential Premises. Contractor agrees to pay an administrative fee of One Dollar and Forty Cents (\$1.40) per month for each Residential Premises receiving Cart Service and billed by the City. The City may deduct such amounts from its payments to Contractor under Section 17.1.3.

3.2.2. Commercial/Industrial Premises. Contractor agrees to pay an administrative fee of three percent (3%) of Gross Revenue from providing Solid Waste handling Services to Commercial/Industrial Premises. Effective July 1, 2020 and for the remainder of the Term, the administrative fee will be four percent (4%) of Gross Revenue.

3.3. Port-o-let Fee. Contractor, in lieu of providing port-o-let services for special City events, shall provide an annual contribution of Two Thousand Five Hundred Dollars (\$2,500.00) dollars on July 1<sup>st</sup> of each year during the Term.

3.4. Cost Allocation Recovery Fee. Contractor agrees to pay to the City a Cost Allocation Recovery Fee of One Hundred Seventy-Five Thousand Dollars (\$175,000) per year during the Term. The initial payment shall be made no later than five (5) business days following the Effective Date, and thereafter on or before July 1 of each year during the

Term commencing July 1, 2020.

- 3.5. Payment of the administrative fee set forth in Section 3.2.2 shall be made by Contractor on a quarterly basis by the thirtieth (30<sup>th</sup>) day following the end of each calendar quarter.
- 3.6. Contract Preparation Fee. Upon the execution of this Agreement, Contractor will pay to the City Seven Thousand Five Hundred Dollars (\$7,500) to reimburse costs incurred by the City in the preparation and review of this Agreement.
- 3.7. City Management Analyst. Contractor agrees to pay to the City Ten Thousand Dollars (\$10,000) annually to defray the cost of a City management analyst position to work with businesses in the City to comply with governmental regulations, including but not limited to AB 341/AB 1826 requirements and storm water requirements. Payment shall be made on or before July 1 of each year during the term of the contract.

#### 4. TERM.

- 4.1. This Agreement shall be for a period commencing on the Effective Date and ending on December 31, 2030 (the "Term"). On or about July 1, 2029, the City Manager and Contractor agree to meet and confer regarding Contractor's performance under this Agreement, resolution of problem areas (if any), and potential enhancements to service, and to negotiate in good faith regarding the terms and conditions for a possible extension of the term for presentation to the City Council.
- 4.2. As of the Effective Date, the Parties agree that the Prior Agreement and First Amendment are replaced and superseded in their entirety and are of no further force in effect, except for Contractor's indemnity obligations arising under the Prior Agreement and First Amendment before the Effective Date.

#### 5. COMMERCIAL/INDUSTRIAL COLLECTION.

- 5.1. Solid Waste Bin Service. Contractor shall provide Permanent and Temporary Bin Service to Commercial/Industrial Accounts. Contractor shall collect and remove all Solid Waste that is placed in Bins from every Commercial/Industrial Premises receiving Bin Service. The service frequency and volume shall be subject to negotiation and agreement between Contractor and the Account. In no case shall the frequency and volume of service be less than once a week and 96 gallons, respectively. In the event the parties are unable to agree, then the question or questions in dispute shall be submitted to the City Manager, who shall arbitrate the dispute and render a decision. Contractor shall deliver and collect Temporary Bins at the direction of the Account.
- 5.2. Solid Waste Roll-off Service.
  - 5.2.1. Contractor shall provide Permanent and temporary Roll-Off Service to Commercial/Industrial Accounts. Contractor shall collect and remove all Solid Waste that is placed in Roll-Off Boxes from every Commercial/Industrial

Premises receiving Roll-Off Service, at least once every week or more frequently if required to handle the waste stream of the Commercial/Industrial Premises. Contractor shall deliver and collect temporary Roll-Off Boxes at the direction of the Account, and shall notify the City prior to delivering temporary Roll-Off Boxes placed within the public right away.

5.2.2. Extra services, including Container weight above five (5) tons, extra pickups, relocation of Containers, extra pickup charges where the Account refuses service, Account-owned Roll-Off Box hauling and disposal Services, and use of compactors and vertical compactors, will be provided at the rates set forth in Exhibit 1.

5.2.3. Roll-off loads consisting of Construction and Demolition Waste will be transported to a materials recovery facility for processing, at the transportation/haul rate set forth in Exhibit 1.

### 5.3. Solid Waste Cart Service.

5.3.1. Contractor shall provide Permanent Cart Service to Commercial/Industrial Accounts where appropriate, based on space limitations and the amount of Solid Waste generated. Contractor shall collect and remove all Solid Waste that is placed in Carts from every Commercial/Industrial Premises receiving Cart Service, at least once every week or more frequently if required to handle the waste stream of the Commercial/Industrial Premises.

5.4. Bagster® Service. Contractor will provide Bagster® Service, consisting of collection of the Bagster® bag and processing/disposal to all Commercial/Industrial Accounts purchasing a Bagster® bag and requesting collection, as a special service.

5.5. Other Bin-Related Services. Contractor shall provide other services desired by Commercial/Industrial Accounts, including walk-in/push-out service where the Container must be moved manually fifteen (15) feet or more to the collection point, scout service, or use of Containers with castors, hasps or locks. These services will be charged as a special service.

### 5.6. Recyclable Material.

5.6.1. Contractor shall provide for collection of Recyclable Material from Commercial/Industrial Accounts, using Bins, Roll-Off boxes or Carts, depending upon the Account's needs, at the rates set forth in Exhibit 1.

5.6.2. Contractor shall collect and remove all Recyclable Material placed in Containers from every Commercial/Industrial Premises receiving Recyclable Material collection Service, at a frequency required to handle the Recyclable Material generated. Contractor and City agree that the list of materials to be collected in the Commercial/Industrial recycling program as set forth in Exhibit 2

shall be reviewed from time to time and may be modified by the mutual agreement of both parties.

5.7. Organics Waste.

5.7.1. Contractor shall provide for collection of Organics Waste from Commercial/Industrial Accounts, using Bins, Roll-Off boxes or Carts, depending upon the Account's needs, at the rates set forth in Exhibit 1.

5.7.2. Contractor shall collect and remove all Organics Waste placed in Containers from every Commercial/Industrial Premises receiving Recyclable Material collection Service, at a frequency required to handle the Recyclable Material generated.

5.8. Regulatory Requirements. Under Public Resources Code Sections 42649.2 (AB 341) and 42649.81 (AB 1826), certain Commercial/Industrial Premises are required to arrange for collection of Recyclable Material or Organics Waste. Contractor shall make good faith efforts to assist the City to implement the requirements of Public Resources Code Sections 42649.2 (AB 341) and 42649.81 (AB 1826), including the education, outreach and monitoring requirements of those laws. Contractor agrees to provide such assistance, and more specifically to identify all Commercial/Industrial Accounts subject to the requirements of AB 341 and AB 1826, provide periodic on-site visits to such Accounts to offer and promote Recyclable Material or Organics Waste collection Services as required, attempt to resolve any logistical detriments to providing these Services, and notify and request assistance from the City for potential follow up action where there is a repeated refusal to implement these services. City agrees to provide reasonable assistance to Contractor, including preparing a letter for distribution to Commercial/Industrial Accounts regarding AB 341 and AB 1826 requirements, and occasional participation by City personnel in meetings with Commercial/Industrial Customers who repeatedly refuse to implement these services.

5.9. Commercial/Industrial Service Requirements.

5.9.1. Access to Containers. If, at the time of collection at a Commercial/Industrial Account, the Container is not accessible to the collection vehicle, Contractor shall notify the Account by telephone of the situation and request that access be provided. If the Account is unavailable or unable to provide prompt access to the Container, Contractor shall provide pickup a later time, but may charge an Extra Pickup Fee, which will be charged as a Special Fee.

5.9.2. Missed Pick-ups. In the event that Contractor fails to provide collection service to a Commercial/Industrial Account, where the Container(s) had been timely and properly set out for collection, Contractor shall complete the collection from the Commercial/Industrial Account no later than the next business day following notification of the missed pickup.

- 5.9.3. Overfilling of Containers. Where Contractor identifies instances of overfilling of Containers, it will document the overfilling through the use of film or digital photography. Contractor may charge an Overage Fee for cleaning up the Container area and placing overfilled material into the collection vehicle, which will be charged as a Special Fee. In addition, Contractor will present evidence of the overfilling to both the City and the Commercial/Industrial Account. Where such evidence was presented to the Commercial/Industrial Account, and Contractor documents another instance of overfilling within one (1) year of such presentation, Contractor is authorized to deliver the next larger-sized Container to the Commercial/Industrial Premises or to increase service frequency, and to adjust the service rate accordingly, upon approval by the City Manager.
- 5.9.4. Record of Non-Collection. When Solid Waste is not collected by Contractor, a tag shall be fastened to the Container, which is the least 2-7/8", by 5-3/4" in size indicating the reason for non-collection. Reasons for non-collection may include the presence of Hazardous Waste, Biohazardous Waste, Special Waste (unless arrangements for the collection of this waste have been made with the Customer), Universal Waste, or hazardous substances in the Container, materials placed in plastic bags or otherwise not in the required Containers, the commingling of Organics Waste with Solid Waste, or overfilling of a Roll-Off Box such that it would cause a violation of applicable weight restrictions. Contractor shall maintain a log containing the name and address of each Commercial/Industrial Account where Solid Waste is tagged and the date of such tagging. The log shall be maintained for inspection by the City, upon request. Where there have been three or more instances of non-collection at a Commercial/Industrial Account in any twelve (12) month period, Contractor may charge the Commercial/Industrial Account a Contamination Fee in an amount that does not exceed the maximum rate set forth in Exhibit 1, which will be charged as a Special fee.
- 5.9.5. Contaminated Recyclable Material Containers.
- 5.9.5.1. Contractor and City anticipate that all Commercial/Industrial Customers will participate in Contractor's recycling programs in a manner such that the total level of contamination in Recyclable Material Containers will not exceed ten percent (10%). As used herein, "contamination" refers to Materials placed in a Recyclable Material Container other than those Recyclable Materials identified in Exhibit 2. City and Contractor agree to utilize the following procedures to assist in achieving the above contamination goal:
- 5.9.5.2. If Contractor documents that a particular Premises has a Recyclable Material Container with excessive contamination, Contractor shall service the Recyclable Material Container, making whatever accommodations are necessary, such as collecting the Recyclable Material Container as Solid Waste or removing the contamination prior to collection, and may charge an

Extra Pick-up Fee in an amount that does not exceed the maximum rate set forth in Exhibit 1. Contractor will notify the Customer, by mail or email, with a notice that includes:

- 5.9.5.2.1. The fact the Recyclable Materials Container required special handling, and the contents could not be recycled due to the presence of inappropriate material in the Recyclable Material Container;
- 5.9.5.2.2. A description of the Recyclable Materials that are appropriate for collection in the Recyclable Materials Container;
- 5.9.5.2.3. An explanation that a subsequent incident of excessive contamination may result in non-collection, the imposition of an Extra Pickup Fee or a Contamination Fee, and, where warranted, requiring additional or larger-sized Solid Waste Containers, or additional collections of existing Containers, at an additional cost to the Premises; and
- 5.9.5.2.4. A phone number to contact Contractor to obtain additional information and/or receive responses to questions the Customer may have.

5.9.5.3. In the event the Customer in question continues to place Recyclable Materials Containers with excessive contamination out for collection, Contractor may collect the Recyclable Materials Container in the same manner as a Solid Waste Container, or remove the contamination, and may charge an Extra Pickup Fee, in an amount that does not exceed the maximum rate set forth in Exhibit 1. Where there have been three or more instances of excessive contamination by a Premises in any 12-month period, Contractor may, as appropriate: 1) deliver additional or larger Solid Waste Containers to the Premises or require additional weekly collections of existing Containers and charge the Premises for such increased or additional services at rates that do not exceed the maximum rates set forth in Exhibit 1, 2) install locking Bins at the Premises for a charge that does not exceed the maximum rate set forth in Exhibit 1, or 3) charge a Contamination Fee in an amount that does not exceed the maximum rate set forth in Exhibit 1.

## 6. RESIDENTIAL SERVICES.

### 6.1. Solid Waste Cart Service.

- 6.1.1. Contractor shall collect Solid Waste delivered for collection at the curbside by Residential Accounts not less than once each calendar week, at the rates set forth in Exhibit A. Contractor shall supply each Residential Account with one (1) Solid Waste Cart of approximately 64 gallons, but may provide two (2) 35-gallon Carts at the same rate as one (1) 64-gallon Cart where required by space

limitations at a Residential Premises or a Customer's inability to handle a larger Cart, upon approval of the City Manager. New Residential Accounts are entitled to one exchange to a different sized Cart within three (3) months of initiating service at no additional charge. All Residential Accounts may exchange a 64-gallon Cart for a smaller 35-gallon Cart at any time at no additional charge.

6.1.2. Accounts may obtain additional Solid Waste Carts from Contractor, and may request service using a larger 96-gallon Cart or a smaller 35-gallon Cart, at the rates set forth in Exhibit 1.

## 6.2. Solid Waste Bin and Roll-off Service.

6.2.1. Contractor shall provide Temporary Bin Service and Roll-Off Service to Residential Accounts that request these services. Contractor shall deliver and collect temporary Bins at the direction of the Account, and shall notify the City prior to delivering temporary Roll-Off boxes placed within the public right away.

6.2.2. Extra services, including Container weight above five (5) tons, extra pickups, relocation of Containers, or extra pickup charges where the Account refuses Service, will be provided and shall be charged at the rates set forth in Exhibit 1.

6.2.3. Roll-off loads consisting of Construction and Demolition Waste will be transported to a materials recovery facility for processing, at the transportation/haul rate set forth in Exhibit 1.

## 6.3. Green Waste Cart Service.

6.3.1. Contractor shall provide weekly Cart Service for collection of Green Waste to all Residential Accounts, on the same day as Solid Waste collection. Contractor will supply each Residential Premises with one (1) Green Waste Cart of approximately 96 gallons, but may provide two (2) 35-gallon Carts where required by space limitations at a Residential Premises or a Customer's inability to handle a larger Cart, upon approval of the City Manager.

6.3.2. Accounts may obtain one (1) additional Green Waste Cart, of the same size as that provided, from Contractor at no charge. Additional Green Waste Carts may be obtained from Contractor, which will be charged at the rate set forth in Exhibit 1.

6.4. Recyclable Material Cart Service. Contractor shall provide weekly Cart Service for collection of Recyclable Material to all Residential Accounts, on the same day as Solid Waste collection. Contractor shall supply each Residential Premises with one (1) Recyclable Materials Cart of approximately 96 gallons, but may provide two (2) 35-gallon Carts where required by space limitations at a Residential Premises or a Customer's inability to handle a larger Cart, upon approval of the City Manager. Contractor and City agree that the list of materials to be collected in the Residential

recycling program as set forth in Exhibit 2 shall be reviewed from time to time and may be modified by the mutual agreement of both parties.

6.4.1. Accounts may obtain one (1) additional Recyclable Material Cart, of the same size as that provided, from Contractor at no charge. Additional Recyclable Material Carts may be obtained from Contractor, which will be charged at the rate set forth in Exhibit 1.

6.5. Bagster® Service. Contractor will provide Bagster® Service, consisting of collection of the Bagster® bag and processing/disposal to all Residential Accounts purchasing a Bagster® bag and requesting collection, as a special service.

6.6. Residential Service Requirements.

6.6.1. Collection Location. All Carts will be serviced at curbside along a public street. Accounts will be responsible for placing the Carts at the proper location for collection, except for Residential Premises receiving disabled service.

6.6.2. Record of Non- Collection. When Solid Waste is not collected by Contractor, a tag shall be fastened to the Container, which is the least 2-7/8", by 5-3/4" in size indicating the reason for non-collection. Reasons for non-collection may include the presence of Hazardous Waste, Biohazardous Waste, Special Waste, Universal Waste or hazardous substances in the Container, materials placed in plastic bags or otherwise not in the required Containers, placement of palm fronds or large tree trunks or limbs into the Green Waste Cart, overweight Green Waste Carts, the commingling of Green Waste with Solid Waste, or the compacting of materials in such a manner that the contents of a Cart will not of their own weight fall out of the Cart when it is turned upside down. Contractor shall maintain a log containing the name and address of each Account where Solid Waste is tagged and the date of such tagging. The log shall be maintained for inspection by representatives of the City upon request.

6.6.3. Missed Pick-ups. In the event that Contractor fails to provide collection service to a Residential Account, where the Carts had been timely and properly set out for collection, Contractor will complete the collection from the Residential Account no later than the next business day following notification of the missed pickup.

6.6.4. Holiday Tree Collection Program. Contractor will collect, transport and divert from landfilling to the extent practicable, Christmas trees which are placed at the curbside a all Residential Premises on the three scheduled collection days following Christmas Day. Contractor is not required to collect or accept artificial Christmas trees, trees containing decorations, ornaments, tinsel, debris, support stands or other foreign matter.

6.6.5. Bulky Items. Contractor will provide Bulky Items pickup service to all

Residential dwelling units, including both single-family and multi-family Residential Premises, up to four (4) times each year. Customers may place up to four (4) Bulky Items out for collection per pickup. Customers will provide Contractor with one (1) business day advance notice and the Bulky Items will be collected on the next regular collection day. Additional pickups, or additional items per pickup, are subject to an additional service fee.

6.6.6. Disabled Service. Upon authorization from the City, Contractor shall provide back-yard service, at no additional cost, for disabled or physically challenged Residential Accounts who provide a doctor's statement certifying their disabled status and expected duration, along with a signed affidavit in a form provided by Contractor stating that no able-bodied person is available at the Residential Premises to bring Carts to the collection location.

6.6.7. Contractor will provide a program for collection and safe processing of "sharps waste" generated at Residential Accounts, through a community or mail-based program. "Sharps waste" includes, but is not limited to, hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications. Contractor will develop and distribute public education materials to promote this program. The total value of sharps waste collection services shall not exceed \$7,000.00 during any July 1 – June 30 period during the term.

6.6.8. Contaminated Recyclable Material Carts.

6.6.8.1. Contractor and City anticipate that all Residential Cart Service Customers will participate in Contractor's recycling programs in a manner such that the total level of contamination in Recyclable Material Carts will not exceed ten percent (10%). As used herein, "contamination" refers to Materials placed in a Recyclable Material Cart other than those Recyclable Materials identified in Exhibit 2. City and Contractor agree to utilize the following procedures to assist in achieving the above contamination goal:

6.6.8.2. If Contractor documents that a particular Premises has a Recyclable Material Cart with excessive contamination, Contractor shall service the Recyclable Material Cart, making whatever accommodations are necessary, such as collecting the Recyclable Material Cart as Solid Waste or removing the contamination prior to collection, and may charge an Extra Pick-up Fee in an amount that does not exceed the maximum rate set forth in Exhibit 1. Contractor will notify the Customer, by mail or email, with a notice that includes:

6.6.8.2.1. The fact the Recyclable Materials Cart required special handling, and the contents could not be recycled due to the presence of inappropriate material in the Recyclable Material Cart;

6.6.8.2.2. A description of the Recyclable Materials that are appropriate for collection in the Recyclable Materials Cart;

6.6.8.2.3. An explanation that a subsequent incident of excessive contamination may result in non-collection, the imposition of an Extra Pickup Fee or a Contamination Fee, and, where warranted, requiring additional or larger-sized Solid Waste Carts at an additional cost to the Premises; and

6.6.8.2.4. A phone number to contact Contractor to obtain additional information and/or receive responses to questions the Customer may have.

6.6.8.3. In the event the Customer in question continues to place Recyclable Materials Carts with excessive contamination out for collection, Contractor may collect the Recyclable Materials Cart in the same manner as a Solid Waste Container, or remove the contamination, and may charge an Extra Pickup Fee, in an amount that does not exceed the maximum rate set forth in Exhibit 1. Where there have been three or more instances of excessive contamination by a Premises in any 12-month period, Contractor may, as appropriate: 1) deliver additional or larger Solid Waste Carts to the Premises at rates that do not exceed the maximum rates set forth in Exhibit 1, or 2) charge a Contamination Fee in an amount that does not exceed the maximum rate set forth in Exhibit 1.

## 7. CITY FACILITIES AND SERVICES.

7.1. Contractor will provide Solid Waste, Green Waste, and Recyclable Material collection services at designated facilities at no charge to the City. Locations and required services are described in Exhibit 3 hereto. Additional requests for free service at City facilities will be limited to Forty Thousand Dollars (\$40,000.00) per calendar year.

7.2. Emergency Service. Contractor will assist City at the City's request with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers normally assigned to City. Contractor may charge City for actual disposal costs, plus service rates in accordance with Exhibit 1. Within sixty (60) days of the effective date of this Agreement, Contractor shall submit a disaster preparedness plan for review and approval by the City.

7.3. Climate Change. Contractor will assist the City in monitoring the development of regulatory programs to implement state climate change legislation (AB 32), and in developing programs and tracking mechanisms as required for compliance at the request of the City, as a change in service.

7.4. Used Battery Recycling. Contractor shall provide three (3) BatteryTracker™ used

battery containers, at locations selected by the City, for use by Residential Accounts. Contractor will remove the container when full and replace it with an empty container. The annual cost to Contractor to provide this service shall not exceed six thousand dollars (\$6,000.00). Contractor will provide City a quarterly report regarding usage of BatteryTracker™ containers and the amount spent to date to provide this service. If additional servicing of containers is warranted based on Customer demand, this may be provided as a changed service in accordance with Section 2.5.

- 7.5. Other In-Kind Services. Contractor shall provide the in-kind services identified in Exhibit 4 to City at no additional cost. The listing of services in Exhibit 4 may be modified from time to time, and Contractor may provide in-kind services for other City special events, by mutual agreement of the Parties.
- 7.6. Edible Food Recovery Support. At no cost to the City, Contractor agrees to provide support to the City's Edible Food Recovery program as required under SB 1383. Contractor support may include educating commercial edible food generators, and providing records of site visits, conducting education efforts, and listing food recovery organizations.

## 8. CUSTOMER SERVICE; COMPLAINTS

- 8.1. Office Hours. Contractor shall maintain a Customer service office with assigned personnel accessible by a local phone number or a toll-free number to receive Customer requests directed to City. Contractor's office hours shall be from 8:00 a.m. to 5:00 p.m. on Monday-Friday, and 8:00 a.m. to 12:00 p.m. on Saturdays. Contractor may discontinue use of the local telephone number upon approval of the City Manager, as long as the toll-free number is available to Customers.
- 8.2. Emergency Telephone Number. Contractor shall maintain an emergency telephone number, for use by City personnel only, outside office hours identified in Section 8.1. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than office hours.
- 8.3. Service Complaints. All Customer complaints shall be directed or referred to Contractor. During office hours, Contractor shall maintain a complaint service and a telephone answering system. Contractor shall record all complaints, including date, time, complainant's name and address if the complainant is willing to give this information, and date and manner of resolution of complaint. Contractor shall maintain this information in a computerized daily service complaint log. Any such calls received via Contractor's answering service shall be recorded in the service complaint log the following working day. This service complaint log shall be available for review by the City during Contractor's office hours. Upon request from the City Manager, Contractor will submit the service complaint log for the most recent thirty (30) day period.

8.4. Customer Service Standards. Contractor shall maintain a telephone answering system capable of accepting at least fifteen (15) incoming calls at one time. Contractor shall record all calls including any inquiries, service requests and complaints into the service complaint log. All incoming calls will be answered within five (5) rings. Any call “on-hold” in excess of 1.5 minutes shall have the option to remain “on-hold” or to be switched to a message center where Customer can leave a message. Contractor’s Customer service representative shall return Customer calls. Contractor shall make a minimum of three (3) attempts within two (2) business days of the receipt of the call. If Contractor is unable to reach the Customer within two (2) business days, Contractor shall leave a voice message, and if no voice recording is available shall send a postcard to the Customer on the third business day after the call was received.

## 9. EDUCATION AND PUBLIC AWARENESS.

9.1. General. Contractor acknowledges that education and public awareness are essential elements of efforts to achieve AB 939 requirements. Accordingly, Contractor shall develop and implement a public education and information program in order to explain program offerings, maximize participation in the Residential recycling effort, and provide information on other matters such as holiday collection schedules, the availability of bulky items and sharps collection, temporary collection services and other special collection services. procedures for complaints and service requests, instructions for the proper filling of Containers, instructions as to what materials may or may not be placed into the Recycled Material Container, and the amount of the Overage Fee and Contamination Fee to be charged for non-compliance. The public education and information program for Residential Accounts shall occur at a frequency of not less often than twice annually through full color community messages. The public education and information program for Commercial/Industrial Accounts shall occur at a frequency of not less often than once annually through the use of bill inserts. In addition, Contractor shall distribute electronic welcome brochures with the above information to new Residential Customers at the time they apply for service, upon receipt of the Customer’s email address from the City. Contractor shall also provide a website specific to the City providing the above information. The various elements of the public education and information program shall be reviewed and approved by the City Manager prior to implementation, and not later than ninety (90) days the Effective Date. The direct costs of implementing the program shall be borne by Contractor.

9.2. Waste Generation/Characterization Studies. Contractor acknowledges that the City may be required periodically to perform Solid Waste generation and disposal characterization studies to comply with AB 939 or other waste diversion requirements. Contractor agrees to participate in, and to cooperate with the City and its agents in the preparation of these studies at no additional cost to the City.

## 10. OPERATIONS.

- 10.1. Collections. Collection of Solid Waste, Green Waste and Recyclable Material from Residential Premises will occur on Monday. From time to time, Contractor may submit a revised routing plan, and may implement the revised routing plan upon approval by the City Manager. Collection from Commercial/Industrial Premises may occur on Monday through Saturday. Residential collection shall not begin prior to 6:00 am, and Commercial/Industrial collection will not begin prior to 5:30 am where the Commercial/Industrial Premises is within five hundred (500) feet of an occupied Residential Premises. All three Containers used for Residential service shall be collected on the same collection service day. Where the normal collection day falls on a holiday, collection service shall be provided on the next business day following the holiday, ending with Saturday of that week. Holidays are New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.
- 10.2. Waste Stream Monitoring. Contractor shall train its collection employees in Hazardous Waste and Special Waste monitoring methods at least annually. Contractor will perform a Household Hazardous Waste Audit annually, which will consist of a visual inspection and documentation of the contents of a random sampling of single-family homes within the City. The results of the audit will be recorded and reported to the City. Any unauthorized material discovered in the audit will be tagged and returned to the resident along with information on proper disposal options along with the dates and location for Household Hazardous Waste Roundups sponsored by Los Angeles County.
- 10.3. Vehicles
- 10.3.1. General. Contractor must provide collection vehicles sufficient in number and capacity to efficiently perform the services required by this Agreement. Contractor must have available on collection days at least one (1) auxiliary vehicle to respond to any and all complaints and emergencies.
- 10.3.2. Vehicle Specifications. All collection vehicles conform to the highest industry standards and shall be maintained in a clean and efficient condition. All collection vehicles shall comply applicable provisions of South Coast Air Quality Management District Rule 1193. The City and Contractor acknowledge and agree that they in compliance with their respective obligations under Rule 1193 by means of Contractor's exclusive use of alternative fuel collection vehicles. In addition, collection vehicles shall conform to applicable California Air Resources Board requirements. The California Highway Patrol shall inspect all collection vehicles annually. All certificates issued in the course of such inspections shall be submitted to the City Manager following the execution of this Agreement and upon each anniversary date during the term of this Agreement. All vehicles and Containers used to perform this Agreement shall be kept clean and in good appearance, in good repair and will be uniformly painted to the satisfaction of the City Manager."

10.3.3. Vehicle Identification. Contractor's (or its affiliate's) name, local telephone number, and a unique vehicle identification number selected by Contractor and approved by the City must be prominently displayed on all vehicles, in letters and numbers no less than three inches high.

10.3.4. Vehicle Maintenance. Contractor must inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly, or vehicles in such a condition as to be unsafe or excessively noisy, must be removed from service until repaired and operating properly. Contractor must keep accurate records of all vehicle maintenance, recorded according to date and mileage (or hours of operation), and must make those records available to the City upon request.

10.3.5. City Inspection. The City Manager may order the removal of any vehicle from service within the City if such vehicle is found to be in nonconformance with the requirements of this Section 10.3. Any vehicle removed from service will not be placed back into service without the approval of the City Manager.

10.3.6. Vehicle Operation.

10.3.6.1. Vehicles must be operated in compliance with the California Vehicle Code, and all applicable local ordinances. Contractor may not intentionally load vehicles in excess of limitations on vehicles imposed by state or local weight restrictions.

10.3.6.2. Solid Waste shall be covered at all times except when it is being loaded or unloaded or when a vehicle is moving along the collection route.

10.3.7. Minimization of Spills. Contractor must use due care to prevent Solid Waste or fluids from leaking or being spilled or scattered during the collection or transportation process. If any Solid Waste or fluids leak, or are spilled during collection, Contractor must promptly clean up those materials to the satisfaction of the City. Each collection vehicle must carry a broom and shovel at all times for this purpose.

10.4. Containers.

10.4.1. Container Ownership. All Containers provided by Contractor under this Agreement shall remain the property of Contractor at all times.

10.4.2. Cart Specifications. Contractor shall utilize Carts for collection of Solid Waste, Green Waste and Recyclable Material designed and manufactured in accordance with standard industry specifications. The design of any new Carts proposed to be placed into service must be approved by the City Manager. Carts

shall conform with color requirements adopted in accordance with SB 1383.

10.4.3. Cart Maintenance and Replacement Responsibilities. Contractor is responsible for Cart repair and maintenance, graffiti removal, (within three (3) business days) and replacing lost, stolen or damaged Carts within seven (7) business days from receipt of a request at no additional charge. Contractor may charge the Account a special fee for repairing or replacing a Cart if the damage is due to loss, negligence or abuse by the Account. In no event may this charge be greater than Contractor's actual cost for replacement parts or a new Cart, and delivery. Each Customer is entitled to one replacement of the Solid Waste, Recyclable Material and Green Waste Carts during the term of this Agreement, without charge, upon request. In addition, Contractor will conduct an annual review of the overall condition of Carts in use in the City, and provide replacement Carts as needed to assure that all Carts in use are serviceable and have a good appearance.

10.4.4. Bin Specifications. Contractor will provide Bin Containers for collection of Solid Waste, and for the collection of Recyclable Material, as appropriate for individual Residential, or Commercial/Industrial Accounts. Contractor must maintain its Bins in a clean and sound condition, free from putrescible residue. Repairs or graffiti removal requested by an Account must be completed within five (5) business days of Contractor's receipt of the request. Bins shall conform with color requirements adopted in accordance with SB 1383.

10.4.5. Bin Maintenance and Replacement Responsibilities. Contractor may charge the Account a fee for repairing or replacing a Bin if the damage is due to loss, negligence or abuse by the Account, or for cleaning of a Bin, as a special service.

10.4.6. Roll-off Boxes Specifications. Contractor will provide clean Roll-Off Boxes, free from graffiti, and equipped with reflectors. Contractor must properly cover all open Roll-Off Boxes during transport to the disposal site.

## 10.5. Personnel

10.5.1. Contractor must furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical, and efficient manner. All drivers must be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

10.5.2. Contractor must establish and vigorously enforce an educational program to train Contractor's employees in the identification of Hazardous Waste. Contractor's employees must not knowingly place any Hazardous Waste in the collection vehicles, nor knowingly dispose of any Hazardous Waste at a processing facility or disposal site.

- 10.5.3. Contractor must train its employees in customer courtesy, prohibit the use of loud or profane language, and instruct collection crews to perform all work quietly. Contractor must use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner.
- 10.5.4. Contractor may not discriminate in the provision of service or the employment of persons engaged in the performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal or state law.
- 10.6. Transportation of Solid Waste. Contractor must transport all Solid Waste collected to a permitted transfer station, materials recovery facility, processing facility or disposal site. Contractor shall be responsible for payment of all disposal and processing fees or charges. Contractor will use reasonable efforts to divert Recyclable Material and Organics Waste from landfill disposal. Contractor will maintain complete, accurate and up-to-date records of the quantities of Solid Waste transported to the transfer station, materials recovery facility, processing facility or disposal site and must cooperate with the City in any audits or investigations of those quantities.
- 10.7. Green Waste Diversion. Commencing on the January 1, 2020, the effective date of AB 1584, Contractor will divert green waste collection from disposal, as defined by regulations adopted by CalRecycle. Contractor is responsible for monitoring how the Green Waste will be diverted at selected processing facilities and for selecting alternative facilities if necessary to ensure full diversion credit.
- 10.8. Diversion Requirements.
- 10.8.1. Contractor shall use commercially reasonable efforts to assist City to comply with AB 939 diversion and program requirements, including but not limited to any new requirements mandated in accordance with SB 1383, or any future legislation. Contractor shall provide documentation to City within forty five (45) days of the end of each calendar year stating and supporting that calendar year's diversion rate.
- 10.8.2. If City fails to comply with CalRecycle diversion or program standards due to Contractor's failure to implement the diversion programs provided for in this Agreement, Contractor must submit a corrective action plan to assist City to comply with AB 939, by May 15<sup>th</sup> following the year the diversion or program requirements were not met. Contractor's corrective action plan is subject to approval by the City Manager, and to be approved must constitute a good faith corrective action plan to allow City to comply with AB 939. Implementation of the corrective action plan will be at Contractor's sole cost and expense. Provided that Contractor has implemented all required diversion programs required under this Agreement, and has submitted a corrective action plan acceptable to the City, Contractor's failure to meet the diversion or program requirements shall not constitute an event of default under this Agreement.

10.8.3. In the event that the State of California increases the mandated diversion percentage of 50% diversion (currently set forth in Public Resources Code Section 41780), requires new programs in addition to those already mandated by the Act under AB 341 and AB 1826 (including but not limited to regulations adopted to implement SB 1383), or changes the methods for obtaining or measuring compliance with existing requirements, City may impose new or additional recycling requirements in accordance with the City's Source Reduction and Recycling Element. Contractor shall be entitled to a reasonable rate adjustment with respect to costs associated with these new or additional recycling requirements in accordance with Section 2.5.

10.8.4. Notwithstanding any other provision of this Agreement to the contrary, where there are no commercially viable markets for a specific type of Recyclable Material, or Contractor is unable to identify a market for one or more individual Recyclable Materials despite the exercise of commercially reasonable efforts to process and market the Material, and determines, in the interest of safeguarding public health, to dispose of the Recyclable Material, such a determination shall not constitute a failure to implement a diversion program, a failure to implement a program, or an event of default hereunder.

11. REPORTING. Contractor shall report to the City each month the total tons of Solid Waste disposed of, total tons of each Recyclable Material collected and diverted, total tons of Organics Waste collected and diverted, total tons of Construction and Demolition Waste collected and diverted, and the number of participating units by service type. The monthly report shall be prepared in a format prescribed by the City Manager. The City is entitled to review Contractor's records during Contractor's office hours to the extent required to verify performance of Contractor's obligations under this Agreement, including a City-specific cost of service allocation.

12. INSURANCE: Contractor agrees to obtain and keep in force during the term of this Agreement, public liability and property damage insurance issued by a company to be approved by the City Attorney in an amount of not less than Five Million Dollars (\$5,000,000.00) public liability, and Five Million Dollars (\$5,000,000.00) property damage, said policy or policies shall (1) provide that the City, its elected and appointed officials, officers, agents and employees are additional insureds with respect to the subject matter and performance of this Agreement, and (2) provide that the policy or policies shall not expire, terminate, or be cancelled, or the coverage reduced, unless and until after thirty (30) days written notice is given to the City (ten (10) days notice for cancellation due to failure to pay premium). Contractor shall obtain and maintain sufficient Workers' Compensation Insurance, as required by State Law, and Employer's Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00). Contractor shall cause a certificate of insurance to be filed with the City evidencing such coverages.

### 13. INDEMNIFICATION

- 13.1. General Liability. Contractor shall indemnify, defend, and save harmless the City, its officers, agents and employees (the "Indemnitees"), for and from any and all loss, liability, claim, demand, action or suit, of any and every kind and description, arising or resulting from or in any way connected with any operations of Contractor in performing the obligations required by this Agreement, or arising or resulting from the failure of Contractor to comply in all respects with the provisions and requirements of this Agreement, or arising or resulting from the failure of Contractor to comply with applicable law, except to the extent of the active negligence, willful misconduct, or violation of applicable law by the Indemnitees. Subject to the scope of this indemnification and upon demand of the City, Contractor shall appear in and defend the City and its officers, employees and agents in any claims or actions, whether judicial, administrative or otherwise arising out of the above. The obligations of Contractor to the Indemnitees which arise under this Section 13.1 shall not be restricted to any insurance proceeds, and shall survive the expiration or termination of this Agreement.
- 13.2. CERCLA Liability. Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents for all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, cause of action, interest and expenses (including but not limited to reasonable attorneys' and experts' fees) of any kind whatsoever paid, incurred, or suffered by or against the City arising from or attributable to any repair, clean up, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (CERCLA), the California Health and Safety Code ("H&S Code") or other similar federal, state or local law or regulations, with respect to Contractor's collection, handling, and transportation of Solid Waste as accepted for collection by Contractor from Customers pursuant to this Agreement and with respect to Contractor's disposal or processing of such Solid Waste at the landfill or processing sites selected by and utilized by Contractor. The indemnity contained in this Section 13.2, is intended to operate as an agreement of Contractor pursuant to Section 107(e) of CERCLA and the H&S Code Section 25364 to defend, protect, hold harmless and indemnify the City. Subject to the scope of this indemnification and upon demand of the City made by and through the City Attorney, Contractor shall appear in and defend the City and its officers, employees and agents in any claims or actions, whether judicial, administrative or otherwise arising out of this Agreement. The obligations of Contractor to the City which arise under this Section 13.2 shall survive the expiration of the grant of the right and privilege by the City which authorize Contractor to provide the services described in this Agreement.
- 13.3. AB 939 Liability. Subject to the requirements of Public Resources Code §40059.1, Contractor shall indemnify, protect, defend and hold the City harmless against all fines and penalties imposed by administrative order of the California Department of Resources Recovery and Recycling against the City for failure to meet waste diversion requirements under AB939. The obligation of Contractor to indemnify, protect and defend the City

shall include paying all reasonable legal fees and costs incurred by legal counsel designated by the City to represent the City in connection with any such administrative proceedings or litigation by the Board.

13.4. Road Surface Damage. Contractor shall be responsible for any extraordinary damage to City's driving surfaces, whether or not paved, resulting from and directly attributable to the illegally excessive weight of vehicles providing Solid Waste collection or the improper placement and removal of Containers on public or private property, but shall not be responsible for normal wear and tear.

14. BREACH AND TERMINATION. In the event Contractor should breach this contract; should it appear that any information submitted to City by Contractor at the time of contract award or during the term of the contract be false or fraudulent; should Contractor become bankrupt; make an assignment of this contract for benefit of creditors' allow a receiver or other officer to be placed in charge of Contractor's office or equipment and not cause removal within ten (10) days; incur a substantial number of recurring complaints, as determined by the City Manager, as to Contractor's service due to Contractor's failure to perform as herein provided; or should Contractor fail to correct any other deficiency in performance including those herein before mentioned within thirty (30) days after notice in writing by the City Manager to do so; City may cancel and terminate this contract and Contractor shall have no further rights under or with respect to this contract. However, Contractor shall have the right, upon written request, to have a determination by the City Manager that Contractor has failed to perform agreed upon services as provided for herein, reviewed by the City Council at Contractor's request, at any regular Council meeting held within forty five (45) days after Contractor has received notice that this contract has been terminated. In the event of such termination, Contractor and its sureties shall be jointly and severally liable to the City for any damages, expenses or losses sustained by the City in the performance of Contractor's obligations hereunder, in the collection of refuse within the City, for the readvertising or letting of another contract therefore, and for the difference, if any, between the contract price as provided by this contract and the amount which City is obligated to pay under the new contract, including, but not limited to all reasonable costs and attorney's fees incurred by the City in the termination of this contract and the negotiation of a new contract provided further, however that the extent of the sureties' liability shall be the amount of the faithful performance bond provided for in these specifications.

15. EXCUSE FROM PERFORMANCE; FORCE MAJEURE.

15.1. If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the

affected party, then the affected party shall be excused from performance hereunder during the period of such disability.

15.2. The party claiming excuse from performance shall promptly notify the other party when it learns of the existence of such cause and when such cause has terminated.

15.3. The interruption or discontinuance of services by a party caused by circumstances outside of its control shall not constitute a default under this Agreement.

16. ASSIGNMENT. Contractor's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, except that the City's consent to an assignment to an affiliate of Contractor shall not be required.

#### 17. CUSTOMER BILLING AND PAYMENT; SERVICE RATES.

##### 17.1. Residential Cart Service.

17.1.1. Invoicing and Payment to Contractor. City shall invoice and collect payments from Residential Accounts. The City shall compensate Contractor monthly for services billed by the City, in a total amount based upon the per unit standard service charge, as it may be adjusted from time to time, and any additional Cart fees or Cart exchange fees provided in Exhibit 1. In calculating such monthly compensation to Contractor, the applicable per unit rates shall be multiplied by the number of Carts serviced.

17.1.2. Lifeline Discount. Low income residential customers who qualify for the "Lifeline" discount through the City of La Verne Water Company will receive a 30% discount on their monthly trash rates. City will notify Contractor of customers who qualify for the Lifeline discount on no less than a quarterly basis. The City may deduct the monthly Lifeline discount from the monthly residential refuse service payments made to Contractor pursuant to Section 17.1.1.

17.1.3. Contractor Submittal of Invoicing Information. On or before the 30<sup>th</sup> of each month, Contractor shall provide City the following information for the prior calendar month. This information will be incorporated into the next invoice submitted by City to a Residential Account.

17.1.3.1. all additional Cart deliveries or Cart exchanges for the previous month, for billing by the City;

17.1.3.2. a listing of all account locations where service was initiated or canceled during the previous month;

17.1.3.3. all changes in the level of service provided to any Account; or

17.1.3.4. any applicable changes to the rates for any Account.

- 17.1.3.5. any assessments of the Contamination Fee to Residential Accounts.
- 17.1.4. Payment to Contractor. City will pay Contractor all amounts owing in accordance with Sections 17.1.1 and 17.1.2 by the 30<sup>th</sup> day of each month, except for Special Fees, which shall be paid on the 30<sup>th</sup> day of the next month following the submittal of information under Section 17.1.2.1. The City may deduct fees imposed under Section 3.2.1 from the payment to Contractor, along with a statement detailing the basis for the deduction.
- 17.1.5. Annual Determination of the Number of Residential Carts
  - 17.1.5.1. Prior to December 31, 2019, and each anniversary date thereafter, the number of Residential Carts for which Contractor shall be compensated by the City shall be determined as follows:
  - 17.1.5.2. Not later than September 30 of each year, the City shall provide to Contractor the total number of Residential Carts as determined by the City.
  - 17.1.5.3. Contractor shall have thirty (30) days to review the total number of Residential Carts and the supporting documentation supplied by the City.
  - 17.1.5.4. Contractor shall inform the City in writing not later than five (5) days following the end of the thirty (30)-day review period of any disagreement with the total number of Residential Carts and the basis for such disagreement. Failure to so inform the City shall constitute acceptance of the total number of Residential Carts as determined by the City.
  - 17.1.5.5. If Contractor and the City are unable to agree upon the total number of Residential Carts within 10 days after receipt from Contractor of the notice of disagreement, the City Council shall establish the total number.
- 17.1.6. Upon the request of the City, Contractor agrees to negotiate in good faith with City regarding Contractor's assumption of billing responsibility for Residential Cart Service upon mutually agreeable terms.
- 17.2. Invoicing for Invoicing for Commercial/Industrial Services and Other Services.
  - 17.2.1 Contractor shall invoice and collect payments from Commercial/Industrial Accounts receiving permanent Bin Service, Roll-Off Service or Cart Service on a monthly basis in advance, as provided in Exhibit 1, as adjusted. Contractor may require a security deposit from Commercial/Industrial Accounts with a history of non-payment.
  - 17.2.2 Contractor shall invoice and collect payments from Residential Accounts or Commercial/Industrial Accounts receiving Temporary Bin or Roll-Off Service in

arrears upon the completion of service, and may use payment by credit card or ACH. Contractor shall invoice Residential Accounts for special services, except for additional Cart deliveries or Cart exchanges, and any other service fees or Special Fees where City billing is not provided under Section 17.1.1. Contractor shall collect payment from Residential Accounts or Commercial/Industrial Accounts receiving Bagster® Service, and may use payment by credit card or ACH, at a reasonable rate negotiated between the Account and Contractor.”

17.3. Account Delinquency. With respect to Residential Accounts billed by the City, Contractor will suspend service upon the direction of the City, for such periods of time as determined by the City. With respect to Accounts billed by Contractor, Contractor will provide an Account with a notice of delinquency in the event of non-payment after thirty (30) days from the date of the invoice. In addition, Contractor may charge a Late Fee in the amounts set forth in Exhibit 1 for such time as the bill remains unpaid, as a Special Fee. If payment is not received within thirty (30) days from the date of the notice of delinquency, Contractor may terminate collection service at the delinquent Account until payment in full or all amounts due has been received, including an Activation Fee. Contractor will provide the City a list of delinquent accounts billed by Contractor upon request.

17.4. Service and Rate Disputes. Any disputes between Contractor and an Account regarding the provision of services, including the size and location of Containers, frequency of collections, or the amount of any Special Fees charged by Contractor, including the reasonableness of charges for Bagster® Service, will be referred to the City Manager for determination. Thereafter, either Contractor or the Account may appeal the City Manager’s determination to the City Council, whose decision shall be final. Contractor will notify the City of the then-applicable rates for Bagster® Service each July 1 during the term of this Agreement.

17.5. [reserved]

17.6. Rate Adjustments.

17.6.1. Annual Adjustment. Beginning on the Effective Date, Contractor shall provide services for an amount not to exceed the rates set forth in Exhibit 1. Beginning July 1, 2020 and on each July 1 thereafter, all rates set forth in Exhibit 1, including all ancillary fees and charges, shall be adjusted to reflect the percentage increase in the CPI – Garbage and Trash, by calculating the average of the changes in the CPI between each month during the January to December period immediately preceding the date of the rate adjustment and the same month in the preceding year. All requests for rate adjustments shall be submitted by Contractor to the City Manager by or before March 1<sup>st</sup> of each year beginning with March 1, 2020. The City Manager shall review the information submitted by Contractor for completeness and accuracy, and the parties agree to negotiate in good faith regarding any dispute.

17.6.2. Extraordinary Adjustment. Contractor may request an adjustment to the rates at other times to provide for the reimbursement of unusual increased costs of providing service under this Agreement, but not more than once in any twelve (12) month period. Unusual increased costs may arise from changes in service mandated by the City; changes to the La Verne Municipal Code affecting Contractor's operations; changes in the cost of disposal or processing of Solid Waste and Organics Waste ( in excess of the CPI; changes in the net cost/value of collected Recyclable Material following processing, transportation and sale; changes in state or local government Solid Waste fees and charges; changes in the law (including but not limited to new state or local diversion requirements or programs, or methods for calculating diversion); rate adjustments imposed by any transfer facility utilized by Contractor (not owned or operated by Contractor or an affiliate) in excess of the CPI; changes in fuel prices in excess of the CPI; or freight embargoes or delays in transportation; but shall not include circumstances within the control of Contractor, such as changes in the purchase price of new equipment, amounts reimbursed by insurance companies, or rebates of any type. For each request, Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable to the City with support for all assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in its reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any, within thirty (30) days of receipt of Contractor's request. Notwithstanding the above, a requested adjustment may not be denied when arising from changes in service mandated by the City, changes to the La Verne Municipal Code affecting Contractor's operations, or changes in state or local government Solid Waste fees and charges.

17.6.3. Recyclables Services Costs. From July 1, 2019 through June 30, 2020 Contractor shall determine baseline values for collection, processing and return to market for recyclable materials collected from City, in the aggregate, and will meet and confer with City with regard to these calculations ("Baseline Values"). Beginning July 1, 2020, Contractor may request an Extraordinary Adjustment in accordance with Section 17.6.2 on the basis of changes in the net cost/value of collected Recyclable Material following processing, transportation and sale by utilizing the Baseline Values calculations. Contractor must provide verifiable documentation to the City's reasonable satisfaction of the change in Baseline Values if the City is to grant any Extraordinary Adjustment request.

## 18. OTHER AGREEMENTS OF THE PARTIES.

18.1. Relationship of Parties. The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by the City and not as an officer or employee of the City, nor as a partner of or joint venturer with the City. No employee or agent of Contractor shall be deemed to be an employee or agent of the City. Except as otherwise expressly provided herein, Contractor shall have exclusive control over the manner and means of conducting the services performed under this Agreement, and over all persons performing those services. Contractor is solely responsible for the

acts and omissions of its officers, employees, subsidiaries, subcontractors, affiliates and agents. Neither Contractor nor its officers, employees, subsidiaries, subcontractors, affiliates and agents will obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with the City.

- 18.2. Compliance with Law. In providing the services required under this Agreement, Contractor must, at its sole cost, comply with all applicable laws and regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, that are now in force and as they may be enacted or amended during the term of this Agreement. Among other things, Contractor is required to obtain and maintain a City business license. In connection with this Agreement, the City must, at its sole cost, comply with all applicable laws and regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, that are now in force and as they may be enacted or amended during the term of this Agreement.
- 18.3. Governing Law. This Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of California.
- 18.4. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties to this Agreement and their representatives, successors, and permitted assigns.
- 18.5. Waiver. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any moneys that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.
- 18.6. Notice. Notice under this Agreement shall be given by United States Mail, postage prepaid, addressed as follows:

City:

City Clerk  
City of La Verne  
3660 "D" Street  
La Verne, CA 91750

Contractor:

Director of Operations  
USA Waste of California, Inc.  
13940 East Live Oak Avenue  
Baldwin Park, CA 91706

Copy to:

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

- 18.7. Attorney's Fees. In any action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party is entitled to an award of attorney's fees in the amount reasonably incurred in the prosecution or defense of that action. The term "prevailing party" means the party entitled to recover costs of suit, upon the conclusion of the matter, in accordance with the laws of the State of California.
- 18.8. Entire Agreement. This Agreement, including the exhibits, constitutes the entire agreement between the parties with respect to the matters covered. No verbal agreement or understanding with any officer, agent, or employee of the City, either before, during, or after the execution of this Agreement, will affect or modify any of the rights or obligations herein contained.
- 18.9. Section Headings. The section headings in this Agreement are for the convenience of reference only and are not intended to be used in construing this Agreement, nor are they intended to alter or affect any of its provisions.
- 18.10. References to Laws. All references in this Agreement to laws will be understood to include existing laws as they may be subsequently amended or recodified, unless otherwise specifically provided.
- 18.11. Interpretation. This Agreement, including the attached exhibits, will be interpreted and construed reasonably, and neither for nor against either party, regardless of the degree to which either party participated in their drafting.
- 18.12. Amendments. This Agreement may not be amended in any respect except by a writing signed by the parties.
- 18.13. Severability. If any provision of this Agreement is for any reason determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, including but not limited to a change in applicable federal, state or local law, the invalidity or unenforceability of that provision will not affect any of the remaining provisions of this Agreement, which provisions will be enforced as if such invalid or unenforceable provision had not been included.
- 18.14. Non-Waiver Provision. Failure of either party to exercise any of the remedies set forth in this Agreement within the time periods specified will not constitute a waiver of any rights of that party with regard to an event of nonperformance, whether determined

to be a breach, excused performance, or unexcused default by the other party.

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below the authorized signature.

ATTEST:



Asst CITY CLERK

CITY OF LA VERNE

By: 

Title: Mayor Don Kendrick


Date: July 22, 2019

APPROVED AS TO FORM:



CITY ATTORNEY

USA WASTE OF CALIFORNIA, INC.,  
a Delaware corporation

By:   
(Authorized Representative)

Title: President-Southern California Area

Date: August 1, 2019

EXHIBIT 1  
Initial Rates

**CITY OF LA VERNE EXHIBIT J**  
**Effective July 2018**

<b>Residential Carts</b>	<b>Base</b>	<b>Increase</b>	<b>Admin Fee</b>	<b>Total</b>
35 Gallon Trash Cart	\$18.02	\$ 0.40	1.40	\$19.82
64 Gallon Trash Cart	\$20.04	\$ 0.44	1.40	\$21.88
96 Gallon Trash Cart	\$22.17	\$ 0.49	1.40	\$24.06
Additional Trash Cart - 96 Gallon				\$8.82
Additional 64-Gallon Greenwaste or Recycle Cart (in excess of two)				\$8.39
Mechanized Container Size Exchange - No Charge for switching to smaller trash cart				\$16.54
Bulky Item Pick Ups (over 3 cubic yds or in excess of 4 no charge collections)				\$27.56
Residential Extra P/U				\$22.05
Replacement of damaged or lost cart (after one free replacement)				\$55.13

**CITY OF LA VERNE COMMERCIAL RATES**

<b>Bin Size</b>	<b>Frequency of Pick Up per Week</b>					
	<b>1X</b>	<b>2X</b>	<b>3X</b>	<b>4X</b>	<b>5X</b>	<b>6X</b>
<b>1.5 Yard Bin</b>	\$ 117.39	\$ 207.84	\$ 266.96	\$ 348.10	\$ 429.60	\$ 545.73
Each Additional Bin	\$ 72.08	\$ 116.44	\$ 144.15	\$ 190.37	\$ 236.54	\$ 303.10
Extra Pick Up Charge	\$ 51.91					
<b>2 Yard Bin</b>	\$ 127.27	\$ 228.15	\$ 292.84	\$ 417.35	\$ 472.10	\$ 599.61
Each Additional Bin	\$ 116.63	\$ 194.90	\$ 212.54	\$ 253.10	\$ 293.85	\$ 354.82
Extra Pick Up	\$ 64.32					
<b>3 Yard Bin</b>	\$ 150.26	\$ 270.68	\$ 340.85	\$ 448.09	\$ 555.26	\$ 706.78
Each Additional Bin	\$ 109.02	\$ 175.55	\$ 218.05	\$ 290.15	\$ 362.21	\$ 463.83
Extra Pick Up	\$ 69.52					
<b>4 Yard Bin</b>	\$ 171.60	\$ 309.49	\$ 390.79	\$ 512.74	\$ 638.42	\$ 815.82
Each Additional Bin	\$ 133.04	\$ 216.22	\$ 267.96	\$ 354.82	\$ 443.50	\$ 571.04
Extra Pick Up	\$ 80.93					

6 Yard Bin	\$ 219.24	\$ 396.31	\$ 494.26	\$ 651.29	\$ 835.75	\$ 1,035.74
Each Additional Bin	\$ 186.65	\$ 301.24	\$ 369.60	\$ 491.57	\$ 615.39	\$ 790.96
Extra Pick Up	\$ 119.81					

Recycling						
Bin Size	1X	2X	3X	4X	5X	6X
96 Gallon Cart (per cart-maximum 3 carts)	\$ 20.44	N/A	N/A	N/A	N/A	N/A
2 Yard Bin	\$ 28.75	\$ 59.17	\$ 88.76	\$ 118.35	\$ 147.93	\$ 177.52
3 Yard Bin	\$ 43.13	\$ 88.76	\$ 133.14	\$ 177.52	\$ 221.90	\$ 266.28
4 Yard Bin	\$ 57.51	\$ 118.34	\$ 177.53	\$ 236.70	\$ 295.87	\$ 355.04
6 Yard Bin	\$ 86.26	\$ 177.51	\$ 266.29	\$ 355.04	\$ 443.80	\$ 532.55
Extra Pickup	\$ 69.52					

Compactor Rates						
Bin Size	Frequency of Pick Up per Week					
	1X	2X	3X	4X	5X	6X
3 Yard compactor	\$ 349.88	\$ 584.69	\$ 637.62	\$ 759.30	\$ 881.55	\$ 1,064.47
Extra Pickup	\$ 208.55					

Organics Rates						
Bin Size	Frequency of Pick Up per Week					
	1X	2X	3X	4X	5X	6X
64 Gallon Cart	\$ 72.76	\$ 145.53	\$ 218.29	\$ 291.06	\$ 363.82	\$ 436.58
2 Yard bin	\$ 291.06	\$ 582.11	\$ 873.17	\$ 1,164.22	\$ 1,455.28	\$ 1,746.33

Insta Bin Rates	
Temp Bin rental per week	\$ 28.41
Insta Bin	\$ 142.09
Extra pick up	\$ 142.09

Other Commercial Rates		
	\$	
Resume Fee	37.48	
	\$	
Locking Bin Rate	11.43	Monthly per bin
	\$	
Replacement Lock	28.59	
	\$	
Replacement Key	5.20	
	\$	
Commercial Recycling Contamination	36.38	
	\$	
Commercial Valet Service	23.91	per bin, per number of days of service per week
	\$	
Overage Fee	51.97	per occurrence

Roll Off Rates		
	\$	
Haul Rate	292.55	
	\$	
Price Per ton	56.15	
	\$	
5 ton	280.75	
	\$	
Roll off Total	573.30	
	\$	
DTN	56.15	
	\$	
Trip	142.09	
	\$	
Relocate	56.84	
	\$	
Temp Roll off rental rate	28.41	
	\$	
C & D Haul Rate	292.55	
	\$	
C& D Rate Per Ton	55.41	
	\$	
Compactors	Roll off haul rate +	\$ 181.79
	\$	
Compactor cleaning fee	113.66	
	\$	
Greenwaste Haul Rate	292.55	
	\$	
Greenwaste Rate Per Ton	46.79	
	\$	
Recycle Rolloff	292.55	

## EXHIBIT 2

List of Acceptable and Non-  
Acceptable Recyclable Material

## EXHIBIT 2

### LIST OF ACCEPTABLE AND NON-ACCEPTABLE RECYCLABLE MATERIAL

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 - with screw tops only - empty	Mail
HOPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) -empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans - empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers - brown, clear, or green - empty	Magazines, glossy inserts and pamphlets

### COMMON EXAMPLES OF RECYCLABLE MATERIALS BY COMMODITY

Paper	Cardboard	Glass	Plastic	Metal
• Office Paper	• Cardboard Boxes	• Juice Bottles	• Plastic Water Bottles	• Aluminum Soda Cans
• Copy Paper	• Cereal Boxes	• Beer Bottles	• Plastic Soda Bottles	• Aluminum Beer Cans
• Junk Mail	• Tissue Boxes	• Wine Bottles	• Plastic Milk Jugs	• Fruit Cans
• Telephone Books	• Food Boxes	• Liquor Bottles	• Food Bottles	• Vegetable Cans
• Catalogs	• Milk Cartons	• Salad Dressing Bottles	• Condiment Bottles	• Juice Cans
• Computer Paper	• Juice Boxes	• Condiment Jars	• Assorted Food Jars	• Soup Cans
• Envelopes	• Soda/Beer Cartons	• Assorted Food Jars	• Jam & Jelly Jars	• Sauce Cans
• Brochures	• Egg Cartons (Paper Fiber)	• Baby Food Jars	• Plastic Laundry Jugs	• Assorted Food Cans
• Crayon Drawings	• Paper Bags		• Shampoo Bottles	• Pet Food Cans
• Wrapping Paper	• Gift Boxes		• Lotion Bottles	

COMMON EXAMPLES OF RECYCLABLE MATERIALS FOR PLASTICS 1, 2, AND 5

Symbol	Common Examples of Acceptable Items
<p><b>1</b> PET</p>	<p>Water bottles, soda bottles, peanut butter jars, salad dressing bottles, etc.</p>
<p><b>2</b> HDPE</p>	<p>Clear milk jugs, detergent bottles, bleach bottles, shampoo and conditioner bottles, plastic crates, plastic carts, lawn chairs, laundry baskets, etc.</p>
<p><b>5</b> PP</p>	<p>Tupper ware, yogurt containers, margarine tubs and other refrigerated containers, bottle tops, etc.</p>

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons	Aseptic Containers

### COMMON EXAMPLES OF NON-RECYCLABLE MATERIALS FOR PLASTICS 3, 4, 6 AND 7

Symbol	Common Examples of Non-Acceptable Items
<b>3</b> V	Food wrap, tile, PVC plumbing pipes, window frames, etc.
<b>4</b> LOPE	Grocery bags, shrink/cling wrap, garment bags, frozen food bags, sandwich bags, etc.
<b>6</b> PS	Throwaway utensils, meat packing, protective packing, Styrofoam insulation, packing peanuts, etc.
<b>7</b> OTHER	Plastic CDs/DVDs, baby bottles, eye glasses, exterior lighting fixtures, etc.

## EXHIBIT 3

# Service to City Facilities

**Exhibit 3**  
**La Verne City No Charge Refuse Hauling Services**

Account #	Name of Commercial Free Service Account	Address of Commercial Free Service Account	Free Service Container / Frequency
012-26824	Maintenance Facility	2620 1 <sup>st</sup> Street	4 - 3 yd/ 2X wk
012-37457	Maintenance Facility	2620 1 <sup>st</sup> Street	1 - 3 yd rcy/1x wk
012-47854	Maintenance Facility	2620 1st Street (tires)	1-40 yd roll off 2 x per year
012-26825	Public Safety Facility	2061 3 <sup>rd</sup> Street	1 - 3 yd/2x wk
012-26825	Public Safety Facility	2061 3 <sup>rd</sup> Street	1 - 3 yd rcy/1x wk
012-32841	Las Flores Park	3175 Bolling Ave.	1 - 6 yd/1x wk
012-32841	Las Flores Park	3175 Bolling Ave.	1 - 1.5yd rcy/1x wk
012-26823	City Hall	3660 D Street	1 - 3 yd/3x wk
012-37466	City Hall	3660 D Street	1 - 3 yd rcy/1x wk
012-192720	Fire Station	5100 Esperanza Dr.	2 - 96 gallon trash
012-192825	Fire Station	5100 Esperanza Dr.	1 - 96 gal rcy/1x wk
012-192825	Fire Station	5100 Esperanza Dr.	1 - 96 gal gw/1x wk
012-26928	Veterans Hall	2307 Magnolia	1 - 3 yd/1x wk (locking)
012-15873	Street Sweeping	Orange & D Street	3 - 12 yd lowboy 1x wk
012-15873	Street Sweeping	Orange & D Street	1 - 40 yd trash 1x week
012-26870	Wheeler Ave. Park	1499 Palomares	1 - 3 yd/1x wk
012-26870	Wheeler Ave. Park	add'l bin during peak season	1-3yd/2x wk/March - July add
012-26870	Wheeler Ave. Park	1499 Palomares	1-1.5yd rcy/1x wk
012-26967	Heritage Park	5001 Via De Mansion	2 - 3 yd/1x wk (valet svcs)
012-26865	Fire Station	4785 Wheeler	1 - 3 yd/1x wk
012-26865	Fire Station	4785 Wheeler	1-96 gal rcy
012-26865	Fire Station	4785 Wheeler	1-96 gal gw
012-37334	La Verne Community Svcs	2050 Bonita Ave	1-3yd bin 1x wk
012-202623	La Verne, Water	2870 Amherst St	1-3yd bin 1x week
012-43404	Pelota Park	add'l bin during peak season	1-3yd 1x week March-July
012-43404	Pelota Park	Holly Oak/Wheeler	1-1.5 yd rcy/1x wk
012-43404	Pelota Park	Holly Oak/Wheeler	1-3yd 1x wk

EXHIBIT 4  
Special Event Support

## Exhibit 4

### La Verne City Special Event Support Services

Events and support to be provided by Contractor:

#### Alley Clean-Ups

Each quarter, the City of La Verne and Waste Management will coordinate an alley cleanup consisting of 2-40yd roll offs for bulky items/trash. Alley cleanups to be publicized through the Waste Management residential newsletters and website.

#### 4<sup>th</sup> of July

250 event boxes/400 liners  
2-3yd bins at Bonita High School  
1-40yd roll off at Las Flores Park  
1-40yd roll off at Roynon Elementary  
2-3yd bins at United Methodist Church

#### National Night Out

25 event boxes/75 liners

#### La Verne on Tap

50 event boxes/100 liners

#### Sip of La Verne

70 event boxes  
100 liners