

**AMENDED AND RESTATED AGREEMENT
FOR SOLID WASTE MANAGEMENT SERVICES**

This Amended and Restated Agreement for Solid Waste Management Services (“Agreement”) is made and entered into in the County of Los Angeles, State of California, on this 31 th day of October, 2017 by and between the City of San Dimas, a municipal corporation, hereinafter referred to as “City”, and USA Waste of California, Inc., a Delaware corporation dba Waste Management of San Gabriel/Pomona Valley, hereinafter referred to as “Contractor”.

WITNESSETH:

Since the incorporation of the City and a number of years prior thereto Contractor has served the residents of the City of San Dimas in the collection of solid waste.

The parties entered into an Amended and Restated Agreement for Solid Waste Management Services effective February 1, 2008 for the provision of solid waste management services (“Prior Agreement”), and Contractor has accomplished such service as licensee and Contract Agent pursuant to the San Dimas Municipal Code.

The parties desire to renew the Prior Agreement, and more specifically to provide for changed services, a longer term, and other mutually agreeable revisions to the Prior Agreement. This Agreement incorporates the changes agreed to by City and Contractor, and is intended to replace and supersede the Prior Agreement in its entirety, except for Contractor’s indemnification of the City arising from matters occurring prior to the effective date of this Agreement, in accordance with the terms and conditions set forth herein.

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 premises, including mobile home parks, and from commercial/industrial premises within the City.

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 as follows except where the context otherwise requires:

1.1. AB939 shall mean the California Integrated Waste Management Act of 1989, as amended (Public Resources Code Section 40000 et seq.), and implementing regulations of the California Integrated Waste Management Board.

1.2. ACCOUNT means premises receiving services pursuant to this Agreement, or the person arranging for services pursuant to this Agreement, as the case may be, irrespective of property ownership. The word "account" is used interchangeably with the word "customer" in this Agreement.

1.3. AGREEMENT means this Amended and Restated Agreement for Solid Waste Management Services between the City and Contractor, including all exhibits and attachments, and any amendments.

1.4. BIN means a metal container with a capacity of one to six cubic yards, having a hinged lid and wheels, which is serviced by a front-end loading truck.

1.5. 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.

- 1.6. BULKY ITEMS means discarded furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as “white goods”); covered electronic waste; wood waste, tree trunks, and large branches if more than two feet in diameter and four feet in length, scrap wood, rocks, sod and earth. 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.
- 1.7. CART means a plastic container with a capacity of no less than 35 and no greater than 96 gallons, having a hinged lid and wheels, which is serviced by an automated side-loading truck.
- 1.8. 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.
- 1.9. C.M. shall mean the City Manager of the City or his designee.
- 1.10. CITY shall mean the City of San Dimas.
- 1.11. CODE shall mean the San Dimas Municipal Code as it now exists or may hereafter exist.
- 1.12. COMMERCIAL/INDUSTRIAL PREMISES means property upon which a business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial 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.

- 1.13. CONSTRUCTION AND DEMOLITION WASTE means used or discarded construction materials removed from 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. Construction and demolition waste is solid waste for purposes of this Agreement.
- 1.14. CONTRACTOR shall mean USA Waste of California, a Delaware corporation dba Waste Management of San Gabriel/Pomona Valley.
- 1.15. COVERED ELECTRONIC WASTE has the same meaning as set forth in Public Resources Code §42463(g).
- 1.16. E-WASTE means discarded stereos, computers, VCR's, and other similar items.
- 1.16.1 FOOD WASTE means solid waste comprised of animal, fruit or vegetable matter that results from the preparation, consumption, decay, dealing in or storage of meats, fish, fowls, fruits or vegetables, or compostable packaging material that has been soiled by food.
- 1.17. GREEN WASTE means leaves, grass, weeds, and wood materials from trees and shrubs, and similar materials generated at any premises that fit within a cart, or tree trunks or limbs up to six (6) inches in diameter and four (4) feet in length. Materials not meeting these specifications are considered bulky items. Green waste does not include palm fronds. Green waste is solid waste for purposes of this Agreement.
- 1.18. GROSS REVENUE means all monetary amounts actually collected or received by Contractor for the collection of solid waste pursuant to this Agreement.

The term Gross Revenue, for purposes of this Agreement, shall not include amounts paid as the franchise fee under Section 4.1; set up fees, interest, late fees, service re-initiation fees, cleanup fees or other similar fees; revenues generated from the sale of Recyclable Material (including Department of Conservation rebates); or other revenues from state and local government accounts.

1.19. HAZARDOUS WASTE shall mean any waste materials or mixture of wastes defined as such pursuant to the Resource Conservation and Recovery Act, 421 USC §6901 et seq., as amended or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA"), 42 USC §9601 et seq., as amended. The term also means and includes any hazardous waste material defined as such by the California Environmental Protection Agency or the California Integrated Waste Management Board, 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.

1.20. HOUSEHOLD HAZARDOUS WASTE means hazardous waste generated in small quantities at residential premises.

1.21. INFECTIOUS WASTE means those materials defined as "biohazardous waste" in Health and Safety Code §117635.

1.22. MULTIFAMILY COMPLEX shall mean any parcel of land which has been improved with four (4) or more residential dwelling units.

1.22.1 ORGANICS WASTE means food waste and green waste, whether collected separately or commingled into the same bin, cart or roll-off box.

1.23. PREMISES means any land, building or structure in the City where solid

waste, recyclable material, green waste or organics waste is generated or accumulated.

1.24. PRIOR AGREEMENT means the Agreement between City and Contractor dated January 1, 2008 for solid waste management services.

1.25. RECYCLABLE MATERIAL shall mean any material generated on or emanating from residential or commercial/industrial premises, which is no longer wanted and which is collected, transported and reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939. For purposes of this Agreement, types of materials which will be treated as recyclable materials are set forth in Exhibit 2, which Exhibit may be amended from time to time by mutual agreement of the C.M. and Contractor.

1.26. RESIDENTIAL PREMISES means all property which is used for residential purposes, including single-family premises, multi-family complexes, apartment houses, condominiums, mixed condominiums and rental housing, senior citizen housing complexes, and mobile home parks.

1.27. ROLL-OFF BOX means an open-top metal container or closed compactor box with a capacity of 10 to 40 cubic yards that may be provided by either the account or Contractor, which is serviced by a roll-off truck.

1.28. ROLL-OFF SERVICE means collection 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.

1.29. SHARPS WASTE means those materials described in Health and Safety Code §117755, which generally include hypodermic needles, syringes, tubing, acupuncture needles and blood vials.

- 1.30. SOLID WASTE means "solid waste" as defined in Public Resources Code §40191, including putrescible and non-putrescible refuse, special waste, recyclable materials, construction and demolition waste, green waste and organics waste.
- 1.31. SPECIAL WASTE means solid waste 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. Special waste is considered solid waste for purposes of this Agreement.
- 1.32. TEMPORARY SERVICE means bin service or roll-off service provided to a 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.
2. CODE PROVISION. §§8.12.010 through 8.12.170 of the San Dimas Municipal Code as they exist or may hereafter be amended are incorporated herein by this reference as if set forth in full.
3. SERVICES.
- 3.1. Contractor is hereby granted the exclusive right and franchise to collect, transport, recycle and dispose of all solid waste, special waste, green waste, food waste, organics waste, construction and demolition waste and recyclable materials generated at residential premises and commercial/industrial premises, construction and demolition sites, and government facilities (to the extent permitted by law), now existing or hereafter constructed within the City during the term of this Agreement.
- 3.2. During the term of this Agreement, except as otherwise provided in Section 3.3, 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. In addition, the City authorizes Contractor to take administrative, law enforcement, or other legal action against any person who infringes on Contractor's exclusive rights, at no cost to the City.

3.3. 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.

3.3.1. 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, or no cost to the account, after consideration of collection, handling, or processing costs.

3.3.2. Solid waste, including recyclable material and green waste, which is removed from any premises by the account, and which is transported personally by the account (or by the account's employees) to a processing or disposal facility.

3.3.3. Recyclable material donated to youth, civic, or charitable organizations.

3.3.4. Containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, §§14500, et seq., California Public Resources Code.

3.3.5. 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.

- 3.3.6. 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.
- 3.3.7. Animal waste and remains from any slaughterhouse or butcher shop for use as tallow.
- 3.3.8. Grease and animal remains generated from food service providers.
- 3.3.9. Animals weighing more than ten (10) pounds.
- 3.3.10. Waste tires.
- 3.3.11. By-products of sewage treatment, including sludge, sludge ash, grit and screenings.
- 3.3.12. Hazardous waste, infectious waste or hazardous substances, regardless of its source.
- 3.3.13. 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.
- 3.3.14. On-premises handling and transporting to the curbside of large items that exceed the size and weight limitations for bulky items, provided that such materials are then placed into a container provided by Contractor.

4. REVENUE TO THE CITY.

4.1. Franchise Fee.

4.1.1. Contractor agrees to pay to the City 19% of the gross revenue collected by Contractor for the term of this Agreement.

4.1.2. All fees due to the City by Contractor pursuant to this Agreement shall be payable on or before the 15th day of each calendar month for the previous month, or within five (5) days after Contractor receives payment for its services from Golden State Water Company, whichever date occurs latest in each month.

4.2. AB 939 Administration Fee. Franchisee shall pay City the amount of Seventy-Five Thousand Dollars (\$75,000.00) each February 1 during the Term of this Agreement, commencing on February 1, 2018, for administration of this Agreement, implementation of mandatory diversion programs, or public education.

5. TERM.

5.1. The term of this Agreement commences on January 1, 2018 and shall be in effect until the close of business on December 31, 2027.

5.2. As of January 1, 2018 (the "effective date"), the parties agree that the Prior Agreement is superseded in its entirety and is of no further force in effect, except for Contractor's indemnity obligations arising under the Prior Agreement before the effective date of this Agreement.

6. COMMERCIAL/INDUSTRIAL COLLECTION.

6.1. Solid Waste Bin Service. Contractor will provide permanent and temporary bin service to commercial/industrial accounts that request these services. Contractor will

collect and remove all solid waste that is placed in bins from every commercial/industrial account receiving bin service, at least once every week or more frequently if required to handle the waste stream of the commercial/industrial premises where the bins are located. Contractor will deliver and collect temporary bins at the direction of the account. Special consideration will be given when determining the pickup area to ensure that the flow of traffic is not impeded. The designated collection location, if disputed by the account or Contractor, shall be determined by the C.M. Additionally, if in the C.M.'s opinion the location of an existing collection location is inappropriate for aesthetic or safety reasons, the C.M. may require the account or Contractor to relocate the collection location.

6.2. Solid Waste Roll-off Service.

6.2.1. Contractor will provide permanent and temporary roll-off service to commercial/industrial accounts that request such services. 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 where the roll-off box or boxes are located. Contractor will deliver and collect temporary roll-off boxes at the direction of the account. Special consideration will be given when determining the pickup area to ensure that the flow of traffic is not impeded. The designated collection location, if disputed by the account or Contractor, shall be determined by the C.M. Additionally, if in the C.M.'s opinion the location of an existing collection location is inappropriate for aesthetic or safety reasons, the C.M. may require the account or Contractor to relocate the collection location.

6.2.2. Contractor may charge an extra fee where container weight is above five (5) tons, at the rate set forth in Exhibit 1.

6.3. Solid Waste Cart Service. Contractor will provide permanent cart service to commercial/industrial accounts that request such services. Contractor shall collect and remove all solid waste that is placed in carts from every commercial/industrial property receiving cart service, at least once every week or more frequently if required to handle the waste stream of the commercial/industrial premises where the cart or carts are located.

6.4. Service-Related Disputes. The service frequency and container size for commercial/industrial service shall be subject to negotiation and agreement between Contractor and each particular business operating a commercial/industrial premises.

6.5. Other Commercial/Industrial Services. Contractor will provide other services desired by commercial/industrial accounts, including the collection of special waste, walk-in/push-out service where the container must be moved manually fifteen (15) feet or more to the collection point, use of containers with castors, hasps or locks, or scout service for difficult-to-reach areas. Contractor and the account shall agree on a rate for such services.

6.6. Recyclable Material and Organics Waste Collection.

6.6.1. Contractor will provide for collection of recyclable material or organics waste from commercial/industrial accounts that request such services, using bins, roll-off boxes or carts, depending upon the account's needs, at the rates set forth in Exhibit 1.

6.6.2. Contractor shall collect and remove all recyclable material or organics waste placed in containers from every commercial/industrial premises receiving recyclable material or organics waste collection service, at least once every week or more frequently if required to handle the materials generated by the commercial/industrial premises where the container or containers are located.

6.6.3. Recyclable Material Collected. 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.

6.6.4 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 customers subject to the requirements of AB 341 and AB 1826, provide periodic on-site visits to such premises 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 premises 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.

6.7. Commercial/Industrial Service Requirements

- 6.7.1. Access to Containers. If, at the time of collection at a commercial/industrial account, the container is not accessible to the collection vehicle, Contractor will 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 will provide pickup at a later time, but may charge an extra pickup fee, as set forth in Exhibit 1.
- 6.7.2. Missed Pick-ups. In the event that Contractor fails to provide collection service to a commercial/industrial account, where the containers had been timely and properly set out for collection, Contractor will make good faith efforts to complete the collection from the commercial/industrial account no later than 12:00 noon on the next business day following notification of the missed pickup, but in no event later than the close of the next business day.
- 6.7.3. 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. Contractor will present evidence of the overfilling to 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 charge an Overage Fee, deliver the next larger-sized Container to the commercial/industrial account, and adjust the service rate to the rate then in effect for the next larger-sized container. Contractor will maintain a log listing all commercial/industrial premises where overfilled material was observed, and actions taken in response by Contractor, which shall be maintained for inspection by the C.M. upon request. In addition, Contractor will provide the C.M. with

verbal notification prior to delivering the next larger-sized container and adjusting the service rate at a commercial/industrial account.

6.7.4. Record of Non-Collection; Contamination

6.7.4.1. Record of Non-Collection. When solid waste is not collected by Contractor, a tag will 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 or hazardous substances in the container, materials placed in plastic bags or otherwise not in the required containers, the commingling of recyclable material or organics waste with non-recyclable solid waste, or overfilling of a roll-off box such that it would cause a violation of applicable weight restrictions. Contractor will maintain a log that shall contain the name and address of each commercial/industrial account where solid waste is tagged and the date such tagging. The log will be maintained for inspection by the C.M. upon request.

6.7.4.2. If the recyclable material container was not collected due to excessive contamination (with either hazardous waste, solid waste, green waste, organics waste or other non-recyclable materials), Contractor, in addition to placing the tag shall provide the following information to the customer:

- The reason for non-collection was because the contents could not be recycled due to the presence of excessive amounts of non-recyclable material in the container;
- What materials are and are not to be placed in the recyclable material container;

- That a subsequent incident of contamination may result in non-collection, the imposition of a contamination fee, and, where warranted, requiring additional or larger-sized solid waste containers or additional collection frequency at an additional cost to customer; and
- A phone number in case the customer has any questions.

In lieu of tagging and non-collection due to excessive contamination of the recyclable material container, Contractor may elect to collect the container as solid waste and charge the commercial/industrial customer a Contamination Fee. Where such evidence was presented to the commercial/industrial account, and Contractor documents another instance of excessive contamination within one (1) year of such presentation, Contractor is authorized to charge a Contamination Fee, deliver the next larger-sized container to the commercial/industrial account or increase service frequency, and adjust the service rate accordingly. Contractor will maintain a log listing all commercial/industrial accounts where excessive contamination was observed, and actions taken in response by Contractor, which shall be maintained for inspection by the C.M. upon request. In addition, Contractor will provide the C.M. with verbal notification prior to delivering the next larger-sized container or increasing service frequency, and adjusting the service rate at a commercial/industrial account.

7. RESIDENTIAL SERVICES.

7.1. Solid Waste Cart Service.

- 7.1.1. Contractor will collect solid waste delivered for collection at the curbside by residential accounts not less than once each calendar week. Contractor will supply each residential account with one solid waste cart of 64 gallons, but will

provide 96-gallon or 35-gallons carts where required by the amount of solid waste generated, space limitations at a residential premises (such as mobile home parks), recycling practices at a residential premises or physical limitations of the customer.

7.1.2. Residential accounts with a driveway exceeding seventy-five feet in length or with a steep slope may, upon request, receive two 35-gallon solid waste carts in exchange for the 64-gallon cart. Other residential accounts will be allowed to exchange the solid waste cart for another size at no charge.

7.1.3. Accounts may obtain additional solid waste carts from Contractor at the rate set forth in Exhibit 1.

7.1.4. The designated collection location of carts, if disputed by the account or Contractor, will be determined by the C.M. Additionally, if in the C.M.'s opinion the existing collection location is inappropriate, the C.M. may require the account or Contractor to relocate the collection location.

7.2. Solid Waste Bin Service.

7.2.1. Contractor will provide permanent or temporary bin service to residential accounts that request these services, including multi-family complexes. Contractor must collect and remove all solid waste that is placed in bins from the residential accounts receiving bin service at least once each calendar week, or more frequently if required. Contractor will deliver and collect temporary bins at the direction of the account. Special consideration will be given when determining the pickup area to ensure that the flow of traffic is not impeded.

7.2.2. The designated collection location, if disputed by the account or Contractor, shall be determined by the C.M. Additionally, if in the C.M.'s opinion the

location of an existing collection location is inappropriate for aesthetic or safety reasons, the C.M. may require the account or Contractor to relocate the collection location.

7.2.3. The service frequency and container size shall be subject to negotiation and agreement between Contractor and each bin customer.

7.3. Temporary Solid Waste Roll-off Service. Contractor will provide temporary roll-off box service to all residential accounts within the City that request these services. Contractor will deliver and collect temporary roll-off boxes at the direction of the account. Special consideration will be given when determining the collection location for temporary roll-off box service to ensure that the flow of traffic is not impeded. The designated collection location, if disputed by the account or Contractor, shall be determined by the C.M. Additionally, if in the C.M.'s opinion the location of an existing collection location is inappropriate for aesthetic or safety reasons, the C.M. may require the account or Contractor to relocate the collection location. Contractor may charge an extra fee where container weight is above five (5) tons, at the rate set forth in Exhibit 1.

7.4. Green Waste Cart Service.

7.4.1. Contractor will provide weekly cart service for collection of green waste to all residential premises receiving cart service for solid waste, on the same day as solid waste collection. Contractor will provide each residential premises one 96-gallon green waste cart, but may provide smaller 64-gallon or 35-gallon carts where required by space limitations at a residential premises or physical limitations of the customer. Notwithstanding the above, green waste service will not be provided at mobile home parks.

7.4.2. Accounts may obtain one additional green waste cart from Contractor at no

charge; thereafter, additional green waste carts may be obtained at the rate set forth in Exhibit 1. Mobile home parks may receive Green Waste service at the rate set forth in Exhibit 1.

7.4.3. Residential accounts with a driveway exceeding seventy-five feet in length or with a steep slope may, upon request, receive three 35-gallon green waste carts in exchange for the 96-gallon cart. Other residential accounts will be allowed to exchange the green waste cart for another size at no charge.

7.4.4. The designated collection location of carts, if disputed by the account or Contractor, will be determined by the C.M. Additionally, if in the C.M.'s opinion the existing collection location is inappropriate, the C.M. may require the account or Contractor to relocate the collection location.

7.5. Recyclable Material Cart Service.

7.5.1. Contractor will provide weekly cart service for collection of recyclable material to all residential premises receiving cart service for solid waste, on the same day as solid waste collection. Contractor will provide each new residential premises as of January 1, 2018 one 96-gallon recyclable material cart, but may provide smaller 35-gallon carts where required by space limitations at a residential premises or physical limitations of the customer. Premises receiving recyclable material collection service prior to January 1, 2018 will continue use of existing 64-gallon or 35-gallon carts. Mobile home park accounts will be provided with a 35-gallon recyclable material cart.

7.5.2. Accounts provided a 64-gallon or 35-gallon recyclable material cart may obtain one additional recyclable material cart from Contractor at no charge; thereafter, additional recyclable material carts may be obtained at the rate set forth in Exhibit 1. Accounts provided a 96-gallon recyclable material cart may obtain additional carts at the rate set forth in Exhibit 1.

7.5.3. Residential accounts with a driveway exceeding seventy-five feet in length or with a steep slope may, upon request, receive two 35-gallon recyclable material carts in exchange for the 64-gallon or 96-gallon cart. Other residential accounts will be allowed to exchange the recyclable material cart for another size at no charge.

7.6. Recyclable Material and Organics Waste Collection.

7.6.1. Contractor will provide recyclable material or organics waste collection service using bins or carts, as appropriate to all residential accounts receiving bin service that request these services, using bins or carts, depending upon the account's needs, at the rates set forth in Exhibit 1.

7.6.2 Contractor shall collect and remove all recyclable material or organics waste placed in containers from every residential premises receiving recyclable material or organics waste collection service, at least once every week or more frequently if required to handle the materials generated by the residential premises where the container or containers are located.

7.6.3 The designated collection location of containers, if disputed by the account or Contractor, will be determined by the C.M. Additionally, if in the C.M.'s opinion the existing collection location is inappropriate, the C.M. may require the account or Contractor to relocate the collection location.

7.6.4 Recyclable Material Collected. 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.

7.6.5 Under Public Resources Code Sections 42649.2 (AB 341) and 42649.81 (AB 1826), certain multi-family residential 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 residential customers subject to the requirements of AB 341 and AB 1826, provide periodic on-site visits to such premises 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 residential premises regarding AB 341 and AB 1826 requirements, and occasional participation by City personnel in meetings with residential customers who repeatedly refuse to implement these services.

7.7. [Reserved]

7.8. Residential Service Requirements; Other Residential Services.

7.8.1. Record of Non- Collection.

7.8.1.1. When solid waste is not collected by Contractor, a tag will 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 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 trucks or limbs into the green waste cart, the commingling of recyclable material or organics waste with non-recyclable solid waste, or the compacting of solid waste in such a manner that the contents of a container will not of their own weight fall out of the container when it is turned upside down. Contractor will maintain a log that shall contain the name and address of each account where solid waste is tagged and the date such tagging. The log will be maintained for inspection by representatives of the City upon request.

7.8.1.2. If the recyclable material container was not collected due to excessive contamination (with either hazardous waste, solid waste, green waste, organics waste or other non-recyclable materials), Contractor, in addition to placing the tag shall provide the following information to the customer:

- The reason for non-collection was because the contents could not be recycled due to the presence of excessive amounts of non-recyclable material in the container;
- What materials are and are not to be placed in the recyclable material container;

- That a subsequent incident of contamination may result in non-collection, the imposition of a contamination fee, and, where warranted, requiring additional or larger-sized solid waste containers or additional collection frequency at an additional cost to customer; and

- A phone number in case the customer has any questions.

In lieu of tagging and non-collection due to excessive contamination of the recyclable material container, Contractor may elect to collect the container as solid waste and charge the residential customer a Contamination Fee. Where such evidence was presented to the residential account, and Contractor documents another instance of excessive contamination within one (1) year of such presentation, Contractor is authorized to charge a Contamination Fee, deliver the next larger-sized container to the residential account or increase service frequency, and adjust the service rate accordingly. Contractor will maintain a log listing all residential accounts where excessive contamination was observed, and actions taken in response by Contractor, which shall be maintained for inspection by the C.M. upon request. In addition, Contractor will provide the C.M. with verbal notification prior to delivering the next larger-sized container or increasing service frequency, and adjusting the service rate at a residential account.

7.8.2. Missed Pick-ups. In the event that Contractor fails to provide collection service to a residential account, where the containers had been timely and properly set out for collection, Contractor will make good faith efforts to complete the collection from the residential account no later than 12:00 noon on the next business day following notification of the missed pickup, but in no event later than the close of the next business day.

7.8.3. On-premises Service. Contractor will provide on-premises service, including transporting the containers from the backyard to the collection vehicle, for those residential accounts where all adults are disabled, at no additional charge. In order to qualify for free on-premises service, all adults residing at the residential premises must sign up for disabled service with Contractor, provide evidence of disability (such as a disabled placard) and meet any other criteria established by Contractor. The application for disabled service must be renewed annually. Contractor will provide a renewal by mail service for accounts who wish to continue receiving free on-premises service. Persons not meeting the criteria to receive free disabled on-premises service may receive on-premises service for an additional charge, as set forth in Exhibit 1.

7.8.4. Sharps Collection Program. Contractor shall continue to implement a program for collection and safe processing of sharps generated at residential accounts, through a mail-based program. Residents requesting sharps services may apply to Contractor to receive this service, and sharps containers will be delivered directly to the residential account at no cost to the account.

7.8.5. Bulky Items. On an as-needed, on-call basis, Contractor will respond to up to six (6) requests per year from residential premises receiving cart service for collection of bulky items on the regular collection day each week at no extra charge. Multifamily complexes with ten or fewer units receiving bin service will be entitled to one bulky item collection per each two units annually. The entitlement for multi-family complexes receiving bin service and having more than ten units will be determined on a case-by-case basis as agreed to by Contractor and C.M. Accounts will provide Contractor with 48 hours notice and the items will be collected on the account's regular collection day. Collections in excess of the annual maximums set forth above shall be charged at the rate set forth in Exhibit 1.

7.8.6. Holiday Tree Collection Program. Contractor shall conduct an annual curbside holiday tree collection program for all residential accounts. The curbside collection period will be the first two weeks in January. Contractor is not required to collect or accept artificial Christmas trees, trees containing decorations, ornaments, tinsel, debris, support stands or other foreign matter or trees not meeting the requirements of the Los Angeles County Sanitation District Christmas Trees Recycling Program.

7.8.7. E-Waste and Household Hazardous Waste. Contractor agrees to promote collection events for e-waste and household hazardous waste undertaken by the Los Angeles County Department of Public Works in its education materials distributed to customers in accordance with Section 10.1. In addition, Contractor will provide a battery recycling kiosk at City Hall and the Senior Center at no cost to the City.

7.8.8. Fall Leaf Pickup. Contractor shall collect all bagged leaves placed for collection during the Fall leaf period at no additional charge. The collection program will be for a period of ninety (90) days, commencing on dates mutually agreed upon by the C.M. and Contractor each year. Contractor agrees to use commercially reasonable efforts to divert these leaves from disposal, recognizing that it is currently not feasible to divert leaves collected in plastic bags.

7.8.9. [Reserved]

7.8.10. Horse Manure Recycling. During the term of this Agreement, beginning July 1, 2018, and every two (2) years thereafter or at the request of City, Contractor will provide an analysis of the feasibility and cost of implementing a horse manure recycling program. In the event the City desires to implement this program, the parties agree to negotiate in good faith regarding the terms and conditions for the horse manure recycling program, including the rate to be

charged.

7.8.11. Other Residential Services. Contractor will provide other services desired by residential accounts, including walk-in/push-out service where the bin must be moved manually fifteen (15) feet or more to the collection point, use of containers with castors, hasps or locks, or scout service for difficult-to-reach areas. Contractor and the account shall agree on a rate for such services.

8. CITY FACILITIES. Contractor will provide solid waste and recyclable material collection services at the City facilities identified in Exhibit 3, at no additional cost. The list of City facilities receiving free collection service will be updated annually at the beginning of each calendar year, through a memorandum of agreement entered into by the parties. The number of bins or carts at each City facility and the frequency of collection service shall be mutually agreed to by the parties. Collection services at City offices will include providing a container for collection of office paper and fluorescent light bulbs.

9. CUSTOMER SERVICE

9.1. Office Hours. Contractor will maintain an office with assigned personnel accessible by a local phone number. Contractor's office hours are to be from 8:00 a.m. to 6:00 p.m. on Monday-Friday, and 8:00 a.m. to 1:00 p.m. on Saturdays. At Contractor's expense, its regular telephone number shall be listed in San Dimas area telephone directories under both Contractor's name and the City's name. Contractor shall have the capability of responding to service recipients in English, Spanish, Chinese dialects and other languages necessary for communication between Contractor and its service recipients. In addition, Contractor's personnel shall be thoroughly trained and versed in the specifics of the City's solid waste ordinance and Agreement provisions and amendments.

9.2. Emergency Telephone Number. Contractor will maintain an emergency telephone

number, for use by City personnel only, outside office hours identified in Section 9.1. 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.

9.3. Service Complaints. City and Contractor agree that the protection of public health, safety and well-being require that service complaints be acted on promptly and that a record be maintained in order to permit City and Contractor to identify potential public health and safety problems. Accordingly, all service recipients' complaints shall be directed 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 by the following business day. This Service Complaint Log shall be available for review by the C.M. during Contractor's office hours. Contractor shall provide a copy of the Service Complaint Log on computer disc, in a format compatible with City's computer system, to the C.M. upon request.

9.4. Customer Service Standards. Customer care is among the most important aspects of the services to be required of Contractor. Contractor shall perform customer service at a level that can be measured by the following two standards:

9.4.1. The number of complaints in any one month period total no more than one-half percent (1/2 %) of the number of residential accounts served. In San Dimas, there are an estimated 8700 SFRs, meaning that in any given month, there must not be more than 44 complaints. Any complaint level in excess of this measure will be considered a separate violation of the Agreement.

9.4.2. Sufficient telephone line capacity during normal office hours to assure that a minimum of 90% of all calls will be answered before the fourth (4th) ring. Contractor shall ensure that all incoming calls are answered courteously and promptly during the office hours stated above. Calls will be answered in less than an average of thirty (30) seconds, and thereafter will not be placed on hold longer than an average of one (1) minute before talking to a customer service representative of Contractor. This standard must be measured quarterly, and Contractor shall not exceed this standard or it will be considered a separate violation of the Agreement.

9.4.3. In any 12-month period, if Contractor accumulated four or more separate quarterly customer service violations, it shall be deemed a material breach of the Agreement and shall subject Contractor to all remedies which are available to the City under the Agreement or otherwise, provided, that the City must follow the procedures found in Section 15 before declaring any such material breach.

10. EDUCATION AND PUBLIC AWARENESS.

10.1. General. Contractor acknowledges that education and public awareness are essential elements of efforts to achieve AB 939 requirements. Accordingly, Contractor will implement a public education program to expand public and customer awareness concerning the necessity for methods of reducing, reusing, and recycling solid waste. Contractor must cooperate fully with City in this regard. The detailed public education program is included as Exhibit 4 to this Agreement. By November 1 of each year, Contractor will submit a revised public education program for the upcoming twelve (12) month period for review and approval by the C.M. At a minimum, the public education program will consist of two (2) mailers each year to all commercial accounts describing recycling services with follow up calls to commercial accounts most likely to generate high volumes of recycled materials, and two (2) mailers each year to all residential accounts consisting of a newsletter, a fact

sheet describing available services and the rates for services, and the holiday pickup schedule. In addition, the public education program will include events to promote recycling and other diversion techniques at public schools located in the City. The information submittal required under Section 22.2 may be included as part of Contractor's public education program.

10.2. Community Events. At the direction of the C.M., Contractor will participate in, promote recycling and other diversion techniques, and provide recycling containers at community events and designated local activities. This participation would normally include providing educational information promoting the goals of the City's solid waste diversion and recycling program.

10.3. Waste Generation/Characterization Studies; CalRecycle Report. 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. Contractor will prepare the initial draft of the annual diversion report submitted to the California Department of Resources Recycling and Recovery ("CalRecycle") to City, sufficiently in advance of the due date to allow for timely submission by the City to the CalRecycle.

11. OPERATIONS.

11.1. General. All Contractors' work shall be done in a good, workmanlike and sanitary manner.

11.2. Collection Schedule. Residential cart collection will occur on Tuesday of each week. Residential bin or roll-off collection is permitted Monday through Saturday. Commercial collection is permitted Monday through Saturday. If the regularly

scheduled collection day falls on a holiday, alternate collection will be performed on the following day, unless that day falls on Sunday. Alternative collection will then be performed on the following Monday. A list of recognized holidays for the purposes of this section is attached as Exhibit 5.

11.3. Vehicles

11.3.1. General. Contractor must provide collection vehicles sufficient in number and capacity to perform efficiently the work 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.

11.3.2. Specifications. Contractor must use vehicles that comply with applicable standards set under state or local laws or regulation, including regulations set by the Air Resources Board or the South Coast Air Quality Management District, as they may be amended from time to time. Contractor must use vehicles for collection of solid waste in the City that present a neat and clean appearance and are serviceable for the intended use, consistent with industry standards. Contractor may use vehicles that have been refurbished to a like-new condition, upon approval by the C.M. All vehicles used by Contractor in providing solid waste collection services must be registered with the California Department of Motor Vehicles. All vehicles must have watertight bodies designed to minimize leakage, spillage, or overflow. Upon request, Contractor will provide C.M. a list of all vehicles used in the City along with photographs of each vehicle that accurately represent their condition and appearance.

11.3.3. Vehicle Identification. Contractor'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.

11.3.4. Cleaning and Maintenance.

11.3.4.1. Contractor must maintain all of its vehicles and equipment used in the City in a good, safe, neat, clean, and operable condition at all times.

11.3.4.2. Vehicles used in the collection of solid waste must be painted, thoroughly washed, and thoroughly steam-cleaned on a regular basis so as to present a clean appearance. The City may inspect each vehicle once each calendar year to determine compliance with this provision. Contractor agrees to replace or repair, to the City's reasonable satisfaction, any vehicle that the City determines in its reasonable judgment to be of unsightly appearance, leaking, or in unsatisfactory operating condition.

11.3.4.3. Contractor must repaint any vehicle used in the collection of solid waste within thirty (30) days following written notice from the City, if the City determines in its reasonable judgment that its appearance warrants repainting.

11.3.4.4. 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.

11.3.4.5. Contractor must repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause, so as to maintain all equipment in a safe and

operable condition. Contractor must maintain accurate records of repair, which will include the date and mileage (or hours of operation), nature of repair, and the verification by signature of a maintenance supervisor that the repair has been properly performed.

11.3.4.6. 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 C.M. Each collection vehicle must carry a broom and shovel at all times for this purpose. Contractor shall promptly provide C.M. with verbal notification whenever a spill occurs.

11.3.5. Vehicle Operation.

11.3.5.1. 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.

11.3.5.2. Equipment must comply with U.S. EPA noise emission regulations, currently codified at 40 CFR Part 205, and other applicable state noise control regulations.

11.3.5.3. Solid waste shall be covered at all times except when it is being loaded or unloaded.

11.3.6. Transfer of Loads. Contractor may not, without the C.M.'s consent, transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, or a pre-

approved method of solid waste transfer between vehicles.

11.3.7. Clean Up. During the collection or transportation process, Contractor must clean up litter in the immediate vicinity of any solid waste storage or collection area, including enclosures, whether or not Contractor caused the litter.

11.4. Containers.

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

11.4.2. Cart Specifications. Contractor will utilize uniform-colored carts in use in all residential accounts receiving cart service. The carts will be designed and manufactured in accordance with standard industry specifications before being placed in service by Contractor.

11.4.3. Cart Maintenance and Replacement Responsibilities. Contractor is responsible for cart repair and maintenance, graffiti removal, and replacing lost, stolen or damaged carts within seven (7) business days from receipt of a request at no additional charge.

11.4.4. 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. Bins must be equipped with reflectors to enhance visibility. Bins must be constructed of heavy metal, or other durable material, and must be water-resistant and well painted. Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the bin, must be maintained in good repair. Repairs or graffiti removal requested by an account must be

completed within two (2) business days of Contractor's receipt of the request.

11.4.5. Bin Maintenance and Replacement Responsibilities. Contractor may charge the account for repairing or replacing a bin if the damage is due to loss, negligence or abuse by the account, including a delivery charge. Contractor must inspect, and if necessary, clean or replace each bin in service once each year at no charge. Contractor will perform cleaning or replacement of bins more frequently, if necessary, for an additional fee per cleaning or replacement set forth in Exhibit 1, to prevent a nuisance caused by odors or vector harborage as determined by Contractor in its reasonable judgment.

11.4.6. Rolloff Boxes Specifications. Contractor must 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.

11.5. Personnel

11.5.1. 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.

11.5.2. 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.

- 11.5.3. 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. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor will take all necessary corrective measures including, but not limited to, transfer, discipline, or termination. If the C.M. has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not involving contact with the public in the City of San Dimas while Contractor is pursuing its investigation and corrective actions.
- 11.5.4. Contractor must provide suitable operations, health, and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in collection or related operations.
- 11.5.5. Identification Required. Contractor must provide identification for all employees having personal contact with accounts in the City. The C.M. may require Contractor to notify accounts annually of the form of that identification. Contractor must provide a list of current employees performing services in the City to the C.M. upon request.
- 11.6. Route and Billing Audit. Beginning on January 2018 and thereafter every two calendar years, Contractor will initiate an audit of its collection routes and billing records in the City. The route audit will include the truck identity, number of accounts serviced, number and size of containers, billing and collection information, and the weight of the refuse delivered to the transfer station, MRF or disposal site. The billing audit will include a review of all residential and commercial/industrial accounts, service levels, payment status, accuracy and completeness of invoices. Contractor will submit to C.M. the results of the route and billing audit within sixty

(60) days of completion.

11.7. Performance Review.

11.7.1. At the sole option and discretion of the City, the City may conduct public hearings annually during the term of this Agreement to review the performance and quality of services provided by Contractor under this Agreement. Contractor shall be present and shall participate in the hearing. Following the conclusion of the public hearing, the City may issue a report on the adequacy of the performance and the quality of the services provided by Contractor under this Agreement. The C.M. may direct Contractor to correct the inadequacies in the services identified in the report in accordance with Section 15 of this Agreement.

11.7.2. As part of any performance review, Contractor will provide information regarding public outreach to, and participation rates for, recycling programs at multi-family residential premises. Based on this information, the City and Contractor will determine the need for implementation of additional recycling programs for multi-family residential premises, and agree to negotiate in good faith regarding the terms and conditions for such additional services.

11.8. End Uses for Green Waste. Contractor will use reasonable efforts to divert from disposal green waste collected through curbside collection, and through holiday tree collections. Contractor will also use reasonable efforts to provide end uses for green waste that maximize diversion credits for the City in accordance with regulations established by CalRecycle.

11.9. Transportation of Solid Waste. Contractor must transport all solid waste collected to a permitted transfer station, MRF or disposal site. Contractor will use reasonable efforts to divert recyclable material from landfill disposal. Contractor will maintain complete, accurate and up-to-date records of the quantities of solid waste

transported to the transfer station, MRF or disposal site and must cooperate with the City in any audits or investigations of those quantities.

11.10. Disposal of Solid Waste. Contractor will ensure that all non-recyclable solid waste collected is disposed of at a permitted disposal site.

11.11. Construction and Demolition Waste Recycling. Contractor will make reasonable efforts to deliver construction and demolition waste collected by Contractor that is suitable for recycling to an alternate facility where it will be processed for reuse. The City and Contractor agree that the alternative facility to receive this material is the Downtown Diversion MRF in Los Angeles, California, but that the alternative facility may be changed upon mutual agreement of the City and Contractor. The initial rate for providing for collection, transportation and processing of construction and demolition waste is set forth in Exhibit 1.

11.12. Marketing and Sale of Recyclable Material. Contractor is responsible for the marketing and sale of all recyclable material collected under this Agreement. Contractor has the sole right to retain all revenues received from the marketing and sale of recyclable material, including but not limited to any funds received directly or indirectly from any state or local agency, such as the Department of Conservation recycling rebate.

11.13. Duration of Storage. Contractor shall be governed and conform to the requirements of any ordinances of the City relating to the storage of solid waste.

12. REPORTING.

12.1. The parties hereto agree that it is essential that Contractor or its designated agent be available for contact from the designated representative of City, either in person or by telephone periodically so that said representative may transmit to Contractor any complaint or corrections of such complaints as may have been filed with the City's representative by citizens relating to Contractor's services.

12.2. Contractor will report to the City each month the total tons of solid waste disposed of, total tons of each Recyclable Material collected, total tons of green waste and organics waste collected, and the number of participating units. The monthly report will be prepared to the best of Contractor's ability, in a format prescribed by the C.M.

13. 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 \$5,000,000.00 public liability, and \$1,000,000.00 property damage, said policy or policies shall require the carrier to give the City 30 days written notice prior to cancellation. Sufficient Workers' Compensation Insurance, as required by State Law, shall be carried by Contractor for all personnel employed by it. Contractor shall cause a certificate of insurance to be filed with the City showing such insurance covered hereinabove described.

14. INDEMNIFICATION.

14.1. General Liability. Contractor shall indemnify, defend, and save harmless the City, its officers, agents and employees, 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 exercising any

license or privilege granted to it by this Agreement or by any ordinance of the City, or arising or resulting from the failure of Contractor to comply in all respects with the provisions and requirements of this Agreement, or all applicable laws. Contractor shall, upon demand of the City, and at its sole cost and expense, defend and provide attorneys to defend City, its officers, agents and employees against any and all claims, actions or suits brought against the City, its officers, agents and employees, arising or resulting from or in any way connected with the above-mentioned operations of Contractor or Contractor's failure to comply with this Agreement and with the ordinances and laws hereinabove mentioned.

14.2. CERCLA Liability.

14.2.1. 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. §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 accounts pursuant to this Agreement and with respect to Contractor's disposal of such solid waste. The indemnity contained in this Section 14.2.1, is intended to operate as an agreement of Contractor pursuant to §107(e) of CERCLA and the H&S Code §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 14.2.1 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.

14.2.2. Contractor will notify the City prior to disposing of solid waste at any facility other than those listed in this Section 14.2.1, describe the reason for the change in facilities, the impact on rates and the extent to which the change will affect this indemnity, if any. The City will have the right to object to any such change and offer alternate sites for consideration.

14.3. AB939 Liability. Contractor shall indemnify, protect, defend and hold the City harmless against all fines and penalties imposed by administrative order of CalRecycle against the City pursuant to AB939. This specific or special indemnity obligation of Contractor is limited to fines and penalties imposed by CalRecycle which are associated with a failure of Contractor to implement programs or services set forth in this Agreement, which, in turn, prevents the City from achieving a diversion, source reduction or recycling goal mandated by AB939 with respect to the solid waste stream handled by Contractor under this Agreement. Contractor further agrees to reimburse the City all costs and expenses attributable to any administrative proceedings or litigation relating to the imposition of fines or penalties against the City by CalRecycle. The obligation of Contractor to indemnify, protect, defend and hold the City harmless as provided in this Section 14.3 shall include but not be limited to 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 CalRecycle. In connection with this specific or special indemnity obligation of Contractor, the City acknowledges that it may be necessary to allocate or equitably apportion the responsibility of Contractor to respond to the terms of an AB939 administrative order of the Board (or to pay for the

cost of such a response by way of fines and penalties) in light of the extent to which a failure by Contractor to implement one or more of the services or programs set out in this Agreement may be responsible for the failure of the City to achieve a state-mandated goal under AB939 with respect to the municipal solid waste stream handled by Contractor under this Agreement.

15. RIGHTS OF PARTIES IN EVENT OF TERMINATION. In the event Contractor should breach this Agreement; should it appear that any information submitted to City by Contractor at the time of contract award or during the term of the Agreement be false or fraudulent; should Contractor become bankrupt; should Contractor make an assignment of this Agreement 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; should Contractor incur a substantial number of recurring complaints, as determined by the C.M.; should Contractor fail 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 C.M. to do so, City may cancel and terminate this Agreement and Contractor shall have no further rights under or with respect to this Agreement. However, Contractor shall have the right, upon written request within 10 days, to have a determination by the C.M. that Contractor has failed to perform agreed upon services as provided for herein reviewed by the City Council. City Council shall review the determination at any regular Council meeting held within thirty (30) days after Contractor's written request for the review. In the event of termination, Contractor and his sureties may 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 Agreement 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 Agreement 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. Contractor may legally challenge any decision, order or action by the City Council under this Section 15, by filing a legal action with a Court having jurisdictional authority within thirty (30) days of receipt of the decision by the City Council.

16. LIQUIDATED DAMAGES.

16.1. General. The parties agree that, as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages that would be incurred by the City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (a) substantial damage results to members of the public who are denied service or are denied quality or reliable service; (b) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms; (c) the services provided under this Agreement might be available at substantially lower costs than alternative service, and the monetary loss resulting from denial of service or from denial of quality or reliable service is impossible to calculate in precise monetary terms; and (d) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies that make the public whole for past breaches.

16.2. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties further acknowledge that consistent, reliable solid waste collection service is of utmost importance to the City and that the City has considered and relied on Contractor's representations as to its quality of service commitment in awarding the franchise. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service

and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, except where arising from an event of force majeure as described in Section 17, the City and its residents will suffer damages and that it will be impractical and extremely difficult to determine the exact amount of damages that the City will suffer. Therefore, without prejudice to the City's right to treat such non-performance as an event of default under Section 15, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to the City that reasonably could be anticipated, and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and to obtain an explanation of these liquidated damage provisions prior to the execution of this Agreement.

Contractor

Initial Here

City
- -
Initial Here

16.3. Contractor agrees to pay as liquidated damages, and not as a penalty, the amounts set forth below:

16.3.1. Collection Reliability

16.3.1.1. For each failure to deliver service carts to a new account within five (5) working days after order, which exceeds three (3) such failures annually:
\$100

16.3.1.2. For each failure to collect solid waste, which has been properly set out

for collection, from an established account or accounts, on the scheduled collection day and not collected by the end of the next business day, which exceeds fifteen (15) such failures annually: \$25 per occurrence per account

16.3.2. Collection Quality

16.3.2.1. For each failure to clean up solid waste spilled from solid waste containers (except where caused by overloading or tipping/spilling by the account) that exceeds ten (10) such failures annually: \$100

16.3.2.2. For each occurrence of collecting solid waste during unauthorized hours that exceeds five (5) such occurrences annually: \$100

16.3.2.3. For failure to meet vehicle requirements such as leaks or cleanliness that exceeds ten (10) such failures annually: \$100 for each occurrence

16.3.3. Customer Responsiveness

16.3.3.1. For each failure to initially respond to a customer complaint within one (1) business day: \$100

16.3.3.2. For each failure to process customer complaints to the City as required by Section 9.3: \$100

16.3.3.3. For each failure to promptly accept any customer call due to the lack of adequate staff fluent in the required languages that exceeds ten (10) such occurrences annually: \$100

16.3.3.4. For each failure to remove graffiti from bins within two (2) business

days of receipt of request from City or accounts: \$100

16.4. Liquidated damages shall only be assessed after Contractor has been given notice of the failure to meet performance standards. The notice shall include a brief description of the incident or the event of non-performance. Contractor may review (and make copies at its own expense) all non-confidential information in the City's possession relating to the incident or the event of non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the C.M. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident or the event of non-performance. The C.M. shall provide Contractor with a written explanation of the determination on each incident or event of non-performance prior to authorizing the assessment of liquidated damages. The decision of the C.M. shall be final.

16.5. Amount. The City may assess liquidated damages for each calendar day or each event, as appropriate, that Contractor is determined to be liable.

16.6. Timing of Payment. Contractor must pay any liquidated damages assessed by the City within ten (10) days after they are assessed. If assessed damages are not paid within the ten-day period, the City may proceed against the performance bond or exercise any other right or remedy available to City under this Agreement or at law or in equity, or any combination of these remedies.

17. EXCUSE FROM PERFORMANCE; FORCE MAJEURE.

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

17.2. 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.

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

18. FAITHFUL PERFORMANCE BOND Upon execution of the Agreement Contractor shall furnish to City and shall file with the City Clerk a corporate surety bond, approved by the C.M. and approved as to form by the City Attorney, executed by Contractor as principal and by a corporate surety as surety, in the sum of One Hundred Thousand Dollars (\$100,000), conditioned upon the faithful performance by Contractor.

19. ASSIGNMENT: No part of any duties to be performed by Contractor under this Agreement shall be delegated or assigned without the written approval of the City, being first obtained. Any transfer of ten percent (10%) or more of the stock in its corporation to a non-affiliate during the term of the Agreement shall be treated in the same manner as an assignment and shall be subject to the prior approval by the City Council's express resolution.

20. RIGHT OF CITY TO AUDIT CONTRACTOR'S BOOKS: The City may audit the receipts from books of Contractor between January 15 and April 15 of the previous year's payments.

21. NO CITY LICENSE REQUIRED. Contractor shall not be required to pay a City license fee.

22. CUSTOMER BILLING AND PAYMENT.

22.1. Instructions for Collection. Upon commencement of service at any new account, Contractor shall distribute a list of instructions to all accounts describing the services provided by Contractor and the manner in which they will be conducted.

22.2. Service Description. Contractor must annually prepare and distribute information to each account setting forth the rates charged to the account, annual holiday schedule, recycling programs offered, and a general summary of services required to be provided under this Agreement and optional services that may be furnished by Contractor. This notice shall be in a form that is subject to the approval of the C.M. prior to its distribution. The notice may be included with billings. The notice may also be included as part of Contractor's public education program.

22.3. Residential Billings.

22.3.1. Contractor shall bill residential accounts receiving cart service on an every two months basis in advance for service provided under this Agreement, and for special fees and service fees where the rate can be determined in advance. Bin service will be billed to residential accounts by Contractor on a monthly basis in advance, and for special fees and service fees where the rate can be determined in advance. Contractor will bill temporary roll-off service to residential accounts in arrears upon the completion of service. Payments related to all Contractor billings will be due within thirty (30) days from the date of billing. Payment may be made by credit card subject to the credit card convenience fee set forth in Exhibit 1, or by ACH transfer.

- 22.3.2. Senior Discount. Contractor will provide a senior citizens' discount at the discounted rate set forth in Exhibit 1 to residential premises where: i) the occupant is sixty-five (65) years or older and is considered to be the head of their household, and ii) proof of age is verified to the reasonable satisfaction of Contractor.
- 22.3.3. Drought Tolerant Green Waste Discount. Upon surrender of its green waste cart and cessation of green waste cart collection service, residential premises receiving cart service will receive a discount from the applicable rate of \$2.95 per month.
- 22.4. Commercial/industrial Billings. Commercial/industrial accounts receiving permanent bin service, permanent roll-off service or cart service will be billed by Contractor on a monthly basis in advance, and for special fees and service fees where the rate can be determined in advance. Commercial/industrial accounts receiving temporary bin or roll-off service will be billed by Contractor in arrears upon the completion of service. All new commercial/industrial accounts establishing service after the effective date will be charged an activation fee in the amount set forth in Exhibit 1. However, the activation fee will not apply to existing commercial/industrial accounts that move to a new business location within the City. Payment will be due within thirty (30) days from the date of billing. Payment may be made by credit card subject to the credit card convenience fee set forth in Exhibit 1, or by ACH transfer.
- 22.5. Account Delinquency. Contractor will provide an account with a notice of delinquency in the event of non-payment (to either Golden State Water Company or Contractor) after forty-five (45) days from the date of a billing for accounts receiving residential cart service, and after thirty (30) days from the date of a billing for all other accounts. If payment is not received within 30 days from the date of the notice of delinquency, Contractor may terminate collection service at the delinquent account

until payment in full has been received, including any accrued interest, and reimbursement of any NSF bank charges or other costs of collection, and the activation fee. Contractor may charge interest on any delinquent account at the maximum annual rate allowed by law for such time as the bill remains unpaid after its due date, and a late fee of \$3.00 per delinquent billing per account, and an activation fee in the amount set forth in Exhibit 1. Contractor will provide the City a list of delinquent accounts upon request.

22.6. Rates and Rate Adjustments. The rates in effect on January 1, 2017 set forth in Exhibit 1 will remain in effect until December 31, 2018, except that residential cart customers will receive a discount of \$0.35 per month, effective the first billing period following the complete assumption of billing responsibilities by Contractor of accounts currently undertaken by Golden State Water Company. Contractor shall provide City written notice of the date such billing responsibilities have been assumed by Contractor. Beginning January 1, 2019 and on each January 1 thereafter, the rates may be adjusted by Contractor, in its sole discretion, up to a maximum of and in accordance with the rate adjustment methodology set forth below. Contractor shall submit to the City, within sixty (60) days of the effective date of the proposed adjustment, information in support of the adjustment. The C.M. shall review the information submitted by Contractor for completeness and accuracy. The C.M. shall refer the information to the City Council for approval of the maximum rate adjustment.

22.6.1. Rate Adjustment Methodology. The rates consist of the following components, with the following component weightings.

22.6.1.1. Service Component. The Service Component comprises seventy five percent (75%) of the overall rates. The Service Component shall be adjusted annually by the percentage change in the Consumer Price Index, series CUUSA421SA0, Los Angeles – Riverside – Orange County, CA all items, not seasonally adjusted, as published by the United States

Department of Labor, Bureau of Labor Statistics (“CPI”), by calculating the average of the changes in the CPI between each month during the October to September period immediately preceding the date of the rate adjustment and the same month in the preceding year. Notwithstanding the above, no annual maximum adjustment to the Service Component shall exceed a total of five percent (5%) for any given annual adjustment nor decreased (reduced more than zero percent (0%)). To the extent that a rate increase or decrease otherwise allowable is not granted due to this limitation, any excess above five percent (5%) or any decrease, as the case may be, shall be rolled over and applied to subsequent annual maximum adjustments of the Service Component until fully utilized.

22.6.1.2. [Reserved]

22.6.1.3. Disposal Component. The Disposal Component comprises twenty five percent (25%) of the overall rates. The Disposal Component shall be adjusted annually by the percentage change in disposal or tipping fees, including any changes in solid waste management fees or charges, at the disposal facilities utilized by Contractor for disposal of solid waste collected by Contractor pursuant to this Agreement. Contractor will provide information documenting that it is experiencing the change in disposal or tipping fees, for review by the C.M. To the extent applicable, this documentation will consider and address the impact of the use of disposal facilities owned and operated by Contractor or an affiliate, or Contractor’s entering into a contract for disposal at a rate less than the posted gate rate at the disposal facility.

22.6.1.4. Maximum Rate Adjustment Example. An example maximum rate adjustment using the methodologies described above is included as Exhibit 6, for the use of the parties and for purposes of reference only.

22.6.2. Extraordinary Adjustment.

22.6.2.1. In addition and in order to account for increases or decreases in the Extraordinary Costs as measured for the most recent rate adjustment under this Section, cumulative changes in such Extraordinary Costs shall be measured from the date of each change and the cumulative increase or decrease in such Extraordinary Costs shall be included in a new rate, in addition to any adjustments made under this Section. This shall be referred to as the "Balancing Account Adjustment." In order to invoke the Balancing Account Adjustment the requesting party, either Contractor or the City, shall notify the other in writing, of Extraordinary Costs changes within thirty (30) days of first knowledge of same. The cumulative amount of the Extraordinary Cost change will be measured and reported monthly from the date the change is effective until the next regularly scheduled rate review. At the time of the regular scheduled rate review the maximum rates for each account shall be adjusted by a pro rata share of the cumulative change in the Extraordinary Cost subject to the Balancing Account Adjustment, including interest. Interest shall accrue at the rate of 6% per annum and will be calculated on the cumulative change in Extraordinary Cost from the time of the change through the effective date of the new rates and will be factored into the pro rata adjustment. Examples of Extraordinary Costs include, but are not limited to changes in applicable laws or regulations, new solid waste fees, charges or surcharges other than fees or charges included as part of the Disposal Component in Section 22.6.1.3, changes in service mandated by the City, changes in the Code affecting Contractor's operations, or new or increased fees or charges by the City.

22.6.2.2. A request for such adjustments shall be supported by such documentation as the C.M. determines and shall take effect only upon approval by the City Council. 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 sixty (60) days of receipt of Contractor's request. A requested adjustment may not be denied in the case of changed or additional services requested by the City, additional reporting required by the City, any change in the Code affecting Contractor's operations, or new or increased solid waste fees, charges or surcharges other than fees or charges included as part of the Disposal Component in Section 22.6.1.3.

23. OTHER AGREEMENTS OF THE PARTIES.

23.1. 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 venture with the City. No employee or agent of Contractor shall be deemed to be an employee or agent of the City. Except as expressly provided herein, Contractor shall have exclusive control over the manner and means of conducting the solid waste collection 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.

23.2. Compliance with Law. In providing the services required under this Agreement, Contractor must at all times, at its sole cost, materially comply with all applicable laws and regulations of the United States, the State of California, and local agencies. The City must materially comply with all applicable law and applicable 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.

23.3. Governing Law. This Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of California.

23.4. Jurisdiction. Any lawsuits between the parties arising out of this Agreement will be brought and concluded in the courts of the State of California, which will have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in Los Angeles County.

23.5. 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 it and their representatives, successors, and permitted assigns.

23.6. 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.

23.7. Notice. Any notice, approval, demand or other communication (the "Notices") required or desired to be given pursuant to this Agreement shall be in writing and shall either (a) personally served at the appropriate address indicated below in this section 23.7 (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving party), in which case shall be effective upon delivery, (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee indicated below in this Section 23.7, in which case it shall be deemed received and

effective seventy-two (72) hours after deposit into the United States mail, unless sooner received; or (c) sent by facsimile transmission addressed to the addressee at the facsimile number set forth in this Section 23.7 (with an original copy concurrently mailed to the appropriate addressee indicated below in this Section 23.7 via United States mail), in which case it shall be deemed received on the day sent, if received before 5:00 p.m. on a regular business day, or on the following business day if sent any other time, provided that a written confirmation of the transmission has been received by the transmitting party. The addresses and facsimile numbers of City and Contractor for receipt of any notice, approval, demand or other communication required or desired to be given pursuant to this Agreement is as follows:

City:

City Manager
City of San Dimas
City Hall
245 East Bonita Avenue
San Dimas, California 91773
Facsimile: (909) 394-6209

Contractor:

District Manager
Waste Management of San Gabriel/Pomona Valley
13940 East Live Oak Avenue
Baldwin Park, California 91706
Facsimile: (626) 814-1955

- 23.8. Proprietary Information; Public Records. All confidential and proprietary information of Contractor held by Contractor and not submitted to City is and shall be under the sole ownership and control of Contractor. The City acknowledges that Contractor may assert that certain records and reports of Contractor submitted to the City are proprietary and confidential. The Contractor shall provide City with written notice of all records and reports submitted to the City that Contractor asserts are proprietary and confidential. The City will endeavor to maintain the confidentiality of

all proprietary information provided by Contractor. The Contractor acknowledges that the City is subject to the California Public Records Act. The City will provide Contractor notice of public records requests for records or reports Contractor has identified as proprietary or confidential and will hold the release of such records or reports for a reasonable period of time to allow Contractor to seek a protective order from a court of competent jurisdiction.

23.9. 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.

23.10. 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 obligations herein contained, nor will any such verbal agreement or understanding entitle Contractor to any additional payment under the terms of this Agreement.

23.11. 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.

23.12. References to Laws and Other Agreements. 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. This Agreement supersedes all agreements previously entered into by the parties.

23.13. 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 its drafting.

23.14. Amendments. This Agreement may not be amended in any respect except by a writing signed by the parties.

23.15. 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.

23.16. Exhibits. Each of the exhibits identified in this Agreement is attached and is incorporated by this reference.

23.17. 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.

CITY OF SAN DIMAS

ATTEST:

By: *Francine Michalek*

Title: CITY MANAGER

Date: Oct 31, 2017

Delwa Bluel
Assistant CITY CLERK

APPROVED AS TO FORM:

Mal St...
CITY ATTORNEY

USA WASTE OF CALIFORNIA, INC.,
a Delaware corporation

By: *Frank G. Miller*

(Authorized Representative)
Title: President - Southern California Area

Date: 11-13-17

City of San Dimas Proposed Residential Rates
EXHIBIT 1

	Current Monthly Rate	Reduction	Proposed Monthly Rate
Minimum Curbside Collection - 35 Gallon (1)	\$ 23.55	\$ (0.35)	\$ 23.20
Standard Curbside Collection - 64 Gallon (1)	\$ 27.48	\$ (0.35)	\$ 27.13
Oversize Curbside Collection - 96 Gallon (1)	\$ 31.43	\$ (0.35)	\$ 31.08
Senior Minimum Curbside Collection - 35 Gallon (1) (2)	New Rate		\$ 16.24
Senior Standard Curbside Collection - 64 Gallon (1) (2)	New Rate		\$ 18.99
Senior Oversize Curbside Collection - 96 Gallon (1) (2)	New Rate		\$ 21.76
Minimum Curbside Collection without Greenwaste - 35 Gallon (3)	New Rate		\$ 20.25
Standard Curbside Collection without Greenwaste - 64 Gallon (3)	New Rate		\$ 24.18
Oversize Curbside Collection without Greenwaste - 96 Gallon (3)	New Rate		\$ 28.13
Additional 35 gallon Mechanized Solid Waste Container (4)	\$ 8.76		\$ 8.76
Additional 64 gallon Mechanized Solid Waste Container (4)	\$ 10.14		\$ 10.14
Additional 96 gallon Mechanized Solid Waste Container (4)	\$ 11.51		\$ 11.51
Additional 96 gallon Recycle Containers	\$ 1.99		\$ 1.99
Additional 96 gallon Green Waste Containers (in excess of two)	\$ 3.18		\$ 3.18
Container Size Exchange (after first 60 days)	\$ 23.88		\$ 23.88
Bulky Goods Collection (5)	\$ 39.78		\$ 39.78
Residential Extra Pick Up - Per Trip	\$ 31.83		\$ 31.83
Back yard Service - in addition to standard rate	\$ 12.31		\$ 12.31

Footnotes:

(1) Includes MSW cart size specified and one 96-gallon recycle cart and one 96-gallon greenwaste cart. Service established prior to January 1, 2018 includes one 64-gallon recycle cart and one 96-gallon greenwaste cart.

(2) Customers age 65 and over with proof of age

(3) Drought tolerant greenwaste discount for customers without greenwaste collection

(4) Additional solid waste containers available only to residences using the 96-gallon size for solid waste

(5) Per cubic yard over 3 cubic yards or in excess of six no-charge collections

Exhibit 2



RECYCLE OFTEN.
RECYCLE RIGHT.



Always recycle:



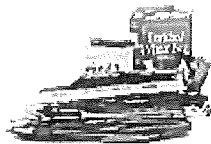
Plastic Bottles
& Containers



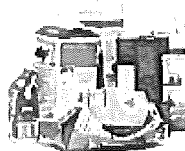
Food & Beverage
Cans



Paper



Flattened Cardboard
& Paperboard



Food & Beverage
Cartons



Glass Bottles
& Containers

Do NOT include in your mixed recycling cart:



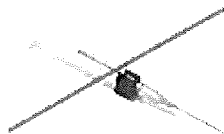
NO Food Waste
(Compost instead!)



**NO Plastic Bags
& Film**
(Find a recycling site at
plasticfilmrecycling.org)



**NO Foam Cups
& Containers**
(Check Earth911.org for options.)



NO Needles
(Keep medical waste out of recycling. Place in
safe disposal containers like Waste Management's
MedWaste Tracker® box.)

To Learn More Visit:
RecycleOftenRecycleRight.com

#RORR

© 2016 WM Intellectual Property Holdings, LLC. The Recycle Often, Recycle Right® recycling education program was developed based upon national best practices. Please consult your local municipality for their acceptable materials and additional details of local programs, which may differ slightly.

This list is subject to change

EXHIBIT 3

**List of City
Facilities**

			Bin Size	Qty	x's per week	Add'l services
Acct. #	Customer Name	Address				
012-27505	San Dimas Swim & Raquet Club	990 W. Covina Blvd.	3YD	1	2	3-96G RECY
012-31835	City of San Dimas	763 W Cypress Ave	3YD	1	2	
012-33293	City of San Dimas	201 E Bonita Ave	3YD	5	4	
012-37817	City of San Dimas	425 E Juanita Ave	3YD	1	1	1-96T
012-26790	City of San Dimas - Recycle	245 E Bonita Avenue	3YD	1	3	
012-108297	Horsethief Canyon Park	301 Horsethief Canyon Prk	3YD	2	1	
012-48964	Ladera Serra Park	975 Calle Serra	3YD L/L	1	1	
012-83077	Lone Hill Park	Juanita Ave & Shellman	3YD	1	1	
012-27489	Pioneer Park	201 Acacia Ave	3YD	1	3	
012-219575	Chamber of Commerce	246 Bonita Ave	64 g	1	1	recycle
			96 g	1	1	trash
012-15906	City of San Dimas - Yard-Trash	301 S Walnut St	40	1	2	
	Trash		40	1	ON CALL	
012-15906	City of San Dimas Green Waste	301 S. Walnut St	40	1	ON CALL	
012-46773	City of San Dimas	105 N. Monte Vista Ave	3YD	1	1	



EXHIBIT 4

San Dimas Education Outreach Plan 2017

1st Quarter Communications:

Method of Communication	Month of Publishing/Completion
<ul style="list-style-type: none"> Green Pages review 	First quarter
<ul style="list-style-type: none"> WM Website update approval by City City of San Dimas Website review for AB341 and AB1826 info. 	First quarter
<ul style="list-style-type: none"> Submit Recycling/ Sustainable living tips to City of San Dimas weekly e-newsletter and San Dimas Community News 	Quarterly
<ul style="list-style-type: none"> AB341/AB1826 Billing Messages 	Continual

2nd Quarter Communications:

Method of Communication	Month of Publishing/Completion
<ul style="list-style-type: none"> Residential Newsletter (New website promo, Services, Rates, Holiday schedule, audit results and cart switch out options) 	April (Submit copy by 3/1/17)
<ul style="list-style-type: none"> Letter to customers with billing differences for cart size 	April/May/June 2017
<ul style="list-style-type: none"> Recycling mythbusters at Chamber events 	Continual
<ul style="list-style-type: none"> Submit Recycling/ Sustainable living tips to City of San Dimas weekly e-newsletter and San Dimas Community News 	Quarterly
<ul style="list-style-type: none"> Letter from City with recycling survey inserted in Commercial bill 	Submit by end of month for next month's bill. Mails at end of each month.
<ul style="list-style-type: none"> AB341/AB1826 Commercial Billing Messages 	Continual
<ul style="list-style-type: none"> Joint City/WM presentation at San Dimas Chamber Luncheon 	TBD
<ul style="list-style-type: none"> Annual commercial mailer to businesses & multi-family accounts on AB341 and AB1826 CLEAN City program, new invoice look, website, how to calculate organics 	April bill (Send final copy by 3/15/17)



3rd Quarter Communications:

Method of Communication	Month of Publishing
<ul style="list-style-type: none"> Submit Recycling/ Sustainable living tips to City of San Dimas weekly e-newsletter and San Dimas Community News 	Quarterly
<ul style="list-style-type: none"> Booth Hosting (Promote service offerings and recycling) 	City Birthday Party and Concerts in the Park
<ul style="list-style-type: none"> AB341/AB1826 Commercial Billing Messages 	Continual

4th Quarter Communications:

Method of Communication	Month of Publishing
<ul style="list-style-type: none"> Residential Newsletter (to include Price Increase Notice if applicable, Fall Leaf, Xmas Tree recycling) 	December (Submit copy by 11/15/17)
<ul style="list-style-type: none"> Submit Recycling/ Sustainable living tips to City of San Dimas weekly e-newsletter and San Dimas Community News 	Quarterly
<ul style="list-style-type: none"> AB341/AB1826 Commercial Billing Messages 	Continual
<ul style="list-style-type: none"> Annual Commercial/multi-family mailer reminding customers of recycling services, and AB341 and AB1826. 	October bill (Submit final copy by 9/26/17)

EXHIBIT 5

Collection Holidays

Waste Management of San Gabriel Valley observes the following holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Memorial Day
- Labor Day
- Christmas Day

If the pick-up falls on or after the holiday the service will be delayed one day

Regular collection will occur on all other holidays not listed

Exhibit 6
San Dimas Franchise Rate Escalation Methodology (Example)

Rate Component Annual Change Assumptions: (example)

	Sep-15	Sep-16	Index Change	Percent of Change
CPI (CUUSA421SA0) - Service Component	245.43	250.15	4.71	1.92%
Disposal	\$53.25	\$55.34	\$2.09	3.92%

Rate Component	Adjustment due to change in indices/change in disposal fees	Relative Weight of Rate	Weighted Rate Adjustment Percentage
Service Component (100% of CPI)	1.92%	75%	1.44%
Disposal Component	3.92%	25%	0.98%
Total		100%	2.42%

Using Current Rate of \$27.48

Current Rate	\$27.48
Rate Increase%	2.42%
Rate \$ Increase	\$0.67
Adjusted Rate	\$28.15