

Agreement # 2024-20

**AMENDED AND RESTATED AGREEMENT
BETWEEN
CITY OF AMERICAN CANYON
AND
RECOLOGY AMERICAN CANYON
FOR
SOLID WASTE, RECYCLABLES, AND ORGANIC
WASTE COLLECTION, PROCESSING, AND DISPOSAL
SERVICES**

Original Execution Date: May 1, 2003

First Amended on: October 5, 2005

Second Amended on: December 3, 2013

Third Amended on: September 1, 2022

Fourth Amended on: December 19, 2023

Amended and Restated on: March 1, 2024

**AMENDED AND RESTATED AGREEMENT BETWEEN CITY OF AMERICAN
CANYON AND RECOLOGY AMERICAN CANYON FOR SOLID WASTE,
RECYCLABLES, AND ORGANIC WASTE COLLECTION, PROCESSING, AND
DISPOSAL SERVICES**

This Amended and Restated Agreement Between City of American Canyon and Recology American Canyon for Solid Waste, Recyclables, and Organic Waste Collection, Processing, and Disposal Services (“Agreement”) is entered into as of March 1, 2024, by and between the City of American Canyon, a California municipal corporation, organized and existing under the laws of the State of California (“City”) and Recology American Canyon, a California corporation (“Collector”), as follows:

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties:

- A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 49100, et seq.; hereinafter the “Act”) established a solid waste management process which requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and
- B. The Act authorizes and requires local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and
- C. City and Collector are parties to that certain Agreement for the collection of Solid Waste, Recyclables, and Green Waste dated May 1, 2003, as amended on October 5, 2005, and further amended on December 3, 2013, September 1, 2022, and December 19, 2023 (the “2003 Franchise Agreement”) and
- D. City and Collector now wish to make certain mutually agreed amendments to the 2003 Agreement and, in order to document such amendments and incorporate all prior amendments into a single document, City and Collector wish to amend and restate the 2003 Agreement in its entirety to read as set forth herein; and
- E. Pursuant to Sections 49300 and 49500-49523 of the Act, City is authorized to enter into an exclusive agreement for the collection and disposal of solid waste; and
- G. Pursuant to this Agreement, City desires to continue to engage Collector as an independent contractor to be the exclusive provider of Solid Waste, Organic Waste, and Recyclables Collection Services in the City; and
- H. Collector has demonstrated to City that it has the experience, responsibility, and qualifications to provide Solid Waste, Organic Waste, and Recyclables Collection Services and City finds that it is in the public interest for Collector to arrange with residents and other entities

in the City for the collection, safe transport, processing, and disposal of all materials in compliance with Applicable Law and the provisions of this Agreement; and

I. City and Collector are mindful of the provisions of the laws governing the safe collection, transport, disposal and/or processing of Solid Waste, Organic Waste, and Recyclables, including the Act, RCRA, and CERCLA; and by entering into this Agreement, City is not thereby becoming an “arranger” (as that term is used in the context of CERCLA Section 107 (a) (3)) for the collection of Solid Waste, Organic Waste and Recyclables from Residential and Commercial/industrial Premises In the City, and transporting of same for disposal, Recycling of Recyclables, and Processing of Organic Waste; and

J. As a material inducement to City entering into this Agreement, Collector has agreed to fully indemnify City in the manner set forth in Section 5.1 hereof against all claims, losses, lawsuits or actions relating to any Hazardous Waste at any place owned and/or operated by Collector where Collector transfers, stores, or processes Solid Waste, Organic Waste, or Recyclables pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to as follows:

ARTICLE 1 DEFINITIONS

1.1 DEFINITIONS

Whenever any term used in this Agreement has been defined by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in Division 30, Part 1, Chapter 2 shall apply, unless the term is otherwise defined in this Agreement. In addition, the following definitions are hereby incorporated into this Agreement:

1.1.1 “Act” shall have the meaning set forth in the first recital of this Agreement.

1.1.2 “Applicable Law” means any and all laws, statutes, codes, ordinances, regulations, rules, orders, judgments, decrees, permits, permit conditions, approvals, mitigation measures, and other requirements of any governmental body that are in force on the Commencement Date and as they may be enacted, issued or amended during the Term.

1.1.3 “CERCLA” means the Comprehensive Environmental Responsibility Compensation and Liability Act, 42 U.S.C.A. Section 9601 et seq., as amended or superseded, and the regulations promulgated thereunder.

1.1.4 “Change in Law” means any of the following events or conditions:

(a) the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Commencement Date; or

(b) the order or judgment of any governmental body, on or after the Commencement Date to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of City or of Collector, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

1.1.5 “City Code” means the Code of the City of American Canyon, California, as it presently exists or may subsequently be amended.

1.1.6 “City Facility” means: any building, right of way, or real property owned or leased and operated by the City that may be constructed, acquired or leased during the Term.

1.1.7 “City Manager” means the City Manager of the City or his/her designee, and “City Attorney” means the City of American Canyon City Attorney, or his/her designee.

1.1.8 “CIWMB” means the California Integrated Waste Management Board.

1.1.9 “Collection Services” means the services performed by Collector in the collection of Solid Waste, Recyclables, and Organic Waste under this Agreement.

1.1.10 “Commencement Date” means June 1, 2003.

1.1.11 “Commercial/Industrial” means any establishment within City that does not fall within the definition of “Residential.” This Includes, but is not limited to, office buildings, stores, factories, construction yards, mobile home parks, and multi-family dwellings (with at least 5 residential units).

1.1.12 “Compost” shall have the meaning set forth in Public Resources Code Section 40116, as it now exists or may subsequently be amended.

1.1.13 “Consumer Price Index” or “CPI” means the Consumer Price Index (CPI) B All Urban Consumers for the San Francisco - Oakland - San Jose Metropolitan Area, base period 1982-84=100.

1.1.14 “Designated Disposal Facility” and “Designated Disposal Site” means the Disposal Facility designated by City pursuant to subsection 3.15.1.

1.1.15 “Designated Green Waste Facility” means the Processing facility designated by Collector pursuant to subsection 3.15.3, subject to City’s right to disapprove the designation pursuant to that Section, for the Processing into Compost of Organic Waste collected pursuant to this Agreement.

1.1.16 “Designated Recycling Facilities” means the Recycling Processing facility designated by Collector pursuant to subsection 3.15.2, subject to City’s right to disapprove the designation pursuant to that Section, for the Processing of Recyclables collected pursuant to this Agreement.

1.1.17 “Diversion” means diversion as defined in Public Resources Code Section 40124.

1.1.18 “Diversion Rate” means the percent of Solid Waste diverted from disposal.

1.1.19 “Environmental Statutes” means, for the purposes of this Agreement, 42 U.S.C. Sections 6901, et seq. and Sections 9600, et seq., and California Health and Safety Code Sections 25300, et seq., or successor statutes.

1.1.20 “Food Waste means food scraps and trimmings and other putrescible waste that results from food production, preparation, storage, consumption or handling. Food Waste includes but is not limited to: meat, fish and dairy waste, fruit and vegetable waste, grain waste, stable matter, acceptable food packaging items such as pizza boxes, paper towels, waxed cardboard and food contaminated paper products.

1.1.21 “Green Waste means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Organic Waste cart utilized by the Subscriber. Green Waste includes plant debris, such as Yucca and Cactus, ivy, grass clippings, leaves, pruning weeds, branches, brush, Christmas trees, and other forms of vegetative waste and must be generated by and at the location wherein the Green Waste is collected. Notwithstanding the foregoing, Palm fronds and Oleander are excluded from the definition of Green Waste and are not permitted in the Organic Waste cart.

1.1.22 “Gross Rate Revenues” means all Rate revenues collected by Collector for providing Collection Services, Including special charges and late fees, but exclusive of Recycling Revenues.

1.1.23 “Household Hazardous Waste Program” means the operation of the Household Hazardous Waste program by the Napa Vallejo Waste Management Authority per section 3.8.1.

1.1.24 “Material Recovery Facility” means any facility, selected by Collector designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclables for sale. The Material Recovery Facility is currently 2021 Broadway St, Vallejo, CA 94589.

1.1.25 “Monthly Remittance” means the monthly payment made to City by Collector pursuant to Section 7.4.

1.1.26 “Officers” means all individuals who hold an office of authority or trust in an organization, regardless of whether that individual was appointed or elected.

1.1.27 “Owner” means the person holding the legal title or having a right to possession to the real property to which Collection Services are provided.

1.1.29 “Organic Waste” means Food Waste and Green Waste, either separately or commingled with each other, that has been separated at the source of generation from Solid Waste and Recyclable Materials.”

1.1.30 “Rates” means the service charges and Special Charges for Collection Services billed and collected by Collector from each Subscriber receiving service under this Agreement.

1.1.31 “Recyclables” means those materials identified on Exhibit A, as amended, that have been separated at the source of generation from Solid Waste and Organic Waste.

1.1.32 “Recycling Revenues” means all revenues resulting from the sale of Recyclables collected through provision of Collection Services. Recycling Revenues also includes any reimbursements

from the State for California Redemption Value materials, and any Department of Conservation reimbursement for curbside Recyclables collection pursuant to Public Resources Code Section 14549.6(a).

1.1.33 “Related Party” means any other person under the same ownership and/or Control as Collector.

1.1.34 “Residential” means any residential structure containing four (4) or fewer permanent living units.

1.1.35 “Residue” means materials that remain after processing Recyclables and Organic Waste, which cannot be recycled, marketed, or otherwise utilized, including but not limited to materials such as rocks, contaminated paper, and other debris.

1.1.36 “Schedule of Approved Rates” means Exhibit B, as amended throughout the Term of this Agreement.

1.1.37 “Solid Waste” means all solid, and semi-solid wastes that are neither Organic Waste nor Recyclables. These include residential, industrial, commercial, community and municipal garbage, trash, refuse, paper, rubbish, ashes, demolition and construction wastes, discarded home and industrial appliances, manure, and commingled Recyclables that contain ten percent (10%) or more of refuse or other non-reusable material by weight. The terms “Solid Waste”, “Green Waste”, “Food Waste”, “Recyclables”, and “Construction and Demolition Debris” as used herein do not include any of any material that is (i) hazardous waste, (ii) “designated waste” as defined in California Water Code Section 13173, (iii) “medical waste” as defined under the California Medical Waste Management Act, (iv) radioactive waste regulated pursuant to the California Radiation Control Law, (v) abandoned vehicles and parts thereof, (vi) dewatered, treated, or chemically fixed sewage sludge, (vii) manure or other animal waste, or (viii) in Collector’s reasonable opinion a potential risk to human health or the environment.

1.1.38 “Special Charges” means extra charges for certain special services for Residential and Commercial/Industrial Subscribers that are contained on the Schedule of Approved Rates, and that may be billed by Collector.

1.1.39 “Special Rate Review” means the Rate adjustment process described in Section 6.3 of this Agreement.

1.1.40 “Standard Residential Organic Waste Container” means a container that is provided by Collector for the collection of Organic Waste from Residential Premises.

1.1.41 “State” means the State of California.

1.1.42 “Subscriber” means an Individual or entity that subscribes to Collection Services provided by Collector pursuant to this Agreement.

1.1.43 “Substantial Evidence” means such evidence as would convince a reasonable person as to (i) the existence of one or more of the occurrences described in Section 6.3.2, and (ii) the amount

of Collector's reasonable increased costs (or decreased revenues) resulting from such occurrence(s).

1.1.44 "Term" means the term of this Agreement, as set forth in Section 2.4.

1.1.45 "Tipping Fee" means the fee charged by a disposal or Processing facility to dispose or process one (1) Ton of municipal Solid Waste, not Including any charges for Special Wastes, Bulky Waste, or Special Items.

1.1.46 "Ton" means a "short ton" of 2,000 pounds.

ARTICLE 2

PARTIES; EXCLUSIVE RIGHTS; TERM OF AGREEMENT

2.1 PARTIES TO THE AGREEMENT

The parties to this Agreement are:

2.1.1 City. The City of American Canyon, a municipal corporation, having its principal office at 4381 Broadway, Suite 201, American Canyon, California, 94503.

2.1.2 Collector: Recology American Canyon, a California corporation, having its principal office at 2021 Broadway Street, Vallejo, CA.

2.2 REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICES

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

2.2.1 The principal representative of City shall be:

City Manager
4381 Broadway Suite 201
American Canyon, California 94503
Telephone No.: (707) 647-4351
Fax No.: (707) 642-1249

2.2.2 The principal representative of Collector shall be:

General Manager
Recology American Canyon
2021 Broadway Street
Vallejo, CA 94589

2.2.3 Formal notices, demands, and communications to be given hereunder by either party shall be made in writing, and shall be personally delivered or sent by registered or certified mail, postage pre-paid, return receipt requested, or by Federal Express or other courier service which provides a

written receipt of delivery, or delivered or sent by facsimile transmission or email, to the addresses set forth in this Section 2.2. The notices or other communications shall be deemed received and effective upon: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, the date of delivery or refusal to accept delivery indicated in the certified or registered mail receipt; or (iii) if given by courier service, on the date of delivery evidenced by the receipt for delivery provided by the courier service; or (iv) if faxed or emailed, when sent. Any notice, request, demand, direction or other communication sent by fax or email must be confirmed within forty-eight (48) hours by a writing mailed or delivered in accordance with the foregoing.

2.2.4 If the name of the principal representative designated to receive the notices, demands, or communications, or the address of such person, is changed, written notice shall be given to the other party within five (5) working days of the change.

2.3 GRANT OF EXCLUSIVE RIGHTS; LIMITATIONS

2.3.1 Subject to the terms and conditions of this Agreement and Applicable Law, City hereby grants and issues to Collector the exclusive authority, right and privilege to collect, transport, process, and dispose of all Solid Waste, Organic Waste and Recyclables, generated or accumulated within the City, throughout the Term. When asked by the Collector, the City shall use its best efforts to protect the rights granted to Collector under this Agreement; however, the City shall not be obligated to join or instigate litigation to protect the right of the Contractor. Collector's exclusive rights hereunder shall be subject to the rights of State, county and school district facilities to use a Solid Waste Enterprise other than Collector.

2.3.2. This contract provision will not apply to Garbage, Recyclables or Organic Waste self-hauled by the generator; to construction/demolition waste generated and hauled by licensed construction contractors using such contractor's own vehicles and employees as an incidental part of the overall service provided by such contractor rather than as a hauling service; or to Green Waste generated and hauled by private landscaping contractors, using the contractor's own vehicles and employees and as an incidental part of the overall service provided by such contractor rather than as a hauling service.

2.3.4 As a material inducement to City to enter into this Agreement, Collector hereby waives any right it may possess to contest the legal right, power or the authority of City to enter into and perform this Agreement, or any provision hereof, and agrees to cooperate with and assist City in supporting the legal validity of and authorization for such provisions in the event of any legal challenge thereto brought or made in any manner by a third party.

2.4 TERM OF AGREEMENT AND COMMENCEMENT DATE

2.4.1 The term ("Term") of this Agreement shall commence upon the satisfaction or waiver of the conditions precedent set forth in subsection 2.4.2, and shall expire midnight on February 28, 2034. For the avoidance of doubt and notwithstanding any other provision of this Agreement to the contrary, the 2003 Franchise Agreement, this amendment and restatement thereof, and any other amendments mutually agreed by the parties, shall together constitute a single agreement with

a single unbroken term. This Agreement may be extended for additional five (5) year extension periods upon mutual agreement between the City and the Collector.

At least four months prior to a potential termination date, the City and the Collector shall meet and confer concerning the possibility of implementing a five (5) year extension of the Term.

Notwithstanding all the foregoing within this section, the unexcused failure or refusal of Collector to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, to terminate this Agreement for cause in accordance with the procedures elsewhere contained herein. Upon the termination of this Agreement (for any reason other than a failure of condition precedent pursuant to subsections 2.4.2 or 2.4.3), or expiration of the Term, the waiver set forth in subsection 2.3.3, the indemnity provisions set forth in Section 5.1, and any other provision which is expressly stated to survive the Term, shall remain in full force and effect.

2.4.2 This Agreement shall not become effective and City shall not be obligated to perform the undertakings provided for in this Agreement unless and until each and all of the conditions set out below are satisfied, or waived in writing by City. Waiver of any of the following as a condition to the effectiveness of this Agreement will not preclude City from pursuing any claim for breach of this Agreement. In the sole and absolute discretion of the City Manager, this Agreement shall expire and be of no further force or effect, without the need for notice pursuant to Section 11.1, if the conditions precedent set forth below are not satisfied on or before the Commencement Date:

(a) The representations and warranties made by Collector in Section 2.6 of this Agreement are true and correct.

(b) Collector shall submit, to the satisfaction of the City Manager: (i) endorsements of insurance coverage pursuant to Section 5.2; and (ii) the faithful performance bond pursuant to Section 5.3.

2.4.3 If Collector is selected by either the City of Napa and/or the County of Napa as its/their exclusive franchisee, then the City, in its sole discretion, may elect to terminate this Agreement and renegotiate an agreement with substantially the same terms and conditions as the City of Napa and/or the County of Napa.

2.6 REPRESENTATIONS AND WARRANTIES OF COLLECTOR

Collector hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transaction contemplated hereby, all of which shall be true as of the date of this Agreement and as of the Commencement Date:

(a) Collector is duly organized and validly existing as a corporation under the laws of the State of California with full legal right and power to enter into and perform its obligations under this Agreement.

(c) Collector has the authority to enter into and perform its obligations under this Agreement. Collector or its authorized representative has taken all actions required by law and its governing

documents to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Collector warrant and represent that they have authority to do so. This Agreement constitutes the legal, valid and binding obligation of Collector.

(d) Neither the execution of this Agreement nor the delivery by Collector of Collection Services nor the performance by Collector of its obligations hereunder: (1) conflicts with, violates or results In a breach of Applicable Law; (2) conflicts with, violates or results In a breach of any term, or condition of any judgment, decree, agreement (Including, without limitation, the certificate of incorporation of Collector) or instrument to which Collector is a party or by which Collector or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Collector.

(e) There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Collector's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Collector which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Collector in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Collector to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Collector.

(f) Collector has no knowledge of any Applicable Law In effect as of the date of this Agreement that would prohibit the performance by Collector of this Agreement and the transactions contemplated hereby.

(g) Collector has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection Services required by this Agreement.

(h) The information supplied by Collector in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Collector throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Commencement Date of this Agreement.

(i) Collector's representative, designated in subsection 2.2.2, shall have authority in all daily operational matters related to this Agreement. City may rely upon action taken by such designated representative as action of Collector unless the actions taken are not within the scope of this Agreement.

(j) As a material inducement to City to enter into this Agreement, Collector hereby represents, warrants, and guarantees that if the Devlin Road Recycling and Transfer Facility does not have sufficient capacity to accept all Solid Waste collected from within the City during the Term, and

that the Keller Canyon Landfill will not accept all Solid Waste collected from within the City during the Term, then Collector will find an acceptable alternate site.

(n) As a material inducement to City to enter into this Agreement, Collector hereby represents, warrants, and guarantees that the Material Recover Facility (“MRF”) will have sufficient capacity to accept and process all Recyclables collected from within the City during the Term.

ARTICLE 3 SCOPE OF SERVICES

3.1 GENERAL

Collector shall collect all Solid Waste, Organic Waste, and Recyclables generated and presented for collection at each Residential, Multifamily Residential and Commercial/Industrial Premises in the City that has subscribed for collection services, in conformity with the provisions of this Agreement, including but not limited to the performance standards set forth in Exhibit “C”. The work to be done by Collector pursuant to this Agreement shall include the furnishing of all labor, supervision, vehicles, containers, other equipment, materials, supplies, and all other items necessary to perform the Collection Services, and the payment of all related expenses including, but not limited to, all taxes and utility charges. The Collection Services shall be performed in a thorough and professional manner that constitutes litter free, reliable, courteous and high-quality service. Collector shall at all times perform Its duties using best industry practices for comparable operations.

3.2 COMPLIANCE WITH APPLICABLE LAW

3.2.1 Collector shall acquire and maintain all necessary permits and licenses, and shall comply with all provisions of this Agreement, the City Code, and all other Applicable Law, rules, and implementing regulations, as they may from time to time be amended, Including, but not limited to the Act, CERCLA, and RCRA.

3.2.2 Collector agrees to observe and comply with the operating rules and regulations established by the applicable county and the State regarding the Designated Disposal Site, Designated Recycling Facilities, and the designated Organic Waste Facility, including without limitation those governing delivery procedures, receiving hours, vehicle and waste inspection, Hazardous Waste screening, litter control and safety measures.

3.3 COLLECTION FROM RESIDENTIAL PREMISES

3.3.1 Collector shall furnish all labor, supplies, materials, permits, licenses, and equipment necessary to provide automated collection of Solid Waste, Green Waste, and Recyclables from all Residential Premises in the City from the curb on a weekly basis as provided in section 3.3.2, except in areas where access for automated collection is not practicable. In those areas such as alleys and narrow streets, semi-automated or manual Collection Services shall be provided.

3.3.2 Curbside collection of Recyclables and Organic Waste shall be performed weekly, on the same day as Solid Waste collection. Pick-up service for each customer shall be on one day Monday

through Saturday, throughout each year of the Agreement, except for the following holidays: Thanksgiving Day, Christmas Day and New Year's Day. On these holidays, service shall be provided on the following day. Special arrangements may be required to provide service on these holidays or on Sundays, depending upon the nature of the customers. Special fees may be charged for such service, subject to prior approval by the City.

The list of Recyclables to be collected in this program is attached hereto as Exhibit "A". Subject to the provisions of Section 6.3, City and Collector shall have the right to modify the list of residential Recyclables upon mutual agreement at any time during the Term, without the need to amend this Agreement.

3.3.3 Collector shall only be required to collect Recyclables if they have been separated by the customer from Solid Waste and Organic Waste, and shall only be required to collect Organic Waste if it has been separated by the customer from Solid Waste and Recyclables. If by visual inspection of a container it appears that Recyclables are contaminated with ten percent (10%) or more by weight or volume of Solid Waste or Organic Waste, or Organic Waste is contaminated with five percent (5%) or more by weight or volume of Solid Waste or Recyclables, then Collector will leave the container unemptied along with a Non-collection Notice which contains instructions on the proper procedures for setting out Recyclables or Organic Waste. The notice shall also inform the customer of the following options for dealing with the contaminated container, which the customer may exercise by calling Collector's customer service line. The customer may:

- (i) Leave the contents of the container as is and call Collector's customer service department to request that Collector collect the container as Solid Waste on the customer's next regularly scheduled collection day. In this case, the container will be collected as Solid Waste, and the customer will be charged the then-applicable rate for Solid Waste Overages.
- (ii) Leave the contents of the container as is and have Collector make a special pick-up of the container on a day other than the customer's next regularly scheduled collection day. In this case, the container will be collected as Solid Waste, and the customer will be charged the then-applicable rate for a special collection of Solid Waste.
- (iii) Remove the excess contamination from the container (so that remaining contamination is less than the thresholds indicated above), and have Collector collect the container as Recyclables or Organic Waste on the customer's next regularly scheduled collection day, at no additional charge. If on the next regularly scheduled collection day the contamination level has not been reduced below the thresholds indicated above, then CONTRACTOR may refuse to collect the container, and leave a notice as provided in the first paragraph of this Section 3.3.3 (i.e., the above process will begin anew).

3.4 CONTAINERS FOR RESIDENTIAL PREMISES

3.4.1 (a) Collector shall provide each Residential customer one (1) standard Solid Waste Container having an approximate capacity of either 32, 64 or 96 gallons, one (1) standard Recycling Container having an approximate capacity of 64 or 96 gallons, and one (1) Standard Residential Organics Container having an approximate capacity of 32, 64, or 96 gallons.

(b) All Containers provided by Collector shall be constructed of rigid, durable materials with a minimum five (5) year life expectancy warranted by the manufacturer. The color of the Containers shall be subject to the approval of the City Manager. Collector shall not place any labels or embossments on the Residential Containers without prior approval by the City Manager.

3.4.2 (a) Effective January 1, 2004, Collector shall permit Residential Householders to change the size of their Solid Waste, Recycling, and Organic Waste Containers at any time, once per year for each Container, at no additional charge. Collector shall be permitted to charge the fee set forth in the Schedule of Approved Rates for any change in the size of the Solid Waste, Recycling, and Organics Containers in excess of once per year. Collector shall deliver the Containers associated with requested changes in service level no later than two (2) weeks after receipt of the request.

(b) Collector shall provide additional Solid Waste, Recycling and Organics Containers to any unit in a Residential Premises upon request from the Residential Householder. Collector shall in no event be obligated to provide additional Recycling or Organic Waste Containers, however, unless the Residential Householder shall, as a condition, actually utilize on a regular basis all of the capacity of a Recycling Container or a Organic Waste Container. Additional Containers shall be delivered and serviced for the Rate specified in the Schedule of Approved Rates. Collector shall deliver the requested additional Containers no later than two (2) weeks after receipt of the request.

3.4.3 (a) Repairs to Containers for damage caused by ordinary wear and tear by the Residential Householder or by Collector shall be the responsibility of Collector. These repairs include replacement of wheels, lids, hinges, axles, and handles. Collector shall have the right to charge Residential Householder for Containers lost or damaged through willful or intentional abuse or misuse.

(b) In the event delivered Residential Containers are lost, stolen, damaged or destroyed, not through the willful or Intentional abuse or misuse of the Residential Householder, Collector shall deliver to the Residential Householder a replacement Container(s) within one week of request at no charge to the Residential Householder or City for either the Container or its delivery.

3.5 WHEEL-OUT SERVICE

Collector shall provide free wheel-out service to eligible residents. For purposes of this Section 3.5, "eligible residents" are those who: (1) are physically unable to move the Containers as verified by a medical certificate; and (2) annually sign a sworn statement that they live in a residence with no other residents capable of moving Containers. The City Manager shall make the final determination of whether or not a household is eligible for free wheel-out service. The service shall include free wheel-out service for one solid waste bin, one recycling bin, and one Organic Waste bin.

3.6 RESIDENTIAL BULKY WASTE COLLECTION AND DROP OFF

3.6.1 Each unit In a Residential Premises, and each unit in a Multi-Family Residence, shall be entitled to one (1) on-call pick-up per year of up to two (2) cubic yards of Solid Waste. Collector shall provide this service at no additional charge to the Subscriber or City. Collector shall also

accept no more than one (1) refrigerator or other item containing Freon, and dispose of it properly, without charging the customer or the City for the cost of properly removing the Freon.

3.6.2 Collector shall provide additional (beyond that set forth in subsection 3.6.1) on-call pick-up service upon request, and may charge a fee for such service as specified in the Schedule of Approved Rates.

3.6.3 Collector shall ensure that all pick-up service requests pursuant to subsections 3.6.1 or 3.6.2 are made within seven (7) days of the request. For the free pick-ups provided to Multi-Family Residences pursuant to subsection 3.6.1, however, Collector may require that the pick-ups occur from all units in the Multi-Family Residence on the same day. In that event, the on-call day shall be negotiated between Collector and the property owner or manager.

3.6.4 Collector shall transport collected materials that cannot otherwise be recycled to the Designated Disposal Site and be responsible for payment of any associated tipping fees. Collector shall make good faith efforts to maximize the Recycling of collected materials.

3.6.5 Collector shall provide two coupons per year to each unit in a Residential Premises annually for disposal at the Designated Disposal Site of up to one thousand (1,000) pounds of Solid Waste at no charge. No charge shall be levied for the removal of Freon from one (1) Freon-containing device delivered to the Designated Disposal Site pursuant to the coupon. One coupon shall be distributed in the June bill and one in the December bill, unless a different time period is mutually agreed upon between Collector and City.

3.7 HOLIDAY TREE RECYCLING

Collector shall collect, transport and process as Organic Waste all acceptable trees from all Residential Premises and Multi-Family Residences within the City which are placed for collection on the first three regularly scheduled collection days after December 25 for each collection route, at no additional compensation to Collector or charge to the Subscriber or City. Notwithstanding the above, Collector shall incorporate local non-profit organizations in the provision of holiday tree collection services, where such organizations have expressed interest in writing to City or Collector. In such cases, Collector shall be responsible for maintaining the service standards specified in this Section, except that collection may be at reasonable times and dates prior to January 15th of the following calendar year. For purposes of this Section 3.7, “acceptable holiday trees” means trees that are acceptable for Processing as Organic Waste pursuant to subsection 3.15.3 (i.e., no “flocked” trees, or trees with material amounts of tinsel). Collector shall have no obligation to collect trees or portions of trees that are greater than six (6) feet In length.

3.8 HOUSEHOLD HAZARDOUS WASTE PROGRAM; USED OIL RECYCLING AT THE CURB

3.8.1 . The City’s Hazardous Waste program (which does not include the Recycled Used Oil program as spelled out in Section 3.8) shall be provided through the Napa-Vallejo Waste Management Authority, and is not the responsibility of Collector.

3.8.2 At the regularly scheduled collection day, Collector shall collect up to two (2) Oil Containers (as defined below) of used motor or cooking oil from each Residential Subscriber and shall provide a clean, empty, usable Oil Container for each Oil Container collected. Collector's vehicles will have special racks attached to place the filled and empty Oil Containers, and will transport the used motor oil back to Contractor's facility for storage in a secure, double walled container marked "Used Oil Only." A reputable disposal company selected by Collector, and approved by City, shall collect the oil from the storage containers at Collector's facility and ensure its lawful disposition. As used herein, "Oil Container" shall mean a Collector-provided one-gallon translucent plastic container with a screw top. Collector shall provide up to two (2) Oil Containers to each Residential Subscriber within seven (7) business days of a request of an Oil Container. Collector shall not be obligated to collect used motor oil that is not contained in an Oil Container, and shall not be obligated to collect Oil Containers that Collector reasonably believes contains a substance other than used motor or cooking oil.

3.9 COMMERCIAL/INDUSTRIAL SERVICE

3.9.1 Collection. Collector shall furnish all labor, supervision materials, permits, licenses, and equipment necessary to provide collection of Solid Waste, Recyclables, and Organic Waste from Commercial/Industrial Premises in the City on at least a weekly basis. Collector will assist the owners of Commercial/Industrial Premises in selecting an appropriate level of service for Solid Waste, Recyclables, and Organic Waste. Collector shall be responsible for billing each Commercial/Industrial Premises at the Rates set forth on the Schedule of Approved Rates. In no event shall Collector charge for providing extra containers for Recyclables and their collection, beyond those rates charged for Solid Waste collection and, for the avoidance of doubt, Collector shall charge for providing containers for Organic Waste and their collection in accordance with the rates on Exhibit B. Collector shall work with Commercial/Industrial Premises Subscribers to select the appropriate size, type and number of Containers to be provided for Solid Waste, Recyclables, and Organic Waste Collection Services.

3.9.2 Promotion of Commercial Recycling. Collector shall make Recyclables Collection Services available to all Commercial/Industrial Premises in the City. In coordination and cooperation with City efforts, Collector shall use its best efforts to promote and expand the use of Recycling services to all Commercial/Industrial Premises.

3.9.3 Promotion of Commercial Organic Waste Services. Collector shall make Organic Waste Collection Services available to all Commercial/Industrial Premises in the City.

3.9.4 Waste Stream Assessment. Collector shall provide on-site waste stream assessments to Commercial/Industrial Premises for the purposes of assisting premises in identifying and Implementing waste reduction practices and Recycling and Organic Waste Collection Service. Collector shall establish a program to ensure that new Commercial/Industrial Premises entering the City receive an assessment in a timely manner.

3.9.5 Contamination. The contamination thresholds and procedures set forth in Section 3.3.3 apply to Recyclables and Organic Waste Containers set out for collection by Commercial/Industrial customers.

3.10 CITY FACILITIES

3.10.1 Collector shall collect and deliver for disposal or Processing all Solid Waste, Organic Waste and Recyclables from each City Facility listed on Exhibit D at the frequencies and subscriptions levels identified on such exhibit.

3.10.2 City may substitute on a 1:1 basis the quantity of City Facilities receiving service and the volume and frequency of service at no additional cost to the City by written notice to Collector, provided that Collector shall be entitled to apply for a Special Rate Review consistent with Section 6.3. For the avoidance of doubt and notwithstanding anything else in this agreement, tenants or other occupants of a City owned or leased facility that are non-governmental, for-profit enterprises shall be charged by Collector in accordance with this Contract for the collection from them of associated Solid Waste, Organic Waste and Recyclables. .

3.10.3 City may add locations to the list of City Facilities listed on Exhibit D receiving service and the volume and frequency of service at no additional cost to the City by written notice to Collector, provided that Collector shall be entitled to apply for a Special Rate Review consistent with Section 6.3.

3.11 DEAD ANIMAL COLLECTION

Notwithstanding any other clause within the Agreement, upon request from the City Manager and at no additional cost to City, Collector shall provide for the collection and disposal of domesticated animals found dead on public property, including but not limited to City streets and rights of way, so long as such animals may be disposed of at the Designated Disposal Site.

3.12 HAZARDOUS WASTE NOTIFICATIONS AND PROCEDURES

3.12.1 The collection, transportation and disposal of Hazardous Waste is specifically beyond the scope of this Agreement. Collector and City shall take all reasonable steps necessary to prevent Hazardous Waste from being collected, transported, or disposed of by Collector under this Agreement, other than the Recycled Used Oil program pursuant to Section 3.8.

3.12.2 Collector shall not be required to filter through and thoroughly inspect the Solid Waste or Recyclables deposited in Containers in order to ensure it does not contain any Hazardous Waste. Collector shall nonetheless take all reasonable steps to avoid collecting Hazardous Waste. Collector shall tag each Container which contains Hazardous Waste and shall keep a record of all Subscribers who have received a tag for depositing Hazardous Waste items, in accordance with the procedures set forth In Section 3.C of Exhibit "C" regarding tagging items not collected.

3.12.3 Collector shall provide written information regarding Household and other Hazardous Waste to all Subscribers upon initially beginning service and on a yearly basis thereafter. This information shall specify what types of waste may and may not be disposed of through routine collection procedures, the availability of the Household Hazardous Waste Collection Program described in Section 3.8, the tagging procedure if Hazardous Waste is found In the Subscriber's deposited waste, and other pertinent Information.

3.12.4 Collector shall conduct yearly training programs for its waste collection employees who provide Collection Services in the City, to instruct them in determining what is Hazardous Waste, to advise them to be aware of and locate, If possible, Hazardous Waste items when undertaking their collection of Solid Waste and Recyclables in the City, to follow proper procedures by tagging Hazardous Waste Items as “Hazardous Special Handling Required”, and to advise Subscribers of the various legal alternatives for the disposal of Hazardous Waste.

3.12.5 Collector shall notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and Local Emergency Response Providers, and if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed by Collector anywhere within the City, including on, in, under or about City owned property and City waste Containers. In addition to other required notifications, if Collector observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on City owned property, including but not limited to streets in the City, storm drains, or public rights of way, Collector also shall immediately notify the City Manager and the Napa County Department of Environmental Management.

3.13 DISPOSAL AND PROCESSING FACILITIES

3.13.1 The Devlin Road Recycling and Transfer Facility is the Designated Disposal Site. Except as set forth in subsection 3.13.5, Collector shall dispose of all Solid Waste collected in the City at the Designated Disposal Site, at Collector’s expense and in accordance with all Applicable Law.

3.13.2 Collector has designated the Material Recovery Facility as the Designated Recycling Facility. Collector covenants that the Designated Recycling Facility is properly permitted and in compliance with all Applicable Law. Collector shall deliver all Recyclables collected in the City to the Designated Recycling Facility, at Collector’s expense and in accordance with all Applicable Law. Collector shall ensure that, after Processing, Recyclables are used in a manner that is classified as Diversion.

3.13.3 Collector has designated the Jepson Prairie Organics as the Designated Organic Waste Facility. Collector Covenants that the Jepson Prairie Organics is properly permitted for the composting of Organic Waste, and is in compliance with all Applicable Law. Collector shall deliver all Organic Waste collected in the City to the Designated Organic Waste Facility for composting, other than those loads that are delivered to the City Water Reclamation Facility (WRF) located at 151 Mezzetta Ct, pursuant to Section 3.13.4 of this Agreement. If any such delivery to the Designated Organic Waste Facility would not result in the City receiving credit in calculating its Diversion Rate for having diverted the Organic Waste from disposal in a landfill or transformation facility, another facility must be selected. Collector shall ensure that Organic Waste, excluding Residue, that is collected under this Agreement is processed into Compost in accordance with Applicable Law, and used in a manner that is classified as Diversion.

3.13.4 As of the execution date of this Agreement, City is considering installation of an anerobic digester at WRF that will be used to generate energy out of organic material. Throughout the Term of this Agreement, City may request, and Collector will make reasonable best efforts to comply with such requests, that Collector deliver one or more loads of Organic Waste collected by

Collector to the WRF to be used as feedstock for City's anerobic digester. All processing of Organic Waste delivered to WRF by Collector shall be done at City's sole expense. City shall be responsible for providing Collector with a proper site at WRF to dump such loads and City shall ensure that the WRF has received any and all necessary permits or other entitlements necessary to receive Organic Waste from Collector. In the event City is unable to process or use the loads that have been tipped by Collector at WRF per City instructions, City shall bear all costs with reloading and transporting such material.

3.13.5 Collector shall ensure that the Designated Disposal Site, Designated Recycling Facility, and Designated Organic Waste Facility are properly permitted and in compliance with Applicable Law at all times during the Term. Collector shall immediately inform City Manager in writing in the event of any noncompliance, and City, in its sole discretion, shall have the right to require the use of a different disposal or Processing Facility to be selected by Collector. The City Council may also, in its sole discretion, require the use of a different site at any time during the Term if the Designated Disposal Site, Recycling Facilities, or Green Waste Facility (as the case may be) is found to not be in compliance with the provisions of this Section 3.15, and the City Council determines that the Designated Disposal Site, Recycling Facilities, or Organic Waste Facility (as the case may be) is not acceptable due to a failure to comply with the terms of this Agreement or a finding by State or federal regulatory agencies that it is not in compliance with Applicable Law, including the Environmental Statutes, and is unable to accept City's Solid Waste, Organic Waste or Recyclables (as the case may be).

3.14 TITLE TO SOLID WASTE, RECYCLABLES AND ORGANIC WASTE

It is expressly understood that all Solid Waste, Recyclables and Organic Waste collected under this Agreement becomes the property of Collector at the point of collection, subject to the requirement of delivery of Solid Waste to the Designated Disposal Site, Recyclables to the Designated Recycling Facilities, and Organic Waste to the Designated Organic Waste Facility. At no time does City obtain any right of ownership or possession of Solid Waste or Recyclables placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights. City and Collector agree that, for the purposes of the Uniform Commercial Code and all other laws imposing liability for defective products, it is Collector, and not City that is to be considered the "merchant" of goods recycled pursuant to this Agreement.

3.15 PUBLIC EDUCATION

3.15.1 Throughout the Term, Collector shall provide Subscribers with information pertaining to this Agreement and shall conduct public education services that include, but are not limited to, providing information pertaining to the following:

- (a) New services implementation;
- (b) Change In service and change in cost of service;
- (c) Notices of incorrect setouts;

- (d) Curbside Bulky Waste Program, including information about household appliances with Freon, including refrigerators;
- (e) Annual Holiday tree Collection Services, including non-profit collection alternatives;
- (f) Coordination with City in development of monthly promotions and public education materials on source reduction, Recycling, backyard composting and Organic Waste program topics. City shall have the right to review and approve all public education and promotion materials prior to distribution by Collector;
- (g) The availability of free wheel-out service for qualifying Subscribers, free additional Recycling or Organic Waste Containers, and free on-call Bulky Waste Service;
- (h) The availability of on-call Bulky Waste service (other than the one free pick-up per year) for an additional fee;
- (i) Household Hazardous Waste program services provided pursuant to this Agreement;
- (j) Providing Recycling outreach to schools and community groups as requested. City shall have the right to review, approve, and participate in all education and outreach materials prior to distribution;
- (k) Providing Recycling education to users of buildings receiving free service pursuant to Sections 3.11 and 3.12; and
- (l) The availability of the lifeline rate for qualified Residential Householders.

3.15.2 All press releases, reports, or other documents prepared by Collector for release to the public, the CIWMB, or any other public agency that materially affect the City shall be subject to the prior review (for a period of at least five business days) of the City Manager. The parties agree that, for purposes of this subsection 3.17.3, any reports or other documents relating to the automated collection system in the City, or to City's Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), and Diversion Rate, materially affect the City.

3.16 PUBLIC ACCESS TO COLLECTOR

3.16.1 Collector shall establish and maintain at all times during the Term an office and corporation yard in a location in or near the City. Collector's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m. Monday through Friday, except Holidays. A responsible and qualified representative of Collector shall be available at Collector's office during office hours for communication with City and the public.

3.16.2 Collector shall maintain a toll-free telephone system in operation at its office to assist Subscribers during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Collector shall maintain telephone equipment, and have available service representatives, sufficient to handle the volume of calls typically experienced on the busiest days. Subscribers must be able, with reasonable convenience, to reach Collector's office by phone during the hours set forth in this Section. Notwithstanding the above, Collector may use an answering service on Saturdays or

Sundays. Collector shall have a representative, answering service or voicemail system available at the toll-free telephone number during all hours other than the hours set forth herein. Any recording shall provide an additional number to call in the event of an emergency. Collector shall provide the City Manager the means to contact a representative of Collector directly by telephone on a 24-hour basis in the event of an emergency.

3.17 SERVICE COMPLAINTS AND RESPONSE

3.17.1 Collector agrees to maintain a computer-based log (“Complaint Log”) of all oral and written service complaints registered with Collector from Subscribers or the public within the City. The Complaint Log shall be maintained in a computerized database format reasonably acceptable to the City Manager. Collector shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Subscriber complaints. Subscriber complaints that cannot be reasonably resolved may be appealed to the City Manager for final resolution. Collector shall record in the Complaint Log all written and oral complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, name of Collector employee taking the complaint, and the nature and date of resolution. The Complaint Log shall be maintained so that representatives of City upon request may conveniently inspect it.

3.17.2 Collector shall respond to all complaints from Subscribers, other than missed pickups, within one business day.

3.17.3 In the event of a missed pickup of containers that have been properly set out by Subscribers, Collector shall complete the pickup the same day if the complaint is received by 3:00 p.m., or by 12:00 p.m. the following business day if the complaint is received after 3:00 p.m. In the event Collector is requested to return to collect a container that was not properly set out for collection, Collector may charge the return trip fee set forth on Exhibit B.

3.18 REPORT ACCUMULATION OF SOLID WASTE; UNAUTHORIZED DUMPING

Collector shall direct its drivers to note the addresses of any premises at which they observe significant and ongoing accumulation of Solid Waste that is not being delivered for collection, and the address or other location description at which Solid Waste has been dumped in an apparently unauthorized manner. Collector shall deliver the address or description to the City Manager within three (3) working days of such observation.

3.19 PRIVACY

Collector shall strictly observe and protect the rights of privacy of Subscribers. Information identifying individual Subscribers, or the composition or contents of a Subscriber’s Solid Waste or Recyclables, shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, authorized Federal, State, or municipal law enforcement agency, by statute, or upon valid authorization of the Subscriber. Collector shall not market or distribute mailing lists with the names and addresses of residential or commercial/industrial Subscribers. This provision shall not be construed to preclude Collector from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses that may be required by City pursuant to the Act. The rights accorded

Subscribers pursuant to this Section shall be In addition to any other privacy rights accorded Subscribers pursuant to Federal or State law.

3.20 CHANGES IN OPERATIONS, ADMINISTRATION OR SCHEDULE

Collector shall notify the City Manager In writing of any proposed material changes in or to the Collection Services operation (e.g. vehicle routes, equipment type or number, crew size), administration (e.g., management and employees), and schedule prior to implementation. Any changes to the collection operation shall meet the service standards and other terms of this Agreement. In the case of changes to the collection schedule, Collector must notify all affected Subscribers at least (14) days prior to any change in the collection day. Collector shall not permit any Subscriber to go more than seven (7) days without service in connection with a collection schedule change.

3.21 MODIFICATION OR CHANGE OF COLLECTION SERVICES; NEW SERVICES

3.21.1 Upon receiving a written request from the City Manager, Collector shall provide a reasonable modification of any Collection Service subject to establishment of appropriate compensation for providing the service. Such a service modification may Include, but not be limited to,

- (a) the addition or deletion of specific Recycling materials that have been mutually agreed upon between City and Collector; or
- (b) any exclusive or non-exclusive services not covered by this Agreement, and that It is qualified to provide.

Notwithstanding the foregoing, any requests by City to Collector for delivery of Organic Waste to the WRF shall not be considered a Modification or Change to Services under this Section 3.21 and shall not be grounds for City to initiate a Special Rate Review.

3.21.2 The implementation of any modified or additional service shall be contingent upon City Council's approval of a Rate acceptable to Collector pursuant to Section 6.3. If a mutually acceptable Rate for a new service requested by City cannot be negotiated between City and Collector within a reasonable time frame, City reserves the right to solicit other bids and obtain other service provider(s) for additional service. Nothing In this Agreement requires City to request additional services from Collector.

3.22 STREET SWEEPING

Collector shall provide mechanical sweeping of all publicly owned streets and City designated curbed bike lanes on a biweekly (every other week) basis, pursuant to the scope of services and sweeping schedule contained in Exhibit E and in accordance with this Section 3.22. Collector shall not be required to sweep streets that lack either curbs or gutters, or that are in such a state of disrepair that sweeping may be hazardous to persons or property, or to sweep portions of streets blocked or covered by cars, structures or other obstacles. Collector may obtain water from City-owned hydrants as reasonably necessary to perform street sweeping services. Collector shall have

the exclusive right to provide street sweeping services within the city limits of City except for areas where there is new construction and the developer is required to provide street sweeping.

3.23 LIFELINE RATE

Collector shall offer a fifteen percent (15%) discount off its standard service rates to eligible households enrolled in a Residential Premises duly enrolled in the California Alternate Rates for Energy (CARE) program offered by the electrical utility providing service to City residents (currently Pacific Gas and Electric). To be eligible for the discount, a household must provide Collector with a copy of a recent utility bill evidencing the household's enrollment in the CARE program, and a signed application in a form mutually agreed by Collector and City. If Collector approves the application, the household shall be eligible to receive the discount for a one-year period, or such longer period as Collector may determine. Collector may verify participating households' continued eligibility by requiring them to submit updated documentation. Households granted the discount shall be required to notify Collector promptly if they are no longer enrolled in the CARE program. Collector may require the household to verify its eligibility under the criteria set forth above.

3.24 SOLID WASTE OVERAGES

Collector shall collect Solid Waste Overages placed in 32 gallon plastic bags (or other bags or bundles deemed acceptable by Collector) set out beside Solid Waste Containers by Residential or Commercial/Industrial customers on such customers' regularly scheduled collection day, provided, however, that Collector shall not be required to collect more than, 32 gallons of overages unless the customer has scheduled such collection with Collector in advance. Collector may charge for Garbage Overages at the rates as set forth in Exhibit B.

3.25 DEBRIS BOX CREDIT FOR CITY

Collector shall provide City 400 cubic yards per calendar year of debris box collection services to be provided to City for additional services to City Facilities beyond what is listed in Exhibit D, code enforcement purposes and community clean-up events. Such services shall be provided at City's request and in the same manner as similar services provided to commercial customers, unless otherwise agreed by Collector and City. Any unused credit remaining at the end of a calendar year will not be rolled over to the subsequent year.

3.26 COMPOST GIVEAWAY

Upon City request and no more than twelve (12) times per calendar year, Collector shall deliver twenty (20) cubic yards of Compost to City at no charge to a mutually agreed upon location. Any unused requests remaining at the end of a calendar year will not be rolled over to the subsequent year. Collector shall also make available one hundred sixty (160) cubic yards of Compost on an annual basis for giveaway to residents of American Canyon (proof of residency required). Compost shall be available for pick up at Collector's facility located at 2021 Broadway Street, Vallejo.

3.27 SHRED EVENTS

Collector shall reimburse City up to Eight Thousand Dollars (\$8,000.00) per year for City's costs incurred to host confidential paper shredding events in City that are available to use by City residents. City shall provide Collector copies of invoices paid by City for such events and Collector shall reimburse City for those costs up to Two Thousand Dollars (\$2,000.00) no more than four (4) times per year, within sixty (60) days of receiving such invoices. Any unused amounts remaining at the end of a calendar year will not be rolled over to the subsequent year.

3.28 ARTIST IN RESIDENCY PROGRAM

Upon written request from City, Collector shall meet and confer with City regarding the parameters of an Artist in Residency Program to be provided by Collector under this Agreement at a future date. Collector agrees to prepare a proposal that incorporates the agreed upon terms of the program between Collector and City and the adjustment to Rates required as a result of implementing such program. Upon mutual agreement between City and Collector of all terms, including the adjustment to Rates, the parties shall amend this Agreement in advance of the Artist in Residency program implementation.

ARTICLE 4

CONTINGENCY PLAN

4.1 CONTINGENCY PLAN

Collector shall maintain a written "Contingency Plan" that sets forth Collector's arrangements to provide vehicles and personnel and to maintain service to the extent feasible during mechanical breakdowns, and in case of natural disaster, strikes or other emergency, including events described in Section 11.8.

ARTICLE 5 INDEMNIFICATION; INSURANCE; BONDS

5.1 INDEMNIFICATION

5.1.1 Collector shall indemnify, defend (with counsel selected by City) and hold harmless City, its Officers, agents, employees, and volunteers from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and for any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury or death arising out of Collector's or any of its Officers, agents, employees or subcontractors' performance of its obligations pursuant to this Agreement or arising from or attributable to any alleged breach of warranty of merchantability or fitness of purpose or other laws relating to product liability for Recyclables collected and processed, or Compost created, pursuant to this Agreement. Collector's obligation to indemnify, defend and hold harmless City as

stated herein above shall include, but not be limited to, paying all actual legal fees and cost incurred by legal counsel of City's choice in representing City in connection with any such claims losses lawsuits or actions. Collector's obligations under this Section shall not extend to matters caused by the gross negligence, intentional or willful misconduct, or breach of any material terms of this Agreement by the City or any of its Officers, agents, employees or volunteers. The obligations of Collector pursuant to this subsection 5.1.1 are not limited by the coverage of any insurance maintained by Collector pursuant to Section 5.2. THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.

5.1.2 (a) Collector shall indemnify, defend (with counsel selected by City) and hold harmless City, its Officers, agents, employees and volunteers from any and all claims and losses whatsoever occurring or resulting from:

(i) the repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action or inaction) concerning any hazardous substance or Hazardous Waste at any place where Collector or any of Its Officers, agents, employees or subcontractors transfers, stores, Processes, or Disposes of Solid Waste, Organic Waste or Recyclables pursuant to this Agreement, provided said place or facility is owned and/or operated by Collector or a related entity, or said claim or loss is the direct result of Collector's negligent actions; or

(ii) its activities pursuant to this Agreement result in a release of hazardous substances into the environment; or

(iii) the repair, cleanup or detoxification, or preparation and implementation of any removal; remedial, response, closure or other plan (regardless of whether undertaken due to governmental action or inaction) concerning any hazardous substance or Hazardous Waste at the Devlin Road Recycling and Transfer Facility, Keller Canyon Landfill, Compost Facility or the Material Recovery Facility, regardless of whether or not Collector transferred, stored or disposed of Solid Waste or Recyclables from within the City at said facilities, provided however, in the event that any such facility was not owned or operated by Collector or a related entity at the time of the events giving rise to the claim or loss, that said claim or loss must be the direct result of Collector's negligent actions for Collector or a related entity to have an obligation to indemnify, defend or hold City harmless; or

(iv) its activities at Devlin Road Recycling and Transfer Facility, Keller Canyon Landfill, Napa Garbage Service Compost Facility, or the Material Recovery Facility, or any other facility utilized pursuant to this Agreement, at any time before or during the Term, of this Agreement, result in a release of hazardous substances into the environment.

(b) The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, codified at 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify City. Collector's obligation to Indemnify, defend and hold harmless City as stated herein above shall include, but not be limited to, paying

all actual legal fees and cost incurred by legal counsel of City's choice in representing City in connection with any such- claims, losses, lawsuits or actions. In connection with claims, liability, lawsuits or actions arising out of the Environmental Statutes, this clause shall not restrict any rights City has against Collector, including, but not limited to, the right of contribution, pursuant to the Environmental Statutes. The obligations of Collector pursuant to this subsection 5.1.2 are not limited by the coverage of any insurance maintained by Collector pursuant to Section 5.2. THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.

5.1.3 Collector agrees to indemnify, protect, defend (with counsel reasonably acceptable to City) and hold harmless City, its Officers, agents and employees from compliance of the Act, against all fines or penalties imposed by the California Integrated Waste Management Board (CIWMB) in the event the Diversion, source reduction and Recycling goals of the Act are not met by City as a result of Collector failing to perform its obligations set forth herein, or in the event Collector's delays in providing information prevent City from submitting reports required by the Act in a timely manner. Collector further agrees to reimburse City its "pro rata share" of all costs and expenses attributable to any administrative proceedings (including but not limited to the administrative proceedings required by Public Resources Code Section 40059.1(c)(5)) or litigation relating to compliance with the Act, including reasonable attorneys' fees. For purposes of this Section, Collector's "pro rata share" shall be determined by apportioning such costs and expenses In accordance with the percentage of fault of Collector and City, as determined by the court or administrative body, or if none, as mutually agreed to by the parties. Collector's obligation to indemnify and reimburse City pursuant to this Section is limited to the extent that such fines, penalties, costs or expenses result from activities, events, or omissions occurring during the period during which Collection Services are to be provided under this Agreement. The obligations of Collector pursuant to this subsection 5.1.3 are not limited by the coverage of any insurance maintained by Collector pursuant to Section 5.2. Collector's indemnification hereunder is expressly conditioned upon: (a) implementation of the Construction and Demolition Recycling requirements of the City Code; and (b) City's good faith efforts to Implement its Source Reduction and Recycling Element, including any amendments thereto. THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.

5.2 INSURANCE

5.2.1 General.

(a) Collector shall procure and maintain for the Term of this Agreement insurance against claims for Injuries to persons, including death, or damages to property which may arise from or in connection with the performance or lack of performance of the work hereunder by Collector, its agents, representatives, employees or subcontractors. Collector shall not perform any work during any period when Collector is not covered by insurance as required in this Section. In the event Collector does any work while not covered by the insurance required by this Section, City may immediately terminate this Agreement without providing the seven-day (7) written notice required by Section 11.1.

(b) General Liability, Errors & Omissions and Pollution and/or Environmental Impairment Liability coverage should be maintained for a minimum of five (5) years after contract completion. The maintenance of claims made against any Insurance required of Collector shall not be considered a waiver by City of any other claim or liabilities it may have against Collector.

5.2.2. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001.).

(b) Insurance Services Office form number CA 0001 (Ed. 1/78), covering Automobile Liability, code 1 (any auto) and endorsement CA 0025 (mobile equipment, pollution, contractual liability). The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.

(c) Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance.

(d) Errors & Omissions and Pollution and/or Environmental Impairment Liability.

5.2.3. Minimum Limits of Insurance. Collector shall maintain limits no less than:

(a) General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employer’s Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily Injury or disease, \$1,000,000 each employee bodily injury by disease.

(d) Errors & Omissions and Pollution and/or Environmental Impairment Liability: \$3,000,000 each occurrence/\$10,000,000 policy aggregate covering liability arising from the release of waste

materials and/or: irritants, contaminants or pollutants. Collector shall ensure that such coverage shall, if commercially available, without Involvement of City, automatically broaden in its form of coverage to include legislated changes in the definition of waste materials and/or irritants, contaminants or pollutants. The policy shall stipulate this Insurance is primary and no other insurance carried by City will be called upon to contribute to a loss suffered by Collector hereunder and waive subrogation against City and other additional insureds.

5.2.4 Deductible and Self-Insured Retentions. Any deductibles, self-insured retentions or self-insurance programs must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self insured retentions as respects to City, its Officers, officials, employees and volunteers; or Collector shall provide evidence satisfactory to the City Manager guaranteeing payment of losses and related investigations, claim administration and defense expenses. Notwithstanding the foregoing, City may elect not to accept any deductibles or self-insured retentions offered by Collector.

5.2.5 Other Insurance Provisions.

(a) All Coverages. Each insurance policy required by this Section 5.2 shall be occurrence-based or an alternate form as approved by the City Manager, and shall contain, or be endorsed to contain, the following provisions:

(i) City, its elected or appointed officials, employees and volunteers are to be covered as additional on the general liability and automobile liability policies.

(ii) Collector's insurance coverage shall be primary insurance as respects to City, its Officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its Officers, officials, employees, agents or volunteers shall be excess of Collector's insurance and shall not contribute with it.

(iii) Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

(iv) Collector's Insurance shall apply separately to each insured against whom claim is made or suit is brought, except for the limits of the insurer's liability.

(b) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its Officers, officials, employees and volunteers for losses arising from work performed by Collector for City.

5.2.6 Acceptability of Insurers. Insurance is to be placed with Insurers with a current A.M. Best's rating of no less than A:VII if admitted. If Pollution and/or Environmental Impairment and/or Errors and Omissions coverages are not available from an "Admitted" Insurer, a non-admitted insurance company may write the coverage, with City's permission. A non-admitted company should have an A.M. Best's rating of A: X or higher.

5.2.7 Verification of Coverage. Collector shall furnish City with endorsements effecting coverage required by this Section. The endorsements are to be signed by a person authorized by

that insurer to bin coverage on its behalf. The Collector's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. All endorsements are to be received and approved by the City Manager before work commences.

5.2.8 Subcontractors. Collector shall include all subcontractors as Insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2.9 Other Provisions. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its Officers, officials, agents, employees and volunteers.

ARTICLE 6

COMPENSATION AND RATES

6.1 RATES

The Rates contained in Exhibit B (Schedule of Approved Rates), as they may be adjusted from time to time in accordance with this Agreement provide the compensation to Collector for services pursuant to this Agreement. The Rates are set by Collector and approved by City. The Rates contained in the Schedule of Approved Rates become effective January 1, 2024 (and each January 1 thereafter) irrespective of whether or not the services required by this Agreement are implemented and fully operational on or before that date.

6.2 ANNUAL ADJUSTMENT OF RATES

6.2.1 Commencing on January 1, 2017 and on each January 1 thereafter (the "Adjustment Date"), the Rates set forth in the Schedule of Approved Rates, as adjusted hereunder, shall be automatically adjusted by an amount equal to the percentage increase in the Consumer Price Index for the 12-month period ending in August, multiplied by the then-current rate for each service. At least thirty (30) days prior to the Adjustment Date, Collector shall notify City of the CPI adjustment to take effect on the Adjustment Date and shall provide City with its computations therefore.

6.3 SPECIAL RATE REVIEW

6.3.1 Collector is entitled to apply to City for a "Special Rate Review", or City may initiate such a review, upon the occurrence of any events set forth in subsection 6.3.2. However, Collector shall seek no more than a single annual adjustment to become effective at the time of the CPI adjustment described in Section 6.2. Collector must submit its request for a Special Rate Review and complete cost and operational data in a form and manner specified by the City no later than July 1 of the year prior to the proposed effective date of any rate adjustment.

6.3.2 Collector is entitled to apply to City for a Special Rate Review, or City may initiate such a review, should one or more of the following occur, and for no other reason whatsoever:

(a) Any Change in Law that was not reasonably known to Collector before the Commencement Date, that Collector substantiates would result in an increase in Collector's cost of providing Collection Services to City. For clarity, Collector's costs include without limitation, Collector's pro rata share of the costs of operating the facility located at 2021 Broadway Street, Vallejo, CA or any other facility where vehicles used for the collection or transport of City Solid Waste, Recyclables or Organic Waste are stored.

(b) Pursuant to Section 3.21, City mandates changes to operations or modifications of services, new services, *or pursuant to Section 3.10, the addition of City Facilities by City that increase costs to Collector.*

(c) Changes in the Franchise Fee.

(d) Changes in the 'Tipping Fee' at the Devlin Road Recycling and Transfer Station, or other fees paid by Collector to non-affiliate third parties for the disposal or processing of Solid Waste, Recyclables or Green Waste only to the extent that the percentage change in the 'Tipping Fee' exceeds the percentage change in CPI from August 2023 through the August nearest the date the Special Rate Adjustment is requested.

(e) Floods, earthquakes, war, civil unrest or other natural calamities outside of Collector's control and having a significant ongoing impact on its cost of doing business in American Canyon.

6.3.3 With regard to the occurrences described in (c) or (d), Collector shall be entitled to pass through the increased costs by an equal adjustment in its rates. With regard all other occurrences, Collector must request a Special Rate Review. Should Collector request a Special Rate Review, City shall have the right to review any or all costs associated with Collector's services under this Agreement. In the event either party requests a modification of a Collection Service or other service provided pursuant to this Agreement, or additional services not currently included within this Agreement, Collector shall furnish City with complete, current and projected operating and other cost data for the modified or additional service. City reserves the right to require that Collector supply any additional cost data or other information it may reasonably need to ascertain the appropriate Rate. City further reserves the right to employ qualified independent consulting services to review data submitted by Collector. For Collector-initiated proposals for service modifications or additional services, Collector shall defray all City costs, including but not limited to City consultant and attorney expenses relating to the review.

6.3.4 With regard to rate increases based on occurrences set forth in Section 6.3.2(a), (b) or (e), Collector shall bear the burden of justifying by Substantial Evidence any entitlement to a rate increase under this Section. If Collector meets its burden, Collector shall be entitled to a Rate increase in an amount sufficient to cover the reasonable increased costs (or decreased revenues) resulting from such occurrences. In the event the City elects to employ a consultant for the purpose

of review, reimbursement for associated review costs will not be included in any rate increase approved by the Council. The Council's decision shall be final for purposes of Collector's exercise of remedies under Section 6.4. In the event that the Council for any reason fails to timely approve, in full, any adjustment requested by Contractor pursuant to this Agreement, Collector shall have the right, within thirty (30) days after any such occurrence to request in writing that the City negotiate in good faith regarding reductions in programs, services, or fees under this Agreement to eliminate any adverse financial impact on Collector caused by such failure. If the City fails to commence negotiations in good faith within fifteen (15) days of Collector's request, or good faith negotiations are not completed to the satisfaction of Collector within forty-five (45) days of Collector's request, Collector may terminate this Agreement upon six (6) months written notice to City. To be considered timely, rate adjustments must be approved, valid, and in effect by January 1 (i.e. the first day of the rate year in question).

6.4 NOTICE OF RATE INCREASES

Collector shall provide all Subscribers for whom Collector performs billing services with advance written notice of Rate increases, in the form of a bill insert at least thirty (30) days prior to the effective date of such increases. No rate increase is effective unless this notice is properly given.

ARTICLE 7

BILLING, COLLECTION AND REMITTANCE; FRANCHISE FEE

7.1 CUSTOMER BILLING

7.1.1 Collector shall bill all customers for all services, whether regular or special. Collector shall provide itemized bills, showing charges for all classifications of services, including the charges for late payment, service fees, rentals, rebates, etc. Billings shall be made monthly in arrears for all services to Residential or Commercial/Industrial customers.

Collector shall not charge: (a) any amount in excess of the approved Rates for any services required or permitted to be performed by the terms of this Agreement; or (b) any amount for any services required or permitted to be performed by the terms of this Agreement for which a Rate is not listed on the Schedule of Approved Rates. The approved Rates are those set forth in the Schedule of Approved Rates, as such schedule may be revised pursuant to the procedures set forth in Article 6.

7.1.2 Collector may levy Special Charges at the Rates provided in the Schedule of Approved Rates. Special Charges shall not be levied without prior notification to the Subscriber.

7.1.3 Collector may not bill for:

- (a) Residential Premises cart exchanges specified in Section 3.4.2(a) as being free;

- (b) Additional Recycling containers to Residential Premises pursuant to Section 3.4.2(b);
3.5;
- (c) The free wheel-out service for eligible Subscribers specified in Section
- (d) The curbside bulky waste program services specified in Section 3.6 (including Freon removal);
- (e) The Holiday tree collection specified in Section 3.7;
- (f) The Household Hazardous Waste program services specified in Section 3.8;
- (g) The collection of Recyclables or Organic Waste from
Commercial/Industrial Premises;
- (h) The public education services specified in Section 3.15;
- (i) Or any other service which is described in this Agreement as being for no extra compensation to Collector.

7.2 DELINQUENT ACCOUNTS

7.2.1 Collector shall make diligent, good faith efforts to collect delinquent payments from Subscribers. Collector shall reconcile payments made by Subscribers to amounts billed to such Subscribers. City is not in any way responsible to assist Collector in collecting delinquent accounts, or in any way responsible to compensate Collector for revenues lost due to delinquent accounts.

7.2.2 Collector may discontinue service as follows: persons who have not remitted required payments within thirty (30) days after the date of billing shall be notified in writing that services may be discontinued fifteen (15) days from the date of notice if payment is not made before that time. Collector may discontinue service in accordance with such written notice.

7.3 FRANCHISE FEE

7.3.1 In consideration of the rights granted Collector in this Agreement, Collector shall pay to City a Franchise Fee of eight and two-tenths percent (8.2% of the total Gross Rate Revenues for those fees and charges collected for Solid Waste, collection services, including any late fees or special charges. Sale of recyclables or interest will not be part of the Franchise Fee calculation. Payment shall be made monthly, based upon the actual receipts from the prior month. Payment shall be received no later than the last day of the following month. For example, payment for January's receipts shall be due no later than the last day of February.

7.3.2 Collector shall also pay to City, as part of the Franchise Fee, eight and two-tenths percent (8.2%) of Collector's gross receipts from the collection of Construction and Demolition Waste, or such different amount as the City Council shall establish for all collectors of Construction and Demolition Waste. Collector shall remit the Franchise Fee as part of the Monthly Remittance specified in Section 7.4.

7.3.3 City reserves the right to increase the Franchise Fee at any time during the Term. Nothing herein shall excuse Collector from paying City business license fees and other permits required to be paid pursuant to City, State or Federal Law.

7.4 COLLECTOR BILLING STATEMENT AND REMITTANCE

7.4.1 Collector shall prepare and provide to City a monthly statement and a Monthly Remittance by the last day following each month of Collection Service. The monthly statement, which shall be in the form determined by the City Manager, shall set forth the basis and calculations used for computing the amount due, in the following format:

+ Gross Rate Revenues received by Collector for the current billing period (including number of accounts in each Rate class, and total number for each type of special charge and late fees)

+ Revenue collected during the previous service period from collection of Construction and Demolition Waste

x eight and two-tenths percent (8.2%) = Franchise Fee

Collector then calculates Monthly Remittance due to City as follows: Franchise Fee payment

+ unpaid liquidated damages assessed by City against Collector

= Monthly Remittance to City

7.4.2 Collector shall provide a brief summary of the number and duration of delinquent accounts by Subscriber class with each Monthly Remittance submitted to City pursuant to this Section 7.4.

7.5 DISPUTES REGARDING REMITTANCES

7.5.1 No acceptance of any payment by City shall be construed as an accord that the amount is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim City may have against Collector for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recomputation by City. If, after audit, such recomputation indicates a Franchise Fee underpayment, Collector shall pay to City the amount of the underpayment within ten days of receipt of written notice from City that such is the case. In addition, Collector shall pay interest on any underpayment at the highest rate allowed by law. Such interest shall commence accruing on the date the underpayment would have originally been due. If, after audit, such recomputation indicates a Franchise Fee underpayment of more than two and one half percent (2.5%), Collector shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and recomputation, within ten days of receipt of written notice from City that such is the case.

If, after audit, such recomputation indicates a Franchise Fee overpayment, City shall notify Collector in writing of the amount of the overpayment, less costs and expenses incurred in connection with the audit and recomputation. Collector may offset the payment or payments (as appropriate) next due following receipt of such notice by the amount specified therein. In case of dispute between City and Collector regarding any amounts due, Collector shall pay the amount

claimed by City as due and notify City in writing at the time of payment as to any portion that is paid under protest, specifying the basis of its claim of overpayment:

7.5.2 If either party disputes any amount remitted pursuant to this Article, the disputing party shall provide the other party with a written objection within fifteen (15) days of receipt of the remittance, indicating the reasons for the disputing party's objection to or disagreement with such amount. If the parties are not able to resolve such dispute within thirty (30) days after the disputing party's objection, either party may pursue further legal action pursuant to Section 11.5. Nothing contained in this Section shall limit City or any authorized officer of City or any other governmental agency from raising a further objection to any amount billed by Collector as a result of an audit conducted pursuant to Section 8.3.

ARTICLE 8

FINANCIAL RECORD KEEPING AND REPORTING REQUIREMENTS

8.1 ACCOUNTING AND RECORDS

Collector shall maintain in Its office full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, disposal, and processing transactions for City, prepared on a cash basis, and otherwise in accordance with generally accepted accounting principles. Such records shall be subject to audit and inspection. The Gross Rate Revenues derived from the provision of Collection Services, whether such services are performed by Collector or by a subcontractor or subcontractors, shall be recorded as revenues in the accounts of Collector. Collector shall maintain and preserve all cash, billing, disposal, and Processing records for a period of not less than three (3) years following the close of each of Collector's fiscal years

8.2 RIGHT TO INSPECT RECORDS

City and its authorized Officers, agents or employees, shall, during normal business hours and upon the provision of reasonable advance notice, have the right to review and inspect Collector's records and enter Collector's premises for the purposes of such review. City shall have the right to inspect or review disposal fee charges, compliance with service classifications, income tax returns, payroll tax reports, route maps, subscriber lists, specific documents or records required pursuant to this Agreement, or any other similar records or reports of Collector that the City Manager shall deem, in his or her sole discretion, necessary to evaluate financial data or reports.

8.3 ANNUAL AUDIT OF BILLINGS

If warranted by City's review of the financial records prepared by Collector, City may, in its sole discretion, retain an independent certified public accountant to conduct an independent audit of billings of Subscriber accounts. The independent audit shall be conducted to determine and verify that each Subscriber is receiving the level of service for which they are billed by examining a statistically significant sample of Subscribers. Collector shall cooperate fully with City and its agents in the performance of the Independent audit, including providing full and timely access to

all required records, data and other information. Collector shall bear the reasonable cost of such an independent audit.

ARTICLE 9

OTHER RECORD KEEPING AND REPORTING REQUIREMENTS

9.1 RECORD KEEPING

9.1.1 Collector shall maintain in its office records of the quantities of (i) Solid Waste collected and disposed under the terms of this Agreement, (ii) Recyclables, by type, collected, purchased, processed, sold, donated or give for no compensation, and residue disposed, and (iii) Organic Waste collected, received, purchased, processed, sold, donated or given for no compensation, and Residue disposed. The records shall be subject to the inspection provisions provided in Section 10.1.

9.1.2 Collector shall maintain an auditable journal recording each instance that Solid Waste, Organic Waste or Recyclables are not collected in compliance with the terms of this Agreement or applicable ordinance or regulation. The journal shall include the reason for non-collection, including but not limited to instances of Hazardous Waste found in the Solid Waste, Organic Waste or Recyclables. The journal shall be subject to the inspection provisions provided in Section 10.1.

9.1.3 Collector's refusal or failure to file (after written notice requesting Collector to do so) any of the reports required, or to provide required information to City, or the inclusion of any false or misleading statement or representation by Collector in such report, shall be deemed a material breach of this Agreement, and shall subject Collector to all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

9.1.4 All reports and records required under this or any other Article shall be furnished at the sole expense of Collector.

9.2 MONTHLY DOCUMENTS

Collector shall compile and keep the following documents by month, and shall deliver the documents to the City Manager within ten (10) days of a request by the City Manager:

(a) copies of disposal facility weight tickets/invoices which indicate the net amount of all Solid Waste disposed during the reporting month, typical fees paid, and where the waste was disposed of, by route; and

(b) copies of facility weight tickets/invoices, which indicate the net amount of all Recyclables and Organic Waste diverted from disposal facilities during the reporting month, typical fees paid, and where the Recyclables and Organic Waste were delivered, by route.

9.3 QUARTERLY REPORTING

Collector shall compile and keep the following information for each month during the quarter and shall deliver a written report thereon, signed by an officer of Collector, to the City Manager on a quarterly basis. Quarterly reports shall be submitted no later than the 25th of the month immediately following the end of the quarter. The first quarterly report shall be due on or before April 25, 2024, and shall include information for the first quarter of 2024. Quarterly reports shall be submitted in hard copy, and shall also be provided electronically in a format and using software acceptable to City.

(a) Solid Waste Data. The number of tons collected by Collector pursuant to this Agreement and delivered to the Designated Disposal Site.

(b) Recycling Data. The number of gross tons collected by material type for Residential Premises, Commercial/Industrial Premises, and for facilities receiving free service; quarterly totals of Recyclables processed and sold, average price received per Ton and total Recycling Revenue received for the quarter by material type (and grade where appropriate); any quantities, by material type, donated or otherwise disbursed without compensation; number of Recyclables Containers distributed by size and Subscriber type; quantities, by material type, collected at Collector operated buy-back and drop-off Recycling operations used by American Canyon residents; and quarterly totals and location for Residue disposed.

(c) Organic Waste Data. The number of gross tons collected for Residential Premises, Commercial/Industrial Premises, and for facilities receiving free service..

(d) Customer Service Data. The number of praises, compliments, and problems encountered with collection and processing activities; type and number of non-collection notices left at Subscribers locations.

(e) Diversion Rate. Collector shall provide documentation acceptable to City stating and supporting the calendar quarter's diversion rate.

(f) Public Education and Information Activities. Collector shall report on all public education and information activities planned for the upcoming period, including distribution of bill inserts, collection notification tags, community information and events, school visits, tours and other activities related to the provision of services under this Agreement.

(g) AB 341 and 1826 Compliance Data. Collector shall report the total number of Commercial/Industrial Premises serviced and identify whether they are compliant.

9.4 ANNUAL REPORTING

Annual reports shall be submitted no later than March 1st for the previous calendar year with the first annual report due on or before March 1, 2024. Annual reports shall be submitted in hard copy, and shall also be provided electronically in a format and using software acceptable to City. The

annual report shall summarize the numerical information contained in the quarterly reports. In addition, the annual reports shall include:

- (a) A summary of the prior year's monthly Franchise Fee payments.
- (b) Account data including the number of accounts, account names and addresses of collection locations per each service category.
- (c) An annual summary of Solid Waste Data. The number of tons collected by Collector pursuant to this Agreement and delivered to the Designated Disposal Site.
- (d) An annual summary of Recycling Data. The number of gross tons collected by material type for Residential Premises, Commercial/Industrial Premises, and for facilities receiving free service; quarterly totals of Recyclables processed and sold, average price received per Ton and total Recycling Revenue received for the quarter by material type (and grade where appropriate); any quantities, by material type, donated or otherwise disbursed without compensation; number of Recyclables Containers distributed by size and Subscriber type; quantities, by material type, collected at Collector operated buy-back and drop-off Recycling operations used by American Canyon residents; and quarterly totals and location for Residue disposed.
- (e) An annual summary of Organic Waste Data. The number of gross tons collected for Residential Premises, Commercial/Industrial Premises, and for facilities receiving free service.
- (f) An annual summary of Customer Service Data. The number of praises, compliments, and problems encountered with collection and processing activities; type and number of non-collection notices left at Subscribers locations.
- (g) An annual summary of Diversion Rate. Collector shall provide documentation acceptable to City stating and supporting the annual diversion rate.
- (h) AB 341 and 1826 Compliance Data. Collector shall report the total number of Commercial/Industrial Premises serviced and identify whether they are compliant.

9.5 ADVERSE INFORMATION

9.5.1 Collector shall provide City two (2) copies of all reports or other material relating to this Agreement or the Collection Services which contains information that might be adverse to Collector, City, one or more Subscribers, or the performance of this Agreement, that are submitted by Collector to the United States Environmental Protection Agency (EPA), the California Integrated Waste Management Board (CIWMB), or any other federal, State, or local agency. Copies shall be submitted to City simultaneously with Collector's filing of such matter with those agencies. Collector's routine correspondence to those agencies need not be automatically submitted to City, but shall be made available to City upon written request.

9.5.2 Collector shall submit to City copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by Collector to, as well as copies of all

decisions, correspondence and actions by, any federal State and local courts, regulatory agencies and other government bodies relating specifically to Collector's performance of services pursuant to this Agreement. Any confidential data exempt from public disclosure under the California Public Records Act shall be retained in confidence by City and its authorized agents and shall not be made available for public inspection unless otherwise ordered by a court of law.

9.6 ADDITIONAL REPORTING

9.6.1 Collector shall furnish City with any additional reports as may reasonably be required that sets forth all information required by City including, but not limited to, any Recycling, Organic Waste, or Household Hazardous Waste activities. These reports shall be prepared and submitted in the form specified by the City. Collector shall bear the cost of such additional reporting.

9.6.2 When placing debris boxes for customers in the public right- of-way (for example, on city streets), Collector shall ensure that the box is placed in a location that does not interfere with traffic, line of sight, or otherwise present a potential hazard. If the City determines placement of the box represents a potential hazard and notifies Collector of such, Collector will remove or relocate the box within one business day.

9.7 OTHER RELATED REQUIREMENTS

9.7.1 Waste Characterization Studies. Collector shall cooperate with and assist City in the performance, if and as needed, of periodic waste characterization studies.

9.7.2 Collection Monitoring. Collector shall monitor Its collection of Recyclables and Organic Waste to identify occurrences of, and to prevent, contamination of Recyclables and Green Waste. Collector shall allow a person designated by the City Manager to ride with Collector's collection vehicles on any route or routes. The City Manager will inform Collector at least one (1) week in advance of the date of route monitoring.

9.8 MODIFICATION OF REPORTING REQUIREMENTS

The reporting requirements set forth in this Article 9 may be modified, either in regards to the type of information collected or the frequency of reporting it to the City, upon request by Collector and with the written approval of the City Manager.

ARTICLE 10

INSPECTION, REVIEW, AND AUDIT OF FACILITIES AND OPERATIONS; CONFIDENTIALITY

10.1 INSPECTION BY CITY

The City Manager shall have the right on reasonable notice to observe and review Collector's operations equipment, and to enter Collector's premises for the purposes of such observations and review at any time without prior notification.

10.2 PERIODIC REVIEW

City will periodically review the performance of Collector based on Subscriber complaints, timely payment of sums due, statistical reporting, program progress, etc. This review will be conveyed to the Council, and Collector may review the report and submit its own statement.

10.3 CONFIDENTIALITY

City shall treat all information disclosed or made available for inspection by Collector under this Agreement that affects the competitive position of Collector or is otherwise considered a trade secret or proprietary as confidential information to the extent permitted by law. By way of example but not in limitation, the following types of information shall be confidential to the extent permitted by law: (1) how Collector routes its vehicles in order to provide collection services within the City; (2) the provisions of contracts with customers for collection services; (3) the Collector's consolidated audited financial statements or the audited financial statements of Collector's affiliates that are not provided in support of a rate adjustment; and (4) individual wages, salaries, bonuses and benefits. City shall not use such confidential information for any reason or in any manner other than as contemplated under the rate review provisions of this Agreement. City shall not disclose such confidential information to any third party except on a "need-to-know" basis and then only after receiving the prior written approval of the Collector and a confidentiality agreement from the third party similar hereto. Notwithstanding the foregoing, in the event City receives any requests for disclosure of Collector's information under applicable state public records disclosure law, City shall notify Collector in writing of such request after consideration of the public interest in disclosure of the requested information. The Collector shall respond in writing within ten (10) days of the City's notice whether the requested information should be released or defended as exempt from disclosure under such law. If Collector elects to defend the exemption of the requested information from public disclosure, City shall not release or disclose such information and Collector shall assume all responsibilities for such defense.

ARTICLE 11 BREACH AND TERMINATION

11.1 DEFAULT; NOTICE

11.1.1 All terms and specifications of this Agreement are material and binding, and failure to perform any portion of the work described herein shall be considered a breach of this Agreement.

Subject to the extensions of time set forth in Section 11.8, and to the notice provisions of subsection 11.1.2, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence during the cure period.

11.1.2 Neither party may exercise any rights or remedies upon a default by the other party, unless and until such default continues for a period of seven (7) days after written notice thereof from the non-defaulting party. If the nature of the default is such that more than seven (7) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the seven (7) day period and thereafter diligently prosecutes such cure to completion within thirty (30) days after receipt of written notice thereof, or for such longer period as mutually agreed upon between Collector and City in the event the default cannot reasonably be cured within thirty (30) days. No such additional time to cure shall be allowed for failure to pay any amount due to City under this Agreement, or if the nature of the default is such that the health, welfare, or safety of the public is endangered as determined by the City Manager. The notice of default shall specify the default complained of by the injured party. In the event of any conflict between the cure periods set forth in this subsection 11.1.2 and any shorter cure periods set forth in an applicable Section of this Agreement, the longer period shall control.

11.1.3 Delay in giving a notice of default shall not constitute a waiver of any default nor shall it change the time of default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, nor deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

11.2 NOTICE BY CITY; RESPONSE; RESOLUTION; APPEAL

11.2.1 Notice: Response. If the City Manager determines that Collector's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the Act (including, but not limited to requirements for Diversion, source reduction and Recycling as to the waste stream subject to this Agreement), or any other Applicable Law, including but not limited to, the laws governing transfer, storage or disposal of Solid Waste or Hazardous Waste, the City Manager may advise Collector in writing of such suspected default in accordance with subsection 11.1.2, specifying the default in reasonable detail (the "Notice of Default"), and including the time within which Collector is to cure the default and respond, in accordance with subsection 11.1.2. Collector may request additional time to cure the default; City shall not unreasonably deny any such request.

11.2.2 Review by City Manager: Notice of Appeal.

(a) The City Manager shall review any written response from Collector and decide the matter or refer the matter to the City Council for consideration pursuant to this Section. If the City Manager's decision is adverse to Collector, the City Manager may order remedial actions to cure any deficiencies, or invoke any other remedy in accordance with this Agreement and, in the event the City Manager determines that there has been a material breach and that termination is the

appropriate remedy, terminate this Agreement. The City Manager shall promptly inform Collector of the City Manager's decision. In the event the decision is adverse to Collector, the City Manager shall inform Collector, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of this Agreement or other laws, for the City Manager's decision and any remedial action taken or ordered. An adverse decision by the City Manager shall be final (for purposes of the City's determination of a breach) unless Collector files a "Notice of Appeal" with the City Clerk (with copies to the City Manager and City Attorney) within seven (7) days of receipt of the notification of the adverse decision by the City Manager.

(b) In any "Notice of Appeal" to the City Council, Collector shall state all of its factual and legal contentions, citing provisions of this Agreement or other laws to support its contentions. Within twenty-one (21) days of the filing of the Notice of Appeal with the City Clerk, Collector shall deliver to the City Clerk three (3) copies of all relevant affidavits, documents, photographs and videotapes that Collector may choose to submit.

11.2.3 City Council Hearing. If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Collector, the City Clerk shall set the matter for hearing before the City Council. The City Clerk shall give Collector thirty (30) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the administrative record, including the following:

- (a) A staff report by the City Manager, summarizing the proceedings to date and outlining the City Council's options;
- (b) The City Manager's written Notice of Default;
- (c) Collector's response to the Notice of Default;
- (d) The City Manager's written notification to Collector of adverse Decision;
- (e) Collector's Notice of Appeal to the City Clerk; and
- (f) Any evidence submitted by Collector pursuant to paragraph (b) of subsection 11.2.2.

No new legal issues may be raised, or new evidence submitted by Collector at this or at any further point in the proceedings, absent a showing of good cause. Collector's representatives and other interested persons shall be provided a reasonable opportunity to be heard.

11.2.4 City Council Determination. Based on the administrative record, the City Council shall determine by resolution, supported by written findings, whether the decision or order of the City Manager should be upheld. A tie vote of the City Council shall be regarded as upholding the decision of the City Manager. If, based upon the administrative record, the City Council determines that the performance of Collector is in breach of any provision of the Agreement or of any applicable federal, State or local statute or regulation, the City Council, in the exercise of its discretion, may order Collector to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement, including but not limited to termination. The decision

or order of the City Council shall be final, and it shall be deemed that Collector has exhausted all administrative remedies and Collector's sole remedy against City is to file a petition for writ of mandate pursuant to Code of Civil Procedure Section 1094.5.

11.2.5 Continued Performance Collector. Collector's performance under this Agreement is not excused during the period of time prior to a final determination as to whether or not Collector's performance is in material breach of this Agreement, of the time set by City for Collector to discontinue a portion or all of Its services pursuant to this Agreement.

11.3 TERMINATION FOR CAUSE

11.3.1 City reserves the right to terminate this Agreement in the event that Collector fails to cure any default within the applicable cure periods, including but not limited to the following:

- (a) If Collector violates any material provision of any Applicable Law;
- (b) if Collector fails to maintain the insurance required by Section 5.2, or fails to maintain one or both of the bonds required by Sections 5.3 and 5.4, or fails to pay to City any monies due City pursuant to this Agreement. and fails to remedy such default within fifteen (15) business days after written notice thereof from City;
- (c) If there is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of Collector, including without limit its vehicles, maintenance or office facilities, or any part thereof of such proportion as to impair Collector's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and Holidays;
- (d) if Collector fails to provide reasonable assurances of performance as required under Section 11.9;
- (e) if Collector fails to notify City in a timely manner of any receipt of notice of violation or official communication from those regulatory agencies regulating Solid Waste, Recyclables, and Organic Waste collection, transportation, processing or disposal activities, or street sweeping activities;
- (f) if Collector violates any orders or filings of any regulatory body having jurisdiction over Collector relative to this Agreement, provided that Collector may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Collector is entered;
- (g) if Collector ceases to provide collection service as required . under this Agreement over all or a substantial portion of the area within the City, for a period of two (2) days or more, for any reason within the control of Collector, including but not limited to labor disputes;
- (h) if Collector fails to make any payment required under this Agreement and/or refuses to provide City with required information, reports, and/or records in a timely manner as provided for in this Agreement;

11.3.2 Notwithstanding Section 11.1, City reserves the right to terminate this Agreement. without the need to provide Collector an opportunity to cure, in the event of any of the following:

- (a) if Collector practices, or attempts to practice, any fraud or deceit upon City, or practiced any fraud or deceit or made any misrepresentations in the negotiations which preceded the execution of this Agreement
- (b) if Collector has received three (3) or more written Notices of Default in any twelve (12) month period, irrespective of whether or not the act or omission set forth in the notice was corrected or remedied within the time set forth in the notice, but excluding notices where, after investigation, the City Manager or City Council has determined that no default occurred.

11.4 LIQUIDATED DAMAGES

11.4.1 All time limits and acts required to be done by this Agreement are essential elements of this Agreement. Should Collector fail to perform or complete the work required to be done at the time set forth in this Agreement, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the default in performance will be extremely difficult and Impractical to fix. City finds, and Collector agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by City as a result of a material breach by Collector 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 services or denied quality or reliable service;
- (b) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity, which are incapable of measurement in precise monetary terms:
- (c) services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services 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 which make the public whole for past breaches.

11.4.2 In the event that Collector fails to perform Collection Services hereunder for any reason, including termination of the contract, such that there is a complete or near complete cessation in Collection Services, the City Council may, in its discretion, assess liquidated damages not to exceed the sum of Five Thousand Dollars (\$5,000.00) per day, for each calendar day that service is not provided by Collector in accordance with this Agreement. The liquidated damages schedule set forth in Section 11.4.4 shall not apply in the event of such a complete or near complete cessation of services. An exception may be made in the event of a natural calamity, such as floods or

earthquakes that are beyond the control of collector. However, in making this exception, Council will consider the impacts of Collector's Contingency Plan, as set forth in Section 4.2.

11.4.3 The City Manager may impose the following liquidated damages upon Collector, in addition to any other available remedies City may have.

Occurrence	Amount per Occurrence
For each failure to commence service to a Subscriber account within ten (10) days after request	\$25
For each failure to collect Solid Waste, Organic Waste, or Recyclables which have been properly set out for collection, from an established Subscriber account on the scheduled collection day, if Collector has not returned within the time periods set forth in 3.19.3	\$25
For each occurrence of excessive noise (as measured by a decibel meter)	\$25
For each occurrence of verified discourteous behavior	\$25
For each failure to immediately clean up material spilled by Collector from Solid Waste, Recycling or Organic Waste Containers. However, in verifying this occurrence, consideration will be given to documented incidences of the Subscriber having insufficient service.	\$25
For each occurrence of collecting Solid Waste, Recyclables or Organic Waste during unauthorized hours, particularly before the normal hours. Exceptions shall be considered in the event of an unanticipated emergency or if the after hours collection is to accommodate a skipped or missed collection.	\$25
For each failure to respond to a validated Subscriber complaint within the applicable time period.	\$50
For each failure to have collection workers dressed in suitable and acceptable uniform clothing and badge or other method of identification (per employee per day).	\$25
For each failure to remedy a complaint which is found to be justified by the City Manager within two (2) business days after notification by the City Manager (per day)	\$100
For each failure to maintain any collection vehicle in accordance with the specifications in this Agreement after twenty-four (24) hours notification by the City Manager (per vehicle per day used in performance of this Agreement)	\$50

For each failure to notify the City Manager of any material condition that could lead to a breach or termination of the contract, as set forth in subsection 9.5 or this Article 11 (each day)	\$100
For each business day a report is late (any report shall be considered late until such time the City receives a materially correct and complete report)	\$25

11.4.4 Commencing January 1, 2024, and each January 1 thereafter, the amounts set forth in subsections 11.4.2 and 11.4.4 shall automatically increase by the percentage increase in the Consumer Price Index for the preceding twelve (12) month period, and rounded to the nearest whole dollar.

11.4.5 City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative, by Collector's reports, or by investigation of Subscriber or resident complaints. The actual cost of investigation by the City Manager of any failure or violation may be assessed in addition to the above schedule of liquidated damages, computed at the then current rate per hour of staff time plus any direct costs. If City equipment is used to pick up misses or respond to complaints, all direct costs plus staff time (including overhead) shall be charged to Collector.

11.4.6 City finds, and Collector acknowledges and agrees, that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances. These liquidated damages sums shall be applicable to each calendar day of delay during which Collector has been found by the City Manager to be in breach of this Agreement. If the City Manager assesses such liquidated damages, the City Manager shall so notify Collector in writing and send a copy of the notice to the City Finance Director. Collector shall have the right to appeal the City Manager's determination pursuant to the procedures set forth in Section 11.2 for appeal of a decision of the City Manager regarding a notice of default. Any such appeal must be made within ten (10) days after the City Manager has notified Collector of his/her determination to levy liquidated damages. The decision of the City Council shall be final and binding.

11.5 INSTITUTION OF LEGAL ACTIONS

In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement, including but not limited to injunctive relief, except that there shall be no right to terminate this Agreement except as set forth in Sections 2.4 and 11.3 of this Agreement. Both parties recognize and agree that in the event of a breach under the terms of this Agreement by Collector, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Agreement and to enjoin the breach thereof. Should City institute any action for damages, however, any such claim for damages shall be offset by the amount of liquidated damages assessed pursuant to Section 11.4 and paid to City by Collector, to the extent such liquidated damages apply to the matter for which the action was filed.

11.6 CUMULATIVE RIGHTS

City's rights to terminate this Agreement or to impose liquidated damages are in addition to any other rights of City upon a failure of Collector to perform its obligations under this Agreement.

11.7 EXTENSION OF TIME OF PERFORMANCE

Notwithstanding any other provision of this Agreement, the City Manager, in his or her sole discretion, may authorize the extension of any of the time periods set forth in this Agreement, for a period not to exceed sixty (60) days. No such extension shall be valid unless in writing and signed by the City Manager.

11.8 EXTENSION OF TIME OF PERFORMANCE DUE TO ENFORCED DELAY

11.8.1 In addition to specific provisions of the Agreement, performance by any party hereunder shall not be deemed to be in default, in the event they are prevented from so performing by reason of floods, earthquakes, tsunamis, other "Acts of God", war, civil insurrection, riots, and other similar catastrophic events that are beyond the control of and not the fault of the party claiming excuse from performance hereunder, which such party could not have avoided by exercising due diligence and care and regarding which such party shall use all reasonable efforts that are practically available to it in order to correct such condition.

11.8.2 None of the following are to be considered an excuse from performance, and Collector shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events: (a) general economic conditions, interest or inflation rates, or currency fluctuation or changes in the cost of fuel, commodities, supplies or equipment; (b) changes in the financial condition of Collector or any of its subcontractors affecting their ability to perform their obligations; (c) the consequences of errors, neglect or omissions by Collector, or any subcontractor; (d) failure of any subcontractor or supplier to furnish labor, materials, service or equipment; (e) equipment failure; (f) changes in market prices for, or the unavailability of markets for, the sale or purchase of Recyclables; (g) the availability of any disposal site or Processing facility; (h) labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by Collectors employees or directed at Collector, or a subcontractor. In the case of labor unrest or job action directed at a third party over whom Collector has no control, however, 'the inability of Collector to make collections due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of Collectors employees while making collections or to make reasonable accommodations regarding Container placement and point of delivery, time of collection: or other operating circumstances to minimize any confrontation with pickets or the number of persons necessary to make collections, shall to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Collector's cooperation in making collection at different times and in different locations.

11.8.3 Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of time reasonable in light of the enforced delay. The extension of time shall commence to run from the time of the commencement of the cause, so long as the party claiming the extension has notified the other party in writing of the nature of the matter

constituting the enforced delay within two (2) days after such party has notice of such cause, giving the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section 11.8.

11.8.4 The partial or complete interruption or discontinuance of Collector's services caused by one or more of the events described in this Section 11.8 and constituting an excuse from performance shall not constitute default by Collector under this Agreement. Notwithstanding the foregoing, however, (i) the existence of an excuse from performance shall not affect City's rights under Section 11.6 and (ii) if Collector is excused from performing its obligations hereunder for any of the causes listed in this Section 11.8 for a period of thirty (30) days or more, other than as the result of third party labor disputes where service cannot be provided for reasons described in subsection 11.8.2, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days notice, in which case the provisions of Section 11.11 shall apply.

11.9 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

If Collector is (i) the subject of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay Its bills as they become due; or (iii) is the subject of a civil or criminal investigation, charge, or judgment or order entered by a federal, state, regional or local agency for violation of a law relating to performance under this Agreement, and City Council believes in good faith that Collector's ability to perform under this Agreement has thereby been placed in substantial jeopardy, City may, at its option and in addition to all other remedies it may have, demand from Collector reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the City Council believes in good faith is reasonably necessary in the circumstances to evidence Collector's continued ability to perform under this Agreement if Collector fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be a basis for termination for cause pursuant to Section 11.3.

11.10 CITY'S RIGHT TO PERFORM UPON DEFAULT

11.10.1 City's Right to Perform. In addition to any and all other legal or equitable remedies, in the event that Collector, for any reason whatsoever, fails, refuses or is unable to perform any Collection Service at the time and in the manner provided in this Agreement, and If, as a result thereof, Solid Waste accumulates in the City to such an extent, in such a manner, or for such a time that the City Manager finds that such accumulation endangers or menaces the environment, public health, safety or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hours prior notice to Collector, to do either one or both of the following during the period of such emergency as determined by City Manager: (i) cause to be performed such services with other personnel without liability to Collector; (ii) to take possession of any or all of Collector's equipment used or useful in providing one or more of the Collection Services and to provide one or more of the Collection Services. Should City take possession of Collector's equipment pursuant

to this Section 11.10, City shall exercise reasonable, ordinary care in the use of the equipment. Any action by City pursuant to this Section 11.10 shall be without payment to Collector.

11.10.2 Notice. Notice of Collector's failure, refusal or neglect to perform one or more Collection Services may be given orally by telephone to Collector at its principal office and shall be effective Immediately. Written confirmation of such oral notification shall be sent to Collector within twenty-four (24) hours of the oral notification.

11.10.3 Collector's Cooperation. Collector further agrees that in such event:

(a) It shall fully cooperate with City to affect the transfer of possession of property to City for City's use.

(b) It shall, If City so requests and to the extent feasible,. keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain the property in operational condition.

11.10.4 Not a Taking by City. City's exercise of its contractual rights under this Section 11.10: (i) does not constitute a taking of private property for which compensation must be paid; (ii) shall not create any liability on the part of City to Collector, and (iii) does not exempt Collector from the indemnity provisions of Section 5.1, which are meant to extend to circumstances arising under this Article 11, provided that Collector is not required to indemnify City against claims and damages that are solely caused by the established active negligence or willful misconduct of City Officers, employees, agents, or volunteers acting under this Section 11.10. City shall not affect a permanent taking of Collector's property pursuant to this Section 11.10.

11.10.5 Possession of Collector's Property. City's right to retain temporary possession of Collector's equipment, and to provide one or more Collection Services shall continue until Collector can demonstrate to City's satisfaction that it is ready, willing and able to resume such services. City has no obligation to maintain possession of Collector's equipment or continue Its use in performing one or more Collection Services for any period of time and may, at any time, in its sole discretion, relinquish possession to Collector.

11.11 SUBSTITUTE SERVICES

Separate from or in addition to assessing liquidated damages pursuant to subsections 11.4.2 or 11.4.3, City may also at its sole discretion promptly secure, or direct Collector to promptly secure, at Collector's sole expense, substitute services, satisfactory to City, for when Collector is in breach, upon the same terms and conditions as provided in this Agreement.

ARTICLE 12 ASSIGNMENT

12.1 ASSIGNMENT OF AGREEMENT

Collector shall not assign, sell, subcontract or otherwise delegate authority to perform any portion of this Agreement, including but not limited to a sale, exchange or other transfer of substantially all of Collector's assets dedicated to service under this Agreement to a third party, or between a

subsidiary and a parent company or Related Party, without the prior written express approval of City. In the event of any assignment duly authorized by City, the assignee shall assume the liability of Collector.

12.2 TRANSFER OF STOCK OR INTEREST

No sale, gift, or transfer of stock or other interest of Collector, including but not limited to any reorganization, consolidation, merger recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Collector or any of its shareholders is a party, which would result in a change of control of Collector, shall be made without prior written approval of the City Council. Violation of this provision shall be a breach of this Agreement and grounds for termination by City without the need for compliance with the notification requirements of Section 11.1.

12.3 BANKRUPTCY

If Collector shall at any time during the Term become insolvent, or if proceedings in bankruptcy shall be instituted by or against Collector, or if Collector shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Collector shall be appointed in any suit or proceeding brought by or against Collector, or if Collector shall make an assignment for the benefit of creditors, then and in each and every such case, this Agreement shall immediately cease, terminate, and be canceled upon written notice by City and without the necessity of suit or other proceeding.

12.4 REQUIREMENTS OF COLLECTOR

12.4.1 If Collector requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. City need not consider any request by Collector for consent to an assignment unless and until Collector has met the following requirements:

- (a) Collector shall pay to City the transfer fee described in Section 12.5.
- (b) Collector shall furnish City with audited financial statements of the proposed assignee's operations for the Immediately preceding five (5) operating years.
- (c) Collector shall furnish City with satisfactory proof that the proposed assignee has the demonstrated technical capability to perform all Collection Services, including: (i) that the proposed assignee has at least 10 years of experience in the provision and management of Solid Waste and Recyclables Collection Services on a scale equal to or exceeding the scale of operations conducted by Collector under this Agreement; (ii) in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any State, federal or local agencies and the assignee has provided City with a complete list of such citations and censures; (iii) the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) the proposed assignee conducts its Solid Waste and Recyclables Collection Services in accordance with sound Solid Waste and Recyclables practices, and in full compliance with all federal, State and local laws regulating the collection and disposal of Solid

Waste including hazardous substances; and (v) any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

2.5 APPLICATION AND TRANSFER FEE

Any application for an assignment transfer shall be made in a manner prescribed by the City Manager. The application shall include a transfer fee in the amount of Fifty Thousand Dollars (\$50,000.00) to cover the cost of all direct and indirect administrative expenses including attorneys, necessary to adequately analyze the application and to reimburse City for all direct and indirect expenses, and the rate of \$50,000 is determined to be reasonable in amount and is not a penalty. In addition, Collector shall reimburse City for any and all additional costs related to the assignment requested and not covered by the transfer fee. Bills shall be supported with evidence of the expense or cost incurred. Collector shall pay such bills within (30) days of receipt. The transfer fees are over and above any Franchise Fees specified in this Agreement.

12.6 TRANSITION

If City consents to an assignment, Collector shall cooperate with City and the assignee to assist in an orderly transition, in accordance with Section 13.8.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 INDEPENDENT CONTRACTOR

Collector is, and shall at all times remain as to City, a wholly independent contractor. Collector shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Collector or any of Collector's employees, except as set forth in this Agreement. Collector shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of City. Collector shall be solely responsible for the acts and omissions of its Officers, employees, subcontractors and agents. Collector or its Officers, employees, subcontractors and agents shall not obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with City.

13.2 FEES AND GRATUITIES

Collector, its Officers, agents or employees are prohibited from requesting, soliciting, demanding, or accepting, either directly or indirectly, any compensation or gratuity other than as set forth in this Agreement for the collection of Solid Waste, Organic Waste and Recyclables otherwise required to be collected under this Agreement. Nor shall Collector, its Officers, agents or employees provide, directly or indirectly, any gifts or gratuities to any City Officer or employee, which would be subject to the regulations of the Fair Political Practices Commission (FPPC) of the State of California. Notwithstanding the foregoing, employees of Collector may accept gifts freely offered by Subscribers.

13.3 GOVERNING LAW

This law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Napa County. In the event of litigation in a United States District Court, exclusive venue shall lie. in the Northern District of California.

13.4 ATTORNEYS' FEES

Should legal action be brought by either party to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to Its actual attorneys' fees, court costs, and other litigation expenses including, without limitation, expenses incurred for preparation and discovery, expert witness fees, and expenses relating to appeals, if any. The entitlement to recover such fees, costs and expenses shall accrue upon the commencement of the action regardless of whether the action is prosecuted to final Judgment.

13.5 SUBCONTRACTING

Collector shall not engage any subcontractors for collection of Solid Waste, Recyclables, or Organic Waste without the prior written consent of the City Manager.

13.6 AGREEMENT AS COLLATERAL

Collector may use this Agreement as collateral to secure any loan only if proceeds of the loan are used exclusively for the provision of services under this Agreement and only upon prior written consent of the City Manager. Collector shall not create an encumbrance or lien against this Agreement without the prior written consent of the City Manager.

13.7 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the parties.

13.8 TRANSITION TO THE NEXT COLLECTOR

One (1) year prior to the conclusion of the Term, and in order to assist with the competitive procurement process, Collector shall provide City with such information as may reasonably be requested, including, but not limited to, route maps, account names and phone numbers, and level of service provided. Failure to provide full cooperation may at City's sole discretion preclude Collector from participating in any competitive procurement process.

13.9 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.

13.10 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 monies that become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

13.11 CONDEMNATION

In addition to Its rights under Section 11.10, City fully reserves the rights to acquire Collector's property utilized in the performance of this Agreement, by purchase or through the exercise of its power of eminent domain, subject to all defenses regarding value.

13.12 INTERPRETATION

. 13.2.1 This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting. Each of the parties has received the advice of legal counsel prior to signing this Agreement. Each party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Agreement. The parties agree no provision or provisions may be subject to any rules of construction based upon any party being considered the party "drafting" this Agreement.

13.2.2 When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. Whenever a reference is made herein to a particular Article of this Agreement, it means and includes all Sections, subsections and subparts thereof, and, whenever a reference is made herein to a particular Section or subsection, It shall include all subsections and subparts thereof.

13.13 CAPTIONS

The captions in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

13.14 REFERENCES TO LAWS

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

13.15 REFERENCE TO DAYS

All references to days herein are to calendar days, including Saturdays, Sundays and Holidays, except as otherwise specifically provided. Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed by excluding the first day and including the last day.

13.16 TIME IS ESSENCE

Time is of the essence of this Agreement.

13.17 SEVERABILITY

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement that shall be enforced as if such invalid or unenforceable provision had not been contained herein. Notwithstanding the foregoing, however, the provisions of Section 3.15 regarding the Designated Disposal Site, Designated Recycling Facilities, and the Designated Organic Waste Processing Facility shall not be deemed to be severable from the other provisions hereof. In the event such provisions are held in any legal proceeding which is binding upon City to be null, void, in excess of City powers or otherwise invalid or unenforceable, and Collector as a result thereof utilizes a Disposal Site, Recycling Facility, or Organic Waste Facility other than the ones designated in Section 3.15, this entire Agreement may at City's sole discretion terminate without any liability of City to Collector.

13.18 AMENDMENT

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

13.19 EXHIBITS

Each of the Exhibits Identified is attached hereto and incorporated herein and made a part hereof by this reference.

13.20 ENTIRE AGREEMENT

This Agreement represents the full and entire Agreement between the parties regarding the matters covered herein.


13.21 COUNTERPARTS

This Agreement may be executed in counterparts each of which shall be considered an original.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amended and Restated Agreement for Solid Waste and Recyclables Collection, Processing, and Disposal Services as of the date first written above.

CITY OF AMERICAN CANYON


RECOLOGY AMERICAN CANYON

By: 
Jason Holley (Mar 28, 2024 17:34 PDT)

Jason B. Holley
City Manager

DocuSigned by:
Salvatore M. Coniglio
444C41D00A20433...
By: _____
Salvatore M. Coniglio
Chief Executive Officer

APPROVED AS TO FORM:

By: 

William D. Ross
City Attorney

EXHIBIT A

LIST OF ACCEPTABLE RECYCLABLES

Newspaper
Corrugated cardboard
Aluminum, steel, and bi-metal containers
Junk mail
Envelopes
Magazines
White and colored office paper
Computer paper
Chip board/gray board
All #1 PETE containers
All #2 HOPE containers
Paper bags, phone books, non-carbon forms
Aluminum foils and pans
Clear, brown and green glass
Water, juice, beer and soda bottles
Used motor oil

EXHIBIT B
SCHEDULE OF APPROVED RATES

Exhibit B

**SCHEDULE OF APROVED RATES
EFFECTIVE JANUARY 1, 2024**

All rates include American Canyon Business License Fee, City Franchise Fee, and any other taxes, fees or charges.

I. STANDARD RESIDENTIAL CONTAINER SERVICE

A. Solid Waste

		Rate per Month		
		Current	Adjustment	Effective
		1/1/23	3.41%	1/1/24
32 - Gallon Cart	1 x Weekly	\$31.49	\$1.07	\$32.56
64 - Gallon Cart	1 x Weekly	\$47.87	\$1.63	\$49.50
96 - Gallon Cart	1 x Weekly	\$69.54	\$2.37	\$71.91
LifeLine				
32 - Gallon Cart	1 x Weekly	\$26.77	\$0.91	\$27.68
64 - Gallon Cart	1 x Weekly	\$40.69	\$1.39	\$42.08
96 - Gallon Cart	1 x Weekly	\$59.11	\$2.02	\$61.12

B. Recycling and Green Waste

Residential Premises cart service includes once weekly curbside Recyclables collection in a 96-gallon cart and once weekly Green Waste collection in a 96-gallon cart. During the weekly pick-up, there shall be no limit as to the number of Recycling and Green Waste carts the Collector must pick up from the Subscriber.

Additional Recycling carts No charge

Additional Green Waste carts No charge

There shall be no charge for weekly curbside oil recycling.

C. Bulky Goods Drop Offs

1. Drop Off

The Contractor will send out dump coupons every year, in June and December. In addition, at no charge, once a year, Subscribers may drop off a refrigerator (with no size limitation), or other appliance containing Freon.

2. On-Call Curbside Pickup

In addition to the freedump coupons, once a year Subscribers may call to request curbside pickup of bulky items not to exceed 2 cubic yards, at no charge. In addition, Subscribers may call to request curbside pickup of one refrigerator or other appliance container Freon, at no charge.

D. Residential Premises Lifeline Rate

15% discount to Residential Premises enrolled in the California Alternative Rates for Energy (CARE) program offered by the electrical utility providing services to City residents (currently Pacific Gas and Electric).

To be eligible for the discount a household must provide to Collector:

- a recent utility bill evidencing the household's enrollment in the CARE program, and
- a signed application form

Discount applies for a one year term. To extend the term of the discount, a household must verify its continued eligibility by submitting updated documentation. Households granted the discount are required to notify the Collector promptly if they are no longer enrolled in the CARE program.

E. Wheel-Out Service

As explained in Section 3.5 of this Agreement, there shall be no charge for wheel-out service for "eligible residents."

II. Commercial/Industrial Premises Solid Waste Collection Service**A. Cart Pickup**

(Commercial/Industrial includes Multi-Family Residential and Mobile Home Parks)

Service Type	Frequency	Rate per Month		
		Current 1/1/23	Adjustment 3.41%	Effective 1/1/24
32 - Gallon Cart	1 x Weekly	\$31.42	\$1.07	\$32.49
	2 x Weekly	\$62.80	\$2.14	\$64.94
	3 x Weekly	\$94.20	\$3.21	\$97.41
	4 x Weekly	\$125.59	\$4.28	\$129.87
	5 x Weekly	\$156.94	\$5.35	\$162.29
	6 x Weekly	\$201.83	\$6.88	\$208.71
64 - Gallon Cart	1 x Weekly	\$56.04	\$1.91	\$57.95
	2 x Weekly	\$112.14	\$3.82	\$115.96
	3 x Weekly	\$168.17	\$5.73	\$173.90
	4 x Weekly	\$224.30	\$7.65	\$231.95
	5 x Weekly	\$280.34	\$9.56	\$289.90
	6 x Weekly	\$336.41	\$11.47	\$347.88
96 - Gallon Cart	1 x Weekly	\$76.24	\$2.60	\$78.84
	2 x Weekly	\$152.49	\$5.20	\$157.69
	3 x Weekly	\$228.74	\$7.80	\$236.54
	4 x Weekly	\$313.99	\$10.71	\$324.70
	5 x Weekly	\$381.23	\$13.00	\$394.23
	6 x Weekly	\$448.54	\$15.30	\$463.84
Commercial/Industrial Carry-out Service: Charge is per month, per container, per weekly pickup.		\$17.47	\$0.60	\$18.07

There is no additional charge for providing or picking up an unlimited number of Recycling and/or Green Waste Containers. There is no limitation as to the type or size of container that may be utilized, so long as the container is provided by Collector.

B. Bin Service for Solid Waste

Service Type	Frequency	Rate per Month		
		Current 1/1/23	Adjustment 3.41%	Effective 1/1/24
2 c.y. Bin	1 x Weekly	\$493.38	\$16.82	\$510.20
	2 x Weekly	\$941.92	\$32.12	\$974.04
	3 x Weekly	\$1,390.43	\$47.41	\$1,437.84
	4 x Weekly	\$1,838.95	\$62.71	\$1,901.66
	5 x Weekly	\$2,287.53	\$78.00	\$2,365.53
	6 x Weekly	\$2,803.30	\$95.59	\$2,898.89
3 c.y. Bin	1 x Weekly	\$571.87	\$19.50	\$591.37
	2 x Weekly	\$1,076.48	\$36.71	\$1,113.19
	3 x Weekly	\$1,603.51	\$54.68	\$1,658.19
	4 x Weekly	\$2,130.50	\$72.65	\$2,203.15
	5 x Weekly	\$2,691.21	\$91.77	\$2,782.98
	6 x Weekly	\$3,251.84	\$110.89	\$3,362.73
4 c.y. Bin	1 x Weekly	\$627.95	\$21.41	\$649.36
	2 x Weekly	\$1,188.59	\$40.53	\$1,229.12
	3 x Weekly	\$1,704.40	\$58.12	\$1,762.52
	4 x Weekly	\$2,242.69	\$76.48	\$2,319.17
	5 x Weekly	\$2,803.30	\$95.59	\$2,898.89
	6 x Weekly	\$3,363.98	\$114.71	\$3,478.69
6 c.y. Bin	1 x Weekly	\$717.65	\$24.47	\$742.12
	2 x Weekly	\$1,401.69	\$47.80	\$1,449.49
	3 x Weekly	\$2,074.40	\$70.74	\$2,145.14
	4 x Weekly	\$2,747.27	\$93.68	\$2,840.95
	5 x Weekly	\$3,420.06	\$116.62	\$3,536.68
	6 x Weekly	\$4,036.76	\$137.65	\$4,174.41

Bin and Cart rental is included in the commercial rates.

C. Compactor Service*

Service Type	Frequency	Rate per Pull		
		Current 1/1/23	Effective 3.41%	Effective 1/1/24
10 c.y.	Per Pull	\$728.89	\$24.86	\$753.75
15 c.y.	Per Pull	\$728.89	\$24.86	\$753.75
20 c.y.	Per Pull	\$728.89	\$24.86	\$753.75
30 c.y.	Per Pull	\$728.89	\$24.86	\$753.75
40 c.y.	Per Pull	\$728.89	\$24.86	\$753.75

* Compactor rates do not include leasing, maintenance, or tonnage in excess of 5 tons.

D. Industrial Debris Box and Bin Service per Pull**

Service Type	Maximum Weight (In Pounds)	Rate per Pull		
		Current 1/1/23	Effective 3.41%	Effective 1/1/24
2 c.y. Bin	500	\$168.17	\$5.73	\$173.90
3 c.y. Bin	750	\$224.30	\$7.65	\$231.95
4 c.y. Bin	1000	\$280.34	\$9.56	\$289.90
6 c.y. Bin	1500	\$392.46	\$13.38	\$405.84

Service Type	Maximum Weight (In Tons)	Rate per Pull		
		Current 1/1/23	Effective 3.41%	Effective 1/1/24
10 c.y. box	2	\$504.62	\$17.21	\$521.83
15 c.y. box	3	\$560.66	\$19.12	\$579.78
20 c.y. box	4	\$661.53	\$22.56	\$684.09
25 c.y. box	5	\$728.89	\$24.86	\$753.75
30 c.y. box	6	\$841.02	\$28.68	\$869.70
40 c.y. box	8	\$897.03	\$30.59	\$927.62

Recycling Drop Box		\$224.30	\$7.65	\$231.95
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Excess tonnage charge	Per ton	\$134.56	\$4.59	\$139.15
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E. Organic Cart Pickup

(Commercial/Industrial and Mobile Home Parks)

Service Type	Frequency	Rate per Month		
		Current 1/1/23	Adjustment 3.41%	Effective 1/1/24
32 - Gallon Cart	1 x Weekly	\$25.13	\$0.86	\$25.99
	2 x Weekly	\$50.24	\$1.71	\$51.95
	3 x Weekly	\$75.36	\$2.57	\$77.93
	4 x Weekly	\$100.47	\$3.43	\$103.90
	5 x Weekly	\$125.55	\$4.28	\$129.83
	6 x Weekly	\$161.46	\$5.51	\$166.97
64 - Gallon Cart	1 x Weekly	\$44.83	\$1.53	\$46.36
	2 x Weekly	\$89.71	\$3.06	\$92.77
	3 x Weekly	\$134.54	\$4.59	\$139.13
	4 x Weekly	\$179.44	\$6.12	\$185.56
	5 x Weekly	\$224.26	\$7.65	\$231.91
	6 x Weekly	\$269.13	\$9.18	\$278.31
96 - Gallon Cart	1 x Weekly	\$60.99	\$2.08	\$63.07
	2 x Weekly	\$121.99	\$4.16	\$126.15
	3 x Weekly	\$182.99	\$6.24	\$189.23
	4 x Weekly	\$251.19	\$8.57	\$259.76
	5 x Weekly	\$304.98	\$10.40	\$315.38
	6 x Weekly	\$358.83	\$12.24	\$371.07

** Rates include dropping off box or bin at customer location, retrieving box or bin when requested, hauling waste to the Designated Disposal Facility. An additional charge will apply for disposal in excess of the tonnage shown.

III. SPECIAL CHARGES

Special Service		Current 1/1/23	Service Charge Effective 3.41%	Effective 1/1/24
On-call bulky waste pick-up in excess of one free service per year	Per cubic yard per event	\$22.42	\$0.76	\$23.18
	Freon removal charge per unit	\$44.87	\$1.53	\$46.40
On-call extra solid waste collection for residential premises	32 - Gallon Cart	\$11.19	\$0.38	\$11.57
	64 - Gallon Cart	\$22.42	\$0.76	\$23.18
	96 - Gallon Cart	\$33.68	\$1.15	\$34.83
Cart exchange (for requests in addition to 1 annual free exchange; includes delivery fee)	Per event	\$44.87	\$1.53	\$46.40
Call back for collection as a result of set-out after collection time	Per event	\$11.19	\$0.38	\$11.57
Cart replacement as a result of loss or damage through willful or intentional misuse or abuse	Per event	\$112.14	\$3.82	\$115.96
Extra Commercial Pickup:				
32 - gallon can or cart	Per event	\$11.19	\$0.38	\$11.57
64 - gallon cart	Per event	\$22.42	\$0.76	\$23.18
96 - gallon cart	Per event	\$33.68	\$1.15	\$34.83
2 c.y. bin	Per event	\$112.14	\$3.82	\$115.96
3 c.y. bin	Per event	\$145.78	\$4.97	\$150.75
4 c.y. bin	Per event	\$168.17	\$5.73	\$173.90
6 c.y. bin	Per event	\$213.05	\$7.27	\$220.32

Late Payment Charge 1.5% per month on the unpaid balance, after
account is 30 days past due

Other special charges not identified herein are subject to review and approval by the City
Manager prior to imposition.

Prohibited Charges

Collector shall not charge a fee, or receive additional compensation, for any of the events
or services listed in Section 7.1.3 of this Agreement

Other Adjustments

All rates set forth above are subject to adjustment pursuant to applicable provisions of this
Agreement.

EXHIBIT C

PERFORMANCE STANDARDS

1. Company Standards
2. Personnel
3. Collection Requirements
4. Collection Schedule
5. Collection Containers
6. Collection Vehicles
7. Vehicle Operation
8. Collection Routes
9. Litter Abatement
10. Corporation Yard, Recyclables and Organic Waste Processing and Marketing

1. Company Standards

- A. Services are to be completed in a thorough and professional manner that constitutes litter-free, reliable, timely, courteous and high-quality service.
- B. Collector shall at all times perform its duties using best industry practice for comparable operations.
- C. Personnel shall conduct themselves in a courteous, work person like manner.
- D. Color and appearance of collection vehicles, containers, employee uniforms, and public education materials provided by Collector shall be designed to provide a standard representation of the company. If subcontractors are included, a distinct but uniform appearance of the subcontractor equipment, vehicles, and personnel is allowed.

2. Personnel

A. General

Collector shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as maybe necessary to provide the Collection Services required by this Agreement in a safe and efficient manner.

All Collector employees must be able to read, write and speak English with sufficient proficiency to enable them to successfully meet and adhere to all of the terms of this Agreement.

B. Employee Appearance and Conduct

All employees, while engaged in Collection Services within the City, shall be attired in suitable and clean uniform shirts that are subject to approval by City. Collector shall use Its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Collector shall regularly train Its employees in Subscriber courtesy, shall prohibit the use of loud

or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Collector shall take all appropriate corrective measures.

C. Name Badge

Collector shall require its drivers, and all other employees who come into contact with the public, to wear a clean uniform shirt with a name badge or other means of identifying the employee, as approved by the City Manager.

D. Driver Qualifications

All drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class with appropriate endorsements, issued by the California Department of Motor Vehicles. All collection vehicle drivers shall also complete an in-house training program provided by Collector which includes education on the use of all vehicles in the collection fleet, collection programs, and route information as well as Subscriber service practices and safety information.

E. Safety Training

Collector shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection or who are otherwise directly involved in such services. Collector shall train Its employees involved in collection to identify, and not to collect, Hazardous Waste or infectious waste.

F. No Gratuities

Collector shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the Collection Services under this Agreement.

G. No Discrimination

Collector shall not discriminate during the performance of this Agreement against any employee •or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, disability, marital status, or sexual orientation. Collector understands and agrees that if It violates this no discrimination provision, City may terminate this Agreement, and Collector shall further be barred from performing any services for City, unless a showing is made satisfactorily to City that discriminatory practices have been terminated and that reoccurrence of such action is unlikely.

H. Provision of Field Supervision

Collector shall designate one qualified employee as supervisor of field operations. The field supervisor shall devote whatever time is necessary, but not less than fifty percent (50%) of his/her time, in the field checking on collection operations, including timely response to complaints.

I. City Manager Directions

All orders, directions and instructions of the City Manager to Collector, not inconsistent with the terms of this Agreement, shall be promptly complied with by Collector.

3. Collection Requirements

A. Care of Private Property

Reasonable care shall be used by Collectors employees in handling all collection containers and enclosures, and all damage caused thereto by the negligence or carelessness of Collectors employees shall be promptly adjusted with the owner thereof. All collection containers after emptying thereof by Collectors employees shall be returned to within five (5) feet of the location from which the same were picked up by Collector's employees, upright with lids properly secured, and Collector's employees shall use all reasonable means to ensure same are not deposited in a manner that blocks any driveway, sidewalk, or street. Collector shall ensure that its employees close all gates opened by them in making collections, unless otherwise directed by the Subscriber, and avoid crossing landscaped areas and climbing or jumping over hedges and fences. City shall refer complaints about damage to private property to Collector. Collector shall repair all damage to private property caused by its employees.

B. Noise

All collection operations shall be conducted as quietly as possible and shall conform to applicable federal, State, county and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 60 decibels with the exceptions of 65 decibels for a 1-minute duration. City may conduct random checks of noise emission levels to ensure such compliance. Collector shall promptly resolve any complaints of noise to the satisfaction of the City Manager.

C. Record of Noncollection

When any materials deposited for collection are not collected, by Collector, Collector shall provide notice to the Subscriber, at Collector's cost. The notice shall provide Collector's phone number and indicate the reasons for Collector's refusal to collect the materials placed in the collection containers giving reference to the Section of the appropriate City ordinance or to the Section of this Agreement which has been violated, and which gives grounds for Collector's refusal. This information shall either be in writing via a tag at least 2 inches x 6 inches in size, or by means of a check system. Collector shall maintain, at Collectors place of business, a logbook listing all occurrences of noncollection. The logbook shall contain the names and date and manner of disposition of each case. Such log shall be kept so that it may conveniently be inspected by representatives of City upon request.

D. Load Checking

Collector is responsible for tagging all containers with visible contamination prior to collection for Hazardous Waste or other unacceptable materials. Collector is responsible for controlling contamination levels of the Recyclables and Organic Waste through public education efforts,

random inspection of setouts, and tagging of Improper setouts at a level that minimizes contamination in the manner required by this Agreement.

4. Collection Schedule

A. If the day of collection on any given route falls on a Holiday, Collector shall provide collection service for such route on the next workday following such Holiday. In the event the holiday schedule of the Designated Disposal Facility, Designated Recycling Facilities, or Designated Organic Waste Processing Facility are different than the Holidays stated herein, the holiday schedule will be adjusted upon prior written notice to the City Manager.

B. Collection Services shall not start before 6:00 a.m. or continue after 6:00 p.m., six days per week excluding Sunday. Collector shall not provide Collection Services on Sundays.

C. Collector shall provide one curbside pickup per week for Residential Premises from the curbside (with the exception of wheel-out service for qualifying disabled individuals).

D. Collector shall provide at least once weekly pickup for Commercial/Industrial Premises Subscribers from a location designated by the property owner.

E. Recyclables and Organic Waste shall be collected from Residential Premises on the same day as Solid Waste.

F. For the first regularly scheduled collection after Christmas Day, Collector shall collect and dispose of the material in the Organic Waste Container as Solid Waste if the Subscriber uses the Organic Waste Container for Solid Waste disposal.

5. Collection Containers

A. Collector shall provide Containers for storage of materials that shall be designed and constructed to be watertight and prevent the leakage of liquids. All Containers with a capacity of 2 cubic yards or more shall meet all applicable federal regulations on Solid Waste Container safety. All Containers provided by Collector shall be constructed of rigid, durable materials with a minimum five (5) year life expectancy warranted by the manufacturer.

B. The Containers shall be clearly labeled to indicate their designation for collection of Solid Waste, Organic Waste or Recyclables and shall list the types of materials to be stored in the container for collection.

C. Collector shall be responsible for distributing all Containers to Subscribers in accordance with the provisions of this Agreement.

D. Collector shall repair, clean, paint, and replace Containers as needed to maintain a clean, attractive, functional, new-like condition. All graffiti shall be removed immediately.

6. Collection Vehicles

A. General: Collector shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Collector's fleet of vehicles shall comply with the City Code and applicable provisions of

the California Vehicle Code. The City Manager has the right to inspect Collector's fleet of vehicles, not more often than annually, to ascertain whether they remain in full compliance with the City Code and applicable provisions of the California Vehicle Code. Collector shall immediately remove from service any vehicle that, in the reasonable discretion of the City Manager, is not in full compliance with applicable provisions of the California Vehicle Code.

Vehicles collecting Solid Waste, Organic Waste, and Recyclables in Carts shall be automated with the exception of wheel-out service, Collector's employees are not required to leave the vehicle to collect Cart contents. Collector agrees to maintain each piece of equipment used by it in the performance of this Agreement in good order and repair. Collector shall have available on service days sufficient backup vehicles and qualified operators to respond to complaints and emergencies. Collector may use semi-automatic vehicles as maybe necessary to provide services (other than the routine collection of Standard Residential Containers) pursuant to this Agreement.

B. Vehicle Identification

Collector's name, phone number, and vehicle identification number must be visibly displayed on both sides of all vehicles in letters and figures consistent with the requirements of Section 27901 of the California Vehicle Code.

C. Cleaning and Maintenance

i. General Collector shall maintain all of its properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean and operable condition at all times, and well and uniformly painted, to the satisfaction of the City Manager. Vehicles shall be maintained in such a manner that no leakage of fluids from the collected materials occurs.

ii. Cleaning Vehicles used in the collection shall be thoroughly washed at a minimum of once per week, and thoroughly steam cleaned on a regular basis so as to present a clean appearance and minimize odors. All vehicles shall be painted on a regular schedule to maintain a clean, professional, new-like appearance, although the City Manager may require the painting of any vehicle that does not present a satisfactory appearance at any time. The vehicles shall be painted in a uniform, manner; although Solid Waste, Recycling, and Organic Waste vehicles may have different painting schemes. All graffiti shall be removed immediately. City may inspect vehicles at any time to determine compliance with sanitation requirements. Collector shall make vehicles available to the County Health Department for inspection at any frequency It requests.

iii. Maintenance Collector shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Collector shall also perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Collector shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to City upon request.

iv. Repairs Collector shall repair, or arrange for the repair of, all of its vehicles and equipment, including dents, leaks, and other body damage, for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a neat, safe and operable

condition. If an item of repair is covered by a warranty, Collector shall obtain warranty performance. Collector shall maintain accurate records of repair, which shall include date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

D. Inventory

Collector warrants that it shall provide an adequate number of vehicles and equipment for the collection, disposal, and transportation services for which it is responsible under this Agreement. Collector shall furnish City a written inventory of all vehicles, including collection vehicles, used in providing service, and shall update the inventory annually. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, type, capacity and decibel rating.

E. Storage

Collector shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with City's applicable zoning regulations.

7. Vehicle Operation

A. All vehicles must be registered with the Department of Motor Vehicles of the State of California and inspected by the California Highway Patrol at the frequency required by the State. Vehicles shall be operated in compliance with the California Vehicle Code and all applicable safety and local ordinances.

B. Collector shall not load collection vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

C. Collector shall use all reasonable means to minimize the backing up of collection vehicles.

8. Collection Routes

A. Collection routes shall be established and maintained in such a manner as to provide uniform and efficient Collection Services.

B. Collector shall submit route plans to the City Manager for informational purposes one year prior to the end of this Agreement, at the end of this Agreement and, at end of the contract term and whenever there is a significant routing change. The route plans shall include, but not be limited to, the following information:

- i. the course each vehicle follows;
- ii. the properties served;
- iii. approximate starting and ending time for each route; and
- iv. the day of week the route will be served.

C. Materials collected shall not be mixed in Collector's collection equipment with any materials collected from another municipality, unless Collector accurately accounts for such mixed

loads in its reporting to City and the Designated Organic Waste Processing Facility, Recycling Facility, and Disposal Site, and any applicable reports prepared by Collector.

9. Litter Abatement

A. Minimization of Spills

Collector shall use due care to prevent materials placed in the collection containers from being spilled or scattered during the collection or transportation process. If any material is spilled during collection, Collector shall promptly clean up all spilled materials. Each collection vehicle shall carry a broom and a shovel at all times for this purpose. Collector shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure or accidental damage to a vehicle.

B. Cleanup

During the collection transportation process, Collector shall clean up litter in the immediate vicinity of any storage area (including the areas where collection bins are delivered for collection) of any materials that escape from the collection vehicle or collection containers as a result of Collector's service. In the event that litter not caused by Collector's service is in the vicinity of the storage area, Collector is required to clean up this litter whether or not Collector has caused the litter on a one-time basis and shall discuss the spillage directly with the Subscriber responsible and shall report such instances to City. Collector shall work with the Subscriber to resolve the spillage problem. City will attempt to rectify such situations with the Subscriber If Collector has already attempted to do so without success.

C. Covering of Loads

All materials shall be contained or covered during transportation to the disposal or processing site. No material shall be transported to the disposal site or processing facility in vehicle hoppers.

D. Oil or Other Vehicle Fluid Spills

Collector is responsible for cleaning up all oil or vehicle fluid spills immediately and must notify City within 24 hours of each such spill. All vehicles must carry an acceptable absorbent material to use in the event of spills. Repair for damages caused by oil or other vehicle spills shall be at Collector's expense. Collector will follow the spill procedures below:

- Driver will determine cause and source of spill.
- Each driver or shop employee is responsible for having enough absorbent in their vehicle to contain or prevent any hydraulic fluid or oil from entering a storm drain or sewer and to clean up small spills as they occur.
- Driver will contain or stop the leak and clean it up without endangering self.
- Driver will immediately notify dispatch or supervisor.
- Driver will not leave the spill until either a supervisor or spill response personnel arrive at the scene.

- Driver will keep all people, cars, or other vehicles from walking or driving through the spill.
- Driver or spill response personnel will take whatever action possible to prevent the spill from entering any storm drain, grates, or other entry points.

10. Corporation Yard, Recyclables and Organic Waste Processing and Marketing

A. General Operations and Maintenance Standards

Collector covenants to comply with Collector's performance obligations throughout the Term and to perform Collector's performance obligations with respect to corporation yard and Recyclables and Organic Waste Processing and marketing services in accordance with accepted practice for comparable facilities, sound management and operations practice, the facility's operation and maintenance manual, plans and specifications, permits, Applicable Law (including OSHA standards), provisions hereof, and covenants, conditions and restrictions pertaining to the site.

Collector shall be responsible for maintaining and renewing all necessary permits, licenses, and clearances necessary to provide the transportation and Processing of Recyclables and Organic Waste and corporation yard operation. Collector shall maintain and renew permits, however, Collector shall not be responsible for any delays in maintaining or renewing, or failure to maintain or renew the permits if Collector has exercised due diligence in maintaining and/or renewing the permits, and such failure is caused by any action or inaction of the issuing or renewing authority.

B. Maintenance and Repair

Collector shall maintain the facilities and sites in good working order and repair, including maintaining spare parts inventory and performing periodic maintenance in with the operations and maintenance manual, manufacturers recommendations, accepted practice for comparable facilities, and sound management and operations practice. Collector shall maintain the aesthetic appearance of the facilities and sites in a clean and neat manner in accordance with the plans and specifications, with due regard for reasonable control of odors, dust, and noise.

C. Safety

Collector shall conduct facility operations in a safe manner, in accordance with Applicable Law, requirements of insurance carried, and standard industry practices in the waste management and materials recovery industry.

D. Right to Enter and Inspect Facility

City and its designated representative shall have the right, but not the obligation to enter, observe, and inspect the corporation yard and Recyclables and Organic Waste Processing facilities during regular business hours, meet with the facilities' managers or their representative at any time, and meet with other employees upon request, which request shall not be unreasonably denied. Upon City request, Collector shall make personnel available to accompany City employees on inspections. Collector shall ensure that its employees cooperate with City and respond to City's

reasonable inquiries. Collector shall make operational and business records other than financial records available to City during receiving hours upon City request.

E. Tours of Facilities

Upon 24 hours request of City, Collector shall provide tours of the facilities. Such tours shall not unreasonably disrupt facility operation. City shall not be charged for labor, overhead, overtime, or any other costs associated with such tours. As part of such tours, Collector shall distribute an educational brochure, printed on recycled paper, on conservation, Recycling, and general Solid Waste management programs.

F. Personnel

Collector shall engage and train qualified and competent employees, including managerial, supervisory, clerical, maintenance, and operating personnel, in numbers necessary and sufficient for facility operations and to perform Collector's obligation under this Agreement. Collector shall train such staff to perform their work in a safe and efficient manner in accordance with the health and safety plan in the facility's operations and maintenance manual.

G. Recovery Standards

Collector shall use reasonable business efforts to maximize the recovery of delivered materials in a manner acceptable to receive Diversion credit under the Act.

H. Finished Product Standard

The processed Recyclables and Organic Waste shall maintain physical and chemical specifications such as to: (a) achieve the results required under the applicable marketing plan; and (b) comply with Applicable Law.

I. Transportation of Residue

Collector shall transport and deliver all Residues to the designated Disposal Facility within forty-eight 48 hours after its delivery to the facility and in no event longer than required by Applicable Law. Collector shall select routes from the facility to the Designated Disposal Facility that minimize inconvenience and disturbance to the public and comply with permits and Applicable Law. Collector shall enclose or cover all vehicles transferring Residue from the facility to prevent spillage.

EXHIBIT D

LIST OF CITY FACILITIES ELIGIBLE FOR COLLECTION SERVICES AT NO COST TO THE CITY

Site Address	Customer Name	Type	Units	Times	Size	Unit of Measure
100 BENTON WY	AMERICAN CANYON COMM CENTER	Garbage	1	1	6	Yards
100 BENTON WY	AMERICAN CANYON COMM CENTER	Recycle	2	1	96	Gallons
100 BENTON WY	AMERICAN CANYON COMM CENTER	Organics	1	1	64	Gallons
4381 BROADWAY	CITY HALL	Garbage	1	1	2	Yards
4381 BROADWAY	CITY HALL	Organics	1	1	64	Gallons
4381 BROADWAY	CITY HALL	Recycle	1	1	2	Yards
4381 BROADWAY	CITY HALL	Recycle	5	1	96	Gallons
300 CRAWFORD WY	LIBRARY	Organics	2	1	96	Gallons
300 CRAWFORD WY	LIBRARY	Recycle	2	1	96	Gallons
300 CRAWFORD WY	LIBRARY	Garbage	1	1	96	Gallons
911 DONALDSON WY EAST	AMERICAN CANYON FIRE & POLICE	Recycle	1	1	2	Yards
911 DONALDSON WY EAST	AMERICAN CANYON FIRE & POLICE	Garbage	1	2	3	Yards
911 DONALDSON WY EAST	AMERICAN CANYON FIRE & POLICE	Recycle	3	1	96	Gallons
911 DONALDSON WY EAST	AMERICAN CANYON FIRE & POLICE	Organics	4	1	64	Gallons
ELLIOTT DR	COMMUNITY GARDEN	Organics	1	1	5	Yards
ELLIOTT DR	COMMUNITY GARDEN	Recycle	1	1	5	Yards
2185 ELLIOTT DR	SENIOR CENTER	Garbage	4	1	96	Gallons
2185 ELLIOTT DR	SENIOR CENTER	Recycle	2	1	96	Gallons
2185 ELLIOTT DR	SENIOR CENTER	Organics	1	1	96	Gallons
EUCALYPTUS/WETLAND S EDGE	4 H CLUB	Garbage	1	1	96	Gallons
EUCALYPTUS/WETLAND S EDGE	4 H CLUB	Recycle	1	1	96	Gallons
225 JAMES RD	AMERICAN CANYON FIRE DEPT	Garbage	1	1	96	Gallons
225 JAMES RD	AMERICAN CANYON FIRE DEPT	Recycle	1	1	2	Yards
225 JAMES RD	AMERICAN CANYON FIRE DEPT	Garbage	1	1	3	Yards
225 JAMES RD	AMERICAN CANYON FIRE DEPT	Organics	1	1	64	Gallons
225 JAMES RD	AMERICAN CANYON FIRE DEPT	Recycle	1	1	96	Gallons
250 KIRKLAND RANCH RD	WATER TREATMENT	Recycle	1	1	4	Yards
250 KIRKLAND RANCH RD	WATER TREATMENT	SOLIDS	1	1	15	YARDS
15 MELVIN RD	MOSQUITO ABATEMENT	Garbage	1	1	96	Gallons
15 MELVIN RD	MOSQUITO ABATEMENT	Recycle	1	1	96	Gallons

15 MELVIN RD	MOSQUITO ABATEMENT	Organics	1	1	96	Gallons
151 MEZZETTA CT	WASTEWATER	Organics	1	1	64	Gallons
151 MEZZETTA CT	WASTEWATER	Recycle	2	1	96	Gallons
151 MEZZETTA CT	WASTEWATER	Recycle	1	1	2	Yards
151 MEZZETTA CT	WASTEWATER	Garbage	4	1	3	Yards
151 MEZZETTA CT	WASTEWATER	Grit	1	2	15	Yards
151 MEZZETTA CT	WASTEWATER	Trash	1	1	25	Yards
300 NAPA JUNCTION RD	COMMUNITY CENTER	Recycle	2	1	96	Gallons
300 NAPA JUNCTION RD	COMMUNITY CENTER	Garbage	1	1	6	Yards
300 NAPA JUNCTION RD	COMMUNITY CENTER	Organics	1	1	64	Gallons
205 WETLANDS EDGE RD	PUBLIC WORKS	Garbage	4	1	96	Gallons
205 WETLANDS EDGE RD	PUBLIC WORKS	Garbage	2	2	6	Yards
205 WETLANDS EDGE RD	PUBLIC WORKS	Recycle	1	1	2	Yards
205 WETLANDS EDGE RD	PUBLIC WORKS	Garbage	3	1	96	Gallons
205 WETLANDS EDGE RD	PUBLIC WORKS	Organics	1	1	64	Gallons
205 WETLANDS EDGE RD	PUBLIC WORKS	Garbage	2	1	96	Gallons
205 WETLANDS EDGE RD	PUBLIC WORKS	Recycle	3	1	96	Gallons
205 WETLANDS EDGE RD	PUBLIC WORKS	Dirt Box	1	1	10	Yards
205 WETLANDS EDGE RD	PUBLIC WORKS	Asphalt	1	1	10	Yards
205 WETLANDS EDGE RD	PUBLIC WORKS	Yardwaste Box	1	1	20	Yards
SOCCER PARK/ELLIOTT	ELLIOTT PARK	Garbage	1	1	2	Yards

EXHIBIT E
SCOPE OF WORK
STREET SWEEPING SERVICES

The work covered by this contract shall consist of furnishing all labor, equipment, materials, and supervision to perform all work necessary to clean all public streets and curbed bike lanes within the City's municipal limits. The contractor shall provide bi-weekly street sweeping and removal of debris as required for approximately 105 curb miles of the City's streets and 310,000 square feet of pavement in designated public parking lots.

The Collector shall use regenerative air-based sweepers that gather material into self-contained hoppers for eventual ejection at a disposal site. All sweepers shall have a dust suppression system in operation while conducting the work. Swept streets shall be clear of all dust, dirt, gravel, sand, and all other debris from curb to curb.

The use of water spraying is not an acceptable cleaning method due to the possibility of degraded water entering into the storm drain system and therefore will not be allowed under the contract.

The parking areas to be swept include the following City facilities:

- Library, 300 Crawford Way
- City Hall, 4381 Broadway
- Public Works Corporation Yard, 205 Wetlands Edge Road
- Community Center, 100 Benton Road
- Community Park #1, 1400 Rio Grande
- Community Park #2, 20 Benton Way
- Kimberly Park, 600 Kimberly Way
- Recreation Center, 2185 Elliott Drive (Senior Center, 3 areas)
- Northampton Park, 242 Northampton Drive
- Aquatics Center, 100 Benton Way
- Wetlands Edge Viewing Area, Wetlands Edge Road at Eucalyptus Drive
- Veterans Memorial Park, 2801 Broadway
- Silver Oak Park, 485 Silver Oak Drive
- Shenandoah Park, 100 Sonoma Creek Way
- Community Center, 300 Napa Junction Rd
- Water Reclamation Facility, 151 Mezzetta Ct

The Collector shall coordinate its sweeping schedule with waste pickup days, and provide residents with a schedule for routine and reliable sweeping service. Collector shall notify the City of American Canyon of its schedule prior to commencing sweeping operations.

In the event that new streets are constructed during the term of this contract, Collector will commence street sweeping upon notification from the City or upon occupancy of new buildings (homes), whichever comes first.

The City will be responsible for the following:

1. Cleaning up heavy debris prior to sweeping wherever and whenever necessary when requested by the Contractor.
2. Providing water at hydrants.
3. Providing inspection of swept streets.
4. Providing after-hours parking for sweeping equipment (for use at Collector's discretion to facilitate emergency response).

The City reserves the right to require that streets be re-swept without charge if inspection by the City reveals that the street is not clean. The City will provide such inspection within 24 hours of completed sweeping. The Collector will inform the City when the work has been completed for inspection purposes.

The Collector will submit to the City a monthly report containing a list of the streets swept each day of the sweeping schedule and an accurate accounting of the total amount of debris removed per day.

Unscheduled Extra Work:

In addition to the normal scope of work, the Collector will be required to provide street sweeping services for the City in an emergency and on an on-call basis during the term of this agreement.

By "emergency" it is meant that the Collector agrees to make its personnel and equipment available with 30 minutes of call-out, 24 hours a day, seven days a week. To facilitate emergency response, the Collector may store sweeping equipment at the City's Corporation Yard, with the understanding that the City accepts no liability for equipment and materials.

By "on-call" it is meant that the Collector agrees to make its personnel and equipment available and to assign sufficient personnel to perform street sweeping services outside the normal scope of work when and to the extent that the City requests the Collector to do so. Such extra work may include more frequent sweeps during "leaf season" (generally, October through December), cleaning streets before special events, special sweeping during construction, etc. The Public Works Superintendent or his designee must approve all additional work in advance of the work being performed.

The Collector will not be required to sweep streets or parking areas that are currently under construction or under the control of private construction contractors. Private developers and contractors responsible for such construction sites may select, at their discretion sweeping contractors as necessary for the maintenance of their construction sites.